

**PROJECT MANUAL**

**2" Watermain Replacement – Phase IA  
For  
City of Lake Worth, Florida  
Lake Worth Solicitation No. IFB #16-102  
SRF Project No. DW50171**

August 2015

*Prepared by:*

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West Palm Beach, Florida

Engineer's Project  
No. B4030.00

PROJECT: 2” Watermain Replacement – Phase IA  
For City of Lake Worth, Florida

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PROJECT: 2" Watermain Replacement – Phase IA  
For City of Lake Worth, Florida  
IFB#16-102

Date: December 30, 2015

**00020  
INVITATION TO BID**

Sealed bids, in duplicate, will be received by City of Lake Worth Procurement Office, City Hall, 2<sup>nd</sup> Floor, 7 North Dixie Highway, Lake Worth, Florida 33460 for the subject Project until 3:00 p.m., local time February 4, 2016, then opened publicly at that time.

The OWNER for the Project is City of Lake Worth, Florida.

The Contract Documents will be open to inspection at Mock, Roos & Associates, Inc., 5720 Corporate Way, West Palm Beach, Florida 33407.

Contract Documents may be obtained in electronic format from the City of Lake Worth web site: [www.lakeworth.org/business/bids](http://www.lakeworth.org/business/bids)

This Contract is a unit price contract.

Bids must be accompanied by a Bid Security in the form of a certified or bank check made payable to the Owner, or a Bid Bond. The amount of the security shall not be less than five (5) percent of the Bidder's total price indicated in Bid Form.

No Bid may be withdrawn for a period of 120 days after the scheduled closing date for the receipt of bids except as otherwise provided in Article 13 of the Instructions to Bidders.

The successful Bidder, who is awarded the Contract, shall be required to furnish a 100% Construction Performance Bond and a 100% Construction Payment Bond.

The OWNER reserves the right to reject any or all Bids, to waive informalities, and to re-advertise.

/s/ Larry Johnson, Water Utilities Director

Publish: Palm Beach Post – January 3, 2016

INVITATION TO BID

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00100  
INSTRUCTIONS TO BIDDERS

**1. DEFINED TERMS.**

Terms used in these Instructions to Bidders which are defined in the Standard General Conditions of the Construction Contract (EDCJC No. 1910-8, 1983 Edition) have the meanings assigned to them in the General Conditions. The term "Bidder" means one who submits a Bid directly to Owner, as distinct from a sub-bidder, who submits a bid to a Bidder. The term "Successful Bidder" means the lowest, qualified, responsible and responsive Bidder to whom Owner (on the basis of Owner's evaluation as hereinafter provided) makes an award. The term "Bidding Documents" includes the Advertisement or Invitation to Bid, Instructions to Bidders, the Bid Form, and the proposed Contract Documents (including all Addenda issued prior to receipt of Bids).

**2. COPIES OF BIDDING DOCUMENTS.**

2.1. Complete sets of the Bidding Documents in the number and for the cost, if any, stated in the Advertisement or Invitation to Bid may be obtained from Engineer (unless another issuing office is designated in the Advertisement or Invitation to Bid).

2.2. Complete sets of Bidding Documents must be used in preparing Bids; neither Owner nor Engineer assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

2.3. Owner and Engineer in making copies of Bidding Documents available on the above terms do so only for the purpose of obtaining Bids on the Work and do not confer a license or grant for any other use.

**3. QUALIFICATIONS OF BIDDERS.**

To demonstrate qualifications to perform the Work, each Bidder must be prepared to submit within five days of Owner's request, written evidence such as financial data, previous experience, present commitments and other such data as may be reasonably specifically requested by Owner or otherwise required in Contract Documents. Each Bid must contain evidence of Bidder's qualification to do business in the state where the Project is located or covenant to obtain such qualification prior to award of the contract.

**4. EXAMINATION OF CONTRACT DOCUMENTS AND SITE.**

4.1. It is the responsibility of each Bidder before submitting a Bid, to (a) examine the Contract Documents thoroughly, (b) visit the site to become familiar with local conditions that may affect cost, progress, performance or furnishing of the Work, (c) consider federal, state and local Laws and Regulations that may affect cost, progress, performance or furnishing of the Work, (d) study and carefully correlate Bidder's observations with the Contract Documents, and (e) notify Engineer of all conflicts, errors or discrepancies in the Contract Documents.

4.2. Reference is made to Division 1: General Requirements of the Specifications for the identification of:

4.2.1. those reports of explorations and tests of subsurface conditions at the site which have been utilized by Engineer in preparation of the Contract Documents.

4.2.2. those drawings of physical conditions in or relating to existing surface and subsurface conditions (except Underground Facilities) which are at or contiguous to the site which have been utilized by Engineer in preparation of the Contract Documents.

4.2.3. Copies of such reports and drawings (referred to above), if not attached to the Specifications or added on the Drawings, will be made available by Owner to any Bidder on request. Those reports and drawings are not a part of the Contract Documents. Bidder may not rely upon the accuracy of the non-technical data, interpretations or opinions contained in those reports and drawings. Bidder may

not rely on the completeness of those reports and drawings for the purposes of bidding or construction. Bidder may rely on any technical data contained in those reports and drawings specifically referenced in Division 1: General Requirements as technical data that can be relied on.

4.3. Information and data reflected in the Contract Documents with respect to Underground Facilities at or contiguous to the site is based upon information and data furnished to Owner and Engineer by owners of such Underground Facilities or others, and Owner does not assume responsibility for the accuracy or completeness thereof unless it is expressly provided otherwise in the Supplementary Conditions.

4.4. Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders on subsurface conditions, Underground Facilities and other physical conditions, and possible changes in Contract Documents due to differing conditions appear in Paragraphs 4.2 and 4.3 of the General Conditions.

4.5. Before submitting a Bid, each Bidder will, at Bidder's own expense, be responsible to make or obtain such examinations, investigations, explorations, tests and studies and obtain any additional information and data which pertain to the physical conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the Work and which Bidder deems necessary to determine its Bid for performing and furnishing the Work in accordance with the time, price and other terms and conditions of the Contract Documents.

4.6. On request in advance, Owner will provide each Bidder access to the site to conduct such explorations and tests as each Bidder deems necessary for submission of a Bid. Bidder shall fill all holes, clean up and restore the site to its former condition upon completion of such explorations.

4.7. The lands upon which the Work is to be performed, rights-of-way and easements for access thereto and other lands designated for use by Contractor in performing the Work are identified in the Contract Documents. All additional lands and access thereto required for temporary construction facilities or storage of materials and equipment are to be provided by Contractor. Easements for permanent structures or permanent changes in existing structures are to be obtained and paid for by Owner unless otherwise provided in the Contract Documents.

4.8. The submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article 4, that without exception the Bid is premised upon performing and furnishing the Work required by the Contract Documents and such means, methods, techniques, sequences or procedures of construction as may be indicated in or required by the Contract Documents, and that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

## **5. INTERPRETATIONS AND ADDENDA.**

5.1. All questions about the meaning or intent of the Contract Documents are to be directed to Engineer (unless another issuing office is designated in the Advertisement or Invitation to Bid). Interpretations or clarifications considered necessary by Engineer in response to such questions will be issued by Addenda mailed or delivered to all parties recorded by issuing office as having received the Bidding Documents. Questions received less than five days prior to the date for opening of Bids may not be answered. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

5.2. Addenda may also be issued to modify the Bidding Documents as deemed advisable by Owner or Engineer.

## **6. BID SECURITY.**

6.1. Each Bid must be accompanied by Bid security made payable to Owner in an amount of five percent of the Bidder's maximum Bid price and in the form of a certified or bank check or a Bid Bond issued by a surety meeting the requirements of Paragraph 5.1 of the General Conditions.

6.2. The Bid security of the Successful Bidder will be retained until such Bidder has executed the Agreement and furnished the required contract security, whereupon the Bid security will be returned. If the Successful Bidder fails to execute and deliver the Agreement and furnish the required contract security within fifteen days after the Notice of Award, Owner may annul the Notice of Award and the Bid security of the Bidder will be forfeited. The Bid security of other Bidders whom Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of the seventh day after the Effective Date of the Agreement or the 120th day after the Bid opening, whereupon Bid security furnished by such Bidders will be returned. Bid security with Bids which are not competitive will be returned within seven days after the Bid opening.

## **7. CONTRACT TIME.**

The numbers of days within which, or the dates by which, the Work is to be substantially completed and also completed and ready for final payment (the Contract Time) are set forth in the Bid Form and the Agreement. If Contract Times are left blank in the Bid Form, the time for Substantial Completion and final completion are to be set forth by Bidder in the Bid and will be included in the Agreement. The times will be taken into consideration by Owner during the evaluation of Bids, and it will be necessary for the Successful Bidder to satisfy Owner of Bidder's ability to achieve Substantial Completion and final completion within the times designated in the Bid.

## **8. LIQUIDATED DAMAGES.**

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

## **9. SUBSTITUTE OR "OR-EQUAL" ITEMS.**

The contract, if awarded, will be on the basis of materials and equipment described in the Drawings or specified in the Specifications without consideration of possible substitute or "or-equal" items. Whenever it is indicated in the Drawings or specified in the Specifications that a substitute or "or-equal" item of material or equipment may be furnished or used by Contractor if acceptable to Engineer, application for such acceptance will not be considered by Engineer until after the Effective Date of the Agreement. The procedure for submission of any such application by Contractor and consideration by Engineer is set forth in Paragraphs 6.7.1, 6.7.2 and 6.7.3 of the General Conditions and may be supplemented in Division 1: General Requirements.

## **10. SUBCONTRACTORS, SUPPLIERS AND OTHERS.**

10.1. If the Bid Form or Specifications require (or if Owner requests after Bids are received) the identity of certain Subcontractors, Suppliers and other persons and organizations (including those who are to furnish the principal items of material and equipment) to be submitted to Owner in advance of the specified date prior to the Effective Date of the Agreement, the apparent Successful Bidder, and any other Bidder so requested, shall within seven days after the Bid opening (or seven days after request by Owner) submit to Owner a list of all such Subcontractors, Suppliers and other persons and organizations proposed for those portions of the Work for which such identification is required. Such list shall be accompanied by an experience statement with pertinent information regarding similar projects and other evidence of qualification for each such Subcontractor, Supplier, person or organization if requested by Owner. Subcontractors shall be required to meet Contractor's liability insurance requirements as established by the General and Supplementary Conditions or be listed as an additional insured on the apparent successful Bidder's policy. If Owner or Engineer after due investigation has reasonable objection to any proposed Subcontractor, Supplier, other person or organization, either may before the Notice of Award is given request the apparent Successful Bidder to submit an acceptable substitute without an increase in Bid price. If apparent Successful Bidder declines to make any such substitution, Owner may award the contract to the next lowest Bidder that proposes to use acceptable Subcontractors, Suppliers and other persons and

organizations. The declining to make requested substitutions will not constitute grounds for sacrificing the Bid security of any Bidder. Any Subcontractor, Supplier, other person or organization listed and to whom Owner or Engineer does not make written objection prior to the giving of the Notice of Award will be deemed acceptable to Owner and Engineer subject to revocation of such acceptance after the Effective Date of the Agreement as provided in Paragraph 6.8.2 of the General Conditions.

10.2. No Contractor shall be required to employ any Subcontractor, Supplier, other person or organization against whom Contractor has reasonable objection.

## **11. BID FORM.**

11.1. The Bid Form is included with the Bidding Documents; additional copies may be obtained from Engineer (or the issuing office).

11.2. All blanks on the Bid Form must be completed in ink or by typewriter.

11.3. Bids by corporations must be executed in the corporate name by the president or a vice-president (or other corporate officer accompanied by evidence of authority to sign) and the corporate seal must be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation must be shown below the signature.

11.4. Bids by partnerships must be executed in the partnership name and signed by a general partner, whose title must appear under the signature and the official address of the partnership must be shown below the signature.

11.5. All names must be typed or printed below the signature.

11.6. The Bid shall contain an acknowledgement of receipt of all Addenda (the numbers of which must be filled in on the Bid Form). All Addenda are a part of the Bid documents and each Bidder will be bound by such Addenda, whether or not received by the Bidder. It is the responsibility of each Bidder to verify that he or she has received all Addenda issued before Bids are opened.

11.7. The address and telephone number for communications regarding the Bid must be shown.

## **12. SUBMISSION OF BIDS.**

Bids shall be submitted at the time and place indicated in the Advertisement or Invitation to Bid and shall be enclosed in an opaque sealed envelope, marked with the Project title (and, if applicable, the designated portion of the Project for which the Bid is submitted) and name and address of the Bidder and accompanied by the Bid security and other required documents. If the Bid is sent through the mail or other delivery system the sealed envelope shall be enclosed in a separate envelope with the notation "BID ENCLOSED FOR (insert project name) TO BE OPENED (insert date and time as indicated in the Invitation to Bid or subsequent addenda)" on the face of it.

## **13. MODIFICATION AND WITHDRAWAL OF BIDS.**

13.1. Bids may be modified or withdrawn by an appropriate document duly executed (in the manner that a Bid must be executed) and delivered to the place where Bids are to be submitted at any time prior to the opening of Bids.

13.2. If, within twenty-four hours after Bids are opened, any Bidder files a duly signed, written notice with Owner and promptly thereafter demonstrates to the reasonable satisfaction of Owner that there was a material and substantial mistake in the preparation of its Bid, that Bidder may withdraw its Bid and the Bid security will be returned. Thereafter, that Bidder will be disqualified from further bidding on the Work to be provided under the Contract Documents.

## **14. OPENING OF BIDS.**

Bids will be opened (publicly or privately) as indicated in the Invitation to Bid.

14.1. When Bids are opened publicly they will be read aloud, and the amounts of the base Bids and major alternates (if any) will be made available after the opening of Bids. If applicable, the bid will be opened in accordance with sec. 255.0518, Florida Statutes.

14.2. When Bids are opened privately, an abstract of the same information (will or will not) be made available to Bidders within seven days after the date of Bid opening.

#### **15. BIDS TO REMAIN SUBJECT TO ACCEPTANCE.**

All bids will remain subject to acceptance for 120 days after the day of the Bid opening, but Owner may, in its sole discretion, release any Bid and return the Bid security prior to that date.

#### **16. AWARD OF CONTRACT.**

16.1. Owner reserves the right to reject any and all Bids, to waive any and all informalities not involving price, time or changes in the Work and to negotiate contract terms with the Successful Bidder, and the right to disregard all nonconforming, nonresponsive, unbalanced or conditional Bids. Also, Owner reserves the right to reject the Bid of any Bidder if Owner believes that it would not be in the best interest of the Project to make and award to the Bidder, whether because the Bid is not responsive or the Bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by Owner. Discrepancies in the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

16.2. In evaluating Bids, Owner will consider the qualifications of the Bidders, whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices and other data, as may be requested in the Bid Form or prior to the Notice of Award.

16.3. Owner may consider the qualifications and experience of Subcontractors, Suppliers and other persons and organizations proposed for those portions of the Work as to which the identity of Subcontractors, Suppliers, and other persons and organizations must be submitted as provided in the Supplementary Conditions (or as requested by Owner after the Bids are received). Owner also may consider the operating costs, maintenance requirements, performance data and guarantees of major items of materials and equipment proposed for incorporation in the Work when such data is required to be submitted prior to the Notice of Award.

16.4. Owner may conduct such investigations as Owner deems necessary to assist in the evaluation of any Bid and to establish the responsibility, qualifications and financial ability of Bidders, proposed Subcontractors, Suppliers, and other persons and organizations to perform and furnish the Work in accordance with the Contract Documents to Owner's satisfaction within the prescribed time.

16.5. If the contract is to be awarded, it will be awarded to the lowest Bidder whose evaluation by Owner indicates to Owner that the award will be in the best interests of the Project and subject to the Owners Local Preference Policy. No bidder shall be accepted from, nor will any Contract be awarded to any Bidder who is in arrears to the Owner upon any debt or Contract or who is a defaulter as surety or otherwise upon any obligation to the Owner or who has failed to perform faithfully any previous Contract with the Owner or other party as determined by the Owner.

16.6. If the contract is to be awarded, Owner will give the Successful Bidder a Notice of Award within 120 days after the day of the Bid opening.

16.7. When Bidder is permitted to designate the Contract Time, Bid prices will be compared after adjusting for differences in the time designated in the Bid for Substantial Completion.

## **17. CONTRACT SECURITY.**

Paragraph 5.1 of the General Conditions and the Supplementary Conditions set forth Owner's requirements as to performance and payment Bonds. When the Successful Bidder delivers the executed Agreement to Owner, it must be accompanied by the required performance and payment Bonds.

## **18. SIGNING OF AGREEMENT.**

When Owner gives a Notice of Award to the Successful Bidder, it will be accompanied by the required number of unsigned counterparts of the Agreement with all other written Contract Documents attached. Within 15 days thereafter Contractor shall sign and deliver the required number of counterparts of the Agreement and attached documents to Owner with the required Bonds. In the event the successful Bidder fails to execute the Contract and return same to the Owner within the stipulated fifteen (15) days, the Owner may disqualify the Bid, and said Bidder shall not be permitted to contest to the contrary and does waive such right upon submitting a Bid.

## **19. DISQUALIFICATION OF BIDDER**

19.1 Bidder may be disqualified and its Bid rejected for any of the following:

- a) Bidder does not meet the Competency of Bidder and Reference requirements set forth herein.
- b) Reason to believe that collusion exists among or between Bidders
- c) Unbalanced Bid; that is, Bid in which the prices bid for some items are out of all proportion to those Bids of others.
- d) Bidder's uncompleted workload, which in the judgment of the Owner, may cause detrimental impact or impair the prompt completion of this Contract.
- e) Lack of responsibility on the part of Bidder, (for example, no Bidder would be considered responsible who had failed to carry out any Contract in which the Owner had been directly or indirectly concerned), or to which Bidder failed to perform on other projects.
- f) A determination by Owner of the Contractor's lack of experience or lack of competency as may be revealed by qualification statements, financial statements, experience records, references, or other questionnaires.
- g) Substantial evidence of bad character or dishonesty.
- h) Bidder is involved in any current litigation with Owner.
- i) Bidder has defaulted on any contract or is in arrears on any contract.

## **20. LICENSES, PERMITS, AND CERTIFICATION**

20.1 When applicable, vendor must hold a Certificate of Competency issued by the State of Florida or the Palm Beach County Construction Industry Licensing.

20.2 An Occupational License obtained from the Owner shall be required of any person maintaining a permanent business location or branch office within the City of Lake Worth.

20.3 A copy of any licenses and permits shall be submitted with the Bid and must be in the name of the vendor shown on the Bid submittal.

## **21. PREPARATION EXPENSE**

21.1 Neither the Owner nor its representatives will be liable for any expenses incurred in connection with the preparation, presentation or submittal of any Bid.

## **22. NON-COLLUSION**

22.1 Bidder certifies that this Bid is made without prior understanding, agreement, or connection with any individual, firm, partnership, corporation or other entity submitting a Bid for the same materials, services, supplies, or equipment and is in all respects fair and without collusion or fraud. No premiums, rebates, or gratuities are permitted with, prior to, or after any delivery of material or

provisions of services. Any violation of this provision may result in Contract cancellation, return of materials or discontinuation of services, and the possible removal of Bidder from the vendor Bid list(s).

## **23. CODE OF ETHICS**

23.1 If any Bidder violates or is a party to a violation of the Code of Ethics of the Owner, Palm Beach County, and/or of the State of Florida with respect to this Bid, such Bidder may be disqualified from performing the work described in this Bid or from furnishing the goods or services for which this Bid is submitted and may be further disqualified from bidding on any future Bids for work or for goods or services for the Owner.

## **24. CONFLICT OF INTEREST**

24.1 The award is subject to any and all applicable conflict of interest provisions found in the policies or Code of Ordinances of the City, the Palm Beach County Code of Ethics, and found in the Florida Statutes. All Bidders must complete the Conflict of Interest Form attached hereto.

## **25. DRUG FREE WORKPLACE PROGRAMS**

25.1 Preference may be given to businesses with Drug-Free Work Place Programs. Whenever two or more Bids which are equal with respect to price, quality, and service are received by the Owner for the procurement of commodities or contractual services, a Bid received from a business that completes the attached DFW form certifying that it is a DFW may be given preference in the award process.

## **26. LEGAL REQUIREMENTS**

26.1 Federal, State, County and Owner laws, ordinances, rules, codes, guidelines, directives and regulations that in any manner affect the items covered herein apply. Lack of knowledge by the Bidder shall in no way be a cause for relief from responsibility.

## **27. COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH ACT**

27.1 The Bidder certifies that all equipment and materials contained in this Bid shall meet all O.S.H.A. requirements. Bidder further certifies that, if it is the successful Bidder and the equipment and/or materials delivered are subsequently found to be deficient in any O.S.H.A. requirements in effect on the date of delivery, all costs necessary to bring the equipment and/or materials into compliance with the aforementioned requirements shall be borne by the Bidder.

## **28. NON-APPROPRIATIONS**

28.1 The obligations of the Owner to make a Bid award and sign an agreement under the terms of this "Invitation to Bid" are contingent upon funds lawfully appropriated for this purpose. Should funds not be appropriated for this purpose, the Owner, at its sole discretion, shall have the right to reject all Bids.

## **29. FLORIDA PUBLIC RECORDS ACT AND CONTRACT CONTENT OWNERSHIP**

29.1 All material submitted regarding this Bid becomes the property of the Owner. Pursuant to sec. 119.07(1), Fla. Stat., sealed Bids received by the Owner pursuant to a competitive solicitation are subject to disclosure when the Owner provides notice of an intended decision or until thirty (30) after opening of the Bids, whichever is earlier. If the Owner rejects all bids submitted in response to a competitive solicitation and the Owner concurrently provides notice of its intent to reissue the competitive solicitation, the rejected bids remain exempt from sec. 119.07(1), Fla. Stat., until such time as the Owner provides notice of an intended decision concerning the reissued competitive solicitation or until the Owner withdraws the reissued competitive solicitation. A Bid is not exempt from disclosure for longer than 12 months after the initial notice rejecting all Bids made by the Owner. Bidder should take special note of this as it relates to any proprietary information that might

be included in their offer. Any resulting contract may be reviewed by any person after the contract has been executed by the Owner. The Owner has the right to use any or all information/material submitted in response to this bid and/or any resulting contract from the same. Disqualification of a Bidder does not eliminate this right.

29.2 Contractor shall comply with Florida's Public Records Laws, and, if applicable, specifically agrees to:

- a) Keep and maintain public records that ordinarily and necessarily would be required by the Owner in order to perform the service.
- b) Provide the public with access to public records on the same terms and conditions that the Owner would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- d) Meet all requirements for retaining public records and transfer, at no cost, to the Owner all public records in possession of the Contractor upon termination of the Contract Documents and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the Owner in a format that is compatible with the information technology systems of the Owner.

END OF SECTION

**BID FORM MUST BE SUBMITTED IN DUPLICATE**

BIDDER: \_\_\_\_\_

PROJECT: 2" Watermain Replacement – Phase IA  
For City of Lake Worth, Florida  
IFB #16-102

DATE: \_\_\_\_\_  
(Bid Submitted on)

**00300  
BID FORM**

THIS BID IS SUBMITTED TO:

1. The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an Agreement with OWNER in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.

2. BIDDER accepts all of the terms and conditions of the Advertisement or Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 120 days after the day of Bid opening. BIDDER will sign and submit the Agreement with the Bonds and other documents required by the Bidding Requirements within 15 days after the date of OWNER's Notice of Award.

3. In submitting this Bid, BIDDER represents, as more fully set forth in the Agreement, that:

(a) BIDDER has examined copies of all the Bidding Documents and of the following Addenda (receipt of all which is hereby acknowledged):

Date	Number
------	--------

(b) BIDDER has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance or furnishing of the Work.

(c) BIDDER has studied carefully all reports and drawings of subsurface conditions and drawings of physical conditions which are identified in the Division 1: General Requirements as provided in paragraph 4.2 of the General Conditions, and accepts the determination set forth in Division 1: General Conditions of the extent of the technical data contained in such reports and drawings upon which BIDDER is entitled to rely.

(d) BIDDER has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests and studies (in addition to or to supplement those referred to in (c) above) which pertain to the subsurface or physical conditions at the site or otherwise may affect the cost, progress, performance or furnishing of the Work as BIDDER considers necessary for the performance or furnishing of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of paragraph 4.2 of the General Conditions; and no additional examinations, investigations, explorations, tests, reports or similar information or data are or will be required by BIDDER for such purposes.

- (e) BIDDER has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing Underground Facilities at or contiguous to the site and assumes responsibility for the accurate location of said Underground Facilities. No additional examinations, investigations, explorations, tests, reports or similar information or data in respect of said Underground Facilities are or will be required by BIDDER in order to perform and furnish the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of paragraph 4.3 of the General Conditions.
- (f) BIDDER has correlated the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents.
- (g) BIDDER has given ENGINEER written notice of all conflicts, errors or discrepancies that it has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to BIDDER.
- (h) This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; BIDDER has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; BIDDER has not solicited or induced any person, firm or corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for itself any advantage over any other Bidder or over OWNER.

4. BIDDER agrees to perform all the Work described in Contract Documents, subject to adjustments as provided therein, for the Prices BIDDER provides on the Unit Price Schedule (Page 00300-5 thru 00300-6):

5. BIDDER declares it understands that the unit quantities shown on the Bid Form Unit Price Schedule are approximate only and not guaranteed and are subject to either increase or decrease; and that should the quantities of any of the items of Work be increased, the BIDDER agrees to do the additional Work at the unit prices set out herein, and should the quantities be decreased, BIDDER also understands that final payment shall be made on actual quantities completed at the unit prices, and shall make no claims for anticipated profits for any decrease in the quantities.

6. The BIDDER further declares it understands the OWNER may elect to construct only a portion of the Work covered by these Documents and BIDDER agrees to perform that portion of the Work for which BIDDER is awarded a Contract at the unit prices quoted herein.

7. BIDDER agrees that the Work:

will be substantially complete within 180 calendar days after the date when the Contract Time commences to run as provided in paragraph 2.3 of the General Conditions, and completed and ready for final payment within 210 calendar days after the date when the Contract Time commences to run.

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

8. The following documents are attached to and made a condition of this Bid:

- (a) Required Bid Security in the form of \_\_\_\_\_.
- (b) Unit Price Schedule on Page(s) 00300-5 and 00300-6.
- (c) Trench Safety Affidavit on Page(s) 00300-7.
- (d) Schedule of Subcontractors (Page(s) 00300-8)
- (e) Schedule of Suppliers, Equipment and Materials (Page(s) 00300-9)

(f) Sworn Statements Under Section 287.133(3)(a), Florida Statutes, on Public Entity Crimes on Page(s) 00300-10 and 00300-11.

(g) (List other documents as pertinent): Certification of Drug Free Workplace Program Page 00300-12.

(h) FDEP Supplementary Conditions (Construction) Page 00810 (23 pages).

9. Communications concerning this Bid shall be telephoned or addressed to:

The phone number and address of BIDDER indicated below.

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

11. BIDDER's Florida Contractor's License No. \_\_\_\_\_.

12. BIDDER covenants that it is qualified to do business in the State of Florida and has attached evidence of BIDDER's qualification to do business in the State of Florida, or if not attached, BIDDER covenants to obtain such evidence within five days of request by OWNER to provide evidence.



**CITY OF LAKE WORTH  
2" WATERMAIN REPLACEMENT PHASE 1A  
UNIT PRICE SCHEDULE**

NO. ITEM DESCRIPTION	Qty	Unit	Unit Price	Amount
<b>SECTION A - PROJECT GENERAL CONDITIONS</b>				
A-1 Mobilization & General Conditions	1	LS	\$	<u>                    </u>
A-2 Bonds & Insurance Requirements	1	LS	\$	<u>                    </u>
A-3 Maintenance of Traffic	1	LS	\$	<u>                    </u>
A-4 Pre Construction Video	1	LS	\$	<u>                    </u>
A-4 Record Drawings	1	LS	\$	<u>                    </u>
A-5 General Allowance	1	LS	\$	<u>          \$25,000.00</u>
<b>SECTION A SUBTOTAL</b>				<u>                    </u>
<b>SECTION B - WATERMAIN &amp; APPURTENANCES</b>				
B-1 2" PVC Watermain	110	LF	\$	<u>                    </u>
B-2 4" PVC Watermain	2,000	LF	\$	<u>                    </u>
B-2 4" DIP Watermain	200	LF	\$	<u>                    </u>
B-3 4" Gate Valve	2	EA	\$	<u>                    </u>
B-4 Connect to Existing 4" Watermain	1	EA	\$	<u>                    </u>
B-5 Connect to Existing 6" Watermain	1	EA	\$	<u>                    </u>
B-6 Connect to Existing 8" Watermain	1	EA	\$	<u>                    </u>
B-7 6" x 4" Tapping Sleeve, 4" Tapping Valve and connect to existing	1	EA	\$	<u>                    </u>
B-8 8" x 4" Tapping Sleeve, 4" Tapping Valve and connect to existing	2	EA	\$	<u>                    </u>
B-9 12" x 4" Tapping Sleeve, 4" Tapping Valve and connect to existing	2	EA	\$	<u>                    </u>
B-10 2" PVC Temporary Jumper with Water Service Connection	2,200	LF	\$	<u>                    </u>
B-11 Abandon 2" Watermain	1	LS	\$	<u>                    </u>
B-12 Flushing Hydrant Assembly	1	EA	\$	<u>                    </u>
B-13 Sanitary Sewer Lateral Replacement	40	EA	\$	<u>                    </u>
B-14 Disinfection and Sample Points	8	EA	\$	<u>                    </u>
B-15 Concrete Walk	170	SY	\$	<u>                    </u>
B-16 Directional Drill Water Service	3	EA	\$	<u>                    </u>
B-17 1" Water Service	22	EA	\$	<u>                    </u>
B-18 1.5" Water Service	10	EA	\$	<u>                    </u>
B-19 2" Water Service	5	EA	\$	<u>                    </u>
B-20 1" Water Service with New Meter Box	22	EA	\$	<u>                    </u>

**CITY OF LAKE WORTH  
2" WATERMAIN REPLACEMENT PHASE 1A  
UNIT PRICE SCHEDULE**

<b>NO. ITEM DESCRIPTION</b>	<b>Qty</b>	<b>Unit</b>	<b>Unit Price</b>	<b>Amount</b>
B-21 6" Base Rock Over Alley Trench	1,500	SY	\$	\$
B-22 2" Base Rock Over Remainder of Alley	300	SY	\$	\$
B-23 Asphalt Trench Restoration Including Base	400	SY	\$	\$
B-24 Type 'F' Curb	20	LF	\$	\$
B-25 Restoration - Landscaping, Fence, Etc.	1	LS	\$	\$
B-26 Miscellaneous	1	LS	\$	\$
<b>SECTION B SUBTOTAL</b>				\$
<b>SECTION A + B SUBTOTAL</b>				\$
<b>SECTION C - ALTERNATE BID ITEMS</b>				
C-1 Furnish Utility Crew and Equipment	40	HRS	\$	\$
C-2 Furnish Additional Ductile Iron Fittings	1,000	LB	\$	\$
C-3 1" Mill and Asphalt Overlay	2,000	SY	\$	\$
<b>SECTION C SUBTOTAL</b>				\$
<b>TOTAL SECTIONS A, B, AND C</b>				\$

PROJECT NO: B4030.00

**TRENCH SAFETY AFFIDAVIT**

(FAILURE TO COMPLETE THIS FORM MAY RESULT IN THE BID BEING DECLARED NON-RESPONSIVE)

\_\_\_\_\_ (NAME OF CONTRACTOR) hereby provides written assurance that compliance with applicable Trench Safety Standards identified in the Occupational Safety & Health Administration's Excavation Safety Standards, (OSHA) 29 C.F.R.S. 1926.650 Subpart P will be adhered to during trench excavation in accordance with Florida Statutes 553.60 through 553.64 inclusive (1990), "Trench Safety Act".

The undersigned acknowledges that included in the various items of the proposal and in the Total Bid Price are costs for complying with the Florida "Trench Safety Act" as summarized below: (Attach additional sheets as necessary)

Schedule Item	Trench Safety Measure (Slope, Trench Shield, etc.	Cost
		\$
		\$
		\$
		\$
		\$
		\$
		\$
	Total	\$

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

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

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

Subscribed and Sworn to (or affirmed) before me on \_\_\_\_\_ (date) by

\_\_\_\_\_ (name). He/she is personally known to me or has

presented \_\_\_\_\_ (type of identification) as identification.

\_\_\_\_\_  
Notary Public Signature and Seal

\_\_\_\_\_  
Print Notary Name and Commission No.

SCHEDULE OF SUBCONTRACTORS

List Proposed Subcontractors

Category of Work

<hr/>	<hr/>

SCHEDULE OF EQUIPMENT AND MATERIALS

Description	Manufacturer	Model
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

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

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

1. This sworn statement is submitted to \_\_\_\_\_  
by \_\_\_\_\_ [print name of the public entity]  
by \_\_\_\_\_ [print individual's name and title]  
for \_\_\_\_\_ [print name of entity submitting sworn statement]

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

and (if applicable) its Federal Employer Identification Number (FEIN) is \_\_\_\_\_

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: \_\_\_\_\_.)

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

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

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

\_\_\_\_\_ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

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

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

\_\_\_\_\_  
[signature]

\_\_\_\_\_  
[date]

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

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

Subscribed and Sworn to (or affirmed) before me on \_\_\_\_\_ by \_\_\_\_\_  
[date]  
\_\_\_\_\_. He/she is personally known to me or has presented  
[name]  
\_\_\_\_\_ as identification.  
[type of identification]

\_\_\_\_\_  
[Notary's Signature and Seal]

\_\_\_\_\_  
Print Notary Name and Commission No.

Form PUR 7068 (Rev. 04/10/91)  
M/R 03/06/92

## CERTIFICATION OF DRUG FREE WORKPLACE PROGRAM

I certify the firm of \_\_\_\_\_ maintains a drug-free workplace program, and that the following conditions are met:

1. We publish a statement notifying employees that the unlawful manufacturer, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying that actions will be taken against employees for violations of such prohibitions.
2. We inform employees about the dangers of drug abuse in the workplace, the company's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. We give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection one (1).
4. In the statement specified subsection one (1) we notify the employee that; a condition of working in the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty nolo contendere to any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. We impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is convicted.
6. We make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

\_\_\_\_\_  
Contractor's Signature

**00500**  
**AGREEMENT**

THIS AGREEMENT is dated and will be effective on the \_\_\_\_\_ day of \_\_\_\_\_ in the year 20\_\_\_, by and between the City of Lake Worth (hereinafter called OWNER) and \_\_\_\_\_ (hereinafter called CONTRACTOR).

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

**ARTICLE 1. WORK.**

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

Installation of watermains and appurtenances

**ARTICLE 2. ENGINEER**

The Project has been designed by Mock, Roos & Associates, Inc., 5720 Corporate Way, West Palm Beach, FL 33407, who is hereinafter called ENGINEER and who is to act as OWNER's representative, assume all duties and responsibilities and have the rights and authority assigned to ENGINEER in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

**ARTICLE 3. CONTRACT TIME.**

3.1. The Work will be substantially completed within 180 days from the date when the Contract Time commences to run as provided in paragraph 2.3 of the General Conditions and shall be finally complete and ready for final payment in accordance with paragraph 14.13 of the General Conditions within 210 days from the date when the Contract Time commences to run.

3.2 All time limits for Milestones, if any, Substantial Completion and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

**3.3. LIQUIDATED DAMAGES. OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not completed within the times specified in paragraph 3.1 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. They also recognize the delays, expense and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER Five Hundred and 00/100 dollars (\$ 500.00 ) for each day that expires after the time specified in paragraph 3.1 for Substantial Completion until the Work is substantially complete. After Substantial Completion if CONTRACTOR shall neglect, refuse or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by OWNER, CONTRACTOR shall pay OWNER Five Hundred and 00/100 dollars (\$500.00 ) for each day that expires after the time specified in paragraph 3.1 for completion and readiness for final payment.**

**ARTICLE 4. CONTRACT PRICE.**

OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents, subject to adjustment as provided therein, in current funds as follows:

4.1 An amount equal to the sum of the established unit price for each separately identified item on the Unit Price Schedule times the estimated quantity of that item:

TOTAL OF ALL UNIT PRICES \_\_\_\_\_ (\$ \_\_\_\_\_)  
(use words) (figures)

which is based on the unit price(s) in the Bid Form Unit Price Schedule for Unit Bid Items numbered \_\_\_\_\_ to \_\_\_\_\_.

**ARTICLE 5. PAYMENT PROCEDURES.**

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

5.1. PROGRESS PAYMENTS. OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR's Applications for Payment as recommended by ENGINEER, on or about the 10<sup>th</sup> day of each month during construction as provided below. All progress payments will be on the basis of the progress of the Work measured by the schedule of values established in paragraph 2.9 of the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in Division 1: General Requirements.

5.1.1 Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below, but, in each case, less the aggregate of payments previously made and less such amounts as ENGINEER shall determine, or OWNER may withhold, in accordance with paragraph 14.7 of the General Conditions, less liquidated damages, if any.

90% of Work completed.

90% of materials and equipment not incorporated in the Work (but delivered, suitably stored and accompanied by documentation satisfactory to OWNER as provided in paragraph 14.2 of the General Conditions).

95% of the work complete after the Contractor has completed over 50% of the Work.

5.1.2 Upon Substantial Completion, in an amount sufficient to increase total payments to CONTRACTOR to 98% of the Contract Price, less such amounts as ENGINEER shall determine, or OWNER may withhold, in accordance with paragraph 14.7 of the General Conditions, less liquidated damages, if any.

5.2. FINAL PAYMENT. Upon final completion and acceptance of the Work in accordance with paragraph 14.13 of the General Conditions, and settlement of all claims, including liquidated

AGREEMENT

00500-2

damages, if any, OWNER shall pay the remainder of the Contract Price as recommended by ENGINEER as provided in said paragraph 14.13.

**ARTICLE 6.** (This Article left blank intentionally)

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

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

7.1. CONTRACTOR has familiarized itself with the nature and extent of the Contract Documents, Work, site locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance or furnishing of the Work.

7.2. CONTRACTOR has studied carefully all reports of explorations and tests of subsurface conditions and drawings of physical conditions which are identified in the Division 1: General Requirements as provided in paragraph 4.2 of the General Conditions, and accepts the determination set forth in Division 1: General Requirements of the extent of the technical data contained in such reports and drawings upon which CONTRACTOR is entitled to rely, if any.

7.3. CONTRACTOR has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests, reports and studies, if any, (in addition to or to supplement those referred to in paragraph 7.2 above) which pertain to the subsurface of physical conditions at or contiguous to the site or otherwise may affect the cost, progress, performance or furnishing of the Work as CONTRACTOR considers necessary for the performance or furnishing of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of paragraph 4.2 of the General Conditions; and no additional examinations, investigations, explorations, tests, reports, studies or similar information or data are or will be required by CONTRACTOR for such purposes.

7.4. CONTRACTOR has reviewed and checked all information and data shown or indicated on the Contract Documents, if any, with respect to existing Underground Facilities at or contiguous to the site and assumes responsibility for the accurate location of said Underground Facilities. No additional examinations, investigations, explorations, tests, reports, studies or similar information or data in respect of said Underground Facilities are or will be required by CONTRACTOR in order to perform and furnish the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of paragraph 4.3 of the General Conditions.

7.5. CONTRACTOR has correlated the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents.

7.6. CONTRACTOR has given ENGINEER written notice of all conflicts, errors or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.

7.7 CONTRACTOR acknowledges that the Contract Documents are generally sufficient to indicate and convey an adequate understanding of all terms and conditions for performance and furnishing of the Work.

**ARTICLE 8. CONTRACT DOCUMENTS.**

The Contract Documents which comprise the entire Agreement between OWNER and CONTRACTOR concerning the Work consist of the following:

- 8.1. This Agreement consisting of 7 pages.
- 8.2. Exhibits to this Agreement identified as: Contractor's Corporate Resolution; Contractor's Certificate of Insurance; \_\_\_\_\_ inclusive.
- 8.3. Performance Bond and Payment Bond consisting of 4 pages (plus Power of Attorney Forms as applicable).
- 8.4. Notice of Award and Notice to Proceed.
- 8.5. General Conditions consisting of 33 pages.
- 8.6. Supplementary Conditions consisting of 10 pages.
- 8.7. Bid documents as listed in the table of contents of the Project Manual.
- 8.8. Specifications consisting of 63 pages.
- 8.9. Drawings not attached hereto but are listed in Section 00860 List of Drawings.
- 8.10. Addenda numbers \_\_\_\_\_ to \_\_\_\_\_, inclusive.
- 8.11. CONTRACTOR's Bid consisting of \_\_\_\_\_ pages.
- 8.12. Documentation submitted by CONTRACTOR prior to Notice of Award.
- 8.13. The following which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto: All Written Amendments and other documents amending, modifying, or supplementing the Contract Documents pursuant to paragraphs 3.4 and 3.5 of the General Conditions.
- 8.14. The documents listed under Article 8 above are attached to this Agreement (except as expressly noted otherwise above).
- 8.15. Notice of Compliance with Chapter 556, Florida Statutes, consisting of 1 page.
- 8.16. Any other document attached hereto or incorporated herein.

There are no Contract Documents other than those listed above in this Article 8. The Contract Documents may only be amended, modified or supplemented as provided in paragraphs 3.4 and 3.5 of the General Conditions.

**ARTICLE 9. MISCELLANEOUS.**

- 9.1. Terms used in this Agreement which are defined in Article 1 of the General Conditions will have the meanings indicated in the General Conditions.

9.2. No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

9.3. OWNER and CONTRACTOR each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect of all covenants, agreements and obligations contained in the Contract Documents.

9.4. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and CONTRACTOR, who agree that the Contract Documents shall be reformed to replaced such stricken provision or part thereof with a valid and enforceable provisions that comes as close as possible to expressing the intention of the stricken provision.

9.5 A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Bid on a Contract to provide any goods or services to a public entity, may not submit a Bid on a Contract with a public entity for the construction or repair of a public building or public work, may not be awarded or perform Work as a Contractor, Supplier, Subcontractor, or Consultant under a Contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for Category Two for a period of 36 months from the date of being placed on the convicted vendor list.

9.6 In accordance with Palm Beach County ordinance number 2011-009, the Contract Documents may be subject to investigation and/or audit by the Palm Beach County Inspector General. Contractor should review such ordinance in order to be aware of its rights and/or obligations under such ordinance and as applicable.

9.7 Failure of either party to enforce or exercise any right(s) under the Contract Documents shall not be deemed a waiver of either party's right to enforce said right(s) at any time thereafter.

9.8 TO ENCOURAGE PROMPT AND EQUITABLE RESOLUTION OF ANY LITIGATION, EACH PARTY HEREBY WAIVES ITS RIGHTS TO A TRIAL BY JURY IN ANY LITIGATION RELATED TO THE CONTRACT DOCUMENTS.

9.9 The Contractor is, and shall be, in the performance of all Work under the Contract Documents, an Independent Contractor, and not an employee, agent, or servant of the Owner. All persons engaged in any of the Work performed pursuant to the Contract Documents shall at all times and in all places be subject to the Contractor's sole direction, supervision and control.

9.10 The Contractor shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the Work for at least five (5) years after final payment is made. The Owner shall have access to such books, records, and documents as required for the purpose of inspection or audit during normal business hours at the Contractor's place of business. Under no circumstances will Contractor be required to disclose any confidential or proprietary information regarding its products and service costs.

9.11 The Contract Documents shall not be construed more strongly against either party regardless of who was more responsible for its preparation.

9.12 Contractor shall comply with Florida's Public Records Laws, and specifically agrees to:

- a) Keep and maintain public records that ordinarily and necessarily would be required by the Owner in order to perform the service.
- b) Provide the public with access to public records on the same terms and conditions that the Owner would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- d) Meet all requirements for retaining public records and transfer, at no cost, to the Owner all public records in possession of the Contractor upon termination of the Contract Documents and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the Owner in a format that is compatible with the information technology systems of the Owner.

**ARTICLE 10. INDEMNIFICATION.**

10.1. Contractor shall indemnify and hold harmless Owner and Engineer and their respective officers, and employees for liabilities, damages, losses, and costs, including but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Contractor and persons employed or utilized by the Contractor in the performance of the construction contract.

10.2. It is the specific intent of the parties hereto that the foregoing indemnification complies with section 725.06, Florida Statutes. It is further the specific intent and agreement of the parties that all of the Contract Documents on this Project are hereby amended to include the foregoing indemnification and the "Specific Consideration" therefore.

10.3 Nothing in the Contract Documents shall be construed or interpreted as consent by the OWNER to be sued, nor as a waiver of sovereign immunity beyond the waiver or limits provided in section 768.28, Florida Statutes.

**REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK**  
**SIGNATURE PAGE FOLLOWS**

IN WITNESS WHEREOF, OWNER AND CONTRACTOR have signed this Agreement in four parts. Two counterparts have been delivered to OWNER, and one counterpart each to CONTRACTOR and ENGINEER. All portions of the Contract Documents have been signed or identified by OWNER and CONTRACTOR or by ENGINEER on their behalf.

**CITY OF LAKE WORTH, FLORIDA**

By: \_\_\_\_\_  
Pam Triolo, Mayor

ATTEST

\_\_\_\_\_  
Pamela J. Lopez, City Clerk

Approved as to form and legal sufficiency:

\_\_\_\_\_  
Glen J. Torcivia, City Attorney

**CONTRACTOR:** \_\_\_\_\_

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

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

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

[Corporate Seal]

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

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2015 by \_\_\_\_\_, as \_\_\_\_\_ of \_\_\_\_\_, Inc., a Florida corporation, and who is personally known to me or who has produced the following \_\_\_\_\_ as identification.

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

PROJECT: 2" Watermain Replacement – Phase IA  
For City of Lake Worth, Florida

00501  
OPINION OF ATTORNEY

This is to certify that I have examined the attached Contract Documents, that after such examination I am of the opinion that the execution of the Agreement, the Performance Bond and Payment Bond are in due and proper form.

\_\_\_\_\_  
Attorney for Owner

This the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

00610  
**Construction Performance Bond**

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

CONTRACTOR (Name and Address):

SURETY (Name and Principal Place of Business):

OWNER (Name and Address):

**CONSTRUCTION CONTRACT**

Date:

Amount:

Description (Name and Location):

**BOND**

Date (Not earlier than Construction Contract Date):

Amount:

Modifications to this Bond Form:

**CONTRACTOR AS PRINCIPAL**

Company: \_\_\_\_\_ (Corp. Seal)

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

**SURETY**

Company: \_\_\_\_\_ (Corp. Seal)

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

**CONTRACTOR AS PRINCIPAL**

Company: \_\_\_\_\_ (Corp. Seal)

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

**SURETY**

Company: \_\_\_\_\_ (Corp. Seal)

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

EJCDC No. 1910-28A (1984 Edition)

Prepared through the joint efforts of The Surety Association of America, Engineers' Joint Contract Documents Committee, The Associated General Contractors of America, and the American Institute of Architects.

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 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 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:

1. After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, tender payment therefor to the Owner; or

2. Deny liability in whole or in part and notify the Owner citing reasons therefor.

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 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 including appellate proceedings, design professional and delay costs and expenses resulting from the Contractor's default, 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 Contractor.

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 the location in which the work or part of the work is located and shall be instituted within two years after Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. 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 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.

\* resulting from the actions or failure to act of the Surety under Paragraph 4; and

This Bond is executed pursuant to Florida Statutes Section 255.05 or Section 713.23, whichever is applicable, and is subject to the notice and time limitation provisions.

(FOR INFORMATION ONLY—Name, Address and Telephone)

AGENT or BROKER:

OWNER'S REPRESENTATIVE (Architect/Engineer or other party):

Mock, Roos & Associates, Inc.

5720 Corporate Way

West Palm Beach, FL 33407

CONSTRUCTION PERFORMANCE BOND

00610-2

00620  
**Construction Payment Bond**

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

CONTRACTOR (Name and Address):

SURETY (Name and Principal Place of Business):

OWNER (Name and Address):

**CONSTRUCTION CONTRACT**

Date:

Amount:

Description (Name and Location):

**BOND**

Date (Not earlier than Construction Contract Date):

Amount:

Modifications to this Bond Form:

**CONTRACTOR AS PRINCIPAL**

Company: \_\_\_\_\_ (Corp. Seal)

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

**SURETY**

Company: \_\_\_\_\_ (Corp. Seal)

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

**CONTRACTOR AS PRINCIPAL**

Company: \_\_\_\_\_ (Corp. Seal)

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

**SURETY**

Company: \_\_\_\_\_ (Corp. Seal)

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

ICDC No. 1910-28B (1984 Edition)

Prepared through the joint efforts of the Surety Association of America, Engineers' Joint Contract Documents Committee, The Associated General Contractors of America, American Institute of Architects, American Subcontractors Association, and the Associated Specialty Contractors.

CONSTRUCTION PAYMENT BOND

00620-1

1. The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in 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 Claimants, 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. (see Note 1)
- 4.2. Claimants who do not have a direct contract with the Contractor:
  - 1. Have furnished written notice to the Contractor and sent a copy, or notice thereof, to the Owner, within 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
  - 2. Have either received a rejection in whole or in part from the Contractor, or not received within 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
  - 3. Not having been paid within the above 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 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

Note 1: As an additional requirement any claimant, except a laborer, who is not in privity with the Contractor and who has not received payment for his work shall, within forty-five days after beginning to furnish labor, materials or supplies, furnish the Contractor with a Notice that he intends to look to the Bond for protection.

This Bond is executed pursuant to Florida Statutes Section 255.05 or Section 713.23, whichever is applicable, and is subject to the notice and time limitation provisions.

(FOR INFORMATION ONLY—Name, Address and Telephone)

AGENT or BROKER:

OWNER'S REPRESENTATIVE (Architect, Engineer or other party):

Mock, Roos & Associates, Inc.  
5720 Corporate Way  
West Palm Beach, FL 33407

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 2 year from the date (1) on which the Claimant gave the notice required by Subparagraph 4.1 or Clause 4.2 (iii), or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) 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 applicable.

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 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.

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, architectural and 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.

PROJECT: 2" Watermain Replacement – Phase IA  
For City of Lake Worth, Florida

**SECTION 00630  
NOTICE OF COMPLIANCE WITH CHAPTER 556, FLORIDA STATUTES**

The undersigned Contractor does hereby confirm to the Owner and Engineer that the Contractor has reviewed the provisions of Chapter 556, Florida Statutes, and has provided to “Sunshine State One-Call of Florida, Inc.” the information required under F.S. 556.105 before the commencement of any excavation or demolition required for the Work.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
(name of Contractor)

\_\_\_\_\_  
(signature)

\_\_\_\_\_  
(print name)

\_\_\_\_\_  
(title)

END OF SECTION

00670  
CONTRACTOR'S AFFIDAVIT TO OWNER

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

Before me, the undersigned authority, authorized to administer oaths and take acknowledgements, personally appeared \_\_\_\_\_, who, being by me first duly sworn, on oath depose(s) and say(s):

(1) He/she is/They are a (Corporation, Partnership or Individual) of \_\_\_\_\_ (State), doing business as \_\_\_\_\_ (Company Name), hereinafter called "Contractor".

(2) Contractor heretofore entered into a Contract with \_\_\_\_\_ hereinafter called "Owner" to do Work (furnish material, labor and services) for the construction of \_\_\_\_\_, located at \_\_\_\_\_ County, Florida. "

(3) Contractor has fully completed construction in accordance with the terms of the Contract, and all lienors have been paid in full, except:

<u>NAME OF LIENOR</u>	<u>AMOUNT DUE AND UNPAID</u>
	\$

(4) All Workmen's Compensation claims have been settled and no liability claims are pending, in connection with, arising out of or resulting from the Contract.

(5) Receipt by the Contractor of the final payment, under the aforementioned Contract, shall constitute a full release and discharge by the Contractor to the Owner of any and all claims of the Contractor against the Owner, arising out of, connected with, or resulting from performance of the obligations of the Contractor pursuant to the Contract Documents.

(6) The term "lienor" as used in this affidavit means any person having a lien or a prospective lien, under the Mechanics Lien Law of Florida, on the land and property of the Owner referred to in paragraph (2) of this affidavit..

(7) This affidavit is given pursuant to the provisions of Florida Statutes Section 713.06 or Section 255.05, whichever is applicable.  
Signed and sealed in the presence of:

(ENTITY)	By: _____
(SEAL)	

Subscribed and Sworn to (or affirmed) before me on \_\_\_\_\_ (date) by \_\_\_\_\_ (name). He/she is personally known to me or has presented \_\_\_\_\_ (type of identification) as identification.

Notary Public Signature and Seal	Print Notary Name and Commission No.
----------------------------------	--------------------------------------

00680  
APPLICATION FOR PAYMENT NO. \_\_\_\_\_

Project 2" Watermain Replacement – Phase IA for City of Lake Worth, Florida

Application is made for payment, as hereinafter shown, in connection with this Agreement:

Total Work to Date - see attached schedule	\$ _____
Total Material Suitably Stored - see attached schedule	\$ _____
Gross Amount Due	\$ _____
Less _____ % Retainage	\$ _____
Amount Due to Date	\$ _____
Less Previous Applications	\$ _____
Amount Due This Application	\$ _____

Original Contract Price	\$ _____
Net Change Orders	\$ _____
Current Contract Price	\$ _____
Value of Work Remaining to be Done	\$ _____

Contractor's Certification:

The undersigned Contractor certifies that (1) all previous progress payments received from Owner on account of Work done under the Agreement referred to above have been applied to discharge in full all obligations of Contractor incurred in connection with Work covered by prior Applications for Payment numbered 1 through \_\_\_\_\_, inclusive; and (2) title to all materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to Owner at time of payment free and clear of all liens, claims, security interests and encumbrances (except such as covered by Bond acceptable to Owner).

Dated \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
Contractor and Mailing Address

By \_\_\_\_\_  
(Name and Title)

State of \_\_\_\_\_ )  
County of \_\_\_\_\_ )ss

Subscribed and Sworn to (or affirmed) before me on \_\_\_\_\_ (date)  
personally appeared \_\_\_\_\_ (name).  
He/she is personally known to me or has presented \_\_\_\_\_  
\_\_\_\_\_ (type of identification) as identification. Who being so duly sworn, did depose and say that he/she is \_\_\_\_\_ of the Contractor above mentioned; that he/she executed the above Application for Payment and statement on behalf of said Contractor; and that all of the statements contained therein are true, correct and complete.

\_\_\_\_\_  
Notary Public Signature and Seal

\_\_\_\_\_  
Print Notary Name and Commission No.

Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

MOCK, ROOS & ASSOCIATES, INC.

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

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

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

CITY OF LAKE WORTH  
By \_\_\_\_\_  
(Name) (Title)

00681  
**SCHEDULE OF VALUES AND WORK COMPLETED**

PROJECT TITLE \_\_\_\_\_

CONTRACTOR \_\_\_\_\_

FOR PERIOD ENDING \_\_\_\_\_

TO ACCOMPANY APPLICATION NO. \_\_\_\_\_

ITEM	CONTRACTOR'S Schedule of Values			Work Completed	
	Unit Price	Quantity	Amount	Quantity	Amount
	\$		\$		\$
NOTE: CONTRACTOR SHALL PREPARE APPROPRIATE SCHEDULE WITH ALL CONTRACT ITEMS					
SHOWN FOR ATTACHMENT TO EACH APPLICATION FOR PAYMENT.					
			Total (Original Contract)		\$ _____
C.O. No. 1					
C.O. No. 1	NOTE: CHANGE ORDER(S) SHALL BE ITEMIZED AS APPLICABLE.				

TOTAL WORK TO DATE \$ \_\_\_\_\_

MATERIALS SUITABLY STORED

NOTE: CONTRACTOR TO ITEMIZE AND ATTACH APPROPRIATE INVOICES

TOTAL MATERIAL SUITABLY STORED \$ \_\_\_\_\_

Accompanying Documentation (Contractor to itemize):

05/02/86  
GC-1

00700  
**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 CONSULTING ENGINEERS COUNCIL

---

AMERICAN SOCIETY OF CIVIL ENGINEERS

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CONSTRUCTION SPECIFICATIONS INSTITUTE

This document has been approved and endorsed by

The Associated General  Contractors of America

These General Conditions have been prepared for use with the Owner-Contractor Agreements (No. 1910-8-A-1 or 1910-8-A-2, 1983 editions). Their provisions are interrelated and a change in one may necessitate a change in the others. Comments concerning their usage are contained in the Commentary on Agreements for Engineering Services and Contract Documents, No. 1910-9, 1981 edition. For guidance in the preparation of Supplementary Conditions, see Guide to the Preparation of Supplementary Conditions (No. 1910-17, 1983 edition). When bidding is involved, the Standard Form of Instructions to Bidders (No. 1910-12, 1983 edition) may be used.

CONSTRUCTION SPECIFICATIONS

FOR THE

CONSTRUCTION OF A

BRIDGE OVER THE RIVER

SECTION 01100 - GENERAL



SECTION 01100 - GENERAL

SECTION 01100 - GENERAL

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2029 K Street, N.W., Washington, D.C. 20006

American Consulting Engineers Council  
1015 15th Street, N.W., Washington, D.C. 20005

American Society of Civil Engineers  
345 East 47th Street, New York, NY 10017

Construction Specifications Institute  
601 Madison St., Alexandria, VA 22314

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# GENERAL CONDITIONS

## ARTICLE I—DEFINITIONS

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

*Addenda*—Written or graphic instruments issued prior to the opening of Bids which clarify, correct or change the bidding documents or the Contract Documents.

*Agreement*—The written agreement between OWNER and CONTRACTOR covering the Work to be performed; other Contract Documents are attached to the Agreement and made a part thereof as provided therein.

*Application for Payment*—The form accepted by ENGINEER which is to be used by CONTRACTOR in requesting progress or final payments and which is to include such supporting documentation as is required by the Contract Documents.

*Bid*—The offer or proposal of the bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

\* *BIDDER*—(see §SC-1 of Supplementary Conditions)

*Bonds*—Bid, performance and payment bonds and other instruments of security.

*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 Time, issued on or after the Effective Date of the Agreement.

*Contract Documents*—The Agreement, Addenda (which pertain to the Contract Documents), CONTRACTOR'S Bid (including documentation accompanying the Bid and any post-Bid documentation submitted prior to the Notice of Award) when attached as an exhibit to the Agreement, the Bonds, these General Conditions, the Supplementary Conditions, the Specifications and the Drawings as the same are more specifically identified in the Agreement, together with all amendments, modifications and supplements issued pursuant to paragraphs 3.4 and 3.5 on or after the Effective Date of the Agreement.

*Contract Price*—The moneys payable by OWNER to CONTRACTOR under the Contract Documents as stated in the Agreement (subject to the provisions of paragraph 11.9.1 in the case of Unit Price Work).

*Contract Time*—The number of days (computed as provided in paragraph 17.2) or the date stated in the Agreement for the completion of the Work.

*CONTRACTOR*—The person, firm or corporation with whom OWNER has entered into the Agreement.

*defective*—An adjective which when modifying the word Work refers to Work that is unsatisfactory, faulty or deficient, or does not conform to the Contract Documents, or does not meet the requirements of any inspection, reference standard, test or approval referred to in the Contract Documents, or 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 14.8 or 14.10).

*Drawings*—The drawings which show the character and scope of the Work to be performed and which have been prepared or approved by ENGINEER and are referred to in the Contract Documents.

*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.

*ENGINEER*—The person, firm or corporation named as such in the Agreement.

*Field Order*—A written order issued by ENGINEER which orders minor changes in the Work in accordance with paragraph 9.5 but which does not involve a change in the Contract Price or the Contract Time.

*General Requirements*—Sections of Division 1 of the Specifications.

*Laws and Regulations; Laws or Regulations*—Laws, rules, regulations, ordinances, codes and/or orders.

*Notice of Award*—The written notice by OWNER to the apparent successful bidder stating that upon compliance by the apparent successful bidder with the conditions precedent enumerated therein, within the time specified, OWNER will sign and deliver the Agreement.

*Notice to Proceed*—A written notice given by OWNER to CONTRACTOR (with a copy to ENGINEER) fixing the date on which the Contract Time will commence to run and on which CONTRACTOR shall start to perform CONTRACTOR'S obligations under the Contract Documents.

*OWNER*—The public body or authority, corporation, association, firm or person with whom CONTRACTOR has entered into the Agreement and for whom the Work is to be provided.

*Partial Utilization*—Placing a portion of the Work in service for the purpose for which it is intended (or a related purpose) before reaching Substantial Completion for all the Work.

*Project*—The total construction of which the Work to be provided under the Contract Documents may be the whole, or a part as indicated elsewhere in the Contract Documents.

*Resident Project Representative*—The authorized representative of ENGINEER who is assigned to the site or any part thereof. (see §SC-1 of Supplementary Conditions) \*

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

**Specifications**—Those portions of the Contract Documents consisting of written technical descriptions of materials, equipment, construction systems, standards and workmanship as applied to the Work and certain administrative details applicable thereto.

**Subcontractor**—An individual, firm or corporation having a direct contract with CONTRACTOR or with any other Subcontractor for the performance of a part of the Work at the site.

**Substantial Completion**—The Work (or a specified part thereof) has progressed to the point where, in the opinion of ENGINEER as evidenced by ENGINEER's definitive certificate of Substantial Completion, it is sufficiently complete, in accordance with the Contract Documents, so that the Work (or specified part) can be utilized for the purposes for which it is intended; or if there be no such certificate issued, when final payment is due in accordance with paragraph 14.13. The terms "substantially complete" and "substantially completed" as applied to any Work refer to Substantial Completion thereof.

**Supplementary Conditions**—The part of the Contract Documents which amends or supplements these General Conditions.

**Supplier**—A manufacturer, fabricator, supplier, distributor, materialman or vendor.

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

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

**Work**—The entire completed construction or the various separately identifiable parts thereof required to be furnished under the Contract Documents. Work is the result of performing services, furnishing labor and furnishing and incorporating materials and equipment into the construction, all as required by the Contract Documents.

**Work Directive Change**—A written directive 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 physical conditions under which the Work is to be performed as provided in paragraph 4.2 or 4.3 or to emergencies under paragraph 6.22. A Work Directive Change may not change the Contract Price or the Contract Time, but is evidence that the parties expect that the change directed or documented by a Work Directive Change will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Time as provided in paragraph 10.2.

**Written Amendment**—A written amendment of the Contract Documents, signed by OWNER and CONTRACTOR on or after the Effective Date of the Agreement and normally dealing with the nonengineering or nontechnical rather than strictly Work-related aspects of the Contract Documents.

## ARTICLE 2—PRELIMINARY MATTERS

### *Delivery of Bonds:*

2.1. When CONTRACTOR delivers the executed Agreements to OWNER, CONTRACTOR shall also deliver to OWNER such Bonds as CONTRACTOR may be required to furnish in accordance with paragraph 5.1.

### *Copies of Documents:*

2.2. OWNER shall furnish to CONTRACTOR up to ten copies (unless otherwise specified in the Supplementary Conditions) of the Contract Documents as are reasonably necessary for the execution of the Work. Additional copies will be furnished, upon request, at the cost of reproduction.

### *Commencement of Contract Time; Notice to Proceed:*

2.3. The Contract Time 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 thirty days after the Effective Date of the Agreement. In no event will the Contract Time commence to run later than the seventy-fifth day after the day of Bid opening or the thirtieth day after the Effective Date of the Agreement, whichever date is earlier. (See ISC-2.3 of Supplementary Conditions) \*

### *Starting the Project:*

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

### *Before Starting Construction:*

2.5. Before undertaking each part of the Work, CONTRACTOR shall carefully study and compare the Contract Documents and check and verify pertinent figures shown

thereon and all applicable field measurements. CONTRACTOR shall promptly report in writing to ENGINEER any conflict, error or discrepancy which CONTRACTOR may discover and shall obtain a written interpretation or clarification from ENGINEER before proceeding with any Work affected thereby; however, CONTRACTOR shall not be liable to OWNER or ENGINEER for failure to report any conflict, error or discrepancy in the Contract Documents, unless CONTRACTOR had actual knowledge thereof or should reasonably have known thereof.

2.6. Within ten days after the Effective Date of the Agreement (unless otherwise specified in the General Requirements), CONTRACTOR shall submit to ENGINEER for review:

2.6.1. an estimated progress schedule indicating the starting and completion dates of the various stages of the Work;

2.6.2. a preliminary schedule of Shop Drawing submissions; and

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

~~2.7. Before any Work at the site is started, CONTRACTOR shall deliver to OWNER, with a copy to ENGINEER, certificates (and other evidence of insurance requested by OWNER) which CONTRACTOR is required to purchase and maintain in accordance with paragraphs 5.7 and 5.4, and OWNER shall deliver to CONTRACTOR certificates (and other evidence of insurance requested by CONTRACTOR) which OWNER is required to purchase and maintain in accordance with paragraphs 5.6 and 5.7. (See 1Sc-2.7 of the Supplementary Conditions)~~

**Preconstruction Conference:**

2.8. Within twenty days after the Effective Date of the Agreement, but before CONTRACTOR starts the Work at the site, a conference attended by CONTRACTOR, ENGINEER and others as appropriate will be held to discuss the schedules referred to in paragraph 2.6, to discuss procedures for handling Shop Drawings and other submittals and for processing Applications for Payment, and to establish a working understanding among the parties as to the Work.

**Finalizing Schedules:**

2.9. At least ten days before submission of the first Application for Payment a conference attended by CONTRACTOR, ENGINEER and others as appropriate will be held to finalize the schedules submitted in accordance with para-

graph 2.6. The finalized progress schedule will be acceptable to ENGINEER as providing an orderly progression of the Work to completion within the Contract Time, but such acceptance will neither impose on ENGINEER responsibility for the progress or scheduling of the Work nor relieve CONTRACTOR from full responsibility therefor. The finalized schedule of Shop Drawing submissions will be acceptable to ENGINEER as providing a workable arrangement for processing the submissions. The finalized schedule of values will be acceptable to ENGINEER as to form and substance.

**ARTICLE 3—CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE**

**Intent:**

3.1. The Contract Documents comprise the entire agreement between OWNER and CONTRACTOR concerning the Work. The Contract Documents are complementary; what is called for by one is as binding as if called for by all. The Contract Documents will be construed in accordance with the law of the place of the Project.

3.2. 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 Work, materials or equipment that may reasonably be inferred from the Contract Documents as being required to produce the intended result will be supplied whether or not specifically called for. When words which have a well-known technical or trade meaning are used to describe Work, materials or equipment such words shall be interpreted in accordance with that meaning. Reference to standard specifications, manuals or codes of any technical society, organization or association, or to the Laws or Regulations of any governmental authority, whether such reference be specific or by implication, shall mean the latest standard specification, manual, code or Laws or Regulations in effect at the time of opening of Bids (or, on the Effective Date of the Agreement if there were no Bids), except as may be otherwise specifically stated. However, no provision of any referenced standard specification, manual or code (whether or not specifically incorporated by reference in the Contract Documents) shall be effective to change the duties and responsibilities of OWNER, CONTRACTOR or ENGINEER, or any of their consultants, agents or employees from those set forth in the Contract Documents, nor shall it be effective to assign to ENGINEER, or any of ENGINEER's consultants, agents or employees, any duty or authority to supervise or direct the furnishing or performance of the Work or any duty or authority to undertake responsibility contrary to the provisions of paragraph 9.15 or 9.16. Clarifications and interpretations of the Contract Documents shall be issued by ENGINEER as provided in paragraph 9.4.

3.3. If, during the performance of the Work, CONTRACTOR finds a conflict, error or discrepancy in the Contract Documents, CONTRACTOR shall so report to ENGINEER in writing at once and before proceeding with the Work affected thereby shall obtain a written interpretation or clarification

from ENGINEER; however, CONTRACTOR shall not be liable to OWNER or ENGINEER for failure to report any conflict, error or discrepancy in the Contract Documents unless CONTRACTOR had actual knowledge thereof or should reasonably have known thereof.

**Amending and Supplementing Contract Documents:**

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

- 3.4.1. a formal Written Amendment,
- 3.4.2. a Change Order (pursuant to paragraph 10.4), or
- 3.4.3. a Work Directive Change (pursuant to paragraph 10.1).

As indicated in paragraphs 11.2 and 12.1, Contract Price and Contract Time may only be changed by a Change Order or a Written Amendment.

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

- 3.5.1. a Field Order (pursuant to paragraph 9.5),
- 3.5.2. ENGINEER's approval of a Shop Drawing or sample (pursuant to paragraphs 6.26 and 6.27), or
- 3.5.3. ENGINEER's written interpretation or clarification (pursuant to paragraph 9.4).

**Reuse of Documents:**

3.6. Neither CONTRACTOR nor any Subcontractor or Supplier or other person or organization performing or furnishing any of the Work under a direct or indirect contract with OWNER shall 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; and they shall not reuse any of them on extensions of the Project or any other project without written consent of OWNER and ENGINEER and specific written verification or adaptation by ENGINEER.

**ARTICLE 4—AVAILABILITY OF LANDS; PHYSICAL CONDITIONS; REFERENCE POINTS**

**Availability of Lands:**

4.1. OWNER shall furnish, as indicated in the Contract Documents, the lands upon which the Work is to be performed, rights-of-way and easements for access thereto, and

such other lands which are designated for the use of CONTRACTOR. Easements for permanent structures or permanent changes in existing facilities will be obtained and paid for by OWNER, unless otherwise provided in the Contract Documents. If CONTRACTOR believes that any delay in OWNER's furnishing these lands, rights-of-way or easements entitles CONTRACTOR to an extension of the Contract Time, CONTRACTOR may make a claim therefor as provided in Article 12. CONTRACTOR shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

**Physical Conditions:** (see USC 4.2.1. of the Supplementary Conditions) \*

4.2.1. *Explorations and Reports:* Reference is made to the Supplementary Conditions for identification of those reports of explorations and tests of subsurface conditions at the site that have been utilized by ENGINEER in preparation of the Contract Documents. CONTRACTOR may rely upon the accuracy of the technical data contained in such reports, but not upon nontechnical data, interpretations or opinions contained therein or for the completeness thereof for CONTRACTOR's purposes. Except as indicated in the immediately preceding sentence and in paragraph 4.2.6, CONTRACTOR shall have full responsibility with respect to subsurface conditions at the site.

4.2.2. *Existing Structures:* Reference is made to the Supplementary Conditions for identification of those drawings of physical conditions in or relating to existing surface and subsurface structures (except Underground Facilities referred to in paragraph 4.3) which are at or contiguous to the site that have been utilized by ENGINEER in preparation of the Contract Documents. CONTRACTOR may rely upon the accuracy of the technical data contained in such drawings, but not for the completeness thereof for CONTRACTOR's purposes. Except as indicated in the immediately preceding sentence and in paragraph 4.2.6, CONTRACTOR shall have full responsibility with respect to physical conditions in or relating to such structures.

4.2.3. *Report of Differing Conditions:* If CONTRACTOR believes that:

- 4.2.3.1. any technical data on which CONTRACTOR is entitled to rely as provided in paragraphs 4.2.1 and 4.2.2 is inaccurate, or
- 4.2.3.2. any physical condition uncovered or revealed at the site differs materially from that indicated, reflected or referred to in the Contract Documents,

CONTRACTOR shall, promptly after becoming aware thereof and before performing any Work in connection therewith (except in an emergency as permitted by paragraph 6.22), notify OWNER and ENGINEER in writing about the inaccuracy or difference.

4.2.4. *ENGINEER's Review:* ENGINEER will promptly review the pertinent conditions, determine the necessity of obtaining additional explorations or tests with respect thereto and advise OWNER in writing (with a copy to CONTRACTOR) of ENGINEER's findings and conclusions.

4.2.5. *Possible Document Change:* If ENGINEER concludes that there is a material error in the Contract Documents or that because of newly discovered conditions a change in the Contract Documents is required, a Work Directive Change or a Change Order will be issued as provided in Article 10 to reflect and document the consequences of the inaccuracy or difference.

4.2.6. *Possible Price and Time Adjustments:* In each such case, an increase or decrease in the Contract Price or an extension or shortening of the Contract Time, or any combination thereof, will be allowable to the extent that they are attributable to any such inaccuracy or difference. If OWNER and CONTRACTOR are unable to agree as to the amount or length thereof, a claim may be made therefor as provided in Articles 11 and 12.

#### *Physical Conditions—Underground Facilities:*

4.3.1. *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 or by others. Unless it is otherwise expressly provided in the Supplementary Conditions:

4.3.1.1. OWNER and ENGINEER shall not be responsible for the accuracy or completeness of any such information or data; and,

4.3.1.2. CONTRACTOR shall have full responsibility for reviewing and checking all such information and data, for locating all Underground Facilities shown or indicated in the Contract Documents, for coordination of the Work with the owners of such Underground Facilities during construction, for the safety and protection thereof as provided in paragraph 6.20 and repairing any damage thereto resulting from the Work, the cost of all of which will be considered as having been included in the Contract Price.

4.3.2. *Not Shown or Indicated.* If an Underground Facility is uncovered or revealed at or contiguous to the site which was not shown or indicated in the Contract Documents and which CONTRACTOR could not reasonably have been expected to be aware of, CONTRACTOR shall, promptly after becoming aware thereof and before performing any Work affected thereby (except in an emergency as permitted by paragraph 6.22), identify the owner of such Underground Facility and give written notice thereof to that owner and to OWNER and ENGINEER. ENGINEER will promptly review the Underground Facility to

determine the extent to which the Contract Documents should be modified to reflect and document the consequences of the existence of the Underground Facility, and the Contract Documents will be amended or supplemented to the extent necessary. During such time, CONTRACTOR shall be responsible for the safety and protection of such Underground Facility as provided in paragraph 6.20. CONTRACTOR shall be allowed an increase in the Contract Price or an extension of the Contract Time, or both, to the extent that they are attributable to the existence of any Underground Facility that was not shown or indicated in the Contract Documents and which CONTRACTOR could not reasonably have been expected to be aware of. If the parties are unable to agree as to the amount or length thereof, CONTRACTOR may make a claim therefor as provided in Articles 11 and 12.

#### *Reference Points:*

4.4. 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 (unless otherwise specified in the General Requirements), shall protect and preserve the established reference points and shall make no changes or relocations without the prior written approval of OWNER. CONTRACTOR shall report to ENGINEER whenever any reference point is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points by professionally qualified personnel.

## ARTICLE 5—BONDS AND INSURANCE

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#### *Performance and Other Bonds:*

5.1. 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 CONTRACTOR's obligations under the Contract Documents. These Bonds shall remain in effect at least until one year after the date when final payment becomes due, except as otherwise provided by Law or Regulation or by the Contract Documents. CONTRACTOR shall also furnish such other Bonds as are required by the Supplementary Conditions. All Bonds shall be in the forms prescribed by Law or Regulation or by the Contract Documents and 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 Audit Staff Bureau of Accounts, U.S. Treasury Department. All Bonds signed by an agent must be accompanied by a certified copy of the authority to act. (See SC-5.1 of the Supplementary Conditions)

5.2. If the surety on any Bond furnished by CONTRACTOR is declared a 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 5.1, CONTRACTOR shall within five days thereafter substitute another Bond and Surety, both of which must be acceptable to OWNER.

\* **Contractor's Liability Insurance:** (See §SC-5.3 of the Supplementary Conditions)

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

5.3.1. Claims under workers' or workmen's compensation, disability benefits and other similar employee benefit acts;

5.3.2. Claims for damages because of bodily injury, occupational sickness or disease, or death of CONTRACTOR's employees;

5.3.3. Claims for damages because of bodily injury, sickness or disease, or death of any person other than CONTRACTOR's employees;

5.3.4. Claims for damages insured by 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;

5.3.5. 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 therefrom;

5.3.6. Claims arising out of operation of Laws or Regulations for damages because of bodily injury or death of any person or for damage to property; and

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

The insurance required by this paragraph 5.3 shall include the specific coverages and be written for not less than the limits of liability and coverages provided in the Supplementary Conditions, or required by law, whichever is greater. The comprehensive general liability insurance shall include completed operations insurance. All of the policies of insurance so required to be purchased and maintained (or the certificates or other evidence thereof) shall contain a provision or endorsement that the coverage afforded will not be cancelled, materially changed or renewal refused until at least

thirty days' prior written notice has been given to OWNER and ENGINEER by certified mail. All such insurance shall remain in effect until final payment and at all times thereafter when CONTRACTOR may be correcting, removing or replacing defective Work in accordance with paragraph 13.12. In addition, CONTRACTOR shall maintain such completed operations insurance for at least two years after final payment and furnish OWNER with evidence of continuation of such insurance at final payment and one year thereafter.

\* **Contractual Liability Insurance:** (See §SC-5.4 of the Supplementary Conditions)

5.4. The comprehensive general liability insurance required by paragraph 5.3 will include contractual liability insurance applicable to CONTRACTOR's obligations under paragraphs 6.30 and 6.31.

\* **Owner's Liability Insurance:** (See §SC-5.5 of the Supplementary Conditions)

5.5. OWNER shall be responsible for purchasing and maintaining OWNER's own liability insurance and, at OWNER's option, may purchase and maintain such insurance as will protect OWNER against claims which may arise from operations under the Contract Documents.

\* **Property Insurance:** (See §SC-5.6 thru 5.10 of the Supplementary Conditions)

5.6. Unless otherwise provided in the Supplementary Conditions, OWNER shall purchase and maintain property insurance upon the Work at the site to the full insurable value thereof (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). This insurance shall include the interests of OWNER, CONTRACTOR, Subcontractors, ENGINEER and ENGINEER's consultants in the Work, all of whom shall be listed as insureds or additional insured parties, shall insure against the perils of fire and extended coverage and shall include "all risk" insurance for physical loss and damage including theft, vandalism and malicious mischief, collapse and water damage, and such other perils as may be provided in the Supplementary Conditions, and shall include damages, losses and expenses arising out of or resulting from any insured loss or incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers, architects, attorneys and other professionals). If not covered under the "all risk" insurance or otherwise provided in the Supplementary Conditions, CONTRACTOR shall purchase and maintain similar property insurance on portions of the Work stored on and off the site or in transit when such portions of the Work are to be included in an Application for Payment.

5.7. 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, ENGINEER AND ENGINEER's consultants in the Work, all of whom shall be listed as insured or additional insured parties.

~~5.8. All the policies of insurance (or the certificates or other evidence thereof) required to be purchased and maintained by OWNER in accordance with paragraphs 5.6 and 5.7 will contain a provision or endorsement that the coverage afforded will not be cancelled or materially changed or renewal refused until at least thirty days' prior written notice has been given to CONTRACTOR by certified mail and will contain waiver provisions in accordance with paragraph 5.11.2.~~

~~5.9. OWNER shall not be responsible for purchasing and maintaining any property insurance to protect the interests of CONTRACTOR, Subcontractors or others in the Work to the extent of any deductible amounts that are provided in the Supplementary Conditions. The risk of loss within the deductible amount, will be borne by CONTRACTOR, Subcontractor 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.~~

~~5.10. If CONTRACTOR requests in writing that other special insurance be included in the property insurance policy, OWNER shall, if possible, include such insurance, and the cost thereof will be charged to CONTRACTOR by appropriate Change Order or Written Amendment. 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.~~

#### **Waiver of Rights:**

5.11.1. OWNER and CONTRACTOR waive all rights against each other for all losses and damages caused by any of the perils covered by the policies of insurance provided in response to paragraphs 5.6 and 5.7 and any other property insurance applicable to the Work, and also waive all such rights against the Subcontractors, ENGINEER, ENGINEER's consultants and all other parties named as insureds in such policies for losses and damages so caused. As required by paragraph 6.11, each subcontract between CONTRACTOR and a Subcontractor will contain similar waiver provisions by the Subcontractor in favor of OWNER, CONTRACTOR, ENGINEER, ENGINEER's consultants and all other parties named as insureds. None of the above waivers shall extend to the rights that any of the insured parties may have to the proceeds of insurance held by OWNER as trustee or otherwise payable under any policy so issued.

5.11.2. OWNER and CONTRACTOR intend that any policies provided in response to paragraphs 5.6 and 5.7 shall protect all of the parties insured and provide primary coverage for all losses and damages caused by the perils covered thereby. Accordingly, all such policies shall contain provisions to the effect that in the event of payment of any loss or damage the insurer will have no rights of recovery against any of the parties named as insureds or additional insureds, and if the insurers require separate waiver forms to be signed by ENGINEER or ENGINEER's consultant OWNER will obtain the same, and if

such waiver forms are required of any Subcontractor, CONTRACTOR will obtain the same.

#### **Receipt and Application of Proceeds:**

5.12. Any insured loss under the policies of insurance required by paragraphs 5.6 and 5.7 will be adjusted with OWNER and made payable to OWNER as trustee for the insureds, as their interests may appear, subject to the requirements of any applicable mortgage clause and of paragraph 5.13. 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 or Written Amendment.

5.13. OWNER as trustee shall have power to adjust and settle any loss with the insurers unless one of the parties in interest shall object in writing within fifteen days after the occurrence of loss to OWNER's exercise of this power. If such objection be made, OWNER as trustee shall make settlement with the insurers in accordance with such agreement as the parties in interest may reach. If required in writing by any party in interest, OWNER as trustee shall, upon the occurrence of an insured loss, give bond for the proper performance of such duties.

#### **Acceptance of Insurance:** (See ¶SC-5.14 of the Supplementary Conditions) \*

~~5.14. If OWNER has any objection to the coverage afforded by or other provisions of the insurance required to be purchased and maintained by CONTRACTOR in accordance with paragraphs 5.3 and 5.4 on the basis of its not complying with the Contract Documents, OWNER shall notify CONTRACTOR in writing thereof within ten days of the date of delivery of such certificates to OWNER in accordance with paragraph 2.7. If CONTRACTOR has any objection to the coverage afforded by or other provisions of the policies of insurance required to be purchased and maintained by OWNER in accordance with paragraphs 5.6 and 5.7 on the basis of their not complying with the Contract Documents, CONTRACTOR shall notify OWNER in writing thereof within ten days of the date of delivery of such certificates to CONTRACTOR in accordance with paragraph 2.7. OWNER and CONTRACTOR shall each provide to the other such additional information in respect of insurance provided by each as the other may reasonably request. Failure by OWNER or CONTRACTOR to give any such notice of objection within the time provided shall constitute acceptance of such insurance purchased by the other as complying with the Contract Documents.~~

#### **Partial Utilization—Property Insurance:**

5.15. If OWNER finds it necessary to occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work, such use or occupancy may be accomplished in accordance with paragraph 14.10; provided that no

such use or occupancy shall commence before the insurers providing the property insurance have acknowledged notice thereof and in writing effected the 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 cancelled or lapse on account of any such partial use or occupancy.

## ARTICLE 6—CONTRACTOR'S RESPONSIBILITIES

### *Supervision and Superintendence:*

6.1. CONTRACTOR shall supervise 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, but CONTRACTOR shall not be responsible for the negligence of others in the design or selection of a specific means, method, technique, sequence or procedure of construction which is indicated in and required by the Contract Documents. CONTRACTOR shall be responsible to see that the finished Work complies accurately with the Contract Documents.

6.2. CONTRACTOR shall keep on the Work at all times during its progress 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 the superintendent shall be as binding as if given to CONTRACTOR.

### *Labor, Materials and Equipment:*

6.3. CONTRACTOR shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. CONTRACTOR shall at all times maintain good discipline and order at the site. Except in connection with the safety or protection of persons or the Work or property at the site or adjacent thereto, and except as otherwise indicated in the Contract Documents, all Work at the site shall be performed during regular working hours, and CONTRACTOR will not permit overtime work or the performance of Work on Saturday, Sunday or any legal holiday without OWNER's written consent given after prior written notice to ENGINEER.

6.4. Unless otherwise specified in the General Requirements, CONTRACTOR shall furnish and assume full responsibility for all materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities and all other facilities and incidentals necessary for the furnishing, performance, testing, start-up and completion of the Work.

6.5. All materials and equipment shall be of good quality and new, except as otherwise provided in the Contract Documents. If required by ENGINEER, CONTRACTOR shall furnish satisfactory evidence (including reports of required tests) as to the kind and quality of materials and equipment. All materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable Supplier except as otherwise provided in the Contract Documents; but no provision of any such instructions will be effective to assign to ENGINEER, or any of ENGINEER's consultants, agents or employees, any duty or authority to supervise or direct the furnishing or performance of the Work or any duty or authority to undertake responsibility contrary to the provisions of paragraph 9.15 or 9.16.

### *Adjusting Progress Schedule:*

6.6. CONTRACTOR shall submit to ENGINEER for acceptance (to the extent indicated in paragraph 2.9) adjustments in the progress schedule to reflect the impact thereon of new developments; these will conform generally to the progress schedule then in effect and additionally will comply with any provisions of the General Requirements applicable thereto.

### *Substitutes or "Or-Equal" Items:*

6.7.1. Whenever materials or equipment are specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier the naming of the item is intended to establish the type, function and quality required. Unless the name is followed by words indicating that no substitution is permitted, materials or equipment of other Suppliers may be accepted by ENGINEER if sufficient information is submitted by CONTRACTOR to allow ENGINEER to determine that the material or equipment proposed is equivalent or equal to that named. The procedure for review by ENGINEER will include the following as supplemented in the General Requirements. Requests for review of substitute items of material and equipment will not be accepted by ENGINEER from anyone other than CONTRACTOR. If CONTRACTOR wishes to furnish or use a substitute item of material or equipment, CONTRACTOR shall make written application to ENGINEER for acceptance thereof, certifying that the proposed substitute will perform adequately the functions and achieve the results called for by the general design, be similar and of equal substance to that specified and be suited to the same use as that specified. The application will state that the evaluation and acceptance of the proposed substitute will not prejudice CONTRACTOR's achievement of Substantial Completion on time, whether or not acceptance of the substitute for use in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with OWNER for work on the Project) to adapt the design to the proposed substitute and whether or not incorporation or use of the substitute in connection with the Work is subject to payment of any license fee or

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

6.7.2. If a specific means, method, technique, sequence or procedure of construction is indicated in or required by the Contract Documents, CONTRACTOR may furnish or utilize a substitute means, method, sequence, technique or procedure of construction acceptable to ENGINEER, if CONTRACTOR submits sufficient information to allow ENGINEER to determine that the substitute proposed is equivalent to that indicated or required by the Contract Documents. The procedure for review by ENGINEER will be similar to that provided in paragraph 6.7.1 as applied by ENGINEER and as may be supplemented in the General Requirements.

6.7.3. ENGINEER will be allowed a reasonable time within which to evaluate each proposed substitute. ENGINEER will be the sole judge of acceptability, and no substitute will be ordered, installed or utilized without ENGINEER's prior written acceptance which will be evidenced by either a Change Order or an approved Shop Drawing. OWNER may require CONTRACTOR to furnish at CONTRACTOR's expense a special performance guarantee or other surety with respect to any substitute. ENGINEER will record time required by ENGINEER and ENGINEER's consultants in evaluating substitutions proposed by CONTRACTOR and in making changes in the Contract Documents occasioned thereby. Whether or not ENGINEER accepts a proposed substitute, CONTRACTOR shall reimburse OWNER for the charges of ENGINEER and ENGINEER's consultants for evaluating each proposed substitute.

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

6.8.1. CONTRACTOR shall not employ any Subcontractor, Supplier or other person or organization (including those acceptable to OWNER and ENGINEER as indicated in paragraph 6.8.2), whether initially or as a substitute, against whom OWNER or ENGINEER may have reasonable objection. CONTRACTOR shall not be required to employ any Subcontractor, Supplier or other person or organization to furnish or perform any of the Work against whom CONTRACTOR has reasonable objection.

6.8.2. If the Supplementary Conditions require the identity of certain Subcontractors, Suppliers or other persons or organizations (including those who are to furnish the principal items of materials and equipment) to be submitted to OWNER in advance of the specified date prior to the Effective Date of the Agreement for acceptance by

OWNER and ENGINEER and if CONTRACTOR has submitted a list thereof in accordance with the Supplementary Conditions, OWNER's or ENGINEER's acceptance (either in writing or by failing to make written objection thereto by the date indicated for acceptance or objection in the bidding documents or the Contract Documents) of any such Subcontractor, Supplier or other person or organization so identified may be revoked on the basis of reasonable objection after due investigation, in which case CONTRACTOR shall submit an acceptable substitute, the Contract Price will be increased by the difference in the cost occasioned by such substitution and an appropriate Change Order will be issued or Written Amendment signed. No acceptance by OWNER or ENGINEER of any such Subcontractor, Supplier or other person or organization shall constitute a waiver of any right of OWNER or ENGINEER to reject defective Work.

6.8.3. (See §SC-6.8.3 of the Supplementary Conditions) \*

6.9. CONTRACTOR shall be fully responsible to OWNER and ENGINEER for all acts and omissions of the Subcontractors, Suppliers and other persons and organizations performing or furnishing any of the Work under a direct or indirect contract with CONTRACTOR just as CONTRACTOR is responsible for CONTRACTOR's own acts and omissions. Nothing in the Contract Documents shall create any contractual relationship between OWNER or ENGINEER and any such Subcontractor, Supplier or other person or organization, nor shall it 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 person or organization except as may otherwise be required by Laws and Regulations. (See §SC-6.9 of the Supplementary Conditions) \*

6.10. 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.

6.11. All Work performed for CONTRACTOR by a Subcontractor will be pursuant to an appropriate agreement between CONTRACTOR and the Subcontractor which specifically binds the Subcontractor to the applicable terms and conditions of the Contract Documents for the benefit of OWNER and ENGINEER and contains waiver provisions as required by paragraph 5.11. CONTRACTOR shall pay each Subcontractor a just share of any insurance moneys received by CONTRACTOR on account of losses under policies issued pursuant to paragraphs 5.6 and 5.7.

#### *Patent Fees and Royalties:*

6.12. 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. CONTRACTOR shall indemnify and hold harmless OWNER and ENGINEER and anyone directly or indirectly employed by either of them from and against all claims, damages, losses and expenses (including attorneys' fees and court and arbitration costs) arising out of any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product or device not specified in the Contract Documents, and shall defend all such claims in connection with any alleged infringement of such rights.

**Permits:**

6.13. 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. CONTRACTOR shall pay all charges of utility owners for connections to the Work, and OWNER shall pay all charges of such utility owners for capital costs related thereto such as plant investment fees. (See §6.13 of the Supplementary Conditions)

**Laws and Regulations:**

6.14.1. CONTRACTOR shall give all notices and comply with all Laws and Regulations applicable to furnishing and 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.

6.14.2. If CONTRACTOR observes that the Specifications or Drawings are at variance with any Laws or Regulations, CONTRACTOR shall give ENGINEER prompt written notice thereof, and any necessary changes will be authorized by one of the methods indicated in paragraph 3.4. If CONTRACTOR performs any Work knowing or having reason to know that it is contrary to such Laws or Regulations, and without such notice to ENGINEER, CONTRACTOR shall bear all costs arising therefrom; however, it shall not be CONTRACTOR's primary responsibility to make certain that the Specifications and Drawings are in accordance with such Laws and Regulations.

**Taxes:**

6.15. 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.

**Use of Premises:**

6.16. CONTRACTOR shall confine construction equipment, the storage of materials and equipment and the operations of workers to the Project site and land and areas identified in and permitted by the Contract Documents and other land and areas permitted by Laws and Regulations, rights-of-way, permits and easements, and shall not unreasonably encumber the premises with construction equipment or other materials or equipment. CONTRACTOR shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof or of any land or areas contiguous thereto, resulting from the performance of the Work. Should any claim be made against OWNER or ENGINEER by any such owner or occupant because of the performance of the Work, CONTRACTOR shall promptly attempt to settle with such other party by agreement or otherwise resolve the claim by arbitration or at law. CONTRACTOR shall, to the fullest extent permitted by Laws and Regulations, indemnify and hold OWNER and ENGINEER harmless from and against all claims, damages, losses and expenses (including, but not limited to, fees of engineers, architects, attorneys and other professionals and court and arbitration costs) arising directly, indirectly or consequentially out of any action, legal or equitable, brought by any such other party against OWNER or ENGINEER to the extent based on a claim arising out of CONTRACTOR's performance of the Work.

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

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

**Record Documents:**

6.19. CONTRACTOR shall maintain in a safe place at the site one record copy of all Drawings, Specifications, Addenda, Written Amendments, Change Orders, Work Directive Changes, Field Orders and written interpretations and clarifications (issued pursuant to paragraph 9.4) in good order and annotated to show all 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 com-

pletion of the Work, these record documents, samples and Shop Drawings will be delivered to ENGINEER for OWNER.

**Safety and Protection:**

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

6.20.1. all employees on the Work and other persons and organizations who may be affected thereby;

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

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

CONTRACTOR shall comply with all applicable Laws and Regulations of any public body having jurisdiction for the safety of persons or property or to protect them 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 utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation and replacement of their property. All damage, injury or loss to any property referred to in paragraph 6.20.2 or 6.20.3 caused, directly or indirectly, in whole or in part, by CONTRACTOR, any Subcontractor, Supplier or any other person or organization directly or indirectly employed by any of them to perform or furnish any of the Work 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 anyone employed by either of them or anyone for whose acts either of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of CONTRACTOR). CONTRACTOR's duties and responsibilities for the safety and protection of the Work shall continue until such time as all the Work is completed and ENGINEER has issued a notice to OWNER and CONTRACTOR in accordance with paragraph 14.13 that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).

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

**Emergencies:**

6.22. In emergencies affecting the safety or protection of persons or the Work or property at the site or adjacent thereto, CONTRACTOR, without special instruction or authorization from ENGINEER or OWNER, 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. If ENGINEER determines that a change in the Contract Documents is required because of the action taken in response to an emergency, a Work Directive Change or Change Order will be issued to document the consequences of the changes or variations.

**Shop Drawings and Samples:**

6.23. After checking and verifying all field measurements and after complying with applicable procedures specified in the General Requirements, CONTRACTOR shall submit to ENGINEER for review and approval in accordance with the accepted schedule of Shop Drawing submissions (see paragraph 2.9), or for other appropriate action if so indicated in the Supplementary Conditions, five copies (unless otherwise specified in the General Requirements) of all Shop Drawings, which will bear a stamp or specific written indication that CONTRACTOR has satisfied CONTRACTOR's responsibilities under the Contract Documents with respect to the review of the submission. All submissions will be identified as ENGINEER may require. The data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials and similar data to enable ENGINEER to review the information as required.

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

6.25.1. Before submission of each Shop Drawing or sample CONTRACTOR shall have determined and verified all quantities, dimensions, specified performance criteria, installation requirements, materials, catalog numbers and similar data with respect thereto and reviewed or coordinated each Shop Drawing or sample with other Shop Drawings and samples and with the requirements of the Work and the Contract Documents.

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

each Shop Drawing submitted to ENGINEER for review and approval of each such variation.

6.26. ENGINEER will review and approve with reasonable promptness Shop Drawings and samples, but ENGINEER's review and approval will be only for conformance with the design concept of the Project and for compliance with the information given in the Contract Documents and shall not extend to means, methods, techniques, sequences or procedures of construction (except where a specific means, method, technique, sequence or procedure of construction is indicated in or required by the Contract Documents) or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions. 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.

6.27. ENGINEER's review and approval of Shop Drawings or samples shall not relieve CONTRACTOR from responsibility for any variation from the requirements of the Contract Documents unless CONTRACTOR has in writing called ENGINEER's attention to each such variation at the time of submission as required by paragraph 6.25.2 and ENGINEER has given written approval of each such variation by a specific written notation thereof incorporated in or accompanying the Shop Drawing or sample approval; nor will any approval by ENGINEER relieve CONTRACTOR from responsibility for errors or omissions in the Shop Drawings or from responsibility for having complied with the provisions of paragraph 6.25.1.

6.28. Where a Shop Drawing or sample is required by the Specifications, any related Work performed prior to ENGINEER's review and approval of the pertinent submission will be the sole expense and responsibility of CONTRACTOR.

#### *Continuing the Work:*

6.29. 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 15.5 or as CONTRACTOR and OWNER may otherwise agree in writing.

#### *See Paragraph SC-6.30 of the Indemnification: Supplementary Conditions*

6.30. To the fullest extent permitted by Laws and Regulations CONTRACTOR shall indemnify and hold harmless OWNER and ENGINEER and their consultants, agents and employees from and against all claims, damages, losses and expenses, direct, indirect or consequential (including but not limited to fees and charges of engineers, architects, attorneys and other professionals and court and arbitration costs) arising out of or resulting from the performance of the Work,

provided that any such claim, damage, loss or expense (a) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting therefrom and (b) is caused in whole or in part by any negligent act or omission of CONTRACTOR, any Subcontractor, any person or organization directly or indirectly employed by any of them to perform or furnish any of the Work or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder or arises by or is imposed by Law and Regulations regardless of the negligence of any such party.

#### *See Paragraph SC-6.31 of the Supplementary Conditions*

6.31. In any and all claims against OWNER or ENGINEER or any of their consultants, agents or employees by any employee of CONTRACTOR, any Subcontractor, any person or organization directly or indirectly employed by any of them to perform or furnish any of the Work or anyone for whose acts any of them may be liable, the indemnification obligation under paragraph 6.30 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 or other person or organization under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.

6.32. The obligations of CONTRACTOR under paragraph 6.30 shall not extend to the liability of ENGINEER, ENGINEER's consultants, agents or employees arising out of the preparation or approval of maps, drawings, opinions, reports, surveys, Change Orders, designs or specifications.

## ARTICLE 7—OTHER WORK

### *Related Work at Site:*

7.1. OWNER may perform other work related to the Project at the site by OWNER's own forces, have other work performed by utility owners or let other direct contracts therefor which shall contain General Conditions similar to these. If the fact that such other work is to be performed was not noted in the Contract Documents, written notice thereof will be given to CONTRACTOR prior to starting any such other work; and, if CONTRACTOR believes that such performance will involve additional expense to CONTRACTOR or requires additional time and the parties are unable to agree as to the extent thereof, CONTRACTOR may make a claim therefor as provided in Articles 11 and 12.

7.2. CONTRACTOR shall afford each utility owner and other contractor who is a party to such a direct contract (or OWNER, if OWNER is performing the additional work with OWNER's employees) proper and safe access to the site and a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such work, and shall properly connect and coordinate the Work with theirs. CONTRACTOR shall do all cutting, fitting and patching of the Work that may be required to make its several parts come together properly and integrate with such other work. CON-

TRACTOR 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.

7.3. If any part of CONTRACTOR's Work depends for proper execution or results upon the work of any such other contractor or utility owner (or OWNER), CONTRACTOR shall inspect and promptly report to ENGINEER in writing any delays, defects or deficiencies in such work that render it unavailable or unsuitable for such proper execution and results. CONTRACTOR's failure so to report will constitute an acceptance of the other work as fit and proper for integration with CONTRACTOR's Work except for latent or non-apparent defects and deficiencies in the other work.

**Coordination:**

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

**ARTICLE 8—OWNER'S RESPONSIBILITIES**

8.1. OWNER shall issue all communications to CONTRACTOR through ENGINEER.

8.2. In case of termination of the employment of ENGINEER, OWNER shall appoint an engineer against whom CONTRACTOR makes no reasonable objection, whose status under the Contract Documents shall be that of the former ENGINEER. Any dispute in connection with such appointment shall be subject to arbitration.

8.3. OWNER shall furnish the data required of OWNER under the Contract Documents promptly and shall make payments to CONTRACTOR promptly after they are due as provided in paragraphs 14.4 and 14.13.

8.4. OWNER's duties in respect of providing lands and easements and providing engineering surveys to establish reference points are set forth in paragraphs 4.1 and 4.4. Paragraph 4.2 refers to OWNER's identifying and making available to CONTRACTOR copies of reports of explorations and tests of subsurface conditions at the site and in existing struc-

tures which have been utilized by ENGINEER in preparing the Drawings and Specifications.

8.5. OWNER's responsibilities in respect of purchasing and maintaining liability and property insurance are set forth in paragraphs 5.5 through 5.8.

8.6. OWNER is obligated to execute Change Orders as indicated in paragraph 10.4.

8.7. OWNER's responsibility in respect of certain inspections, tests and approvals is set forth in paragraph 13.4.

8.8. In connection with OWNER's right to stop Work or suspend Work, see paragraphs 13.10 and 15.1. Paragraph 15.2 deals with OWNER's right to terminate services of CONTRACTOR under certain circumstances.

**ARTICLE 9—ENGINEER'S STATUS DURING CONSTRUCTION**

**Owner's Representative:**

9.1. 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 shall not be extended without written consent of OWNER and ENGINEER.

**Visits to Site:**

9.2. ENGINEER will make visits to the site at intervals appropriate to the various stages of construction to observe the progress and quality of the executed Work and to determine, in general, if the Work is proceeding in accordance with the Contract Documents. ENGINEER will not be required to make exhaustive or continuous on-site inspections 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 to the Contract Documents. On the basis of such visits and on-site observations as an experienced and qualified design professional, ENGINEER will keep OWNER informed of the progress of the Work and will endeavor to guard OWNER against defects and deficiencies in the Work.

**Project Representation:**

9.3. If OWNER and ENGINEER agree, ENGINEER will furnish a Resident Project Representative to assist ENGINEER in observing the performance of the Work. The duties, responsibilities and limitations of authority of any such Resident Project Representative and assistants will be as provided in the Supplementary Conditions. If OWNER designates another agent to represent OWNER at the site who is not ENGINEER's agent or employee, the duties, responsibilities and limitations of authority of such other person will be as provided in the Supplementary Conditions.

9.3.1. (See ¶SC-9.3.1 of the Supplementary Conditions) \*

#### *Clarifications and Interpretations:*

9.4. ENGINEER will issue with reasonable promptness such written clarifications or interpretations of the requirements of the Contract Documents (in the form of Drawings or otherwise) as ENGINEER may determine necessary, which shall be consistent with or reasonably inferable from the overall intent of the Contract Documents. If CONTRACTOR believes that a written clarification or interpretation justifies an increase in the Contract Price or an extension of the Contract Time and the parties are unable to agree to the amount or extent thereof, CONTRACTOR may make a claim therefor as provided in Article 11 or Article 12.

#### *Authorized Variations in Work:*

9.5. 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 Time and are consistent with the overall intent of the Contract Documents. These may be accomplished by a Field Order and will be binding on OWNER, and also on CONTRACTOR who shall perform the Work involved promptly. If CONTRACTOR believes that a Field Order justifies an increase in the Contract Price or an extension of the Contract Time and the parties are unable to agree as to the amount or extent thereof, CONTRACTOR may make a claim therefor as provided in Article 11 or 12.

#### *Rejecting Defective Work:*

9.6. ENGINEER will have authority to disapprove or reject Work which ENGINEER believes to be *defective*, and will also have authority to require special inspection or testing of the Work as provided in paragraph 13.9, whether or not the Work is fabricated, installed or completed. **(See SC-9.6 of the Supplementary Conditions)**

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

9.7. In connection with ENGINEER's responsibility for Shop Drawings and samples, see paragraphs 6.23 through 6.29 inclusive.

9.8. In connection with ENGINEER's responsibilities as to Change Orders, see Articles 10, 11 and 12.

9.9. In connection with ENGINEER's responsibilities in respect of Applications for Payment, etc., see Article 14.

#### *Determinations for Unit Prices:*

9.10. ENGINEER will determine the actual quantities and classifications of Unit Price Work performed by CONTRACTOR. ENGINEER will review with CONTRACTOR 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 decisions thereon will be final and binding upon OWNER and CONTRACTOR, unless, within ten days after the date of any such decision, either OWNER or CONTRACTOR delivers to the other party to the Agreement and

to ENGINEER written notice of intention to appeal from such a decision.

#### *Decisions on Disputes:*

9.11. ENGINEER will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work thereunder. Claims, disputes and other matters relating to the acceptability of the Work or the interpretation of the requirements of the Contract Documents pertaining to the performance and furnishing of the Work and claims under Articles 11 and 12 in respect of changes in the Contract Price or Contract Time will be referred initially to ENGINEER in writing with a request for a formal decision in accordance with this paragraph, which ENGINEER will render in writing within a reasonable time. Written notice of each such claim, dispute and other matter will be delivered by the claimant to ENGINEER and the other party to the Agreement promptly (but in no event later than thirty days) after the occurrence of the event giving rise thereto, and written supporting data will be submitted to ENGINEER and the other party within sixty days after such occurrence unless ENGINEER allows an additional period of time to ascertain more accurate data in support of the claim.

9.12. When functioning as interpreter and judge under paragraphs 9.10 and 9.11, 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. The rendering of a decision by ENGINEER pursuant to paragraphs 9.10 and 9.11 with respect to any such claim, dispute or other matter (except any which have been waived by the making or acceptance of final payment as provided in paragraph 14.16) will be a condition precedent to any exercise by OWNER or CONTRACTOR of such rights or remedies as either may otherwise have under the Contract Documents or by Laws or Regulations in respect of any such claim, dispute or other matter.

#### *Limitations on ENGINEER's Responsibilities:*

9.13. Neither ENGINEER's authority to act under this Article 9 or elsewhere in the Contract Documents nor any decision made by ENGINEER in good faith either to exercise or not exercise such authority shall give rise to any duty or responsibility of ENGINEER to CONTRACTOR, any Sub-contractor, any Supplier, or any other person or organization performing any of the Work, or to any surety for any of them.

9.14. Whenever in the Contract Documents the terms "as ordered", "as directed", "as required", "as allowed", "as approved" or terms of like effect or import are used, or the adjectives "reasonable", "suitable", "acceptable", "proper" or "satisfactory" or adjectives of like effect or import are used to describe a requirement, direction, review or judgment of ENGINEER as to the Work, it is intended that such requirement, direction, review or judgment will be solely to evaluate the Work for compliance with the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective shall not be

effective to assign to ENGINEER any duty or authority to supervise or direct the furnishing or performance of the Work or any duty or authority to undertake responsibility contrary to the provisions of paragraph 9.15 or 9.16.

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

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

#### ARTICLE 10—CHANGES IN THE WORK

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

10.2. If OWNER and CONTRACTOR are unable to agree as to the extent, if any, of an increase or decrease in the Contract Price or an extension or shortening of the Contract Time that should be allowed as a result of a Work Directive Change, a claim may be made therefor as provided in Article 11 or Article 12.

10.3. CONTRACTOR shall not be entitled to an increase in the Contract Price or an extension of the Contract Time with respect to any Work performed that is not required by the Contract Documents as amended, modified and supplemented as provided in paragraphs 3.4 and 3.5, except in the case of an emergency as provided in paragraph 6.22 and except in the case of uncovering Work as provided in paragraph 13.9.

10.4. OWNER and CONTRACTOR shall execute appropriate Change Orders (or Written Amendments) covering:

10.4.1. changes in the Work which are ordered by OWNER pursuant to paragraph 10.1, are required because of acceptance of defective Work under paragraph 13.13 or correcting defective Work under paragraph 13.14, or are agreed to by the parties;

10.4.2. changes in the Contract Price or Contract Time which are agreed to by the parties; and

10.4.3. changes in the Contract Price or Contract Time which embody the substance of any written decision rendered by ENGINEER pursuant to paragraph 9.11;

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 6.29.

10.5. If notice of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Time) is required by the provisions of any Bond to be given to a surety, the giving of any such notice will be CONTRACTOR's responsibility, and the amount of each applicable Bond will be adjusted accordingly.

#### ARTICLE 11—CHANGE OF CONTRACT PRICE

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

11.2. The Contract Price may only be changed by a Change Order or by a Written Amendment. Any claim for an increase or decrease in the Contract Price shall be based on written notice delivered by the party making the claim to the other party and to ENGINEER promptly (but in no event later than thirty days) after the occurrence of the event giving rise to the claim and stating the general nature of the claim. Notice of the amount of the claim with supporting data shall be delivered within sixty days after such occurrence (unless ENGINEER allows an additional period of time to ascertain more accurate data in support of the claim) and shall be accompanied by claimant's written statement that the amount claimed covers all known amounts (direct, indirect and consequential) to which the claimant is entitled as a result of the occurrence of said event. All claims for adjustment in the Contract Price shall be determined by ENGINEER in accordance with paragraph 9.11 if OWNER and CONTRACTOR cannot otherwise agree on the amount involved. No claim for an adjustment in the Contract Price will be valid if not submitted in accordance with this paragraph 11.2.

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

11.3.1. Where the Work involved is covered by unit prices contained in the Contract Documents, by application of unit prices to the quantities of the items involved (subject to the provisions of paragraphs 11.9.1. through 11.9.3, inclusive).

11.3.2. By mutual acceptance of a lump sum (which may include an allowance for overhead and profit not necessarily in accordance with paragraph 11.6.2.1).

11.3.3. On the basis of the Cost of the Work (determined as provided in paragraphs 11.4 and 11.5) plus a CONTRACTOR's Fee for overhead and profit (determined as provided in paragraphs 11.6 and 11.7).

**Cost of the Work:**

11.4. The term Cost of the Work means the sum of all costs necessarily incurred and paid by CONTRACTOR in the proper performance of the Work. 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 11.5:

11.4.1. 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. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits which shall include social security contributions, unemployment, excise and payroll taxes, workers' or workmen's compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. Such employees shall include superintendents and foremen at the site. The expenses of performing Work after regular working hours, on Saturday, Sunday or legal holidays, shall be included in the above to the extent authorized by OWNER.

11.4.2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to CONTRACTOR unless 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 all returns from sale of surplus materials and equipment shall accrue to OWNER, and CONTRACTOR shall make provisions so that they may be obtained.

11.4.3. Payments made by CONTRACTOR to the Subcontractors for Work performed by Subcontractors. If required by OWNER, CONTRACTOR shall obtain competitive bids from Subcontractors acceptable to CONTRACTOR and shall deliver such bids to OWNER who will then determine, with the advice of ENGINEER, which bids will be accepted. If a subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work Plus a Fee, the Subcontractor's Cost of the Work shall be determined in the same manner as CONTRACTOR's Cost of the Work. All subcontracts shall be subject

to the other provisions of the Contract Documents insofar as applicable.

11.4.4. 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.

11.4.5. Supplemental costs including the following:

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

11.4.5.2. 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.

11.4.5.3. 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, installation, dismantling and removal thereof—all in accordance with terms of said rental agreements. The rental of any such equipment, machinery or parts shall cease when the use thereof is no longer necessary for the Work.

11.4.5.4. Sales, consumer, use or similar taxes related to the Work, and for which CONTRACTOR is liable, imposed by Laws and Regulations.

11.4.5.5. 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.

11.4.5.6. Losses and damages (and related expenses), not compensated by insurance or otherwise, to the Work or otherwise sustained by CONTRACTOR in connection with the performance and furnishing of the Work (except losses and damages within the deductible amounts of property insurance established by OWNER in accordance with paragraph 5.9), provided they 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. If, however, any such loss or damage

requires reconstruction and CONTRACTOR is placed in charge thereof, CONTRACTOR shall be paid for services a fee proportionate to that stated in paragraph 11.6.2.

11.4.5.7. The cost of utilities, fuel and sanitary facilities at the site.

11.4.5.8. Minor expenses such as telegrams, long distance telephone calls, telephone service at the site, expressage and similar petty cash items in connection with the Work.

11.4.5.9. Cost of premiums for additional Bonds and insurance required because of changes in the Work and premiums for property insurance coverage within the limits of the deductible amounts established by OWNER in accordance with paragraph 5.9.

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

11.5.1. Payroll costs and other compensation of CONTRACTOR's officers, executives, principals (of partnership and sole proprietorships), general managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks and other personnel employed by CONTRACTOR whether at the site or in CONTRACTOR's principal or a branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in paragraph 11.4.1 or specifically covered by paragraph 11.4.4—all of which are to be considered administrative costs covered by the CONTRACTOR's Fee.

11.5.2. Expenses of CONTRACTOR's principal and branch offices other than CONTRACTOR's office at the site.

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

11.5.4. Cost of premiums for all Bonds and for all insurance whether or not CONTRACTOR is required by the Contract Documents to purchase and maintain the same (except for the cost of premiums covered by subparagraph 11.4.5.9 above).

11.5.5. 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.

11.5.6. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in paragraph 11.4.

#### *CONTRACTOR's Fee:*

11.6. The CONTRACTOR's Fee allowed to CONTRACTOR for overhead and profit shall be determined as follows:

11.6.1. a mutually acceptable fixed fee; or if none can be agreed upon,

11.6.2. a fee based on the following percentages of the various portions of the Cost of the Work:

11.6.2.1. for costs incurred under paragraphs 11.4.1 and 11.4.2, the CONTRACTOR's Fee shall be fifteen percent;

11.6.2.2. for costs incurred under paragraph 11.4.3, the CONTRACTOR's Fee shall be five percent; and if a subcontract is on the basis of Cost of the Work Plus a Fee, the maximum allowable to CONTRACTOR on account of overhead and profit of all Subcontractors shall be fifteen percent;

11.6.2.3. no fee shall be payable on the basis of costs itemized under paragraphs 11.4.4, 11.4.5 and 11.5;

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

11.6.2.5. when both additions and credits are involved in any one change, the adjustment in CONTRACTOR's Fee shall be computed on the basis of the net change in accordance with paragraphs 11.6.2.1 through 11.6.2.4, inclusive.

11.7. Whenever the cost of any Work is to be determined pursuant to paragraph 11.4 or 11.5, CONTRACTOR will submit in form acceptable to ENGINEER an itemized cost breakdown together with supporting data.

#### *Cash Allowances:*

11.8. 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 done by such Subcontractors or Suppliers and for such sums within the limit of the allowances as may be acceptable to ENGINEER. CONTRACTOR agrees that:

11.8.1. The 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

11.8.2. CONTRACTOR's costs for unloading and handling on the site, labor, installation costs, overhead, profit and other expenses contemplated for the allowances have been included in the Contract Price and not in the

allowances. No demand for additional payment on account of any thereof will be valid.

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

**Unit Price Work:**

11.9.1. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the established unit prices for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Determinations of the actual quantities and classifications of Unit Price Work performed by CONTRACTOR will be made by ENGINEER in accordance with Paragraph 9.10.

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

11.9.3. Where 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 there is no corresponding adjustment with respect to any other item of Work and if CONTRACTOR believes that CONTRACTOR has incurred additional expense as a result thereof, CONTRACTOR may make a claim for an increase in the Contract Price in accordance with Article 11 if the parties are unable to agree as to the amount of any such increase.

\* (See §SC-11.9.3 of the Supplementary Conditions

**ARTICLE 12—CHANGE OF CONTRACT TIME**

12.1. The Contract Time may only be changed by a Change Order or a Written Amendment. Any claim for an extension or shortening of the Contract Time shall be based on written notice delivered by the party making the claim to the other party and to ENGINEER promptly (but in no event later than thirty days) after the occurrence of the event giving rise to the claim and stating the general nature of the claim. Notice of the extent of the claim with supporting data shall be delivered within sixty days after such occurrence (unless ENGINEER allows an additional period of time to ascertain more accurate data in support of the claim) and shall be accompanied by the claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant has reason to believe it is entitled as a result of the occurrence of said event. All claims for adjustment in the Contract Time

shall be determined by ENGINEER in accordance with paragraph 9.11 if OWNER and CONTRACTOR cannot otherwise agree. No claim for an adjustment in the Contract Time will be valid if not submitted in accordance with the requirements of this paragraph 12.1.

12.2. The Contract Time will be extended in an amount equal to time lost due to delays beyond the control of CONTRACTOR if a claim is made therefor as provided in paragraph 12.1. Such delays shall include, but not be limited to, acts or neglect by OWNER or others performing additional work as contemplated by Article 7, or to fires, floods, labor disputes, epidemics, abnormal weather conditions or acts of God.

12.3. All time limits stated in the Contract Documents are of the essence of the Agreement. The provisions of this Article 12 shall not exclude recovery for damages (including but not limited to fees and charges of engineers, architects, attorneys and other professionals and court and arbitration costs) for delay by either party.

**ARTICLE 13—WARRANTY AND GUARANTEE;  
TESTS AND INSPECTIONS;  
CORRECTION, REMOVAL OR  
ACCEPTANCE OF DEFECTIVE WORK**

**Warranty and Guarantee:**

13.1. CONTRACTOR warrants and guarantees to OWNER and ENGINEER that all Work will be in accordance with the Contract Documents and will not be defective. Prompt notice of all defects shall be given to CONTRACTOR. All defective Work, whether or not in place, may be rejected, corrected or accepted as provided in this Article 13.

\*See §SC-13.1 of the Supplementary Conditions. \*

**Access to Work:**

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

**Tests and Inspections:**

13.3. CONTRACTOR shall give ENGINEER timely notice of readiness of the Work for all required inspections, tests or approvals. See §SC-13.3 of the Supplementary Conditions. \*

13.4. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) to specifically be inspected, tested or approved, CONTRACTOR shall assume full responsibility therefor, pay all costs in connection therewith and furnish ENGINEER the required certificates of inspection, testing or approval. CONTRACTOR shall also

be responsible for and shall pay all costs in connection with any inspection or testing required in connection with OWNER's or ENGINEER's acceptance of a Supplier of materials or equipment proposed to be incorporated in the Work, or of materials or equipment submitted for approval prior to CONTRACTOR's purchase thereof for incorporation in the Work. The cost of all inspections, tests and approvals in addition to the above which are required by the Contract Documents shall be paid by OWNER (unless otherwise specified).

13.5. All inspections, tests or approvals other than those required by Laws or Regulations of any public body having jurisdiction shall be performed by organizations acceptable to OWNER and CONTRACTOR (or by ENGINEER if so specified).

13.6. If any Work (including the work of others) that is to be inspected, tested or approved is covered without written concurrence of ENGINEER, it must, if requested by ENGINEER, be uncovered for observation. Such uncovering 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.

13.7. Neither observations by ENGINEER nor inspections, tests or approvals by others shall relieve CONTRACTOR from CONTRACTOR's obligations to perform the Work in accordance with the Contract Documents.

#### **Uncovering Work:**

13.8. 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.

13.9. 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. If it is found that such Work is *defective*, CONTRACTOR shall bear all direct, indirect and consequential costs of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction, (including but not limited to fees and charges of engineers, architects, attorneys and other professionals), and OWNER shall be entitled to an appropriate decrease in the Contract Price, and, if the parties are unable to agree as to the amount thereof, may make a claim therefor as provided in Article 11. If, however, such Work is not found to be *defective*, CONTRACTOR shall be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to such uncovering, exposure, observation, inspection, testing and reconstruction; and, if the parties are unable to agree as to the amount or extent

thereof, CONTRACTOR may make a claim therefor as provided in Articles 11 and 12.

#### **Owner May Stop the Work:**

13.10. If the Work is *defective*, or CONTRACTOR fails to supply sufficient skilled workers or suitable materials or equipment, or fails to furnish or perform the Work in such a way that the completed Work will conform to the Contract Documents, 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 or any other party.

#### **Correction or Removal of Defective Work:**

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

#### **One Year Correction Period:**

13.12. If within one year after the date of Substantial Completion or such longer period of time as may be prescribed by Laws or Regulations or by the terms of any applicable special guarantee required by the Contract Documents or by any specific provision of the Contract Documents, any Work is found to be *defective*, CONTRACTOR shall promptly, without cost to OWNER and in accordance with OWNER's written instructions, either correct such *defective* Work, or, if it has been rejected by OWNER, remove it from the site and replace it with *nondefective* Work. If CONTRACTOR does not promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, OWNER may have the *defective* Work corrected or the rejected Work removed and replaced, and all direct, indirect and consequential costs of such removal and replacement (including but not limited to fees and charges of engineers, architects, attorneys and other professionals) will be paid by CONTRACTOR. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications or by Written Amendment. **(See SC-13.12 of the Supplementary Conditions)**

#### **Acceptance of Defective Work:**

13.13. If, instead of requiring correction or removal and replacement of *defective* Work, OWNER (and, prior to ENGINEER's recommendation of final payment, also ENGINEER) prefers to accept it, OWNER may do so. CONTRACTOR shall bear all direct, indirect and consequential

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 to include but not be limited to fees and charges of engineers, architects, attorneys and other professionals). 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, and, if the parties are unable to agree as to the amount thereof, OWNER may make a claim therefor as provided in Article 11. If the acceptance occurs after such recommendation, an appropriate amount will be paid by CONTRACTOR to OWNER.

***OWNER May Correct Defective Work:***

13.14. If CONTRACTOR fails within a reasonable time after written notice of ENGINEER to proceed to correct and to correct *defective* Work or to remove and replace rejected Work as required by ENGINEER in accordance with paragraph 13.11, or if CONTRACTOR fails to perform the Work in accordance with the Contract Documents, or if CONTRACTOR fails to comply with any other provision of the Contract Documents, OWNER may, after seven days' written notice to CONTRACTOR, correct and remedy any such deficiency. In exercising the rights and remedies under this paragraph OWNER shall proceed expeditiously. To the extent necessary to complete corrective and 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 such access to the site as may be necessary to enable OWNER to exercise the rights and remedies under this paragraph. All direct, indirect and consequential costs of OWNER in exercising such rights and remedies will be charged against CONTRACTOR in an amount approved as to reasonableness by ENGINEER, 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, and, if the parties are unable to agree as to the amount thereof, OWNER may make a claim therefor as provided in Article 11. Such direct, indirect and consequential costs will include but not be limited to fees and charges of engineers, architects, attorneys and other professionals, all court and arbitration costs and all costs of repair and replacement of work of others destroyed or damaged by correction, removal or replacement of CONTRACTOR's *defective* Work. CONTRACTOR shall not be allowed an extension of the Contract Time because of any delay in performance of the Work attributable to the exercise by OWNER of OWNER's rights and remedies hereunder.

ARTICLE 14—PAYMENTS TO CONTRACTOR AND COMPLETION

***Schedule of Values:***

14.1. The schedule of values established as provided in paragraph 2.9 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.

***Application for Progress Payment:***

14.2. At least twenty days before each progress payment is scheduled (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, charges, security interests and encumbrances (which are hereinafter in these General Conditions referred to as "Liens") and evidence that the materials and equipment are covered by appropriate property insurance and other arrangements to protect OWNER's interest therein, all of which will be satisfactory to OWNER. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.

***CONTRACTOR's Warranty of Title:***

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

***Review of Applications for Progress Payment:***

14.4. ENGINEER will, within ten 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. Ten days after presentation of the Application for Payment with ENGINEER's recommendation, the amount recommended will (subject to the provisions of the last sentence of paragraph 14.7) become due and when due will be paid by OWNER to CONTRACTOR.

14.5. ENGINEER's recommendation of any payment requested in an Application for Payment will constitute a

representation by ENGINEER to OWNER, based on ENGINEER's on-site observations of the Work in progress as an experienced and qualified design professional and on ENGINEER's review of the Application for Payment and the accompanying data and schedules that the Work has progressed to the point indicated; that, to the best of ENGINEER's knowledge, information and belief, the quality of the Work is 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 9.10, and to any other qualifications stated in the recommendation); and that CONTRACTOR is entitled to payment of the amount recommended. However, by recommending any such payment ENGINEER will not thereby be deemed to have represented that exhaustive or continuous on-site inspections have been made to check the quality or the quantity of the Work beyond the responsibilities specifically assigned to ENGINEER in the Contract Documents or that there may not be other matters or issues between the parties that might entitle CONTRACTOR to be paid additionally by OWNER or OWNER to withhold payment to CONTRACTOR.

14.6. ENGINEER's recommendation of final payment will constitute an additional representation by ENGINEER to OWNER that the conditions precedent to CONTRACTOR's being entitled to final payment as set forth in paragraph 14.13 have been fulfilled.

14.7. ENGINEER may refuse to recommend the whole or any part of any payment if, in ENGINEER's opinion, it would be incorrect to make such representations to OWNER. ENGINEER may also refuse to recommend any such payment, or, because of subsequently discovered evidence or the results of subsequent inspections or tests, nullify any such payment previously recommended; to such extent as may be necessary in ENGINEER's opinion to protect OWNER from loss because:

14.7.1. the Work is *defective*, or completed Work has been damaged requiring correction or replacement,

14.7.2. the Contract Price has been reduced by Written Amendment or Change Order,

14.7.3. OWNER has been required to correct *defective* Work or complete Work in accordance with paragraph 13.14, or

14.7.4. of ENGINEER's actual knowledge of the occurrence of any of the events enumerated in paragraphs 15.2.1 through 15.2.9 inclusive.

OWNER may refuse to make payment of the full amount recommended by ENGINEER because claims have been made against OWNER on account of CONTRACTOR's performance or furnishing of the Work or Liens have been filed in connection with the Work or there are other items entitling

OWNER to a set-off against the amount recommended, but OWNER must give CONTRACTOR immediate written notice (with a copy to ENGINEER) stating the reasons for such action.

#### *Substantial Completion:*

14.8. 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. Within a reasonable time thereafter, OWNER, CONTRACTOR and ENGINEER shall make an inspection of the Work to determine the status of completion. If ENGINEER does not consider the Work substantially complete, ENGINEER will notify CONTRACTOR in writing giving the reasons therefor. If ENGINEER considers the Work substantially complete, ENGINEER will prepare and 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 fourteen days after submission of the tentative certificate to OWNER notify CONTRACTOR in writing, stating the reasons therefor. If, after consideration of OWNER's objections, ENGINEER considers the Work substantially complete, ENGINEER will within said fourteen 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. 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, maintenance, heat, utilities, insurance and warranties. Unless OWNER and CONTRACTOR agree otherwise in writing and so inform ENGINEER 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.

14.9. OWNER shall have the right to exclude CONTRACTOR from the Work after the date of Substantial Completion, but OWNER shall allow CONTRACTOR reasonable access to complete or correct items on the tentative list.

#### *Partial Utilization:*

14.10. Use by OWNER of any finished part of the Work, which has specifically been identified in the Contract Docu-

ments, or which OWNER, ENGINEER and CONTRACTOR agree constitutes a separately functioning and useable part of the Work that can be used by OWNER without significant interference with CONTRACTOR's performance of the remainder of the Work, may be accomplished prior to Substantial Completion of all the Work subject to the following:

14.10.1. OWNER at any time may request CONTRACTOR in writing to permit OWNER to use any such part of the Work which OWNER believes to be ready for its intended use and substantially complete. If CONTRACTOR agrees, CONTRACTOR will certify to OWNER and ENGINEER that said part of the Work is substantially complete and request ENGINEER to issue a certificate of Substantial Completion for that part of the Work. 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. Within a reasonable time after either such request, OWNER, CONTRACTOR and ENGINEER shall make an inspection of that part of the Work to determine its status of completion. If ENGINEER does not consider that part of the Work to be substantially complete, ENGINEER will notify OWNER and CONTRACTOR in writing giving the reasons therefor. If ENGINEER considers that part of the Work to be substantially complete, the provisions of paragraphs 14.8 and 14.9 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.

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

14.10.3. No occupancy or separate operation of part of the Work will be accomplished prior to compliance with the requirements of paragraph 5.15 in respect of property insurance.

**Final Inspection:**

14.11. Upon written notice from CONTRACTOR that the entire Work or an agreed portion thereof is complete, ENGINEER will 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 remedy such deficiencies.

**Final Application for Payment:**

14.12. After CONTRACTOR has completed all such corrections to the satisfaction of ENGINEER and delivered all maintenance and operating instructions, schedules, guarantees, Bonds, certificates of inspection, marked-up record documents (as provided in paragraph 6.19) and other documents—all as required by the Contract Documents, and after ENGINEER has indicated that the Work is acceptable (subject to the provisions of paragraph 14.16), CONTRACTOR may make application for final payment following the procedure for progress payments. The final Application for Payment shall be accompanied by all documentation called for in the Contract Documents, together with complete and legally effective releases or waivers (satisfactory to OWNER) of all Liens arising out of or filed in connection with the Work. In lieu thereof and as approved by OWNER, CONTRACTOR may furnish receipts or releases in full; an affidavit of CONTRACTOR that the releases and receipts include all labor, services, material and equipment for which a Lien could be filed, and that 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; and consent of the surety, if any, to final payment. If any Subcontractor or Supplier fails to furnish a release or receipt in full, CONTRACTOR may furnish a Bond or other collateral satisfactory to OWNER to indemnify OWNER against any Lien.

**Final Payment and Acceptance:**

14.13. 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—all 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 to OWNER for payment. Thereupon ENGINEER will give written notice to OWNER and CONTRACTOR that the Work is acceptable subject to the provisions of paragraph 14.16.

Otherwise, ENGINEER will return the Application 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. Thirty days after presentation to OWNER of the Application and accompanying documentation, in appropriate form and substance, and with ENGINEER's recommendation and notice of acceptability, the amount recommended by ENGINEER will become due and will be paid by OWNER to CONTRACTOR. (See SC-14.13 of the **Supplementary Conditions**)

14.14. 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 and recommendation of ENGINEER, and without terminating the Agreement, 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 5.1, 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.

**Contractor's Continuing Obligation:**

14.15. CONTRACTOR's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. Neither recommendation of any progress or final payment by ENGINEER, nor the issuance of a certificate of Substantial Completion, nor any payment by OWNER to CONTRACTOR under the Contract Documents, nor any use or occupancy of the Work or any part thereof by OWNER, nor any act of acceptance by OWNER nor any failure to do so, nor any review and approval of a Shop Drawing or sample submission, nor the issuance of a notice of acceptability by ENGINEER pursuant to paragraph 14.13, nor any correction of defective Work by OWNER will constitute an acceptance of Work not in accordance with the Contract Documents or a release of CONTRACTOR's obligation to perform the Work in accordance with the Contract Documents (except as provided in paragraph 14.16).

**Waiver of Claims:**

14.16. The making and acceptance of final payment will constitute:

14.16.1. 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 14.11 or from failure to comply with the Contract Documents or the terms of any special guarantees specified therein; however, it will not constitute a waiver by OWNER of any rights in respect of

CONTRACTOR's continuing obligations under the Contract Documents; and

14.16.2. a waiver of all claims by CONTRACTOR against OWNER other than those previously made in writing and still unsettled.

**ARTICLE 15—SUSPENSION OF WORK AND TERMINATION**

**Owner May Suspend Work:**

15.1. OWNER may, at any time and without cause, suspend the Work or any portion thereof for a period of not more than ninety days by notice in writing to CONTRACTOR and 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 allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to any suspension if CONTRACTOR makes an approved claim therefor as provided in Articles 11 and 12.

**Owner May Terminate:**

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

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

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

15.2.3. if CONTRACTOR makes a general assignment for the benefit of creditors;

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

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

15.2.6. if CONTRACTOR persistently fails to perform the Work in accordance with the Contract Documents

(including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the progress schedule established under paragraph 2.9 as revised from time to time);

15.2.7. if CONTRACTOR disregards Laws or Regulations of any public body having jurisdiction;

15.2.8. if CONTRACTOR disregards the authority of ENGINEER; or

15.2.9. if CONTRACTOR otherwise violates in any substantial way any provisions of the Contract Documents;

OWNER may, after giving CONTRACTOR (and the surety, if there be one) seven days' written notice and to the extent permitted by Laws and Regulations, terminate the services of CONTRACTOR, exclude CONTRACTOR from the site and take possession of the Work and of all CONTRACTOR's tools, appliances, construction equipment and machinery at the site and use the same to the full extent they could be used by CONTRACTOR (without liability to CONTRACTOR for trespass or conversion), incorporate in the Work all materials and equipment stored at the site or for which OWNER has paid CONTRACTOR but which are stored elsewhere, and finish the Work as OWNER may deem expedient. In such case CONTRACTOR shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Price exceeds the direct, indirect and consequential costs of completing the Work (including but not limited to fees and charges of engineers, architects, attorneys and other professionals and court and arbitration costs) such excess will be paid to CONTRACTOR. If such costs exceed such unpaid balance, CONTRACTOR shall pay the difference to OWNER. Such costs incurred by OWNER will be approved as to reasonableness by ENGINEER and incorporated in a Change Order, but when exercising any rights or remedies under this paragraph OWNER shall not be required to obtain the lowest price for the Work performed.

15.3. 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.

15.4. Upon seven days' written notice to CONTRACTOR and ENGINEER, OWNER may, without cause and without prejudice to any other right or remedy, elect to abandon the Work and terminate the Agreement. In such case, CONTRACTOR shall be paid for all Work executed and any expense sustained plus reasonable termination expenses, which will include, but not be limited to, direct, indirect and consequential costs (including, but not limited to, fees and charges of engineers, architects, attorneys and other professionals and court and arbitration costs). **(See SC-15.4 of the Supplementary Conditions)**

*Contractor May Stop Work or Terminate:*

15.5. If, through no act or fault of CONTRACTOR, the Work is suspended for a period of more than ninety days by OWNER or under an order of court or other public authority, or ENGINEER fails to act on any Application for Payment within thirty days after it is submitted, or OWNER fails for thirty days to pay CONTRACTOR any sum finally determined to be due, then CONTRACTOR may, upon seven days' written notice to OWNER and ENGINEER, terminate the Agreement and recover from OWNER payment for all Work executed and any expense sustained plus reasonable termination expenses. In addition and in lieu of terminating the Agreement, if ENGINEER has failed to act on an Application for Payment or OWNER has failed to make any payment as aforesaid, CONTRACTOR may upon seven days' written notice to OWNER and ENGINEER stop the Work until payment of all amounts then due. The provisions of this paragraph shall not relieve CONTRACTOR of the obligations under paragraph 6.29 to carry on the Work in accordance with the progress schedule and without delay during disputes and disagreements with OWNER.

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ARTICLE 16—ARBITRATION

16.1. All claims, disputes and other matters in question between OWNER and CONTRACTOR arising out of, or relating to the Contract Documents or the breach thereof (except for claims which have been waived by the making or acceptance of final payment as provided by paragraph 14.16) will be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then obtaining subject to the limitations of this Article 16. This agreement so to arbitrate and any other agreement or consent to arbitrate entered into in accordance herewith as provided in this Article 16 will be specifically enforceable under the prevailing law of any court having jurisdiction.

16.2. No demand for arbitration of any claim, dispute or other matter that is required to be referred to ENGINEER initially for decision in accordance with paragraph 9.11 will be made until the earlier of (a) the date on which ENGINEER has rendered a decision or (b) the tenth day after the parties have presented their evidence to ENGINEER if a written decision has not been rendered by ENGINEER before that date. No demand for arbitration of any such claim, dispute or other matter will be made later than thirty days after the date on which ENGINEER has rendered a written decision in respect thereof in accordance with paragraph 9.11; and the failure to demand arbitration within said thirty days' period shall result in ENGINEER's decision being final and binding upon OWNER and CONTRACTOR. If ENGINEER renders a decision after arbitration proceedings have been initiated, such decision may be entered as evidence but will not supersede the arbitration proceedings, except where the decision is acceptable to the parties concerned. No demand for arbitration of any written decision of ENGINEER rendered in accordance with paragraph 9.10 will be made later than ten days after the party making such demand has delivered written notice of intention to appeal as provided in paragraph 9.10.

16.3. Notice of the demand for arbitration will be filed in writing with the other party to the Agreement and with the

American Arbitration Association, and a copy will be sent to ENGINEER for information. The demand for arbitration will be made within the thirty-day or ten-day period specified in paragraph 16.2 as applicable, and in all other cases within a reasonable time after the claim, dispute or other matter in question has arisen, and in no event shall any such demand be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations.

16.4. No arbitration arising out of or relating to the Contract Documents shall include by consolidation, joinder or in any other manner any other person or entity (including ENGINEER, ENGINEER's agents, employees or consultants) who is not a party to this contract unless:

16.4.1. the inclusion of such other person or entity is necessary if complete relief is to be afforded among those who are already parties to the arbitration,

16.4.2. such other person or entity is substantially involved in a question of law or fact which is common to those who are already parties to the arbitration and which will arise in such proceedings, and

16.4.3. the written consent of the other person or entity sought to be included and of OWNER and CONTRACTOR has been obtained for such inclusion, which consent shall make specific reference to this paragraph; but no such consent shall constitute consent to arbitration of any dispute not specifically described in such consent or to arbitration with any party not specifically identified in such consent.

16.5. The award rendered by the arbitrators will be final, judgment may be entered upon it in any court having jurisdiction thereof, and will not be subject to modification or appeal except to the extent permitted by Sections 10 and 11 of the Federal Arbitration Act (9 U.S.C. §§10,11).

\*(See SC-16 of the Supplementary Conditions)

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ARTICLE 17—MISCELLANEOUS

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**Giving Notice:**

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

**Computation of Time:**

17.2.1. 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.

17.2.2. A calendar day of twenty-four hours measured from midnight to the next midnight shall constitute a day.

**General:**

17.3. Should OWNER or CONTRACTOR suffer injury or damage to person or property because of any error, omis-

**(See Article 18 - SC-18.1 through 18.11 of the Supplementary Conditions)**

**(See SC-19 of the Supplementary Conditions)**

sion or act of the other party or of any of the other party's employees or agents or others for whose acts the other party is legally liable, claim will be made in writing to the other party within a reasonable time of the first observance of such injury or damage. The provisions of this paragraph 17.3 shall not be construed as a substitute for or a waiver of the provisions of any applicable statute of limitations or repose.

17.4. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto, and, in particular but without limitation, the warranties, guarantees and obligations imposed upon CONTRACTOR by paragraphs 6.30, 13.1, 13.12, 13.14, 14.3 and 15.2 and all of the rights and remedies available to OWNER and ENGINEER thereunder, are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee or by other provisions of the Contract Documents, and the provisions of this paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right and remedy to which they apply. All representations, warranties and guarantees made in the Contract Documents will survive final payment and termination or completion of the Agreement.

**00800**  
**SUPPLEMENTARY CONDITIONS**

These Supplementary Conditions amend or supplement the Standard General Conditions of the Construction Contract (EJCDC No. 1910-8, 1983 edition) and other provisions of the Contract Documents as indicated below. All provisions which are not so amended or supplemented remain in full force and effect. The General Conditions may also be supplemented elsewhere in the Contract Documents.

The terms used in these Supplementary Conditions which are defined in the Standard General Conditions of the Construction Contract (EJCDC No. 1910-8, 1983, edition) have the meanings assigned to them in the General Conditions.

**PART 1 - MODIFICATIONS AND SUPPLEMENTS TO GENERAL CONDITIONS**

SC-1

Add the following to Article 1 - Definitions of the General Conditions:

Bidder -Any individual, partnership, corporation or joint venture submitting a Bid for the Work to be performed.

Resident Project Representative - The Resident Project Representative (RPR) may be assigned to the site or any part thereof on a full time basis or only on a part-time basis. This will be determined by Engineer's Agreement with Owner.

**COMMENCEMENT OF CONTRACT TIME; NOTICE TO PROCEED:**

SC-2.3

Delete the last sentence of paragraph 2.3. of the General Conditions and insert the following in its place:

In no event will the Contract Time commence to run later than the 120th day after the date of the Bid opening or the thirtieth day after the Effective Date of the Agreement, whichever date is earlier, (unless agreed otherwise by Owner and Contractor in writing).

**BEFORE STARTING CONSTRUCTION:**

SC-2.7

Delete paragraph 2.7. of the General Conditions in its entirety and insert the following in its place:

Before any Work at the site is started, Contractor shall deliver to Owner and Engineer certificates (and other evidence of insurance requested by Owner) which Contractor is required to purchase and maintain in accordance with the Contract Documents.

**PHYSICAL CONDITIONS:**

SC-4.2.1.

Delete paragraphs 4.2.1 and 4.2.2 of the General Conditions in their entirety and insert the following in their place:

4.2.1. Explorations and Reports: Reference is made to Division 1: General Requirements of the Specifications for the identification of those reports of explorations and tests of subsurface conditions at the site that have been utilized by Engineer in preparation of the Contract Documents. Contractor may rely upon the accuracy of any technical data contained in such reports that is specifically

referenced in Division 1: General Requirements as technical data that can be relied on by Contractor. Contractor may not rely upon nontechnical data, interpretations or opinions contained therein or upon the completeness thereof for Contractor's purposes. Except as indicated above and in paragraph 4.2.6, Contractor shall have full responsibility with respect to subsurface conditions at the site.

4.2.2. Existing Structures: Reference is made to Division 1: General Requirements of the Specifications for the identification of those drawings and physical conditions in or relating to existing surface and subsurface structures (except Underground Facilities referred to in paragraph 4.3) which are at or contiguous to the site that have been utilized by Engineer in preparation of the Contract Documents. Contractor may rely upon the accuracy of the technical data contained in such drawings that is specifically referenced in Division 1: General Requirements as technical data that can be relied on by Contractor. Contractor may not rely upon non-technical data contained in such drawings or upon the completeness thereof for Contractor's purposes. Except as indicated above in this paragraph and in paragraph 4.2.6, Contractor shall have full responsibility with respect to physical conditions in or relating to such structures.

## PAYMENT AND PERFORMANCE BONDS

### SC-5.1

Add the following after the last sentence of General Condition 5.1:

In accordance with section 255.05(1), Fla. Stat., as amended from time to time, before commencing the Work or before recommencing the Work after a default or abandonment, the Contractor shall execute and record in the public records of Palm Beach County a payment and performance bond with a surety insurer authorized to do business in the State of Florida, and the Contractor shall be required to provide to the Owner a certified copy of the recorded bond. The Owner may not make a payment to the Contractor until the Contractor has complied with section 255.05(1)(b), Fla. Stat.

## CONTRACTOR'S LIABILITY INSURANCE:

### SC-5.3.

The limits of liability for the insurance required by paragraph 5.3 of the General Conditions shall provide coverage for not less than the following amounts or greater where required by Laws and Regulations:

5.3.1. and 5.3.2. Worker's Compensation, etc. under paragraphs 5.3.1 and 5.3.2 of the General Conditions:

(1) State:	Statutory
(2) Applicable Federal (e.g. Longshoreman's and Harbour Workers' Compensation, Maritime, Jones Act, etc.):	Statutory
(3) Employer's Liability:	<u>\$ 1,000,000</u>

5.3.3, 5.3.4, 5.3.5, 5.3.6. Comprehensive General Liability (under paragraphs 5.3.3 through 5.3.6 of the General Conditions):

(1) Bodily Injury (including completed operations and products liability):	
<u>\$ 1,000,000</u>	Each Occurrence
<u>\$ 3,000,000</u>	Annual Aggregate
Property Damage:	
<u>\$ 1,000,000</u>	Each Occurrence
<u>\$ 1,000,000</u>	Annual Aggregate
or a combined single limit of	<u>\$ 1,000,000</u>

(2) Property Damage liability insurance will provide Explosion, Collapse and Underground coverage where applicable.

(3) Personal Injury, with employee exclusion deleted  
\$ 1,000,000 Annual Aggregate

5.3.7. Comprehensive Automobile Liability:

Bodily Injury:  
\$ 500,000 Each Person  
\$ 1,000,000 Each Occurrence

Property Damage:  
\$ 500,000 Each Occurrence  
or a combined single limit of \$ 1,000,000

Add new paragraphs immediately after paragraph 5.3.7 of the General Conditions which are to read as follows:

5.3.8. Umbrella Excess Liability Insurance:

(1) \$ 1,000,000 Each Occurrence  
\$ 1,000,000 Annual Aggregate

(2) The umbrella coverage shall be Following-Form being no more restrictive than coverage required for the underlying policies.

5.3.9. The comprehensive general liability insurance and umbrella insurance required under paragraph 5.3 and SC-5.3, and the contractual liability insurance required under SC-5.4, of the General Conditions shall include Owner and Engineer as additional insureds.

5.3.10 Prior to beginning work, Contractor shall provide Owner and Engineer with its Certificates of Insurance and endorsements naming Owner and Engineer as additional insureds in accordance with the requirements of the Contract Documents.

CONTRACTUAL LIABILITY INSURANCE:

SC-5.4.

The Contractual Liability Insurance required by paragraphs 5.4 of the General Conditions shall provide coverage for not less than the following amounts:

5.4.1. Bodily Injury:  
\$ 1,000,000 Each Occurrence

5.4.2. Property Damage:  
\$ 1,000,000 Each Occurrence  
\$ 3,000,000 Annual Aggregate

OWNER'S LIABILITY INSURANCE:

SC-5.5.

Delete paragraph 5.5 of the General Conditions in its entirety.

PROPERTY INSURANCE:

SC-5.6.

Delete paragraph 5.6 of the General Conditions in its entirety and insert the following in its place:

Contractor shall purchase and maintain on Projects with above ground structures, property insurance upon the Work at the site to the full insurable value thereof (subject to deductible amounts as may be provided in these Supplementary Conditions or required by Laws and Regulations). This insurance shall include the interests of Owner, Contractor, Subcontractors and Engineer in the Work (all of whom shall be listed as insured or additional insured parties), shall insure against the perils of fire and extended coverage and shall include "all risk" insurance for physical loss and damage including theft, vandalism and malicious mischief, collapse and water damage, and such other perils as may be provided in these Supplementary Conditions, and shall include damages, losses and expenses arising out of or resulting from any insured loss or incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers, architects, attorneys and other professionals). If not covered under the "all risk" insurance or otherwise provided in these Supplementary Conditions, Contractor shall purchase and maintain similar property insurance on portions of the Work stored on and off the site or in transit when such portions of the Work are to be included in an Application for Payment. The policies of insurance required to be purchased and maintained by Contractor in accordance with this paragraph 5.6 shall comply with the requirements of SC-5.8 and SC-5.9.

5.6.1. For all other Projects and portions of Projects not classified as above ground structures, Contractor shall add to the property insurance and/or maintain an Installation Floater with aggregate coverage of the total value of the Work.

5.6.2. When the Work includes the handling and installation of Owner furnished equipment, Contractor shall add to Property insurance or Installation Floater the amount of \$ N/A which is the total value of the Owner furnished items.

#### SC-5.7.

Delete paragraph 5.7 of the General Conditions in its entirety and insert the following in its place:

5.7. Contractor shall purchase and maintain such boiler and machinery insurance or additional property insurance as may be required by these Supplementary Conditions or Laws and Regulations which shall include the interests of Owner, Contractor, Subcontractors and Engineer in the Work, all of whom shall be listed as insured or additional insured parties.

5.7.1. Boiler and Machinery Policy Required. (None required by Owner this Project)

5.7.2. Additional Property Insurance Required. (None required by Owner this Project)

#### SC-5.8.

Delete paragraph 5.8 of the General Conditions in its entirety and insert the following in its place:

5.8. All policies of insurance (or the certificates or other evidence thereof) required to be purchased and maintained by Contractor in accordance with paragraphs 5.3 through 5.10 shall contain the following provision or endorsements:

5.8.1. The Owner shall be the trustee of all monies received as an insured loss and shall be so named.

5.8.2. That the coverage afforded will not be cancelled or materially changed or renewal refused until at least ten days' prior written notice of cancellation for nonpayment of premium, and thirty days prior written notice for other cancellations or material changes have been given to Owner and Engineer by certified mail and shall contain waiver provisions in accordance with paragraph 5.11.2.

#### SC-5.9.

Delete paragraph 5.9 of the General Conditions in its entirety and insert the following in its place:

5.9. The maximum deductible amount for the insurance provided in response to paragraphs SC-5.6 and SC-5.7 shall be \$ 5,000.00. The risk of loss within the deductible amount shall be borne by

Contractor, Subcontractor 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.

SC-5.10.

Delete paragraph 5.10 of the General Conditions in its entirety.

ACCEPTANCE OF INSURANCE:

SC-5.14.

Delete paragraph 5.14 of the General Conditions in its entirety and insert the following in its place:

5.14. Owner shall review the coverage afforded by or other provisions of the insurance required to be purchased and maintained by Contractor after delivery of insurance certificates to Owner in accordance with paragraph 2.7 of the General Conditions. Contractor shall furnish to the Owner such additional information in respect of insurance provided by Contractor as the Owner may reasonably request.

5.14.1. Review of Insurance Policies or Insurance Certificates by the Owner shall not relieve or decrease the liability of the Contractor hereunder.

5.14.2. In case of the breach by Contractor of any insurance provision stated in the Contract Documents, the Owner, at his option, may take out and maintain, at the expense of the Contractor, such insurance as the Owner may deem proper and Owner may deduct the cost of such insurance from any monies which may be due or become due the Contractor under this Contract.

5.14.3. All the policies of insurance (or the certificates or other evidence thereof) required to be purchased and maintained by Contractor shall contain the name of the Project.

CONCERNING SUBCONTRACTORS, SUPPLIERS AND OTHERS:

SC-6.8.3.

Add the following paragraph to the General Conditions:

6.8.3. If the Bid Form or Specifications require (or if requested by Owner prior to the Notice of Award) the apparent Successful Bidder and any other Bidder so requested, shall submit a list of all Subcontractors, Suppliers and other persons or organizations (including those who are to furnish the principal items of material and equipment) in accordance with requirements of paragraph 10. of the Instructions to Bidders and Article 6.8.2. of the General Conditions.

SC-6.9.

Add the following language at the end of paragraph 6.9 of the General Conditions:

Owner or Engineer may furnish to any such Subcontractor, Supplier or other person or organization, to the extent practicable, evidence of amounts paid to Contractor in accordance with Contractor's Applications for Payment.

SC-6.13

When the Owner is a public agency, add the following at the end of paragraph 6.13 of the General Conditions:

Contractor shall obtain and pay for the following permits:

1. Any permits as applicable.

## INDEMNIFICATION

### SC-6.30

Delete paragraph 6.30 of the General Conditions in its entirety and insert the following in its place:

Contractor shall indemnify and hold harmless Owner and Engineer and their respective officers, and employees for liabilities, damages, losses, and costs, including but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Contractor and persons employed or utilized by the Contractor in the performance of the construction contract.

### SC-6.31

Delete paragraph 6.31 of the General Conditions in its entirety.

## PROJECT REPRESENTATION:

### SC-9.3.1.

Add the following paragraph to the General Conditions:

9.3.1. If the Engineer furnishes a Resident Project Representative as per Article 9.3. of the General Conditions, the duties, etc. of the representative shall be as provided in the LISTING OF THE DUTIES, RESPONSIBILITIES AND LIMITATIONS OF AUTHORITY OF THE RESIDENT PROJECT REPRESENTATIVE as included in the Project Manual. If Owner designates another agent to represent Owner at the site who is not Engineer's agent or employee, the duties, responsibilities and limitations of authority of such other agent will be as presented at the Preconstruction Conference.

## REJECTING DEFECTIVE WORK

### SC-9.6

Add the following after the last sentence of General Condition 9.6:

ENGINEER will also have authority to disapprove or reject Work which 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.

## UNIT PRICE WORK

### SC-11.9.3.

Delete paragraph 11.9.3 of the General Conditions in its entirety and substitute the following in its place:

11.9.3. Contractor may not make a claim for additional expenses incurred as a result of a difference between final quantity of any item(s) of Unit Price Work and the estimated quantity of such item(s) in the Contract Documents, unless specifically allowed in the Bid Form. Any adjustments specifically allowed shall be made in accordance with directions in the Bid Form.

## WARRANTY AND GUARANTEE:

### SC-13.1.

Change the second sentence of paragraph 13.1 of the General Conditions to read as follows:

Prompt notice of all observed defects shall be given to the Contractor.

#### TESTS AND INSPECTIONS:

##### SC-13.3.

Delete paragraph 13.3 of the General Conditions in its entirety and insert the following in its place:

Contractor shall give twenty-four hour notice to Engineer for all required inspections, tests or approvals, except as otherwise provided.

#### ONE YEAR CORRECTION PERIOD

##### SC-13.12

Add the following after the last sentence of General Condition 13.12:

Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced, 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.

#### FINAL PAYMENT AND ACCEPTANCE

##### SC-14.13

Replace the last sentence of General Condition 14.13 with the following:

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.

#### TERMINATION OF AGREEMENT

##### SC-15.4

Remove General Condition 15.4 in its entirety and replace with the following:

The Owner may terminate this contract for convenience upon providing Contractor fourteen (14) days written notice of the same. If this Contract is terminated as provided herein, the Contractor shall be paid for all completed and acceptable work executed and allowable expenses incurred prior to the date of termination. Payment shall include services actually performed in full prior to termination date, but shall exclude all lost profits, direct, indirect, consequential, special damages, or other damages for the remainder of the project.

If a court of competent jurisdiction finds that the Owner wrongfully terminated this Contract, then in such event, this Contract shall be deemed terminated for convenience as provided for in this paragraph, and the Contractor shall not be entitled to damages or loss of profits, but may be entitled to all items as authorized herein.

##### SC-16.

Delete Article 16-ARBITRATION of the General Conditions in its entirety.

## MISCELLANEOUS PROVISIONS

### SC-18

Add Article 18 as follows:

#### SC-18.1

Controlling Law and Venue.

This Contract is to be governed by the laws of the State of Florida. The venue for any and all legal action necessary to enforce the Contract Documents will be in Palm Beach County, Florida.

#### SC-18.2

Headings.

Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions.

#### SC-18.3

Inspector General.

In accordance with Palm Beach County ordinance number 2011-009, the Contract Documents may be subject to investigation and/or audit by the Palm Beach County Inspector General. Contractor should review Palm Beach County ordinance number 2011-009 in order to be aware of its rights and/or obligations under such ordinance and as applicable.

#### SC-18.4

Enforcement Costs.

If any legal action or other proceeding is brought for the enforcement of the Contract Documents, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of the Contract Documents, the parties agree that each party shall be responsible for its own attorney's fees.

#### SC-18.5

Waiver.

Failure of either party to enforce or exercise any right(s) under the Contract Documents shall not be deemed a waiver of either party's right to enforce or exercise said right(s) at any time thereafter.

#### SC-18.6

Jury Trial.

TO ENCOURAGE PROMPT AND EQUITABLE RESOLUTION OF ANY LITIGATION, EACH PARTY HEREBY WAIVES ITS RIGHTS TO A TRIAL BY JURY IN ANY LITIGATION RELATED TO THE CONTRACT DOCUMENTS.

#### SC-18.7

Independent Contractor.

The Contractor is, and shall be, in the performance of all services under this Contract, an Independent Contractor, and not an employee, agent, or servant of the Owner. All persons engaged in any of the services performed pursuant to this Contract shall at all times, and in all places, be subject to the Contractor's sole direction, supervision, and control. The Contractor shall exercise control over the means and manner in which it and its employees perform the services.

#### SC-18.8

Access and Audits.

The Contractor shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the Work for at least five (5) years after final payment is made. The Owner shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the Contractor's place of business. In no circumstances will Contractor be required to disclose any confidential or proprietary information regarding its products and service costs.

#### SC-18.9

Time.

Time is of the essence in all respects under the Contract Documents.

#### SC-18.10

Preparation. This Contract shall not be construed more strongly against either party regardless of who was more responsible for its preparation.

#### SC-18.11

Representation and Binding Authority.

Contractor's representative below has full power, authority and legal right to execute and deliver these Contract Documents and perform all of its obligations under the Contract Documents. By signing the Contract Documents, the representative hereby represents to the Owner that he/she has the authority and full legal power to execute the Contract Documents and any and all documents necessary to effectuate and implement the terms of the Contract Documents on behalf of the party for whom he or she is signing and to bind and obligate such party with respect to all provisions contained in the Contract Documents.

#### NO DAMAGES FOR DELAY

#### SC-19

NO CLAIM FOR DAMAGES OR ANY CLAIM OTHER THAN FOR AN EXTENSION OF TIME SHALL BE MADE OR ASSERTED AGAINST OWNER BY REASON OF ANY DELAYS. Contractor shall not be entitled to an increase in the Contract Price or payment or compensation of any kind from Owner for direct, indirect, consequential, impact or other costs, expenses, or damages, including, but not limited to, costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance be reasonable or unreasonable, foreseeable, or avoidable or unavoidable. Contractor shall be entitled only to extensions of the Contract Time as the sole and exclusive remedy for such resulting delays, in accordance with and to the extent specifically provided herein.

## PART 2 - ADDITIONAL SUPPLEMENTARY CONDITIONS

### 1. ATTACHMENTS:

The following forms included in the Project Manual shall be used by Contractor for submittals required by the Contract Documents (unless Owner accepts other form):

- a. Construction Performance Bond (00610).
  - b. Construction Payment Bond (00620).
  - c. Notice of Compliance with Chapter 556, Florida Statutes (00630).
  - d. Contractor's Affidavit to Owner (00670).
  - e. Form of Application for Payment (00680).
  - f. This space left blank intentionally.
2. DESIGN PROFESSIONALS REPRESENTING OWNER AND/OR ENGINEER AND DIVISION OF RESPONSIBILITIES
- a. Various Design Professionals (i.e. Civil, Structural, Mechanical, Electrical, Groundwater Hydrology, Environmental, Landscape Architect, Architect, etc.) as consultants to Owner and/or Engineer, prepared or assisted in the preparation of Drawings and Specifications for the Project. The Owner and/or Engineer may have the various Design Professionals provide services during construction phase of the Project. The Design Professionals will be representatives of the Owner and/or Engineer. Visits to the site by the Design Professionals will be on the basis of General Conditions Paragraph 9.2, VISITS TO SITE. Also General Conditions Paragraphs 9.13 through 9.16, LIMITATIONS ON ENGINEER'S RESPONSIBILITIES includes the various Design Professionals for this Project.
  - b. Communication to and from the various Design Professionals will be coordinated through the Engineer.

END OF SECTION

**SUPPLEMENTARY CONDITIONS (CONSTRUCTION)**

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Florida Department of Environmental Protection

State Revolving Fund Program

Supplementary Conditions

for

City of Lake Worth

2" Watermain Replacement Phase 1A

Formally Advertised

Construction Procurement

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ENVIRONMENTAL PROTECTION  
SUPPLEMENTARY CONDITIONS**

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## **FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION SUPPLEMENTARY CONDITIONS**

The intent of the Florida Department of Environmental Protection (FDEP) Supplementary Conditions is to complement and supplement other provisions of the Bidding Documents. However, if there is any conflict between the FDEP Supplementary Conditions and other provisions of the Bidding Documents, the FDEP Supplementary Conditions shall take precedence over the other provisions except when the other provisions are similar to, but more stringent than, the FDEP Supplementary Conditions. When other provisions of the Bidding Documents are similar to, but more stringent than, the FDEP Supplementary Conditions, the more stringent provisions shall apply.

### ARTICLE 1 - DEFINITIONS

Wherever used in these Supplementary Conditions (except in the appendices to these Supplementary Conditions), the following terms have the meanings indicated, which are applicable to both the singular and plural thereof.

- 1.1 Addendum - A written or graphic instrument that is issued prior to the opening of bids and that clarifies, corrects, or changes the Bidding Documents.
- 1.2 Agreement or Contract - The written agreement between the Owner and the Contractor covering the Work to be performed and furnished; these Supplementary Conditions and other Contract Documents are attached to the Agreement/Contract and made a part thereof as provided therein.
- 1.3 Bid - The offer or proposal of a bidder submitted on the prescribed form and setting forth the price(s) for the Work to be performed and furnished.
- 1.4 Bidder - Any person, firm, or corporation that submits a bid directly to the Owner.
- 1.5 Bidding Documents - The Advertisement for Bids or the Invitation to Bid, the Instructions to Bidders or the Information for Bidders, the Bid Form, the proposed Contract Documents, and all addenda.
- 1.6 Bond - An instrument of security.
- 1.7 Change Order - A document that is recommended by the Engineer and signed by the Contractor and the Owner; that authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Time; and that is issued on or after the Effective Date of the Agreement/Contract.
- 1.8 Contract Documents - The Agreement/Contract; the Contractor's Bid when attached as an exhibit to the Agreement/Contract; the Performance and Payment Bond(s); the General Conditions; the Supplementary Conditions (including these Supplementary Conditions); the Specifications (written technical descriptions of material, equipment, construction systems, standards, and workmanship as applied to the Work and certain administrative details applicable thereto); the Drawings (drawings that show the character and scope of the Work to be performed and furnished); all addenda that pertain to the Contract Documents; and all change orders.
- 1.9 Contract Time - The number of days or the date stated in the Contract Documents for completion of the Work.
- 1.10 Contractor - The person, firm, or corporation with whom or which the Owner enters into the Agreement/Contract.
- 1.11 Effective Date of the Agreement/Contract - The date indicated in the Agreement/Contract on which the Agreement/Contract becomes effective, or if no such date is indicated in the Agreement/Contract, the date on which the Agreement/Contract is signed and delivered by the last of the two parties to sign and deliver the Agreement/Contract.
- 1.12 Engineer - The person, firm, or corporation named as such in the Contract Documents.
- 1.13 Minority Business Enterprise (MBE) - A historically Black college or university or a business that is (a) certified as socially and economically disadvantaged by the Small Business Administration, (b) certified as an MBE by a state or federal agency, or (c) an independent business concern which is at least 51-percent owned and controlled by minority group members. (A minority group member is an individual who is a citizen of the United States and one of the following: [i] Black American; [ii] Hispanic American [with origins from Puerto Rico, Mexico, Cuba, or South or Central America]; [iii] Native American [American Indian, Eskimo, Aleut, or native Hawaiian]; or [iv] Asian-Pacific American

[with origins from Japan, China, the Philippines, Vietnam, Korea, Samoa, Guam, the U.S. Trust Territories of the Pacific, Northern Marianas, Laos, Cambodia, Taiwan, or the Indian Subcontinent].)

1.14 Notice to Proceed -The written notice given by the Owner to the Contractor fixing the date on which the Contract Time will commence to run and on which the Contractor shall start to perform its obligations under the Contract Documents.

1.15 Owner - The local government (municipality, county, district, or authority; or any agency thereof; or a combination of two or more of the foregoing acting jointly) with which the Florida Department of Environmental Protection (FDEP) may execute, or has executed, a State Revolving Fund loan agreement and for which the Work is to be provided.

1.16 Project - The total construction or facilities described in a State Revolving Fund loan agreement between the FDEP and the Owner, of which the Work to be provided under the Contract Documents may be the whole or a part.

1.17 Sponsor – The recipient of the State Revolving Fund loan agreement that provides funds for the project.

1.18 Subcontract - A direct contract between a subcontractor and the Contractor, or any other subcontractor at any tier, for the furnishing of goods (material and equipment) or the performance of services (including construction) necessary to complete the Work.

1.19 Subcontractor - A person, firm, or corporation having a direct contract with the Contractor, or any other subcontractor at any tier, for the furnishing of goods (material and equipment) or the performance of services (including construction) necessary to complete the Work.

1.20 Successful Bidder - The lowest responsive, responsible bidder to whom or which the Owner intends to award the Agreement/Contract.

1.21 Women's Business Enterprise (WBE) - A business that is (a) certified as a WBE by a state or federal agency or (b) an independent business concern which is at least 51-percent owned and controlled/operated by women. (Determination of whether a business is at least 51-percent owned by women shall be made without regard to community property laws [e.g., an otherwise qualified WBE that is 51-percent owned by a married woman in a community property state will not be disqualified because the married woman's husband has a 50-percent interest in the married woman's share of the business; similarly, a business that is 51-percent owned by a married man and 49-percent owned by women will not become a qualified WBE by virtue of the married man's wife having a 50-percent interest in the married man's share of the business].)

1.22 Work - The entire completed construction or the various separately identifiable parts thereof required to be performed and furnished under the Contract Documents; Work is the result of performing services, furnishing labor, furnishing material and equipment, and incorporating material and equipment into the construction as required by the Contract Documents.

## ARTICLE 2 - PRIVACY OF AGREEMENT/CONTRACT

2.1. The Owner expects to finance this Agreement/Contract with assistance from the FDEP, which administers a State Revolving Fund loan program supported in part with funds directly made available by grants from the United States Environmental Protection Agency (USEPA). Neither the State of Florida nor the United States (nor any of their departments, agencies, or employees) will be a party to this Agreement/Contract or any lower-tier subcontract.

## ARTICLE 3 - PROCUREMENT REQUIREMENTS

3.1. This Agreement/Contract and the Owner's solicitation and award of this Agreement/Contract are subject to requirements contained in Chapter 62-503 (Revolving Loan Program) and/or Chapter 62-552, Florida Administrative Code as applicable.

## ARTICLE 4 - RESOLUTION OF PROTESTS AND CLAIMS/DISPUTES

**Resolution of Protests Concerning the Owner's Solicitation and/or Award of this Agreement/Contract:**

4.1. Protests concerning the Owner's solicitation and/or award of this Agreement/Contract must be filed in writing with the Owner to be considered.

4.2. All timely written protests concerning the Owner's solicitation and/or award of this Agreement/Contract are to be resolved in accordance with the Owner's dispute resolution process. A copy of the ordinance(s), resolution(s), or written policy (policies) that set forth the Owner's dispute resolution process is included elsewhere in the Bidding Documents or is to be made available by the Owner upon request.

4.3. Neither the (FDEP) nor the USEPA will become a party to, or have any role in resolving, protests concerning the Owner's solicitation and/or award of this Agreement/Contract. Protest decisions made by the Owner cannot be appealed to the FDEP or the USEPA.

**Resolution of Claims and Disputes Between the Owner and the Contractor:**

4.4. Unless otherwise provided in the Contract Documents, all claims and disputes between the Owner and the Contractor arising out of, or relating to, the Contract Documents or the breach thereof are to be decided by arbitration (if the Owner and the Contractor mutually agree) or in a court of competent jurisdiction within the State of Florida.

4.5. Neither the FDEP nor the USEPA will become a party to, or have any role in resolving, claims and disputes between the Owner and the Contractor.

ARTICLE 5 - CHANGES TO THE BIDDING AND CONTRACT DOCUMENTS

5.1. All changes to the Bidding Documents made subsequent to the FDEP's acceptance of the Bidding Documents and prior to the opening of bids are to be documented via addendum (addenda) to the Bidding Documents; all changes to the Contract Documents made after the opening of bids are to be documented by change order(s) to the Contract Documents. The Owner shall submit all addenda and change orders to the FDEP.

ARTICLE 6 - BONDS AND INSURANCE

**Bid Guarantees:**

6.1. Each bidder's bid is to be accompanied by a bid guarantee made payable to the Owner in an amount at least equal to five percent of the bidder's maximum bid price and in the form of a certified check or bid bond.

**Performance and Payment Bond(s):**

6.2. The Contractor shall furnish a combined performance and payment bond in an amount at least equal to 100 percent of the Contract Price (or, if required elsewhere in the Contract Documents, the Contractor shall furnish separate performance and payment bonds, each in an amount at least equal to 100 percent of the Contract Price) as security for the faithful performance and payment of all the Contractor's obligations under the Contract Documents. This(these) bond(s) are to be delivered to the Owner by the Contractor along with the executed Agreement/Contract. The Owner shall forward a copy of this (these) bond(s) to the FDEP.

**Insurance:**

6.3. The Owner and/or the Contractor (as required elsewhere in the Contract Documents) shall purchase and maintain, during the period of construction, such liability insurance as is appropriate for the Work being performed and furnished and as will provide protection from claims that may arise out of, or result from, the Contractor's performance and furnishing of the Work (whether the Work is to be performed or furnished by the Contractor or any subcontractor at the Work site) and the Contractor's other obligations under the Contract Documents. This insurance is to include workers' compensation insurance, comprehensive general liability insurance, comprehensive automobile liability insurance, and contractual liability insurance applicable to the Contractor's indemnification obligations and is to be written for not less than the limits of liability and coverages determined by the Owner or required by law, whichever is greater.

6.4. The Owner and/or the Contractor (as required elsewhere in the Contract Documents) shall purchase and maintain, during the period of construction, property insurance upon the Work at the Work site in an amount equal to the full replacement cost of the Work or the full insurable value of the Work. This insurance is to include the interests of the Owner, the Contractor, and all subcontractors at the Work site (all of whom are to be listed as insured or additional insured parties); is to insure against the perils of fire and extended coverage; and is to include "all-risk" insurance for physical loss or damage due to theft, vandalism and malicious mischief, collapse, water damage, and/or all other risks against which coverage is obtainable.

6.5. Before any Work at the Work site is started, the Contractor shall deliver to the Owner certificates of insurance that the Contractor is required to purchase and maintain in accordance with Paragraphs 6.3 and 6.4 of this Article and other provisions of the Contract Documents, and the Owner shall deliver to the Contractor certificates of insurance that the Owner is required to purchase and maintain in accordance with Paragraphs 6.3 and 6.4 of this Article and other provisions of the Contract Documents.

#### ARTICLE 7 - AWARD OF AGREEMENT/CONTRACT

7.1. If this Agreement/Contract is awarded, it is to be awarded to the lowest responsive, responsible bidder. A fixed price (lump sum or unit price or both) agreement/contract is to be used. A clear explanation of the method of evaluating bids and the basis for awarding this Agreement/Contract are included elsewhere in the Bidding Documents. All bids may be rejected when in the best interest of the Owner. After the contract has been awarded, the Owner shall give the Contractor a notice to proceed fixing the date on which the Contract Time will commence to run. The Owner shall forward a copy of this notice to proceed to the FDEP.

#### ARTICLE 8 - ITEMIZED CONSTRUCTION COST BREAKDOWN; CONSTRUCTION AND PAYMENT SCHEDULES

8.1. The Contractor shall submit to the Owner, within ten calendar days after the Effective Date of this Agreement/Contract, an itemized construction cost breakdown and construction and payment schedules.

8.1.1. The itemized construction cost breakdown, or schedule of values, is to include quantities and prices of items aggregating the Contract Price and is to subdivide the Work into component parts in sufficient detail to serve as the basis for progress payments during construction. Such prices are to include an appropriate amount of overhead and profit applicable to each item of Work.

8.1.2. The construction, or progress, schedule is to indicate the Contractor's estimated starting and completion dates for the various stages of the Work and is to show both the projected cost of Work completed and the projected percentage of Work completed versus Contract Time.

8.1.3. The payment schedule is to show the Contractor's projected payments cumulatively by month.

#### ARTICLE 9 – FDEP/USEPA ACCESS TO RECORDS AND PROJECT SITE

9.1. Authorized representatives of the Owner, the FDEP, and the USEPA shall have access to, for the purpose of inspection, the Work site(s), any books, documents, papers, and records of the Contractor that are pertinent to this Agreement/Contract at any reasonable time. The Contractor shall retain all books, documents, papers, and records pertinent to this Agreement/Contract for a period of five years after receiving and accepting final payment under this Agreement/Contract.

#### **NOTE: ARTICLE 10 ONLY APPLIES TO FEDERAL CAP GRANT PROJECTS**

#### ARTICLE 10 - DISADVANTAGED BUSINESS ENTERPRISES

10.1 A goal of five percent of the Contract Price is established for Minority Business Enterprise (MBE) participation in the Work, and a goal of five percent of the Contract Price is established for Women's Business Enterprise (WBE) participation in the Work. If bidders or prospective contractors (including the Contractor) intend to let any lower-tier goods

or services (including construction) subcontracts for any portion of the Work, they shall physically include these percentage goals for MBE and WBE participation in all solicitations for subcontracts and shall take good faith efforts to assure that MBEs and WBEs are utilized, when possible, as sources of goods and services. Good faith efforts are to include the following:

- 10.1.1. Require Disadvantaged Business Enterprises (DBEs) are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. For Indian Tribal, State and Local and Government recipients, this will include placing DBEs on solicitation lists and soliciting them whenever they are potential sources.
- 10.1.2. Make information on forthcoming opportunities available to DBEs and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by DBEs in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for a minimum of 30 calendar days before the bid or proposal closing date.
- 10.1.3. Consider in the contracting process whether firms competing for large contracts could subcontract with DBEs. For Indian Tribal, State and local Government recipients, this will include dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by DBEs in the competitive process.
- 10.1.4. Encourage contracting with a consortium of DBEs when a contract is too large for one of these firms to handle individually.
- 10.1.5. Use the services and assistance of the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.
- 10.1.6. If the prime contractor awards subcontracts, require the prime contractor to take the steps in paragraphs 10.1.1 through 10.1.5 of this section.

10.2. Within ten calendar days after being notified of being the apparent Successful Bidder, the apparent Successful Bidder shall submit to the Owner documentation of the affirmative steps it has taken to utilize Minority and Women's Business Enterprises (MBEs and WBEs) in the Work and documentation of its intended use of MBEs and WBEs in the Work. The Owner shall keep this documentation on file and shall forward to the FDEP a copy of the apparent Successful Bidder's documentation concerning its intended use of MBEs and WBEs in the Work.

#### ARTICLE 11 - DEBARMENT AND SUSPENSION (EXECUTIVE ORDER 12549)

##### **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions**

11.1. The bidder certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

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

11.3. The bidder also certifies that it and its principals:

11.3.1. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

11.3.2. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in paragraph 11.3.1 of this certification; and

11.3.3. Have not within a three-year period preceding this proposal had one or more public transactions (federal, state or local) terminated for cause or default. Where the bidder is unable to certify to any of the above, such owner shall attach an explanation to this proposal.

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

11.3.5. The bidder shall incorporate the foregoing requirements 11.1 through 11.3 in all subcontracts.

#### ARTICLE 12 - EQUAL EMPLOYMENT OPPORTUNITY (EXECUTIVE ORDER 11246)

##### **12.1. Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity (Executive Order 11246).** (Applicable to contracts/subcontracts exceeding \$10,000)

12.1.1. The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Specifications" set forth herein.

12.1.2. The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in Florida, are as follows:

Goal for female participation: 6.9 percent statewide

Goal for minority participation: (See Appendix B at FDEP-20 for goals for each county)

These goals are applicable to all the Contractor's construction work (whether or not it is federal or federally assisted) performed in the covered area. If the contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the contractor also is subject to the goals for both its federally involved and non-federally involved construction.

The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

12.1.3. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address and telephone number of the subcontractor; employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed.

12.1.4. As used in this Notice, and in the contract resulting from this solicitation, the "covered area" is the State of Florida.

12.1.5. Contractors shall incorporate the foregoing requirements in all subcontracts.

##### **12.2. Equal Opportunity Clause** (Applicable to contracts/subcontracts exceeding \$10,000)

During the performance of this contract, the contractor agrees as follows:

12.2.1. The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

12.2.2. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. The notice can be obtained online at [http://www.eeoc.gov/employers/upload/eeoc\\_self\\_print\\_poster.pdf](http://www.eeoc.gov/employers/upload/eeoc_self_print_poster.pdf). The Contractor shall state that all qualified applicants be considered without regard to race, color, religion, sex or national origin.

12.2.3. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

12.2.4. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

12.2.5. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

12.2.6. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

12.2.7. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

12.2.8. The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs 12.2.1 through 12.2.8 in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

**12.3. The Standard Federal Equal Employment Opportunity Construction Contract Specifications** (Executive Order 11246)

12.3.1. As used in these specifications:

- a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;
- b. "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;
- c. "Employer identification number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.
- d. "Minority" includes:
  - (i) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
  - (ii) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);
  - (iii) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and

(iv) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

12.3.2. Whenever the Contractor, or any Subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.

12.3.3. If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or Subcontractors toward a goal in an approved Plan does not excuse any covered Contractor's or Subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.

12.3.4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7a through p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction Contractors performing construction work in geographical areas where they do not have a federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the FEDERAL REGISTER in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

12.3.5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.

12.3.6. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.

12.3.7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:

- a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
- b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.

- c. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefore, along with whatever additional actions the Contractor may have taken.
- d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.
- e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 12.3.7b above.
- f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.
- g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with onsite supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
- h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.
- i. Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.
- j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor's work force.
- k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.
- l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
- m. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.

- n. Ensure that all facilities and company activities are nonsegregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
- o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.
- p. Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.

12.3.8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (12.3.7a through 12.3.7p). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7a through p of these specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.

12.3.9. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).

12.3.10. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.

12.3.11. The Contractor shall not enter into any Subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.

12.3.12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

12.3.13. The Contractor, in fulfilling its obligation under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.

12.3.14. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

- 12.3.15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).
- 12.4. Pursuant to 41 CFR 60-1.7, if the price of this bid exceeds \$10,000, the bidder, by signing and submitting this proposal, certifies the following:
- 12.4.1. Affirmative action programs pursuant to 41 CFR 60-2 have been developed and are on file;
  - 12.4.2. Documentation of a previous contract or subcontract subject to the equal opportunity clause is available;
  - 12.4.3. All reports due under the applicable filing requirements have been filed with the Joint Reporting Committee, the Deputy Assistant Secretary or the Equal Employment Opportunity Commission; and
  - 12.4.4. Each prospective construction subcontractor that may be awarded a lower-tier construction subcontract with a price exceeding \$10,000 shall meet the above requirements 12.4.1 through 12.4.3.
- 12.5. Pursuant to 41 CFR 60-1.8, if the price of this bid exceeds \$10,000, the bidder, by signing and submitting this proposal, certifies the following:
- 12.5.1. That he/she does not maintain or provide for his/her employees any segregated facility at any of his/her establishments;
  - 12.5.2. That he/she does not permit employees to perform their services at any location, under his/her control, where segregated facilities are maintained;
  - 12.5.3. That he/she will not maintain or provide for employees any segregated facilities at any of his/her establishments;
  - 12.5.4. That he/she will not permit employees to perform their services at any location under his/her control where segregated facilities are maintained;
  - 12.5.5. That a breach of this certification is violation of the Equal Opportunity Clause of this contract; and
  - 12.5.6. That he/she will obtain identical certifications from proposed Subcontractors prior to the award of Subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause, and that he will retain such certifications in his/her files.

As used in this certification, the term “segregated facilities” means any waiting rooms, work eating areas, time clocks, locker rooms, and other storage or dressing areas, transportation and housing facilities provided for employees which are in fact segregated on the basis of race, color, religion, or otherwise.

12.6. If the price of this Agreement/Contract exceeds \$10,000, the Owner shall give written notice to the Director of the Office of Federal Contract Compliance Programs within ten working days of award of this Agreement/Contract. The notice is to include the name, address, and telephone number of the Contractor; the employer identification number of the Contractor; the dollar amount of this Agreement/Contract; the estimated starting and completion dates of this Agreement/Contract; the number of this Agreement/Contract; and the geographical area in which the Work is to be performed.

12.7. If the price of this Agreement/Contract equals or exceeds \$50,000 and if the Contractor has 50 or more employees, the Contractor shall electronically file Standard Form 100 (EEO-1) online at <https://egov.eeoc.gov/eeo1/eeo1.jsp> within 30 calendar days after the award of this Agreement/Contract, unless the Contractor has submitted such a report within 12 months preceding the date of award of this Agreement/Contract. In addition, the Contractor shall ensure that each construction subcontractor having 50 or more employees and a lower-tier construction subcontract with a price equaling or exceeding \$50,000 also electronically files this form within 30 calendar days after the award to it of the lower-tier construction subcontract, unless the construction subcontractor has submitted such a report within 12 months preceding the date of award of the lower-tier construction subcontract.

ARTICLE 13 - IMMIGRATION REFORM AND CONTROL ACT OF 1986 (STATE OF FLORIDA EXECUTIVE ORDER 11-116)

The Immigration Reform and Control Act of 1986 prohibits employers from knowingly hiring illegal workers. The Contractor shall only employ individuals who may legally work in the United States – either U.S. citizens or foreign citizens who are authorized to work in the U.S. The Contractor shall use the U.S. Department of Homeland Security’s E-Verify Employment Eligibility Verification system (<http://www.uscis.gov/portal/site/uscis>) to verify the employment eligibility of:

- all new employees, during the term of this Agreement, to perform employment duties within Florida; and,
- all new employees (including subcontractors and subrecipients) assigned by the Contractor to perform work pursuant to this Agreement.

The Contractor shall include this provision in all subcontracts/subgrants it enters into for the performance of work under this Agreement.

ARTICLE 14 – ENVIRONMENTAL COMPLIANCE

The Contractor, and all subcontractors at any tier, shall comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857[h]), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738 (Administration of the Clean Air Act and the Federal Water Pollution Control Act with Respect to Federal Contracts, Grants, or Loans), and 40 CFR Part 15.

ARTICLE 15 – FEDERAL LABOR STANDARDS PROVISION

Contracts being constructed with assistance from the State Revolving Fund Program are currently required to comply with the Federal Labor Standards Provisions as provided in Appendix C. Signing Appendix A certifies compliance with these provisions.

ARTICLE 16 – AMERICAN IRON AND STEEL PROVISION

Contracts being constructed with assistance from the State Revolving Fund Program are currently required to comply with The American Iron and Steel Provision as provided in Appendix D. Signing Appendix A certifies compliance with these provisions.

ARTICLE 17 - PROHIBITED LOCAL GOVERNMENT CONSTRUCTION PREFERENCES

- A. Pursuant to Section 255.0991, F.S., for a competitive solicitation for construction services in which 50 percent or more of the cost will be paid from state-appropriated funds which have been appropriated at the time of the competitive solicitation, a state, college, county, municipality, school district, or other political subdivision of the state may not use a local ordinance or regulation that provides a preference based upon:
1. The contractor’s maintaining an office or place of business within a particular local jurisdiction;
  2. The contractor’s hiring employees or subcontractors from within a particular local jurisdiction; or
  3. The contractor’s prior payment of local taxes, assessments, or duties within a particular local jurisdiction.
- B. For any competitive solicitation that meets the criteria in Paragraph A., a state college, county, municipality, school district, or other political subdivision of the state shall disclose in the solicitation document that any applicable local ordinance or regulation does not include any preference that is prohibited by Paragraph A.

**APPENDIX A TO THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION  
SUPPLEMENTARY CONDITIONS**

**CERTIFICATION OF COMPLIANCE WITH THE FLORIDA DEPARTMENT OF  
ENVIRONMENTAL PROTECTION SUPPLEMENTARY CONDITIONS**

This certification relates to a construction contract proposed by \_\_\_\_\_,  
(insert the name of the Owner)

which expects to finance the proposed construction contract with assistance from the Florida Department of Environmental Protection (which administers a State Revolving Fund loan program supported in part with funds directly made available by grants from the United States Environmental Protection Agency). I am the undersigned prospective construction contractor or subcontractor.

I certify that I have read the Florida Department of Environmental Supplementary Conditions and agree to incorporate the following articles into the bid and/or contract:

- ARTICLE 11 DEBARMENT AND SUSPENSION (EXECUTIVE ORDER 12549)
- ARTICLE 12 EQUAL EMPLOYMENT OPPORTUNITY (EXECUTIVE ORDER 11246)
- ARTICLE 13 IMMIGRATION REFORM AND CONTROL ACT OF (STATE OF FLORIDA EXECUTIVE ORDER 11-116)
- ARTICLE 14 ENVIRONMENTAL COMPLIANCE
- ARTICLE 15 FEDERAL LABOR STANDARDS PROVISION
- ARTICLE 16 AMERICAN IRON AND STEEL PROVISION

I agree that I will obtain identical certifications from prospective lower-tier construction subcontractors prior to the award of any lower-tier construction subcontracts with a price exceeding \$10,000. I also agree that I will retain such certifications in my files.

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

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Name and Title of Authorized Official [Print or Type])

\_\_\_\_\_  
(Name of Prospective Construction Contractor or Subcontractor [Print or Type])

\_\_\_\_\_  
(Address and Telephone Number of Prospective Construction Contractor or Subcontractor [Print or Type])

\_\_\_\_\_  
(Employer Identification Number of Prospective Construction Contractor or Subcontractor)

## APPENDIX B TO THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION SUPPLEMENTARY CONDITIONS

### GOALS AND TIMETABLES FOR MINORITIES AND FEMALES

[Note: These goals and timetables are the goals and timetables referred to in Paragraph 2 of the "Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity (Executive Order 11246)"; these goals and timetables are to be included in all FDEP assisted construction contracts and subcontracts with a price exceeding \$10,000 and in all solicitations for such contracts and subcontracts.]

The following goals and timetables for female utilization shall be included in all federal and federally assisted construction contracts and subcontracts in excess of \$10,000. The goals are applicable to the contractor's aggregate on-site construction workforce whether or not part of that workforce is performing work on a federal or federally assisted construction contract or subcontract.

Area covered: Goals for Women apply nationwide.

#### Goals and Timetables

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Timetable	Goals (percent)
Indefinite	6.9

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Goals for minority utilization can be found in the Department of Labor's Technical Assistance Guide for Federal Construction Contractors (May 2009), available on the internet at <http://www.dol.gov/ofccp/TAGuides/consttag.pdf>. These goals shall be included for each craft and trade in all federal or federally assisted construction contracts and subcontracts in excess of \$10,000 to be performed in the respective geographical areas. The goals are applicable to each nonexempt contractor's total onsite construction workforce, regardless of whether or not part of that workforce is performing work on a federal, federally assisted or non-federally related project, contract or subcontract.

Construction contractors which are participating in an approved Hometown Plan (see 41 CFR 60-4.5) are required to comply with the goals of the Hometown Plan with regard to construction work they perform in the area covered by the Hometown Plan. With regard to all their other covered construction work, such contractors are required to comply with the applicable SMSA or EA goal contained in this Appendix.

**APPENDIX C**  
**TO THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION**  
**SUPPLEMENTARY CONDITIONS**

**Davis-Bacon Requirements**

**FEDERAL LABOR STANDARDS PROVISIONS**

**(Davis-Bacon Act, Copeland Act, and Contract Works Hours & Safety Standards Act)**

The Project to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such federal assistance.

**1 Minimum Wages.**

(i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act, 29 CFR Part 3, the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein; provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR Part 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii) (a) The sponsor, on behalf of EPA, shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The FDEP shall approve a request for an additional classification and wage rate and fringe benefits; therefore, only when the following criteria have been met:

- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
- (2) The classification is utilized in the area by the construction industry; and
- (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(b) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the sponsor(s) agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the sponsor to the FDEP. The FDEP will transmit the request to the Administrator of the Wage and Hour Division, employment Standards Administration, U. S. Department of Labor. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional

classification action within 30 days of receipt and so advise the FDEP or will notify FEDP within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)

(c) In the event that the Contractor, the laborers or mechanics to be employed in the Classification or their representatives, and the sponsor do not agree on the proposed classification and wage rate (including the amount designed for fringe benefits, where appropriate), the FDEP shall refer the request and the local wage determination, including the views of all interested parties and the recommendation of FDEP, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt of the request and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

(d) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program. Provided, that the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account, assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

## **2. Withholding.**

The sponsor shall, upon written request of the EPA or an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract or any other federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, EPA may, after written notice to the contractor, sponsor, applicant, or owners, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

## **3. Payrolls and Basic Records.**

(i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017).

(ii) (a) The contractor shall submit weekly for each week in which any contract work is performed, a copy of all payrolls to the sponsor. Such documentation shall be available upon request by FDEP. As to each payroll copy received, the sponsor shall provide a certification that the project is in compliance with the requirements of 29 CFR 5.5(a)(1) with each disbursement request. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR Part 5.5(a)(3)(I), except that full social security numbers and home addresses shall not be included on the weekly payrolls. Instead, the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site <http://www.dol.gov/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current addresses of each covered worker, and shall provide them upon request to the sponsor for transmission to the FDEP or EPA if requested by EPA, the FDEP, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsor. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149).

(b) Each payroll submitted shall be accompanied by a Statement of Compliance, signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under 29 CFR Part 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR Part 5.5 (a)(3)(I), and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(c) The weekly submission of a properly executed certification set forth on the reverse side of Option Form WH-347 shall satisfy the requirement for submission of the Statement of Compliance required by paragraph A. 3(ii)(b) of this section.

(d) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph A.3(I) of this section available for inspection, copying, or transcription by authorized representatives of the FDEP or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FDEP may, after written notice to the contractor, or sponsor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request to make such records available may be grounds for debarment action pursuant to 29 CFR Part 5.12.

#### **4. Apprentices and Trainees.**

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U. S. Department of Labor, the Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio

of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program, shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with the determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U. S. Department of Labor, the Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program the contract will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal Employment Opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

## **5. Compliance with Copeland Act Requirements.**

The contractor shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this contract.

## **6. Subcontracts.**

The contractor or subcontractor will insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as EPA determines may be appropriate, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR Part 5.5.

## **7. Contract Termination, Debarment.**

A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

## **8. Compliance with Davis-Bacon and Related Act Requirements.**

All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3 and 5 are herein incorporated by referenced in this contract.

## **9. Disputes Concerning Labor Standards.**

Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6 and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the sponsor, FDEP, EPA, the U. S. Department of Labor, or the employees or their representatives.

## **10. Certification of Eligibility.**

(i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded EPA contracts or participate in EPA programs pursuant to Executive Order 12549.

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded EPA contracts or participate in EPA programs pursuant to Executive Order 12549.

(iii) The penalty for making false statements is prescribed in the U. S. Criminal Code, 18 U. S. C. 1001. Additionally, U. S. Criminal Code, Section 1010, Title 18, U. S. C., Federal Housing Administration transactions, provides in part "Whoever, for the purpose of . . . influencing in any way the action of such Administration . . . makes, utters or publishes any statement, knowing the same to be false . . . shall be fined not more than \$5,000 or imprisoned not more than two years, or both".

## **11. Complaints, Proceedings, or Testimony by Employees.**

**A.** No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this contract are applicable shall be discharged or in any other manner discriminated against by the contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this contract to his employer.

**B. Contract Work Hours and Safety Standards Act.** The sponsor shall insert the following clauses set forth in paragraphs B.(1), (2), (3), and (4) of this section in full in any contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by item 3 above or 29 CFR 4.6. As used in the paragraph, the terms laborers and mechanics include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in subparagraph (1) of this paragraph.

(3) Withholding for unpaid wages and liquidated damages. The sponsor, upon written request of the FDEP or an authorized representative of the Department of Labor, may withhold or cause to be withheld, from any moneys payable on

account of work performed by the contractor or subcontractor under any such contract or any other federal contract with the same prime contract, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

### **C. Health and Safety**

(1) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

(2) The contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 (formerly part 1518) and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act (Public Law 91-54.83 State 96).

(3) The contractor shall include the provisions of this Article in every subcontract so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontract as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

## **12. Guidance to Contractor for Compliance with Labor Standards Provisions**

### **a) Contracts with Two Wage Decisions**

If the contract includes two wage decisions, the contractor, and each subcontractor who works on the site, must submit either two separate payrolls (one for each wage decision) or one payroll which identifies each worker twice and the hours worked under each wage decision. One single payroll, reflecting each worker once, may be submitted provided the Contractor uses the higher rate in the wage decisions for each identical job classification. However, where a job classification is not listed in a wage decision and is needed for that portion of the work, the classification **must** be added to the wage decision. A worker may not be paid at the rate for a classification using the hourly rate for that same classification in another wage decision. After the additional classification is approved, the contractor may pay the higher of the two rates and submit one payroll, if desired.

### **b) Complying with Minimum Hourly Amounts**

1) The minimum hourly amount due to a worker in each classification is the total of the amounts in the Rates and Fringe Benefits (if any) columns of the applicable wage decision.

2) The contractor may satisfy this minimum hourly amount by any combination of cash and bona fide fringe benefits, regardless of the individual amounts reflected in the Rates and Fringe Benefits columns.

3) A contractor payment for a worker which is required by law is not a fringe benefit in meeting the minimum hourly amount due under the applicable wage decision. For example, contractor payments for FICA or unemployment insurance are not a fringe benefit; however, contractor payments for health insurance or retirement are a fringe benefit. Generally, a fringe benefit is bona fide if (a) it is available to most workers and (b) involves payments to a third party.

4) The hourly value of the fringe benefit is calculated by dividing the contractor's annual cost (excluding any amount contributed by the worker) for the fringe benefit by 2080. Therefore, for workers with overtime, an additional payment may be required to meet the minimum hourly wages since generally fringe benefits have no value for any time worked over 40 hours weekly. (If a worker is paid more than the minimum rates required by the wage decision, this should not be a problem. As long as the total wages received by a worker for straight time equals the hours worked times the minimum hourly rate in the wage decision, the requirement of the Davis-Bacon and Related Acts has been satisfied.)

### **c) Overtime**

For any project work over 40 hours weekly, a worker generally must be paid 150% of the actual hourly cash rate received, not the minimum required by the wage decision. (The Davis-Bacon and Related Acts only establishes minimum rates and does not address overtime. The Contract Work Hours Act contains the overtime requirement and uses basic rate of pay as the base for calculation, not the minimum rates established by the Davis-Bacon and Related Acts.)

d) Deductions

Workers who have deductions, not required by law, from their pay must authorize these deductions in writing. The authorization must identify the purpose of each deduction and the amount, which may be a specific dollar amount or a percentage. A copy of the authorization must be submitted with the first payroll containing the deduction. If deducted amounts increase, another authorization must be submitted. If deducted amounts decrease, no revision to the original authorization is needed. Court-ordered deductions, such as child support, may be identified by the responsible payroll person in a separate document. This document should identify the worker, the amount deducted and the purpose. A copy of the court order should be submitted.

e) Classifications Not Included in the Wage Decision

If a classification not in the wage decision is required, please advise the owner's representative in writing and identify the job classification(s) required. In some instances, the state agency may allow the use of a similar classification in the wage decision.

Otherwise, the contractor and affected workers must agree on a minimum rate, which cannot be lower than the lowest rate for any trade in the wage decision. Laborers (including any subcategory of the laborer classification) and truck drivers are not considered a trade for this purpose. If the classification involves a power equipment operator, the minimum cannot be lower than the lowest rate for any power equipment operator in the wage decision. The owner will provide forms to document agreement on the minimum rate by the affected workers and contractor.

The U.S. Department of Labor (USDOL) must approve the proposed classification and rate. The contractor may pay the proposed rate until the USDOL makes a determination. Should the USDOL require a higher rate, the contractor must make wage restitution to the affected worker(s) for all hours worked under the proposed rate.

f) Supervisory Personnel

Foremen and other supervisory personnel who spend at least 80% of their time supervising workers are not covered by the Davis-Bacon and Related Acts. Therefore, a wage decision will not include such supervisory classifications and their wages are not subject to any minimums under the Davis-Bacon and Related Act or overtime payments under the Contract Work Hours and Safety Standards Act. However, foremen and other supervisory personnel who spend less than 80% of their time engaged in supervisory activities are considered workers/mechanics for the time spent engaged in manual labor and must be paid at least the minimum in the wage decision for the appropriate classification(s) based on the work performed.

g) Sole Proprietorships / Independent Contractors / Leased Workers

The nature of the relationship between a prime contractor and a worker does not affect the requirement to comply with the labor standards provisions of this contract. The applicability of the labor standards provisions is based on the nature of the work performed.

If the work performed is primarily manual in nature, the worker is subject to the labor standards provisions in this contract. For example, if John Smith is the owner of ABC Plumbing and performs all plumbing work himself, then Mr. Smith is subject to the labor standards provisions, including minimum wages and overtime. His status as owner is irrelevant for labor standards purposes.

If a worker meets the IRS standards for being an independent contractor, and is employed as such, this means that the worker must submit a separate payroll as a subcontractor rather than be included on some other payroll. The worker is still subject to the labor standards provisions in this contract, including minimum wages and overtime.

If a contractor or subcontractor leases its workers, they are subject to the labor standards provisions in this contract, including minimum wages and overtime. The leasing firm must submit payrolls and these payrolls must reflect information required to determine compliance with the labor standards provisions of this contract, including a classification for each worker based on the nature of the work performed, number of regular hours worked, and number of overtime hours worked.

h) Apprentices / Helpers

A worker may be classified as an apprentice **only if participating in a federal or state program**. Documentation of participation must be submitted. Generally, the apprentice program specifies that the apprentice will be compensated at a percentage of journeyman rate. For Davis-Bacon Act purposes, the hourly rate cannot be lower than the percentage of the hourly rate for the classification in the applicable wage decision.

If the worker does not participate in a federal or state apprentice program, then the worker must be classified according to duties performed. This procedure may require classification in the trade depending on tools used, or as a laborer if specialized tools of the trade are not used. The contractor may want to consult with the Wage and Hour Division of the U.S. Department of Labor located in most large cities regarding the appropriate classification.

Presently, no worker may be classified as a helper. As with apprentices not participating in a formal apprentice program, the worker must be classified according to duties performed and tools used.

## APPENDIX D TO THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION SUPPLEMENTARY CONDITIONS

### American Iron and Steel Requirement

The Contractor acknowledges to and for the benefit of the City of Lake Worth ("Owner") and the State of Florida (the "State") that it understands that iron and steel products to be installed as a part of this contract must be in compliance with the requirements in H.R. 3547, "Consolidated Appropriations Act, 2014," (Appropriations Act). H.R. 3547 includes the following language in Division G, Title IV, Sec. 436, under the heading, "Use of American Iron and Steel,":

(a) (1) None of the funds made available by a State water pollution control revolving fund as authorized by title VI of the Federal Water Pollution Control Act (33 U.S.C. 1381 et seq.) or made available by a drinking water treatment revolving loan fund as authorized by section 1452 of the Safe Drinking Water Act (42 U.S.C. 300j-12) shall be used for a project for the construction, alteration, maintenance, or repair of a public water system or treatment works unless all of the iron and steel products used in the project are produced in the United States.

(2) In this section, the term "iron and steel products" means the following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials.

(b) Subsection (a) shall not apply in any case or category of cases in which the Administrator of the Environmental Protection Agency (in this section referred to as the "Administrator") finds that--

- (1) applying subsection (a) would be inconsistent with the public interest;
- (2) iron and steel products are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quality; or
- (3) inclusion of iron and steel products produced in the United States will increase the cost of the overall project by more than 25 percent.

(c) If the Administrator receives a request for a waiver under this section, the Administrator shall make available to the public on an informal basis a copy of the request and information available to the Administrator concerning the request, and shall allow for informal public input on the request for at least 15 days prior to making a finding based on the request. The Administrator shall make the request and accompanying information available by electronic means, including on the official public Internet Web site of the Environmental Protection Agency.

(d) This section shall be applied in a manner consistent with United States obligations under international agreements.

Notwithstanding any other provision of this Agreement, any failure to comply with this paragraph by the Contractor shall permit the Purchaser or State to recover as damages against the Contractor any loss, expense, or cost (including without limitation attorney's fees) incurred by the Purchaser or State resulting from any such failure (including without limitation any impairment or loss of funding, whether in whole or in part, from the State or any damages owed to the State by the Purchaser). While the Contractor has no direct contractual privity with the State, as a lender to the Purchaser for the funding of its project, the Purchaser and the Contractor agree that the State is a third-party beneficiary and neither this paragraph (nor any other provision of this Agreement necessary to give this paragraph force or effect) shall be amended or waived without the prior written consent of the State.

For waivers to these requirements based on (2)(b) above, contact Sheryl Parsons at USEPA Region IV. She can be reached by phone at (404) 562-9337.

**00820  
SPECIAL CONDITIONS**

**CITY OF LAKE WORTH PURCHASING DEPARTMENT REQUIREMENTS**

**SPC-1 APPROVAL OF ACCOUNTING SYSTEM**

Except with respect to firm fixed-price contracts, no contract type shall be used unless the Purchasing Manager has determined in writing that:

- 1) The proposed contractor's accounting system will permit timely development of all necessary cost data in the form required by the specific contract type contemplated; and
- 2) The proposed contractor's accounting system is adequate to allocate costs in accordance with generally accepted cost accounting principles.

**SPC-2 RIGHT TO INSPECT PLANT**

The City may, at reasonable times, inspect any part of the plant, place of business, or work site of a contractor or subcontractor which is pertinent to the performance of any contract awarded or to be awarded by the City.

**SPC-3 RIGHT TO AUDIT RECORDS**

- 1) **Audit of Cost or Pricing Data:** The City may, at reasonable times and places audit the books, documents, papers and records of any contractor who has submitted cost or pricing data to the extent that such books, documents, papers and records are pertinent to such cost or pricing data. Any person who receives a contract, change order or contract modifications for which cost or pricing data is required, shall maintain such books, documents, papers and records that pertinent to such costs or pricing data for three (3) years from the date of the final payment under the contract.
- 2) **Contract Audit:** The City shall be entitled to audit the books, documents, papers and records of a contractor or a subcontractor at any tier under any negotiated contract or subcontract other than a firm fixed-price contract to the extent that such books, documents, papers and records are pertinent to the performance of such contract or subcontract. Such books, documents, papers and records shall be maintained by the contractor for a period of three (3) years from the date of final payment under the prime contract and by the subcontractor for a period of three (3) years from the date of final payment under the subcontract.

- 3) Contractor Records: If a contract is being funded in whole or in part by assistance from a federal agency, then the contract shall include provisions:
  - A) Requiring the contractor and subcontractor at any tier to maintain for three (3) years from the date of final payment under the contract all books, documents, papers and records pertinent to the contract; and
  - B) Requiring the contractor and subcontractor at any tier to provide to the City, the federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives access to such books, documents, papers and records for the purposes of examining, Auditing and copying them.

#### **SPC-4 LOCAL VENDOR PREFERENCE**

In the event the lowest responsive, responsible bidder or the highest ranked responsive, responsible proposer in the procurement of goods, services or construction is a non-LOCAL business, then all bids and or proposals from responsive, responsible LOCAL businesses to the same solicitation shall be adjusted by five (5) percent, solely for the purpose of determining bid/contract award. The bid price of LOCAL bidders will be adjusted downward by five (5) percent for purposes of ranking of bidders.

In no event, shall the application of this adjustment to a responsive quote or bid change the actual bid amount. Further, it will not cause the City to pay more than \$15,000 above the amount bid by that non-local vendor, which would have been recommended for award if the local vendor preference had not been applied.

If the application of the five-percent local vendor preference causes the *evaluated local vendor price* to be less than the actual low-bid price, but the actual bid price of the local vendor is more than \$15,000 higher than the actual low-bid price of a non-local vendor, then the non-local vendor submitting the actual low-bid, shall be viewed as the low-bidder, and be recommended for award, unless for reasons other than price, the bid is not found to be responsive and/or responsible.

The determination as to whether a bidder or proposer is a local or non-local business shall be made by the Purchasing Division, after confirming the vendor has a valid business tax receipt and certificate of occupancy, as reflected within the Business Master File of the city's ERP system. The bidder or proposer does not have to be a current vendor to the City (City as a customer) at the time of bidding/proposing, but must have been issued a business tax receipt applicable to the goods/services/ construction being requested, PRIOR to the due date/time for

#### **SPECIAL CONDITIONS 00820-2**

bids/proposals. Prior to making an award through the application of the local vendor preference, city staff may require a bidder or proposer to provide additional information at any time prior to the award.

A *LOCAL business*, for the purposes of the application of a local vendor preference, means a bidder or proposer which has a permanent, physical place of business within the city limits, and a valid business tax receipt applicable to the required goods, services, or construction items being procured. Post office boxes or locations at a postal service center are not verifiable and shall not be used for the purpose of establishing said physical address. If the business is a joint venture/partnership, it is sufficient for qualification as a LOCAL business if at least one party of the joint venture/partnership meets the test set forth in this Section.

*Non-LOCAL business* means a bidder or proposer which is not a LOCAL business as defined herein.

*Permanent place of business* means headquarters which are located within the city limits or a permanent office or other site located within the city limits from which a bidder or proposer will produce a substantial portion of the goods or perform a substantial portion of the services to be purchased. A post office box or location at a postal service center shall not constitute a permanent place of business.

#### **SPC-5 CONTRACTOR'S START OF WORK & CHANGE OF SCOPE**

- 1) The Contractor shall not perform work without a Purchase Order.
- 2) The Contractor shall not work out of scope without a signed, issued change order to the purchase order, authorizing the additional work and any change to the period of performance (Construction Contract Time).

#### **SPC-6 APPROPRIATION OF FUNDS**

This project is subject to approval and appropriation of funds by the City of Lake Worth Commission.

00840  
**LISTING OF THE DUTIES, RESPONSIBILITIES AND  
LIMITATIONS OF AUTHORITY OF THE  
RESIDENT PROJECT REPRESENTATIVE**

ENGINEER may furnish a Resident Project Representative (RPR), assistants and other field staff to assist ENGINEER in observing performance of the Work of the Contractor. RPR may only be part time on site, and CONTRACTOR shall coordinate with RPR as required in the Contract Documents.

Through on-site observations of the Work in progress and field checks of materials and equipment by the RPR and assistants, ENGINEER shall endeavor to provide further protection for OWNER against defects and deficiencies in the Work; but, the furnishing of such services will not make ENGINEER responsible for or give ENGINEER control over construction means, methods, techniques, sequences or procedures or for safety precautions or programs, or responsibility for CONTRACTOR's failure to perform the Work in accordance with the Contract Documents.

The duties and responsibilities of the RPR are limited to those of ENGINEER in ENGINEER's agreement with the OWNER and in the construction Contract Documents, and are further limited and described as follows:

**A. GENERAL**

RPR is ENGINEER's agent at the site, will act as directed by and under the supervision of ENGINEER, and will confer with ENGINEER regarding RPR's actions. RPR's dealings in matters pertaining to the on-site work shall in general be with ENGINEER and CONTRACTOR keeping OWNER advised as necessary. RPR's dealings with subcontractors shall only be through or with the full knowledge and approval of CONTRACTOR. RPR shall generally communicate with OWNER with the knowledge of and under the direction of ENGINEER.

**B. DUTIES AND RESPONSIBILITIES OF RPR**

1. **SCHEDULES:** Review the progress schedule, schedule of Shop Drawing submittals and schedule of values prepared by CONTRACTOR and consult with ENGINEER concerning acceptability.
2. **CONFERENCES AND MEETINGS:** Attend meetings with CONTRACTOR, such as preconstruction conferences, progress meetings, job conferences and other project-related meetings, and prepare and circulate copies of minutes thereof.
3. **LIAISON:**
  - a. Serve as ENGINEER's liaison with CONTRACTOR, working principally through CONTRACTOR's superintendent and assist in understanding the intent of the Contract Documents; and assist ENGINEER in serving as OWNER's liaison with CONTRACTOR when CONTRACTOR's operations affect OWNER's on-site operations.
  - b. Assist in obtaining from OWNER additional details or information, when required for proper execution of the Work.
4. **SHOP DRAWINGS AND SAMPLES:**
  - a. Record date of receipt of Shop Drawings and samples.
  - b. Receive samples which are furnished at the site by CONTRACTOR, and notify ENGINEER of availability of samples for examination.

- c. Advise ENGINEER and CONTRACTOR of the commencement of any Work requiring a Shop Drawing or sample if the submittal has not been approved by ENGINEER.
5. REVIEW OF WORK, REJECTION OF DEFECTIVE WORK, INSPECTIONS AND TESTS:
  - a. Conduct on-site observations of the Work in progress to assist ENGINEER in determining if the Work is in general proceeding in accordance with the Contract Documents.
  - b. Report to ENGINEER whenever RPR believes that any Work is unsatisfactory, faulty or defective or does not conform to the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise ENGINEER of Work that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.
  - c. Verify that tests, equipment and systems startups and operating and maintenance training are conducted in the presence of appropriate personnel, and that CONTRACTOR maintains adequate records thereof; and observe, record and report to ENGINEER appropriate details relative to the test procedures and startups.
  - d. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections and report to ENGINEER.
6. INTERPRETATION OF CONTRACT DOCUMENTS: Report to ENGINEER when clarifications and interpretations of the Contract Documents are needed and transmit to CONTRACTOR clarifications and interpretations as issued by ENGINEER.
7. MODIFICATIONS: Consider and evaluate CONTRACTOR's suggestions for modifications in Drawings or Specifications and report with RPR's recommendations to ENGINEER. Transmit to CONTRACTOR decisions as issued by ENGINEER.
8. RECORDS:
  - a. Maintain at the job site or ENGINEER's office files for correspondence, reports of job conferences, Shop Drawings and samples, reproductions of original Contract Documents including all Work Directive Changes, Addenda, Change Orders, Field Orders, additional Drawings issued subsequent to the execution of the Contract, ENGINEER's clarifications and interpretations of the Contract Documents, progress reports, and other Project related documents.
  - b. Record names, addresses and telephone numbers of all CONTRACTORS, subcontractors and major suppliers of materials and equipment.
9. REPORTS:
  - a. Furnish ENGINEER periodic reports as required of progress of the Work and of CONTRACTOR's compliance with the progress schedule and schedule of Shop Drawing and sample submittals.
  - b. Consult with ENGINEER in advance of scheduled major tests, inspections or start of important phases of the Work.
  - c. Draft proposed Change Orders and Work Directive Changes, obtaining backup material from CONTRACTOR and recommend to ENGINEER Change Orders, Work Directive Changes, and Field Orders.
  - d. Report immediately to ENGINEER and OWNER upon the occurrence of any accident witnessed by RPR or that was otherwise made known to RPR.
10. PAYMENT REQUESTS: Review applications for payment with CONTRACTOR for compliance with the established procedure for their submission and forward with recommendations to

ENGINEER, noting particularly the relationship of the payment requested to the schedule of values, Work completed and materials and equipment delivered at the site but not incorporated in the Work.

11. CERTIFICATES, MAINTENANCE AND OPERATION MANUALS: During the course of the Work, verify that certificates, maintenance and operation manuals and other data required to be assembled and furnished by CONTRACTOR are applicable to the items actually installed and in accordance with the Contract Documents, and have this material delivered to ENGINEER for review and forwarding to OWNER prior to final payment for the Work.

12. COMPLETION:

- a. Before ENGINEER issues a Certificate of Substantial Completion, submit to CONTRACTOR a list of observed items requiring completion or correction.
- b. Conduct final inspection in the company of ENGINEER, OWNER and CONTRACTOR and prepare a final list of items to be completed or corrected.
- c. Observe that all items on final list have been completed or corrected and make recommendations to ENGINEER concerning acceptance.

### C. LIMITATIONS OF AUTHORITY

Resident Project Representative:

1. Shall not authorize any deviation from the Contract Documents or substitution of materials or equipment, unless authorized by ENGINEER.
2. Shall not exceed limitations of ENGINEER's authority as set forth in the Contract Documents.
3. Shall not undertake any of the responsibilities of CONTRACTOR, subcontractors or CONTRACTOR's superintendent.
4. Shall not advise on, issue directions relative to or assume control over any aspect of the means, methods, techniques, sequences or procedures of construction unless such advice or directions are specifically required by the Contract Documents.
5. Shall not advise on, issue directions regarding or assume control over safety precautions and programs in connection with the Work.
6. Shall not accept Shop Drawing or sample submittals from anyone other than Contractor.
7. Shall not authorize OWNER to occupy the Project in whole or in part.
8. Shall not participate in specialized field or laboratory tests or inspections conducted by others except as specifically authorized by ENGINEER.

END OF SECTION

00860  
LIST OF DRAWINGS

The Drawings which form a part of the Contract Documents and show the Work to be performed are as follows:

<u>Drawing Title</u>	<u>Drawing Number</u>	<u>No. of Sheets</u>	<u>Dated</u>
2" Watermain Replacement-Phase IA	44-43-15-156	11	August 2015

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## SECTION 01000

### GENERAL REQUIREMENTS

#### 1.0 PROJECT LOCATION

- A. The project has multiple locations within the City of Lake Worth as shown on the Construction Drawings.

#### 2.0 SCOPE OF WORK

- A. The Work to be performed by the Contractor includes permitting, inspecting, furnishing all materials, labor, tools, equipment, water, light, power, transportation, superintendence, temporary construction of every nature, and all other services and facilities of every nature whatsoever necessary to modify, construct, complete, deliver and place in operation the subject Project as shown on the Drawings and/or as herein described as specified. All Work to be in accordance with the Contract Documents.

#### 3.0 REFERENCE POINTS

- A. Horizontal and vertical control have been provided in the Drawings. All construction staking to be provided by the Contractor.

#### 4.0 GRADES, DIMENSIONS, AND ELEVATIONS

- A. Written dimensions have preference over scaled dimensions. All elevations are based on the 1929 National Geodetic Vertical Datum (N.G.V.D.).

#### 5.0 EXISTING STRUCTURES AND UTILITIES

- A. All known utilities have been shown on the Drawings according to the best information available. It is the Contractor's responsibility to contact all owners of structures or utilities above ground, on the surface, or below the ground, within the Project area so that said owners may stake or otherwise mark or protect their facilities. The Contractor must provide facilities and be responsible for the protection of all structures, buildings and utilities, underground, on the surface, or above ground against trenching, dewatering, or any other activity connected with the Work throughout the entire Contract Time.
- B. When structures and utilities have been properly shown or marked and are disturbed or damaged in the execution of the Work, they must be repaired immediately in conformance with best standard practice and the approval of the owner of the damaged utility or structure. In the case of structures and utilities which have not been properly shown or located as outlined above and are disturbed or damaged in the prosecution of the Work, take whatever steps are necessary for safety and notify the affected utility owner and avoid any actions which might cause further damage to the structure or utility.
- C. Should the Work require repairs, changes or modifications of the Owner's utilities as well as other utilities, it is the responsibility of the Contractor to provide for the maintenance of continuous water, sewage, electric, telephone and other utility services to all present customers of such utilities, unless approval in writing is secured from the applicable utility company or Owner for interruption of such service.
- D. Contractor is responsible for verifying all vertical and horizontal locations of all existing utilities and structures, whether shown on the drawings or not, to verify any potential conflicts prior to ordering any materials.

#### 6.0 QUALITY CONTROL

- A. Testing Laboratory Services:

All density and concrete tests and analyses, which are called for in the Specifications and/or Drawings to be performed by an Independent Testing Laboratory, will be at the Owner's expense unless otherwise specified, provided the tests and analyses determine that the material(s) and/or Work meets the requirements as specified. All such tests that fail to meet the Project requirements are to be paid by the Contractor. Contractor shall be responsible for scheduling test lab visits in a manner to limit costs of stand-by time and non-tests assessed because of minimum per visit charges. Such excessive costs will be paid by Contractor.

B. Field Observations:

Provide twenty-four (24) hour notification to the Engineer for all specified field observations, unless otherwise noted.

7.0 MOBILIZATION

- A. Consists of the preparatory Work and operations in mobilizing for beginning Work on the Project, including, but not limited to, those operations necessary for the movement of personnel, equipment, supplies and incidentals to the Project site, and for the establishment of temporary offices, buildings, safety equipment and first aid supplies, sanitary and other facilities, as required by these Specifications, and State and local laws and regulations.

The costs of bonds, insurance and any other pre-construction expenses necessary for the start of the Work, excluding the cost of construction materials, is to be included in Mobilization.

- B. When the Bid Form includes a separate pay item for Mobilization, partial payments will be made in accordance with the following:

<u>Percent of Contract Price Less Mobilization Earned</u>	<u>Allowable Percent of the Lump Sum Price of Mobilization</u>
5	25
10	50
25	75
50	100

The standard retainage will be applied to these payments. Previous payments for Mobilization and unpaid amounts on Allowances will not be considered in calculating the percent of the Contract Price earned. Payments will be made in stepped increments as shown and will not be interpolated between steps.

- C. When the Bid Form does not include a separate item for Mobilization, all Work and incidental costs specified as being covered under Mobilization is to be included for payment under the several scheduled items on the Bid Form, and no separate payment will be made therefor.

8.0 MAINTENANCE OF TRAFFIC

- A. In the Contractor's use of streets and highways for the Work to be done under these Specifications, conform to all Municipal, County, State and Federal laws and regulations as applicable. Provide, erect and maintain effective barricades, warning lights, and signs on all intercepted streets or highways for protection of the Work and safety of the public. All barricades or obstructions which encroach on or are adjacent to the public rights of way should be provided with lights which are illuminated at all times between sunset and sunrise.
- B. Contractor shall schedule Work to cause minimum disturbance of normal pedestrian and vehicular traffic and be responsible for providing suitable means of access to all public and private properties during all stages of the construction. Other than for an emergency safety condition, the Contractor must contact the Owner and Engineer for approval prior to completely

blocking off any street to vehicular traffic during construction. Contractor shall provide written notification to emergency, police, fire and other appropriate agencies at least 24 hours in advance of new work or changed work.

C. Maintain traffic in accordance with Section 102 of the Florida Department of Transportation Standard Specifications for Road and Bridge Construction, 2007 Edition, except as follows:

1. Contractor is responsible for preparing a Maintenance of Traffic plan. Submit plan for Owner or roadway authority (City, County, D.O.T.) review.

The Maintenance of Traffic plan must be prepared by a person who is certified by an FDOT certified school or an engineer licensed in the State of Florida.

2. When the Bid Form does not include a separate item for Maintenance of Traffic, the costs are to be included for payment under the several scheduled items on the Bid Form, and no separate payment will be made.

#### 9.0 PLACING EQUIPMENT INTO SERVICE

- A. Do not operate or place into service or energize, electrical and mechanical equipment until approved by the Owner and Engineer. Such approval may be granted only after all interested parties have been duly notified, have given approval for placing the equipment into service, and all interested parties are present or waived their right to be present. Contractor shall provide, in writing, seventy-two (72) hour notification for all item and equipment start-ups.

#### 10.0 SALVAGEABLE MATERIAL

- A. All salvageable material and/or equipment removed as a part of the Work for which specific use, relocation or other disposal is not specifically noted on the Drawings or otherwise specified, must be disposed of by the Contractor. All material and/or equipment not in salvageable condition as determined by the Engineer, must be disposed of by the Contractor. The actual storage site for salvageable material will be designated by the Owner.

#### 11.0 BORING LOGS, OTHER REPORTS AND DRAWINGS UTILIZED BY ENGINEER

- A. Boring Logs, other reports and Drawings utilized by Engineer, if attached at the end of these Specifications, are provided for Contractor's information in accordance with paragraph 4. of the Instructions to Bidders and are not a part of the Contract Documents. There is no technical data in the Boring Logs, other reports or Drawings that should be relied on by the Contractor. There also were no other reports or drawings utilized by Engineer in preparation of the Contract Documents that contained data that could be relied on by the Contractor.

#### 12.0 DISPOSAL OF EXCAVATED MATERIALS AND DEBRIS

- A. All excess excavated material and debris not required for backfill (unless otherwise noted), broken pipe, sidewalks, curbs and other concrete items, together with all roots, boards and other debris are to be disposed of by the Contractor at an appropriate legal site.

#### 13.0 TEMPORARY CONTROLS AND FACILITIES

- A. The Contractor is responsible for compliance with all NPDES regulations including submitting a Pollution Prevention Plan, submitting a Notice of Intent, conducting maintenance and inspection of controls, erosion and sediment controls and submitting a Notice of Termination.
- B. As part of the Work, the Contractor shall be responsible for applying for, obtaining and complying with all required dewatering permits. Contractor shall notify South Florida Water Management District (SFWMD) prior to all dewatering activities. All dewatering shall meet SFWMD requirements.

- C. Contractor shall install all turbidity control devices required by SFWMD, if necessary. Contractor shall notify SFWMD for inspection of turbidity control devices prior to any construction activities.

#### 14.0 CONSTRUCTION SCHEDULE MEETINGS

- A. Contractor shall submit a construction schedule in accordance with the General Conditions. Contractor's Project Manager and a representative of subcontractors performing work at the time of the meeting shall attend a coordination/progress meeting a minimum of once a month, as designated by the Owner, at the Owner's office during the progress of the Work. Contractor shall submit an updated construction schedule to the Engineer at each coordination/progress meeting.

#### 15.0 MISCELLANEOUS

- A. All bolts, nuts, washers, etc. and miscellaneous hardware shall be 316 stainless steel, unless otherwise indicated.

#### 16.0 CONTRACTOR'S SUBMITTALS

- A. Contractor shall be required to submit, with a letter of transmittal to the Engineer, a minimum of six (6) copies of each checked and approved shop drawing, mix report, laboratory results, etc., where required in the specifications, Drawings or as appropriate, in lieu of the five (5) copies specified in Article 6 of the General Conditions or as specified elsewhere in these Specifications. Of the ten copies submitted, two copies will be returned to the Contractor for the Contractor's use. If the Contractor requires any additional approved copies, the Contractor shall submit additional copies at the time of initial submission. Allow a minimum of two weeks from date of receipt for review by the Engineer. Review of shop drawings will be general and will not relieve the Contractor from any responsibility.
- A. Contractor shall be required to submit, with a letter of transmittal to the Engineer, for review and approval, four (4) hard copies and four (4) copies in CD format of each Operation and Maintenance Manual for all equipment, regardless of the number of submittals specified elsewhere in these Specifications.

#### 17.0 CONSTRUCTION CONDITIONS

- A. The Contractor shall note that much of the proposed construction will occur in a 10-foot wide alley right-of-way. Typically, these alleys have multiple existing utilities and service lines. Also fences and other items may exist along the right-of-way line that must be protected and reconstructed or replaced if damaged. Extreme care must be exercised during the construction of the new watermains due to the constraints described above and as shown on the drawings. The contractor should consider the use of small or mini-excavating equipment due to the constraints of the alleyways. The contractor is also advised that hand digging will likely be required in some locations. The contractor should make himself familiar with the existing conditions in the alleyways. Any costs associated with the construction means and methods necessary for constructing the watermains as described above or as deemed necessary by the contractor shall be included in the unit bid price for the watermain.

#### 18.0 CONSTRUCTION SEQUENCE

- A. The general construction sequence is outlined below. The contractor shall review the general construction sequence and confirm that it is acceptable or submit alternate sequence for review.
  1. Field verify existing utility locations and identify potential conflicts. Review with engineer to determine any adjustments necessary.
  2. Remove all vegetation and any other obstructions within the alley right-of-way. Do not replace vegetation in right-of-way.

3. Some alleys have abandoned gas mains that may need to be removed to install the watermain. Contact Florida Public Utilities for removal.
  4. Install temporary 2-inch jumpers where indicated on the drawings and reconnect affected meters. Adjust location of temporary jumper end points as necessary in the field. Temporary jumper locations not indicated on the drawings shall require the approval of the engineer prior to installation. Contractor to maintain water services to all customers (except for brief time to switch over service to new watermain).
  5. Coordinate with Lake Worth Electric Department to hold power poles if construction will take place adjacent to the pole.
  6. Install new watermain, flush, pressure test, disinfect, and conduct bacteriological tests. Submit test reports to engineer along with signed and sealed record drawings.
  7. Upon receipt of the above information in acceptable format, Engineer will submit a request for clearance to the Health Department. Contractor will be notified when approval is received. The intent is to file the request for clearance on a block by block basis (or two blocks where applicable) when the installation of each section of the watermain is complete, including testing, etc.
  8. After receiving Health Department clearance for new watermain, place watermain in service and reconnect all meters to the new watermain. Note that meter service pipe size shall match existing size with a minimum size of 1-inch. If meter box is set back a distance greater than three-feet on private property, install new meter box at property line and reconnect service on both sides of meter box. City to supply meter.
  9. Remove temporary watermain jumpers.
  10. Abandon existing 2-inch watermain by capping each end. If a section of 2-inch watermain had to be removed for construction, cap remaining ends of pipe. At connection to existing watermain, close 2-inch valve, cut out section of 2-inch steel pipe and cap valve end and other end of pipe.
  11. Remove and dispose of any construction debris on a weekly basis at a minimum.
  12. Restore existing street, sidewalk, driveway, and alley surface and restore or replace any damaged fence or other structure affected by the construction.
  13. Sod any disturbed areas on private property or replace other surfaces in kind. Replace any vegetation on private property in kind.
- B. If special circumstances necessitate deviation from the above general construction sequence, the contractor shall submit a revised construction sequence, review with engineer, and obtain concurrence before proceeding.

#### 19.0 NOTICE TO RESIDENCE

- A. The contractor shall provide door hanger notices to the residents in the area affected by construction at least two weeks before construction is scheduled to start in a particular area. The notice shall contain a brief description of the work to be completed as well as the contractor's emergency contact telephone numbers. In addition, the notice shall state that any vegetation removed from the alley right-of-way will not be replaced.

#### 20.0 PROTECTION AND RESTORATION OF SURVEY MONUMENTS

- A. The Contractor shall be responsible for protecting and restoring all land and property corners, such as section corners,  $\frac{1}{4}$  section corners, property corners or block control points, and for maintaining all horizontal and vertical control points. All surveying work shall be the responsibility of the

Contractor and shall be performed under the supervision of a Florida Registered Land Surveyor. Survey points that will be destroyed during construction shall be properly referenced and replaced at the Contractor's expense with permanent monuments approved by the ENGINEER.

#### 21.0 ALLOWANCES

- A. General Allowance: The work to be paid under this item may cover unforeseen and unanticipated costs associated with the work. Use of the General Allowance requires written authorization by the Owner prior to performing any work under this item. Any unused portion of the General Allowance will be credited to the Owner at the time of final payment.
- B. 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 or any credit due for unused allowance balances, and the Contract Price shall be correspondingly adjusted.

#### 22.0 ORDER OF PRECEDENCE

- A. The Order of Precedence shall follow the order as set forth in Article B Contract Documents, page 00500-3 and 00500-4 of the Agreement.
- B. In the case of a discrepancy between any of the Contract Documents, the most restrictive requirement shall govern unless otherwise determined by the Engineer.
- C. In the event that a conflict cannot be resolved by the methods listed in paragraph A or B above, the Engineer shall review the dispute and issue a clarification to resolve the issue. The Engineer's decision shall be binding on all parties. In general the Engineer will consider the overall intent of the project as presented in the contract documents, and render a decision consistent with the overall project objectives.

END OF SECTION

## SECTION 01025

### MEASUREMENT AND PAYMENT

#### PART 1 GENERAL

##### 1.01 SECTION INCLUDES

- A. Measurement and payment criteria applicable to the Work performed under a Unit Price payment method.

##### 1.02 AUTHORITY

- A. Measurement methods delineated in the individual Specification sections are intended to complement the criteria of this Section. In the event of conflict, the requirements of the individual Specification section will govern.
- B. The Engineer will take all measurements and compute quantities unless noted otherwise herein.
- C. Contractor to assist Engineer by providing necessary equipment, workers, and survey personnel as required.

##### 1.03 UNIT QUANTITIES SPECIFIED

- A. Quantities and measurements indicated in the Bid Form are for bidding and Contract purposes only. Quantities and measurements supplied or placed in the Work and verified by the Engineer will determine payment. Waste will not be included in the measurements or quantities.
- B. If the actual Work requires more or fewer quantities than those quantities indicated, provide the required quantities at the Contract Unit Price.

##### 1.04 VOLUME MEASUREMENT

- A. Measured by cubic dimension using mean length, width, and height or thickness.
- B. For excavation of lakes, canals, ditches, etc., material will be measured in its original position by a Professional Land Surveyor who is licensed in the State of Florida. The Surveyor will be retained by the Contractor. Quantities will be based on before and after cross sections determined by the Surveyor. Payment will not be made for excavation beyond the lines shown on the Drawings.

##### 1.05 AREA MEASUREMENT

- A. Measured by square dimension using mean length and width or radius.

##### 1.06 LINEAR MEASUREMENT

- A. Measured by linear dimension, at the item centerline or mean chord.
- B. For pipelines, the length will be measured from center of structure or fitting to center of structure or fitting.

##### 1.07 PAYMENT

- A. Payment Includes: Full compensation for all required labor, products, tools, equipment, plant, transportation, services and incidentals; erection, application or installation of an item of the Work; overhead and profit.

- B. Final payment for Work governed by unit prices will be made on the basis of the actual measurements and quantities accepted by the Engineer multiplied by the unit price for Work which is incorporated in or made necessary by the Work.
- C. Payment for lump sum items will be made on the basis of percentage complete as approved by the Engineer.
- D. For all pipeline bid items include in the unit price per lineal foot of pipe the cost of any fittings shown or otherwise needed to complete all work as shown on the drawings.

PART 2 PRODUCTS

Not Used.

PART 3 EXECUTION

Not Used.

END OF SECTION

## SECTION 01720

### RECORD DOCUMENTS

#### PART 1 GENERAL

##### 1.01 SECTION INCLUDES

- A. On site maintenance of Record Documents.
- B. Required record information.

##### 1.02 MAINTENANCE

- A. Maintain on site, one set of the following Record Documents; record actual revisions to the Work:
  - 1. Drawings.
  - 2. Specifications.
  - 3. Addenda.
  - 4. Change Orders and other modifications to the Contract.
  - 5. Shop Drawings, product data, and samples.
- B. Store Record Documents separate from documents used for construction.
- C. Record information concurrent with construction progress.
- D. In the interest of timely detection of non-conforming Work, all Record Drawing information must be furnished to the Engineer prior to submitting for payment of that particular item. No progress payment application requests will be approved by the Engineer without satisfactory record drawings for that particular items(s).
- E. Under no circumstances will roadway paving Work be allowed to start until the Engineer has reviewed the Record Drawing information for Work constructed within the roadway area that will be paved.
- F. All Record Drawing information such as elevations, distances, location of underground utilities, lake cross-sections, and road cross-sections must be obtained by a Professional Surveyor and Mapper, who is licensed in the State of Florida. The Surveyor will be retained by the Contractor. Information must be signed and sealed.
- G. Record Documents must be available to Engineer for examination at any time during the progress of the Work.
- H. Submit completed Record Documents upon completion of the Work and prior to application for final payment.
- I. Show record information in bold or boxed out to stand out from rest of Drawing.
- J. Record actual revision dates of the Work.

##### 1.03 REQUIRED RECORD DRAWING INFORMATION

- A. All elevations and horizontal locations shown on the Drawings must be verified. Verification or deviation must be clearly indicated on the Drawings. Provide coordinates to define the location of required items.

## B. Drainage

1. Flow line elevation of pipe at headwalls, outfalls and structures.
2. Top elevation of headwalls, structures, and concrete caps.
3. Drainage Control Structures, Baffles, and Weirs. Obtain horizontal dimensions and vertical elevations.
4. Horizontal locations of headwalls, structures, and concrete caps.
5. Location of utilities and miscellaneous structures encountered which are different from or not shown on the Drawings.

## C. Water

1. Top of pipe elevations at 100 foot intervals.
2. Distance from the reference points shown on the Drawings.
3. Horizontal location at 100 foot intervals.
4. Location of water services, valves, fittings, hydrants, blowoff points, etc. by stationing and offsetting from wastewater manholes. If wastewater manholes are not located nearby, use reference points shown on the Drawings.
5. Details of any design changes.
6. Location of utilities and miscellaneous structures encountered which are different from or not shown on the Drawings.
7. Elevations and clearances when water mains cross either wastewater or drainage pipe.
8. Changes in pipe material.

## D. Conduit Sleeves

1. Horizontal location and size of conduit.

## E. Structural

1. Obtain horizontal and vertical locations and elevations for all structural components, including but not limited to, intake structure including piles and cap, slabs, building and building features, grating, trash rack, etc.

## F. General Site

1. Spot elevations shall be taken at a reasonable grid interval for finished grade verification. Obtain spot elevations at all grade or contours (as shown on the Drawings), grade breaks, property lines, and limits of construction.

## PART 2 PRODUCTS

Not Used.

## PART 3 EXECUTION

### 3.01 CONTRACTOR'S SURVEYOR RESPONSIBILITIES

- A. Engineer will provide the Contractor with electronic files of the construction drawings at the pre-construction conference. One copy of the electronic files will be provided on CD/DVD media in AutoDesk Civil 3D 2015 format. No warranty of the usability of the electronic files provided is expressed or implied. The cost of any required conversion or duplication of the electronic files from the format specified herein shall be the responsibility of the Contractor.
- B. The Owner and Engineer will advise the Contractor at the pre-construction conference of the acceptable method and file format by which the interim and final Record Drawing information will be provided to the Owner and/or Engineer.

- C. Record Drawing information shall be prepared electronically. The Record Drawing information shall be placed on a separate layer so that it is isolated from all other layers in the drawing file. This layer must be prepared in such a manner that it can be exported as a separate AutoCad file and subsequently inserted into an AutoCad drawing containing the approved design information. The AutoCad files shall be accompanied by an Adobe Acrobat portable document format (.pdf) file of the Record Drawings.
- D. Place information in the Drawings in a manner that indicates which elevations and dimensions have been checked. This is to be done by crossing through the design elevation or dimension and placing the Record information next to it. If an elevation or dimension has not changed, the same procedures should be followed to confirm that it has been checked. Add new information in a manner to indicate that it is Record information and not design information.
- E. Each Record Drawing sheet must include the surveyor's name, company, address, license number, and date of field survey.
- F. Signed and sealed Record Drawings shall be submitted with all pay applications and at the conclusion of the Project.

### 3.02 CONTRACTOR RESPONSIBILITIES

- A. Record document information not required to be obtained by a Professional Surveyor and Mapper must be obtained by the Contractor.
- B. Mark Record information on one clean set of prints of the Contract Documents.
- C. Each Drawing must be stamped indicating that the information has been reviewed by the Contractor.
- D. Contractor's Surveyor will transfer Contractor supplied information to the record drawing.

END OF SECTION

## SECTION 02108

### VIDEO-TAPING

#### PART 1 GENERAL

##### 1.01 SECTION INCLUDES

- A. Video-taping the pre-construction conditions of the surface features within the construction area and post construction (clean-out) dive inspection video of wetwells.

##### 1.02 SUBMITTALS

- A. Pre Construction: Submit two completed DVD media that is playable on standard DVD players to Engineer at least seven calendar days prior to commencing construction and delivery of any materials and/or equipment.
- B. Post Construction: Submit two completed DVD media that is playable on standard DVD players to Engineer for review prior to substantial completion.

##### 1.03 QUALITY ASSURANCE

- A. Video-taping must be done by a responsible commercial firm known to be skilled and regularly engaged in the business of pre-construction video documentation.

#### PART 2 PRODUCTS

##### 2.01 MATERIALS

- A. DVD Media: Standard name-brand high quality write-once media. New, not previously used.

#### PART 3 EXECUTION

##### 3.01 PRE CONSTRUCTION VIDEO-TAPING

- A. Video-taping shall be performed and submitted at least seven calendar days prior to the commencement of construction and delivery of any materials and/or equipment. Upon review by the Engineer, and prior to commencement of construction and delivery of any materials and/or equipment, additional video-taping of any portions of the construction areas that are not adequately documented on the initial video-tapes may be required.
- B. Video-tape the pre-construction conditions of the surface features within the construction area.
- C. The video-tape will serve as a record of the pre-construction conditions for disputes arising from restoration, and should, therefore, be taken within the construction area in sufficient detail as necessary to clearly depict pre-construction conditions.
- D. Indicate the date and time (hour, minutes and seconds) on which the video-tapes were recorded.
- E. Video-tapes shall record video with simultaneous audio to assist viewer orientation with any needed identification, differentiation, clarification, or objective description of the features being shown with audio recording of commentary by the camera operator. The audio recording shall be free of any conversations between the camera operator and other production technicians.
- F. Camera Height and Stability: Do not exceed 10 feet vertical distance between camera lens and the ground when conventional wheeled vehicles are used as conveyances for the recording system.

- G. Camera Control: Control camera pan, tilt, zoom-in and zoom-out rates such that recorded objects will be clearly viewed during video tape playback. Control or adjust camera and recording system controls such as lens focus, aperture, light, and white balance to maximize picture quality.
- H. Viewer Orientation Techniques: Use existing landmarks including but not limited to, all visible house and business addresses, to maintain viewer orientation.
- I. Video Tape Log: Provide a written log of each video tape's contents including but not limited to, the names of the streets or easements, coverage beginning and ending, directions of coverage, and the date upon which the recording was made.
- J. All video-tapes and DVD's become the property of the Owner.

### 3.02 POST CONSTRUCTIN VIDEO TAPING

- A. Video-tape the post-construction conditions of the surface of the wetwells to verify miscellaneous materials have adequately been removed.

END OF SECTION

SECTION 02110  
SITE CLEARING

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Clearing and grubbing.
- B. Removal of pavement and structures.

1.02 REGULATORY REQUIREMENTS

- A. Comply with all applicable federal, state, and local laws and regulations for the prevention, control, and abatement of all forms of pollution and the protection of soil, vegetation, wildlife, fish, and water courses.

PART 2 PRODUCTS

NOT USED

PART 3 EXECUTION

3.01 PREPARATION

- A. Verify that existing plant life designated to remain is tagged or identified.
- B. Protect utilities that are to remain, from damage.
- C. Protect trees, plant growth, and features to remain as final landscaping.
- D. Protect benchmarks, survey control points, and existing structures from damage or displacement.

3.02 CLEARING AND GRUBBING

- A. Remove and dispose of timber, brush, stumps, roots, rubbish and debris, and all other obstructions resting on or protruding through the surface of the existing ground and the surface of areas to be excavated.
- B. Unless otherwise shown on the Drawings, clearing and grubbing is to be done in the following areas:
  - 1. All areas where excavation and/or grading is to be done.
  - 2. All areas where structures will be constructed, including pipe culverts and other pipelines.
  - 3. In pavement areas and within roadway right of way.
  - 4. Any other areas requiring clearing and grubbing to complete the Work.
- C. In pavement areas, remove roots and other debris to a depth of at least one foot below the ground surface. The surface must then be plowed to a depth of at least six inches and all roots thereby exposed are to be removed to a depth of at least one foot.
- D. All stumps within pavement areas and road right of way are to be completely removed and disposed of.

- E. Where excavation is done, all roots protruding through or appearing on the surface of the completed excavation must be removed to a depth of at least one foot below the excavation surface.

### 3.03 REMOVAL OF PAVEMENT

- A. Remove and dispose of existing concrete pavement, concrete sidewalk, slope pavement, ditch pavement, asphalt pavement, rock pavement base, curb, and curb and gutter, where designated on the Drawings or where required to be removed because of the construction operations.

### 3.04 REMOVAL OF STRUCTURES

- A. Remove and dispose of those structures, or portions of structures specified on the Drawings or those structures or portions of structures which need to be removed in order to construct new structures, and other appurtenances or obstructions which are designated on the Drawings.

### 3.05 DISPOSAL

- A. All removed items, including but not limited to, those indicated in Sections 3.02, 3.03, and 3.04 of this Specification are to be disposed of at an appropriate legal site.

END OF SECTION

## SECTION 02156

### HORIZONTAL DIRECTIONAL DRILLING

#### PART 1 GENERAL

##### 1.01 SECTION INCLUDES

- A. The work specified in this section consists of furnishing and installing underground utilities using the horizontal directional drilling (HDD) method of installation. This work shall include all services, equipment, materials, and labor for the complete and proper installation, testing, restoration of underground utilities and environmental protection and restoration.

##### 1.02 RELATED SECTIONS

- A. Section 02619 –Polyethylene (HDPE) Pipe for Watermains.

##### 1.03 SUBMITTALS

- A. Prior to beginning work, the Contractor must submit to the Engineer a general work plan outlining the procedure and schedule to be used to execute the project.
- B. Contractor will submit specifications on directional drilling equipment.
- C. Contractor will submit shop drawings on material to be used including, but not limited to, the pipe, fittings and any other item which is to be an installed component of the project.

##### 1.04 QUALITY ASSURANCE

- A. Contractor performing the work under this section must be regularly engaged in HDD with similar experience within the last three years.
- B. All personnel shall be fully trained in their respective duties as part of the directional drilling crew and in safety.
- C. Contractor must supply reference of previous work.

#### PART 2 PRODUCTS

##### 2.01 MATERIALS

- A. Pipe: HDPE See Section 02619.
- B. Drilling Fluid: Drilling fluid shall be composed of clean water and an appropriate additive. Water shall be from a clean source with a pH of 8.5 – 10 and/or as per mixing requirements of the Manufacturer. Water of a lower pH or with excessive calcium shall be treated with the appropriate amount of sodium carbonate or equal. The water and additives shall be mixed thoroughly and be absent of any clumps or clods. No hazardous additives may be used. Drilling fluid shall be maintained at a viscosity sufficient to suspend cuttings and maintain the integrity of bore wall.
- C. Detection Wire: TW, THW, THWN, or HMWPE insulated copper, 10 gauge or thicker wire by Copperhead Industries Reinforced #1245 Extra-High Strength Tracer Wire or equal.

##### 2.02 EQUIPMENT

- A. The directional drilling equipment shall consist of a directional drilling rig of sufficient capacity to perform the bore and pullback of the pipe, a drilling fluid mixing and delivery system of

sufficient capacity to successfully complete the installation, a guidance system to accurately guide boring operations and trained and competent personnel to operate the system. All equipment shall be in good, safe operating condition with sufficient supplies, materials and spare parts on hand to maintain the system in good working order for the duration of the project.

- B. A self-contained, closed, drilling fluid mixing system shall be of sufficient size to mix and deliver drilling fluid composed of bentonite clay, potable water and appropriate additives. Mixing system shall be able to molecularly shear individual bentonite particles from the dry powder to avoid clumping and ensure thorough mixing. The drilling fluid reservoir tank shall be sized for adequate storage of the mud. The mixing system shall continually agitate the drilling fluid during drilling operations.
- C. Pipe rollers, if required, shall be of sufficient size and number to fully support the weight of the pipe during pull-back operations.
- D. Hydraulic or pneumatic pipe rammers may only be used if necessary and with the authorization of Engineer.

## PART 3 EXECUTION

### 3.01 GENERAL

- A. The Owner/Engineer must be notified 48 hours in advance of starting work. The Directional Bore shall not begin until the Engineer is present at the job site and agrees that proper preparations for the operations have been made. The Engineer's approval for beginning the installation shall in no way relieve the Contractor of the ultimate responsibility for the satisfactory completion of the work as authorized under the Contract. The Engineer shall provide his observation at such times as appropriate without causing undue hardship by reason of delay to the Contractor.

### 3.02 PREPARATION

- A. Site Preparation
  - 1. Prior to any alterations being started at the work site, contractor shall photograph or video tape entire work area, including entry and exit points. Two copies shall be given to Engineer and one copy to remain with contractor for a period of one year following the completion of the project.
  - 2. The work site as shown on the located drawings, within the public right-of-way, shall be graded or filled to provide a level working area. No alterations beyond what is required for operations are to be made. Contractor shall confine all activities to within limits of construction. Contractor shall restore working area to preconstruction or better conditions.
- B. Drill Path Survey: Entire drill path shall be accurately surveyed with entry and exit stakes placed in the appropriate locations within the areas indicated on drawings. If contractor is using a magnetic guidance system, drill path shall be surveyed by Contractor for any surface geo-magnetic variations or anomalies.
- C. Environmental Protection: Contractor shall place a silt fence or other barriers between all drilling operations and any drainage, wetland or waterway or other area designated for such protection by contract documents or state, federal or local regulations. Additional environmental protection necessary to contain any hydraulic or drilling fluid spills shall be put in place, including berms, liners, turbidity curtains, and other measures. Contractor shall adhere to all applicable environmental regulations. Fuel or oil may not be stored in bulk containers within 200 feet of any water-body or wetland.
- D. Safety: Contractor shall adhere to all applicable state, federal and local safety regulations and all operations shall be conducted in a safe manner.

### 3.03 OPERATION

#### A. General

1. Determine drilling length and equipment pull strength for type of soil encountered.
2. Entry angle shall be between 10° and 14°. Exit angle shall be between 5° and 12°.
3. Provide method to control line and grade.
  - a. Provide and maintain instrumentation that accurately locates pilot hole.
  - b. Drill pilot hole along path following drawings to these tolerances:
    - 1) Vertical alignment plus or minus 0.5 foot. Vertical path of the pilot hole must not establish new high points not shown on drawings.
    - 2) Horizontal alignment plus or minus 1.0 foot.
  - c. Include electronic monitoring of the horizontal and vertical drilling head location. Obtain an accuracy range within 1 inch of actual position of the pipeline. Record position readings at a maximum of 10 foot intervals.
  - d. At completion of pilot hole drilling, furnish Engineer tabulations of horizontal and vertical alignment.
4. When water is encountered.
  - a. Provide and maintain a dewatering system of sufficient capacity to remove water.
  - b. Keep excavation free of water until backfill operation is in progress.
  - c. Perform dewatering in such a manner that removal of soils particles are held to a minimum.
5. Maintain close observation to detect settlement or displacement of surface and adjacent facilities.
  - a. Notify Engineer and applicable agency immediately if settlement or displacement is detected.
  - b. Act to maintain safe conditions and prevent damage.

#### B. Drilling Operation

1. Drilling fluids.
  - a. Maintain drilling fluid in bore hole to increase stability of the surrounding soil and reduce drag on pulled pipe.
  - b. Dispose of drilling fluid and other spoils at locations following laws, ordinances, rules, and regulations of local jurisdiction.
  - c. Transport excess fluids and other spoils to the disposal site.
  - d. Minimize drilling fluid at locations other than entry and exit points. Immediately clean up any drilling fluids that inadvertently surface.
  - e. Provide clean water for drilling.
2. Pilot Hole Drilling
  - a. Angle entry hole so that curvature of pilot hole does not exceed allowable bending radius of HDPE pipe
  - b. Be able to make a turn of up to 90 degrees and maintain a curvature not to exceed allowable bending radius of HDPE pipe.
  - c. Alignment Adjustment and Restarts.
    - 1) Follow pipeline alignment on Drawings within tolerances specified herein. Before adjustments, notify Engineer for approval.
    - 2) Notify Engineer when forward motion of operation is stopped by an obstruction.
      - a) Abandon in place with drilling fluid
      - b) Attempt a second installation at approved location.
    - 3) Exercise caution including, but not limited to, locating utilities, drilling downholes (test pits) to observe drill stems or reamer assembly to clear other existing utilities at locations following drawings.
    - 4) Keep the number of boring pits to a minimum, no closer than following distances.
      - a) Equipment must be capable of the proposed lengths as shown on the drawings in a single bore.

### 3.04 INSTALLATION

#### A. Installing HDPE Pipe.

1. Provide a swivel to reaming assembly and pull section of pipe to minimize torsional stress on pull section after drilling pilot hole.
2. Hold reaming diameter to 1.5 times the outside diameter of HDPE pipe being installed.
3. Protect pull section as it proceeds during pull back so that it moves freely and is not damaged.
4. Pull detection wire along with HDPE pipe. Extend wire into location station at each end of HDPE pipe.
5. When connecting to adjacent pulled or non-pulled section of HDPE pipe, allow pull section of pipe to extend past termination point. Make tie-ins the next day after pullback of HDPE pipe.
6. Test pit pipe installation to verify horizontal and vertical alignment.
  - a. One test pit for every 500 feet along length of pipeline.
  - b. Engineer may order additional test pits for each test pit that reveals pipeline installation is not in compliance with the Contract Documents.
7. Replace portions of the pipeline not in compliance with the Contract Documents, at no additional cost to the Owner.

#### B. Installing Locator Station.

1. Locator Stations.
  - a. Provide locator stations at each end of the HDPE pipe.
  - b. Flush mount underground locator. Valvco or equal locator box (H-20 rated box required in paved areas).
  - c. When HDPE pipe is connected to another type of pipe material, continue detector wire over the connecting pipe, so locator station is installed out of paved area (where possible).
  - d. In areas schedule to be improved identify and protect station locations immediately after installation.
    - 1) Space 3 stakes equally around the station.
    - 2) Extend at least 4 feet above existing grade.
    - 3) Flag with orange fluorescent wrap within 6 inches from top of stakes.
2. Detection Wire.
  - a. Install detection wire without splices.
  - b. Terminate detection wire inside locator box using proper sized crimp type connectors on wire ends.
  - c. Connect each wire to a terminal maintaining at least 18 inches slack in each wire for underground flush mounted locator station.
  - d. Neatly coil slack wire in test station below terminal board.
  - e. Locate wires on top and along HDPE pipe.
  - f. Allow adequate slack and support to protect wires from damage during backfilling operations
  - g. Test each detection wire for continuity after backfill is completed.
    - 1) If test for continuity is negative, repair or replace.
    - 2) After continuity is verified, connect each detection wire to terminal block in locator station.

### 3.05 BORING PATH REPORT

- A. Furnish a Bore Path Report to the Engineer within seven days of the completion of each bore path. Include the following in the report.
  1. Location of project and permit number
  2. Name of person collecting data, including title, position and company name
  3. Investigate site location (Contract plans station number or reference to a permanent structure within the project right-of-way)

4. Identification of the detection method used
5. Provide position readings that include the location (Northing, Easting coordinates or offset from a permanent structure) and elevation at a maximum of ten-foot intervals
6. Elevations and offset dimensions shall meet minimum requirements of FDOT Specification Section 555-4.2

B. Submit record drawings for the bore as required by FDOT Specification Section 555-6.2.

### 3.06 FIELD OBSERVATIONS

A. All directional drillings are to be observed at the option of the Engineer.

END OF SECTION

## SECTION 02210

### GRADING

#### PART 1 GENERAL

##### 1.01 SECTION INCLUDES

- A. Cutting, filling, grading, and rough contouring site.
- B. Compaction requirements.
- C. Finish grading.

##### 1.02 REFERENCES

- A. AASHTO T-180/ASTM D1557-78 - Moisture Density Relations of Soils and Soil Aggregate Mixtures, Using 10 lb. Rammer and an 18 inch Drop.
- B. ASTM D422-63 - Particle-Size Analysis of Soils.
- C. ASTM D2922-81 - Density of Soil-Aggregate in Place by Nuclear Methods.

#### PART 2 PRODUCTS

##### 2.01 MATERIAL

- A. Fill: Free from large clods, muck, rocks larger than 6 inches, organics or other extraneous material. The maximum size rock allowed in the top 12 inches of the rough and finished grade to be 1 inch, suitable for pavement subgrade.

##### 2.02 SOURCE QUALITY CONTROL

- A. Engineer to review and approve fill material at the source prior to hauling material onsite.

#### PART 3 EXECUTION

##### 3.01 PREPARATION

- A. Identify required lines, levels, contours, and datum.
- B. Identify known below and above grade utilities. Stake and flag locations.

##### 3.02 GRADING

- A. Fill/cut and grade Project site in a neat and uniform manner to conform to the grades detailed on the Drawings. If grades are not specified, grade in a neat and uniform manner to the grades which were existing prior to construction.

##### 3.03 COMPACTION

- A. Spread fill material and level in layers not to exceed 18 inches in thickness, measured loose. Compact each layer using a vibratory roller.
- B. In fill sections that are to be paved, compact to a density not less than 100 percent of the maximum density determined by AASHTO T-99 Method C.
- C. In cut sections and existing sections, the upper one (1) foot of the undisturbed subgrade or foundation grade must be compacted to a density not less than 100 percent of the maximum density determined by AASHTO T-99 Method C.

- D. All subgrade or foundation grades disturbed during construction must be compacted to a density not less than 95 percent of the maximum density determined by AASHTO T-180.
- E. In non-paved areas, compact to 95 percent of the maximum density determined by AASHTO T-180.

#### 3.04 PROTECTION

- A. Protect trees, shrubs, lawns, and other features remaining as a part of the final landscaping.
- B. Protect benchmarks.
- C. Protect existing structures, fences, roads, sidewalks, paving and curbs.
- D. Protect above and below grade utilities which pass through Work area.

#### 3.05 TESTING

- A. Density tests for verifying compaction will be performed by an independent testing laboratory in accordance with Division 1: General Requirements. Contractor is responsible for scheduling density tests and for the coordination of the testing with the testing laboratory and Engineer. Tests are to be paid for as specified in the Division 1: General Requirements.

#### 3.06 FIELD OBSERVATIONS

- A. Engineer Owner's representative to review finished grades prior to seeding or placement of sod.

END OF SECTION

## SECTION 02220

### EXCAVATING, BACKFILLING, AND COMPACTING

#### PART 1 GENERAL

##### 1.01 SECTION INCLUDES

- A. Excavation for structures, pipelines, lakes, canals, ditches, etc.
- B. Backfilling of structures and pipelines.
- C. Dewatering.
- D. Compacting.

##### 1.02 REFERENCES

- A. ASTM C136-84 - Sieve Analysis of Fine and Coarse Aggregates.
- B. ASTM D2922-81 - Density of Soil-Aggregate in Place by Nuclear Methods.
- C. AASHTO T-180/ASTM D1557-78 - Moisture Density Relations of Soils and Soil Aggregate Mixtures, Using 10 lb. Rammer and an 18 inch Drop.

##### 1.03 REGULATORY REQUIREMENTS

- A. Contractor is responsible for the provisions of the Occupational Safety and Health Administration's excavation safety standards, 29 C.F.R.s. 1926.650 Subpart P, which requires excavations exceeding five (5) feet in depth to be shored or sloped to the angle of repose.

##### 1.04 PREVENTION, CONTROL AND ABATEMENT OF EROSION AND WATER POLLUTION

- A. Contractor shall provide for and be responsible for the prevention, control, and abatement of erosion and water pollution until completion of the Project.
- B. Contractor shall provide all temporary erosion control features necessary to prevent, control, and abate erosion and water pollution.
- C. Contractor shall comply with the water quality standards of the State of Florida. The Contractor is cautioned that during the execution of the Work, creation of turbidity in excess of 29 Nephelometric Turbidity Units (NTU's) above the natural background level and/or directly or indirectly affecting the water quality in the waters of the State in such a manner as to exceed the limitations on the concentration of various constituents for such water as prescribed in Chapter 62-302 of the Florida Administrative Code, is a violation of the water quality standards of the State of Florida.

#### PART 2 PRODUCTS

##### 2.01 BACKFILL MATERIAL

- A. Backfill with an approved material, free from large clods, rocks larger than 1 inch, organic material or other extraneous material.

## PART 3 EXECUTION

### 3.01 PREPARATION

- A. Identify required lines, levels, contours and datum.
- B. Identify known below and above grade utilities. Stake and flag locations.
- C. Maintain and protect existing utilities remaining which pass through Work area.
- D. Verify stockpiled fill is approved.

### 3.02 EXCAVATION

- A. Perform the excavation of all substance(s) encountered for construction of the intake channel to dimensions and depths shown on the Drawings and/or as specified herein, or as approved by the Engineer by hand dredge methods only. Contractor shall dispose of all at an appropriate legal site.
- B. When a masonry or concrete structure rests on an excavated surface other than rock, special care must be taken to avoid disturbing the bottom of the excavation. Final removal of the existing material to foundation grade is not to be started until just before the masonry or concrete foundation is to be placed.
- C. Excavate pipe trenches to a depth as shown on the Drawings. If over-excavation occurs, place a layer of fine crushed rock or compacted coarse sand to secure a firm foundation for the lower one-third of the pipe.
- D. The maximum width of the trench at the top of the pipe must not be greater than 2 feet more than the nominal diameter of the pipe, unless otherwise specified. If this maximum is exceeded, it will be the Contractor's responsibility to provide adequate support (concrete cradle or crushed rock and compacted coarse sand) at the location of the trench width over excavated.
- E. Keep pipe laying operations as close to the excavation as practical during the execution of the Work.
- F. If rock is encountered at the foundation grade of a masonry or concrete structure, excavate the rock in such a manner as to allow the solid rock to be exposed. Prepare in horizontal beds for receiving the masonry or concrete. Remove all loose and disintegrated rock or thin strata. Cut back roots to 12 inches below the foundation grade.
- G. If rock is encountered at the grade line of a pipe line, remove the rock so that at no place will it be closer than 6 inches to the finished pipe line. After the excavation is completed, place and tamp a bed of selected backfill (coarse sand and fine crushed rock) to at least 6 inches deep. Cut back roots to 12 inches below pipe grade.
- H. Remove any water accumulated in the pipe trench and/or structure excavation and keep the excavation de-watered until the bedding is complete. Accomplish in a manner so as to not create any nuisance to adjacent property or public thoroughfare. Do not use the pipeline being installed as a drain for such water. Meet all laws, codes, ordinances, and government regulations when de-watering.
- I. Provide all bracing, sheeting, and shoring necessary to perform and protect all excavations, as required for safety, or in accordance with governing laws. Remove all sheeting during backfilling operations except as otherwise noted herein or approved by the Engineer. Remove bracing, sheeting, and shoring in such a manner as not to disturb the completed Work.

Whenever bracing or shoring is driven to a depth below the top of pipe elevation, that portion of the sheeting below the top of the pipe must not be disturbed or removed. Whenever bracing or

sheeting is driven for protection of trench walls in a water-bearing soil, no portion of such sheeting is to be removed below existing ground water table level unless otherwise approved by the Engineer.

- J. Unsuitable Foundation - In case the soil conditions encountered at the grade line of the pipe trench or structure excavation are found to be unsuitable, the Engineer must be notified to review the character of the foundations prior to continuing the Work.

### 3.03 BACKFILLING

- A. Backfilling of structure (manholes, pump stations, sidewalks, etc.) excavations and required fill under structure slabs are to be done in horizontal lifts not exceeding eight inches in depth (compacted thickness), and compacted to a density of not less than 95 percent of the maximum density determined by AASHTO T-180.
- B. Place backfill material for pipe excavation evenly and carefully around and over pipe and under lower sections of pipe in 6-inch maximum lifts. Hand-tamp backfill around the pipe. Each lift is to be thoroughly and carefully rammed until one foot of cover exists over the pipe. The remainder of the backfill is to be placed in eight inch lifts (compacted thickness), moistened, and mechanically compacted to a density of not less than 100 percent of the maximum density as determined by AASHTO T-99 Method C180, unless otherwise noted. Water settling may be utilized at the option of the Contractor, however, the dewatering system must remain in service until all required density determinations are performed.
- C. For structures and rigid pipelines where the backfill lies within a pavement subgrade, the backfill must be compacted to a density not less than 100 percent of the maximum density determined by AASHTO T-99 Method C180.
- D. For flexible pipe lines (i.e. PVC pipe or corrugated metal pipe) where the backfill lies within a pavement subgrade, the subgrade backfill to 6 inches above the top of the pipe must be compacted to a density not less than 100 percent of the maximum density determined by AASHTO T-99 Method C180. The remaining backfill to grade is to be compacted to a density not less than 985 percent of the maximum density determined by AASHTO T-180.
- E. Compact the upper one (1) foot of undisturbed subgrade or foundation grade disturbed during construction to a density not less than 98 percent of the maximum density as determined by AASHTO T-180.

### 3.04 TOLERANCES

- A. Top Surface: Plus or minus 0.1 foot.

### 3.05 TESTING

- A. Density tests for subgrade and backfill shall will be performed by an independent testing laboratory in accordance with Division 1: General Requirements.. The Contractor is responsible for scheduling density tests and for the coordination of the testing with the testing laboratory and Engineer.

### 3.06 FIELD OBSERVATIONS

- A. All structures, pipelines, pipeline joints, and other construction are subject to field observation by the Engineer and Owner prior to backfilling.

END OF SECTION

SECTION 02230  
ROCK BASE COURSE

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Compacted subgrade.
- B. Stabilized subgrade.
- C. Coquina, limerock, and shellrock base courses.

1.02 REFERENCES

- A. Florida Department of Transportation - Standard Specifications for Road and Bridge Construction, 2007 Edition, herein after referred to as the FDOT Specifications. This document must be onsite during the Work.
- B. ASTM C136-01 - Sieve Analysis of Fine and Coarse Aggregates.
- C. ASTM D2922-96 - Density of Soil-Aggregate in Place by Nuclear Methods.
- D. AASHTO T 180/ASTM D1557-00 – Laboratory Compaction Characteristics of Soil Using Modified Effort.

1.03 TESTS

- A. Testing of the rock for compliance with this specification will be performed when it is delivered to the project site by an independent testing laboratory. Contractor is responsible for scheduling tests and for the coordination of the testing with the testing laboratory and Engineer. Tests are to be paid for as specified in the Division 1: General Requirements.

PART 2 PRODUCTS

2.01 MATERIALS

- A. Compacted Subgrade: Local sands approved in advance by the Engineer. Free from large clods, rocks larger than one inch, organic material or other extraneous material.
- B. Stabilized Subgrade: In accordance with Section 914 of the FDOT Specifications.
- C. Coquina Rock Base: In accordance with Section 915 of the FDOT Specifications.
- D. Limerock Base: In accordance with Section 911 of the FDOT Specifications.
- E. Shellrock Base: In accordance with Section 913A of the FDOT Specifications.
- F. Prime Coat: Meets Sections 300-2.1 and 916 of the FDOT Specifications.

PART 3 EXECUTION

3.01 PREPARATION

- A. Prepare, compact, and grade compacted subgrade in accordance with Section 120-9 of the FDOT Specifications.

- B. Prepare, compact, and grade stabilized subgrade in accordance with Section 160-5 of the FDOT Specifications, 2007 Edition.
- C. Clean subgrade surface of all foreign matter.
- D. Verify gradients and elevations of subgrade are correct.

### 3.02 PLACING BASE MATERIAL

- A. Spread base material over prepared subgrade to a total compacted thickness as shown on the Drawings.
- B. Place in 6 inch maximum lifts. Compact to 98 percent of maximum density per AASHTO T 180, Method D.
- C. Check finished surface with a template cut to the required crown and with a 15 foot straight edge laid parallel to the centerline of the pavement. Correct all irregularities greater than 1/4 inch by scarifying, and removing or adding base material as may be required. Re-compact area to meet specified density requirements.

### 3.03 PRIME COAT APPLICATION

- A. Apply prime coat in accordance with Section 300-7 of the FDOT Specifications except Contractor to apply prime coat at a rate of 0.15 gallons per square yard over a base course free of all loose and foreign materials which may prevent proper bond. The moisture content of the base must not exceed 90 percent of the optimum moisture content of the material.

### 3.04 FIELD OBSERVATIONS

- A. Engineer to review the subgrade prior to placing base course.
- B. Engineer to review the finished base prior to application of the prime coat and paving.

### 3.05 PROTECTION

- A. Any roadway base damaged, disturbed, or destroyed in excess of maximum pipe trench widths detailed on the Drawings must be replaced in accordance with the Drawings and Specifications at no additional expense to the Owner.

END OF SECTION

## SECTION 02513

### TYPE S ASPHALTIC CONCRETE PAVING

#### PART 1 GENERAL

##### 1.01 SECTION INCLUDES

- A. Materials, surface preparation, and placement of Type S asphaltic concrete pavement.

##### 1.02 REFERENCES

- A. Florida Department of Transportation - Standard Specifications for Road and Bridge Construction, 2000 and 2007, herein after referred to as the FDOT Specifications. These documents must be onsite during the Work.

##### 1.03 SUBMITTALS

- A. Submit a job mix formula for each asphaltic paving mixture in accordance with Section 331-4.3 of the 2000 Standard Specifications (2000 FDOT Specifications).

#### PART 2 PRODUCTS

##### 2.01 MATERIALS

- A. Tack Coat: Meets Section 300-2.3 of the FDOT Specifications, 2007 Edition.
- B. Type S Asphaltic Concrete: Meets the requirements of Section 331 of the 2000 FDOT Specifications.

Requirements for mixing temperature must conform to those specified in Section 330-6.3 of the 2007 FDOT Specifications.

#### PART 3 EXECUTION

##### 3.01 PREPARATION

- A. Adjust manhole rims and valve boxes to finished grade. Cost of Work to be at the unit prices on the Bid Form. If there is no separate bid item for these adjustments, the cost is to be included in the cost of the asphalt.
- B. Apply an asphaltic tack coat to existing asphaltic concrete surfaces to be repaved and to new asphalt base courses. Remove all loose and foreign material from the paved surface. Apply in accordance with Section 300-8 of the 2007 FDOT Specifications.
- C. Clean surface of all sand and debris prior to placing surface course.

##### 3.02 PLACING ASPHALT PAVEMENT

- A. Place in accordance with Section 330-9 of the 2007 FDOT Specifications.
- B. Compact asphalt in accordance with Section 330-10 of the 2007 FDOT Specifications. Compact to an average density of at least 98 percent of the valid control strip density. The control strip density is determined by the method defined in Section 330-11.3.2 of the 2000 FDOT Specifications.
- C. Prepare joints in accordance with Section 330-11 of the 2007 FDOT Specifications. Maintain a smooth transition between existing pavement and new pavement.

- D. Maintain all pavement cuts to the approval of the Engineer until the Project is complete.
- E. Surface course cut during construction must have all edges saw cut prior to replacement.

### 3.03 SURFACE REQUIREMENTS

- A. The finished surface must be of uniform texture and compaction. Any pulled, torn, or loosened asphalt, or any areas with open pores, segregation, sand streaks, sand spots, or ripples must be corrected.
- B. Check finished surface with a 15-foot straightedge. Correct deficiencies in excess of 3/16-inch.
- C. Correct deficiencies in accordance with Section 330-12.5 of the 2007 FDOT Specifications.

### 3.04 THICKNESS ALLOWANCES

- A. The maximum allowable deficiency from the layer thickness specified on the Drawings is as follows:
  - 1. For pavement of a specified thickness of 2-1/2 inches or more: 1/2 inch.
  - 2. For pavement of a specified thickness of less than 2-1/2 inches: 1/4 inch.
- B. Correct deficiencies either by replacing the full thickness for a length extending at least 50 feet beyond each end of the deficient area for the full width of the paving lane or (when permitted by the Engineer) by overlaying.

### 3.05. LEVELING COURSE REQUIREMENTS

- A. Prepare in accordance with Section 330-9 of the 2007 FDOT Specifications.
- B. Place mixture in accordance with Sections 330-9 of the 2007 FDOT Specifications.
- C. Compact per Section 330-10 of the 2007 FDOT Specifications.
- D. Method of Measurement will be per Section 331-6 of the 2000 FDOT Specifications. Engineer and Contractor will agree and physically mark in the field all locations to have a level course applied. Engineer will collect tonnage tickets at the time of placement and note that the material placed was a leveling course.

### 3.06 FIELD OBSERVATIONS

- A. Engineer to observe paving activities and finished surface.

### 3.07 PROTECTION

- A. Any roadway surface damaged, disturbed, or destroyed in excess of maximum trench widths detailed on the Drawings must be replaced in accordance with the Drawings and Specifications at no additional expense to the Owner.

END OF SECTION

## SECTION 02523

### SIDEWALKS, DRIVEWAYS, AND CURBS

#### PART 1 GENERAL

##### 1.01 SECTION INCLUDES

- A. Concrete sidewalks, driveways, curbs, and gutters.

##### 1.02 RELATED SECTIONS

- A. Section 02210 - Grading.

##### 1.03 REFERENCES

- A. AASHTO T 180/ASTM D1557-00 - Laboratory Compaction Characteristics of Soil Using Modified Effort.
- B. ACI 347R-94 – Guide to Formwork for Concrete.
- C. ASTM A185-97 - Steel Welded Wire Fabric, Plain, for Concrete Reinforcement.
- D. ASTM A615-01 - Deformed and Plain Billet-Steel Bars for Concrete Reinforcement.
- E. ASTM C33-01 - Concrete Aggregates.
- F. ASTM C39-01 - Compressive Strength of Cylindrical Concrete Specimens.
- G. ASTM C42-99 - Obtaining and Testing Drilled Cores and Sawed Beams of Concrete.
- H. ASTM C94-00 - Ready-Mixed Concrete.
- I. ASTM C143-00 - Slump of Hydraulic Cement Concrete.
- J. ASTM C150-00 - Portland Cement.
- K. ASTM C260-01 - Air-Entraining Admixtures for Concrete.
- L. ASTM C309-98 - Liquid Membrane - Forming Compounds for Curing Concrete.
- M. ASTM D1751-99 - Preformed Expansion Joint Filler for Concrete Paving and Structural Construction.
- N. ASTM D2922-01 - Density of Soil and Soil-Aggregate in Place by Nuclear Methods.

##### 1.04 SUBMITTALS

- A. Concrete mix design indicating the proportions of cement, coarse aggregate, fine aggregate, water, and admixtures. Mix design sheet must also indicate slump, design strength, and water-cement ratio.

#### PART 2 PRODUCTS

##### 2.01 MATERIALS

- A. Forms: Conform to ACI 347.

- B. Reinforcing Steel: ASTM A615, Grade 60, new deformed billet steel.
- C. Welded Steel Wire Fabric: Plain type, ASTM A185.
- D. Expansion Joints: 1/2 inch thick preformed non-extruding joint filler meeting ASTM D1751.
- E. Concrete: Cement (ASTM C150, Type I), aggregates (ASTM C33), and potable water mixed in accordance with ASTM C94. Minimum of 470 lbs. of cement per cubic yard of concrete. Water-cement ratio less than or equal to 0.55. Slump of 0-5 inches. 3000 psi minimum compressive strength at 28 days.
- F. Air-Entraining admixture to be from two to six percent.
- G. Curing Compound: ASTM C309, Type 1 or 1-D, Class A.

## PART 3 EXECUTION

### 3.01 SUBGRADE PREPARATION

- A. Prepare subgrade in accordance with Section 02210.
- B. Compacted density to be at least 98 percent of the maximum density determined by AASHTO T180.
- C. Verify gradients and elevations of subgrade are correct.
- D. Just prior to placing concrete, moisten subgrade and forms to provide a uniform dampened surface at the time concrete is placed.

### 3.02 CONCRETE PLACEMENT

- A. Maintain concrete temperature at time of placement below 90 degrees Fahrenheit.
- B. Deposit concrete on the subgrade in a manner which will minimize rehandling.
- C. Do not disturb expansion joints.
- D. Consolidate concrete against and along the faces of all forms, and along the full length on both sides of all joint assemblies.

### 3.03 JOINT CONSTRUCTION

- A. Contraction Joints for Sidewalks and Driveways: Sidewalk joints are to be spaced 5 feet on center unless noted otherwise on Drawings. Driveway joints are to be spaced 15 to 18 feet on center unless noted otherwise on Drawings. Use saws equipped with shatterproof abrasive or diamond rimmed blades. Cut joints into concrete as soon as the surface will not be ravelled or otherwise damaged by the cutting action. Cut slot, 3/16 inch wide and not less than 1 1/2 inches deep. Joints must be completed between four (4) and twelve (12) hours after placing concrete.
- B. Contraction Joints for Curbs: Space joints at 10 feet on center. Use saws equipped with shatterproof abrasive or diamond rimmed blades. Cut joints into concrete as soon as the surface will not be ravelled or otherwise damaged by the cutting action. Cut slot, 3/16 inch wide and not less than 1 1/2 inches deep. Joints must be completed between four (4) and twelve (12) hours after placing concrete.
- C. Construction Joints: Place full depth construction joints at the end of concrete pours and at locations where placement operations are stopped for a period of thirty (30) minutes or more except where such pours terminate at expansion joints.

- D. Expansion Joints for Sidewalks and Driveways: Construct at 100 foot intervals (unless noted otherwise on Drawings), between sidewalk and driveways, at sidewalk intersections, and around all other fixed objects within the sidewalk or driveway. Joints must contain preformed joint filler for the full depth. Edges must be finished with a 1/4 inch radius.
- E. Expansion Joints for Curbs: Construct at all inlets and radius points, where new curb abuts an existing fixed object, and at intervals of 500 feet. Joints must contain 1/2 inch preformed joint filler for the full depth of the curb.

#### 3.04 FINISHING

- A. Adding water to the surface of the concrete to assist in finishing operations is not permitted.
- B. A uniform gritty non-slip finish must be provided by brushing the surface with a stiff-bristled broom or by dragging a 'burlap bag' over the surface just before the water sheen disappears.
- C. After the final finish has been applied, but before the concrete has become nonplastic, the edges on each side of expansion joints, construction joints, and along any structure extending into the concrete are to be carefully rounded to a 1/4 inch radius. Finish sidewalk and driveway edges with a 1/4 inch radius edging tool. Produce a well-defined and continuous radius and a smooth, dense mortar finish. Remove all concrete from the top of the joint filler.

#### 3.05 CURING

- A. After the finishing operations have been completed and as soon as the concrete has hardened sufficiently such that marring of the surface will not occur, the entire surface and the edges of the newly placed concrete are to be cured using a liquid curing compound. Rate of application to be 200 square feet per gallon or as recommended by the manufacturer.
- B. Do not leave the concrete exposed for a period in excess of 30 minutes between stages of curing or during the curing period.

#### 3.06 BACKFILLING

- A. After the concrete has set sufficiently, but not later than three days after pouring, refill the spaces in front and back of curb/sidewalk to the required elevation with suitable material.

#### 3.07 FIELD OBSERVATIONS

- A. The subgrade and formwork prior to placing concrete.
- B. Concrete placement activities.
- C. Furnish a delivery ticket for each batch of concrete unloaded if so requested by the Engineer.

END OF SECTION

## SECTION 02580

### PAVEMENT MARKING

#### PART 1 GENERAL

##### 1.01 SECTION INCLUDES

- A. Traffic stripes and markings using reflective paint.
- B. Traffic stripes and markings using a thermoplastic compound.
- C. Reflective pavement markers.

##### 1.02 REFERENCES

- A. Florida Department of Transportation - Standard Specifications for Road and Bridge Construction, 2007, herein after referred to as the FDOT Specification. This document must be onsite during the Work.

#### PART 2 PRODUCTS

##### 2.01 MATERIALS

- A. Reflective Traffic Stripes and Markings: In accordance with Sections 710, 971-1, 971-2, and 971-3 of the FDOT Specifications.
- B. Thermoplastic Traffic Stripes and Markings: In accordance with Section 711 of the FDOT Specifications.
- C. Reflective Pavement Markers: In accordance with Section 706 of the FDOT Specifications, Class B.

##### 2.02 EQUIPMENT

- A. In accordance with the following FDOT Specifications: Section 710-3 for reflective paint and Section 711-3 for thermoplastic compounds.

#### PART 3 EXECUTION

##### 3.01 PREPARATION

- A. Establish the necessary tack points and other controls for alignment of the stripes.
- B. Tolerances in dimensions and alignment to be in accordance with FDOT Specification 710-5.

##### 3.02 APPLICATION

- A. Apply reflective paint in accordance with FDOT Specification 710-4 as temporary striping.
- B. Apply thermoplastic compounds in accordance with FDOT Specification 711-4 for all permanent striping. Thermoplastics shall not be installed on roadway until 30 calendar days after final lift of asphalt has been placed with the exception of Friction Course which shall be 90 days.

- C. Apply reflective pavement markers in accordance with Section 706-4 of the FDOT Specifications. Use bituminous adhesives only when installing. Do not apply markers to new pavement striping or markings.

### 3.03 FIELD QUALITY CONTROL

- A. All Work under this Section which fails to meet the Specifications, including the permissible tolerances and the appearance requirements, or are marred or damaged by traffic or from other cause, must be corrected by the Contractor to the approval of the Engineer.

### 3.04 PROTECTION

- A. Protection of newly painted and applied stripes and markings to be in accordance with Sections 710-7 and 711-6 of the FDOT Specifications.

END OF SECTION

SECTION 02613  
DUCTILE-IRON PIPE

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Ductile iron pipe and fittings for Potable Water, Wastewater, and Reclaimed Water Systems, sizes 3 inch diameter through 64 inches in diameter.

1.02 RELATED SECTIONS

- A. Section 02220 - Excavating, Backfilling and Compacting.
- B. Section 02675 - Disinfecting Water Mains.

1.03 REFERENCES

- A. ASTM A153-01 - Zinc Coating (Hot-Dip) on Iron and Steel Hardware.
- B. ASTM A 197-00 - Cupola Malleable Iron.
- C. ASTM A 307-00 - Carbon Steel Bolts and Studs, 60,000 PSI Tensile Strength.
- D. ASTM A 506-00 – Alloy and Structural Alloy Steel, Sheet and Strip, Hot-Rolled and Cold-Rolled.
- E. ASTM A 536-99 - Ductile-Iron Castings.
- F. ASTM A 575-96 - Steel Bars, Carbon, Merchant Quality, M-Grades.
- G. ASTM D 1248-00 - Polyethylene Plastics Extrusion Materials for Wire and Cable.
- H. ASTM D 2794-93 - Test Method for Resistance of Organic Coatings to the Effects of Rapid Deformation (Impact).
- I. AWWA C104-08 - Cement-Mortar Lining for Ductile-Iron Pipe and Fittings for Water.
- J. AWWA C105-05 - Polyethylene Encasement for Ductile-Iron Pipe Systems.
- K. AWWA C110-08 – Ductile-Iron and Gray-Iron Fittings, 3 inch through 48 inch for Water.
- L. AWWA C111-07 - Rubber-Gasket Joints for Ductile-Iron Pressure Pipe and Fittings.
- M. AWWA C115-06 - Flanged Ductile-Iron Pipe with Ductile-Iron or Gray-Iron Threaded Flanges.
- N. AWWA C150-08 - Thickness Design of Ductile-Iron Pipe.
- O. AWWA C151-09 - Ductile-Iron Pipe, Centrifugally Cast, for Water or Other Liquids.
- P. AWWA C153-06 - Ductile-Iron Compact Fittings, 3 inch Through 64 inch, for Water Service.
- Q. AWWA C 600-05 - Installation of Ductile-Iron Water Mains and Their Appurtenances.

1.04 SUBMITTALS

- A. Manufacturer's technical product data for pipe and fittings.

## 1.05 QUALITY ASSURANCE

- A. Each pipe and fitting must be marked with the following information: weight, pressure or thickness class (as applicable), manufacturer's mark, and the letters "DI" or "DUCTILE".

## PART 2 PRODUCTS

### 2.01 PIPE

- A. Manufactured in accordance with AWWA C151.

Size (inches)	Pressure Class	Special Thickness Class
3-20	--	51
24	350	--
30-42	300	--
48-64	250	--

- B. Push-on type joints conforming to AWWA C111.
- C. Flanged Joints (where specified on the Drawings): Conform to AWWA C115. Ductile iron conforming to the chemical and physical properties specified in AWWA C110. Pipe to be Special Thickness Class 53. Do not thread or flange pipe in the field.
- D. On watermain pipe provide one blue identification stripe for the entire length of the pipe section for mains less than 12 inches in diameter. Provide 2 stripes for mains 12 inches in diameter and greater.

### 2.02 FITTINGS

- A. Mechanical: AWWA C153 with joints conforming to AWWA C111. All buried fittings to be mechanical type.
- B. Flanged: AWWA C110 for 3 inch through 48 inch and AWWA C153 for 54 inch through 64 inch. Joints to conform to AWWA C111. All above ground fittings to be flanged.

### 2.03 COATINGS AND LININGS

- A. Cement-mortar lined in pipe used for Raw Water, Potable Water, and Reclaimed Water Systems conforming to AWWA C104.
- B. Polyethylene Encasement (where specified on the Drawings):
  1. Conforms to AWWA C105.
  2. 8 mil thick tube or sheet of plastic meeting ASTM D1248.
  3. Exposure of wrapped pipe should be kept to a minimum.
- C. Epoxy lining for pipes used in wastewater systems.
  1. The lining material for pipe and fittings to be Protecto 401. Apply in strict conformance with the manufacturer's recommendations. Provide minimum 40 mils dry film thickness.
- D. Buried Pipe shall have 1 mil asphalt coating.

## 2.04 ACCESSORIES

- A. Clamps, straps and washers : ASTM A 506.
- B. Rods: ASTM A 575.
- C. Rod Couplings: ASTM A 197.
- D. Bolts and Nuts: ASTM A 307, Grade B.
- E. All bolts, nuts, washers, couplings, rods, clamps, and straps are to be hot-dipped galvanized per ASTM A153.
- F. Thrust Blocks: Concrete with a minimum compressive strength of 2500 psi at 28 days. Allowed only where called for on the drawings or where approved by the Engineer.
- G. Restrain pipe joints using either 'Field Lok' gaskets as manufactured by U.S. Pipe or 'Fast Grip' gaskets as manufactured by American Ductile Iron Pipe.
- H. Restrain fittings using 'Megalugs' as manufactured by Ebaa Iron Sales, Inc.

## PART 3 EXECUTION

### 3.01 INSTALLATION

- A. Install ductile iron pipe in accordance with AWWA C600.
- B. Clean gaskets, sockets, and spigots of all foreign matter.
- C. When ductile iron pipe is cut in the field, smooth the rough cut edge with a grinder or coarse file and bevel the end so that the cut end does not damage the gasket.
- D. Lubricate the exposed face of the gasket and the spigot with the pipe and/or fitting manufacturers' recommended joint lubricant.
- E. The interior of the pipe must be thoroughly cleaned of all foreign matter before being lowered into the dry trench and kept clean during laying operations by means of plugs or other approved methods.
- F. Provide bell holes in the subgrade to accommodate the bells and to insure that the barrels are in contact with the foundation throughout it's full length exclusive of the bell.
- G. Restrain from movement all reaction forces at bends (11-1/4 degrees or greater), tees, valves, and plugs by mechanical restraints as specified on the Drawings.
- H. Provide minimum 30 inch depth of cover except where otherwise shown on the Drawings.
- I. Coat all bolts, nuts, studs, and other uncoated parts with a coal-tar epoxy coating prior to backfilling.

### 3.02 CLEANING

- A. Upon completion of the pipe installation, the mains are to be canon flushed and swabbed by forcing under water pressure a soft sided swab through the mains to remove dirt and any other foreign matter.
- B. A spool piece shall be installed at each butterfly valve location. After the swabbing is complete the butterfly valves shall be installed using extra care to prevent debris from entering the pipe.

- C. When canon flushing, achieve a minimum velocity of 2.5 feet per second in the pipe. The duration of the flushing to be sufficient to provide a minimum flush volume equal to three times the internal volume of the pipeline being flushed.
- D. The size of the swab is to be the same size as the main. Install launching and exit points as required for each pipe size. The swab is to be Style V, Type B as manufactured by Knapp, Inc. Supply sufficient water pressure to move the swab through the system. Should a single pass reveal, in the Engineer's opinion, an excessive amount of dirt and debris, a second pass may be required at no additional cost to the Owner. The Contractor is responsible for ensuring that all valves are properly opened or closed as appropriate to facilitate the swabbing process. Neither the Owner or the Engineer will be responsible for the swab getting hung up or stuck in a main and any resulting costs for removal.
- E. The cost of canon flushing and swab cleaning, as applicable, is to be included in the cost of the pipe.

### 3.03 HYDROSTATIC TESTING

- A. All pressure mains must be subjected to a pressure and leakage test of at least 2 hours in duration.
- B. Test mains after the pipe and fittings are properly restrained but before backfilling the fittings.
- C. Contractor must furnish own source of potable water.
- D. The length of pipe to be tested at one time must not exceed the length allowed by the controlling utilities company, or 1500 feet, whichever is less.
- E. Before applying the specified test pressure, expel air completely from the pipe, valves, and hydrants.
- F. Subject pipelines to a gauge pressure of 150 psi. Subject fire service lines to a gauge pressure of 200 psi. The pressure must not vary by more than 5 psi for the duration of the test.
- G. Inspect the line being tested. Stop all visible leaks by an approved method regardless of the leakage test results.
- H. Maximum leakage allowed will be as set in Section 5.2 of AWWA Standard C600.
- I. If leakage is at a rate in excess of that allowed, the Contractor must tighten the joints or replace the defective Work until the leakage is reduced to within the allowable amount.

### 3.04 DISINFECTION

- A. Disinfect potable water mains in accordance with Section 02675.

### 3.05 FIELD OBSERVATION

- A. Fittings, valves, thrust blocks, mechanical restraints, canon flushing and swab cleaning are to be observed at the option of the Engineer.
- B. Engineer must be present during pressure tests.
- C. All pipe and fittings are subject to visual or other inspection by the Engineer at any time. Such sections that do not conform to these Specifications will be rejected when, in the opinion of the Engineer, the methods of manufacture fail to guarantee uniform results, where the materials used are such as to produce inferior pipe, or the pipe and/or fittings are otherwise damaged or defective.

END OF SECTION

## SECTION 02619

### POLYETHYLENE (HDPE) PIPE FOR WATERMAINS

#### PART 1 GENERAL

##### 1.01 SECTION INCLUDES

- A. Polyethylene pipe for watermains.

##### 1.02 RELATED SECTIONS

- A. Section 02220 – Excavating, Backfill, and Compacting.
- B. Section 02156 – Horizontal Directional Drilling

##### 1.03 REFERENCES

- A. ASTM D3350 – HDPE Pipe and Fittings Materials.
- B. ASTM D3035 – Polyethylene (PE) Pipe.
- C. ASTM D3261 –Butt Heat Fusion Welded Polyethylene (PE) Fittings.
- D. ASTM D2837
- E. AWWA C906 – Polyethylene Pressure Pipe and Fittings, 4 inch through 63 inch for water distribution and transmission.

##### 1.04 SUBMITTALS

- A. Submit manufacturer's technical product data.
- B. The manufacturer shall certify that samples of the manufacturers production pipe have been factory tested, in accordance with ASTM D-2837, and validated in accordance with the latest revisions of PPI ASTM D-2837 and PPI TR-3.

##### 1.05 QUALITY ASSURANCE

- A. Continually and permanently mark pipe with the following information: Manufacturer's name and trademark, nominal pipe size, dimension ratio, production code, schedule and type of pipe and working pressure at 73 degrees F.

#### PART 2 PRODUCTS

##### 2.01 MATERIALS

- A. Polyethylene Pipe and Fittings: AWWA C906 and ASTM D3350, PE 3408, DR 11 rated at 160 psi water working pressure. All HDPE pipe and fittings shall have a ductile iron OD (DIPS) unless otherwise specified. All pipe and fittings shall be NSF approved. Color to be either striped or solid blue.
- B. Flanged connections: Shall be installed with PLEXCO Back-up Rings and shall be AWWA C207 Class D. Back-up rings shall be constructed of 316 stainless steel. All flanged connections shall have a full face neoprene flange gasket (non-asbestos) with minimum thickness 1/16-inch. Bolts and all hardware shall be 316 stainless steel.
- C. Manufacturer: Drisco Plex HDPE 3408 by Performance Pipe, a division of Chevron Phillips Chemical Company or equal.

- D. Thrust Blocks: Concrete with a minimum compressive strength of 2500 psi at 28 days allowed only where called for on the drawings or allowed by the Engineer.
- E. Tracer Wire: Directional Drilled HDPE shall have wire conforming to Copperhead Industries Reinforced #1245 Extra-High Strength Tracer Wire and affixed to the drilling head/reamer.

## PART 3 EXECUTION

### 3.01 INSTALLATION

- A. Install pipe in strict conformance with the latest published recommendations and instructions of the manufacturer. HDPE shall be installed by Directional Drilling as outlined in Section 02156.
- B. Polyethylene pipe and fittings shall be joined by the heat butt fusion process at 440° or 550° F to produce a homogenous, sealed, leak tight joint unless otherwise noted as a flanged connection on the Drawings. Fusion process shall meet the requirements of ASTM D-3261. At the point of fusion, the outside diameter and minimum wall thickness shall meet the outside diameter and minimum wall thickness specifications of ASTM F-714. Polyethylene fittings shall be made from the material meeting the same requirements as the pipe. Polyethylene fittings shall be fabricated by the manufacturer of the pipe.
- C. Pipe shall be handled with a nylon sling only. No chain or steel sling shall be used.
- D. The interior of the pipe and fittings are to be thoroughly cleaned of all foreign matter before being lowered into the dry trench and kept clean during laying operations by means of plugs or other approved methods.
- E. No trench water is allowed to enter the pipe or fittings. During suspension of Work for any reason at any time, a suitable stopper must be placed in the end of the pipe last laid to prevent mud or other foreign material from entering the pipe.
- F. Lay pipe lines to grade and alignment as shown on the Drawings.
- G. Provide minimum 30 inch depth of cover or as shown on the Drawings.
- H. Any pipe and/or fitting found defective must be removed immediately and replaced with sound pipe.
- I. Dig bell holes or flange holes in the pipe subgrade to accommodate the bells or flanges. Holes must be deep enough to insure that the bell or flange does not bear on the bottom of the hole and the holes are not to be excessively wide in the longitudinal direction of the pipe line. When the pipe and fittings are laid, the barrels must be in contact with the foundation throughout its full length exclusive of the bell.
- J. Thrust blocks are not required where polyethylene pipe and fittings are joined together by heat butt fusion process per ASTM D-3261. Thrust blocks shall only be installed in locations shown on the Drawings and where polyethylene pipe or fittings are joined to pipe and fittings of dissimilar materials via a process other than heat butt fusion.
- K. Coat all bolts, nuts, studs, and other uncoated parts with a coal-tar epoxy coating prior to backfilling.

- 3.02 At the conclusion of the work, thoroughly clean the entire length of the new pipe to remove all dirt, stones, pieces of wood or other material which may have entered during the construction period by forcing a cleaning swab through all mains 4" or greater. Flushing velocities shall be a minimum of 2.5 feet per second. All flushing shall be coordinated with Owner.

### 3.03 HYDROSTATIC TESTING

- A. All pressure mains are to be subjected to a pressure and leakage test of at least 2 hours in duration.
- B. Test mains after the pipe and fittings are properly restrained but before backfilling the fittings.
- C. Contractor must provide his own source of potable water.
- D. The length of pipe to be tested at one time must not exceed the length allowed by the controlling utilities company, or 1500 feet, whichever is less.
- E. Before applying the specified test pressure, air must be expelled completely from the pipe, valves, and hydrants.
- F. Subject pipelines to a gauge pressure of 150 psi. Fire service lines are to be subjected to a gauge pressure of 200 psi.
- G. Inspect the line being tested. Stop all visible leaks by an approved method regardless of the leakage test results.
- H. Maximum leakage allowed will be a maximum of 50% of that set in Section 7.3 of AWWA Standard C605.
- I. If leakage is at a rate in excess of that allowed, the Contractor must tighten the joints or replace the defective Work until the leakage is reduced to within the allowable amount.
- J. Polyethylene pipe shall be pressure tested as specified by the pipe manufacturer.

### 3.04 FIELD OBSERVATIONS

- A. The polyethylene pipe, fittings, valves, thrust blocks and butt fusion welding are to be observed at the option of the Engineer.
- B. The pressure test must be conducted in the presence of the Engineer.

END OF SECTION

## SECTION 02626

### PVC PRESSURE PIPE

#### PART 1 GENERAL

##### 1.01 SECTION INCLUDES

- A. PVC pipe for water and raw water mains, 4 inch through 48 inch diameter.

##### 1.02 RELATED SECTIONS

- A. Section 02220 - Excavating, Backfilling and Compacting.
- B. Section 02675 - Disinfecting Water Mains.

##### 1.03 REFERENCES

- A. ASTM D1784-99 - Rigid Poly (Vinyl Chloride) (PVC) Compounds and Chlorinated Poly (Vinyl Chloride) (CPVC) Compounds.
- B. ASTM D2241-00 - Poly (Vinyl Chloride) (PVC) Pressure-Rated Pipe (SDR Series).
- C. ASTM D2672-96 - Joints for IPS PVC Pipe Using Solvent Cement.
- D. ASTM F477-99 - Elastomeric Seals (Gaskets) for Joining Plastic Pipe.
- E. ANSI/AWWA C153/A21.53-11 (latest revision) - Ductile-Iron Compact Fittings.
- F. AWWA C605-94 - Underground Installation of Polyvinyl Chloride (PVC) Pressure Pipe and Fittings for Water.
- G. AWWA C900-07 - Polyvinyl Chloride (PVC) Pressure Pipe and Fabricated Fittings, 4 inch through 12 inch, for Transmission and Water Distribution.
- H. AWWA C905-97 - Polyvinyl Chloride (PVC) Pressure Pipe and Fabricated Fittings, 14-inch through 48-inch.

##### 1.04 SUBMITTALS

- A. Manufacturer's technical product data for pipe and fittings.

##### 1.05 QUALITY ASSURANCE

- A. Pipe for water mains must be marked with the following information: nominal size and OD base, material code designation, dimension ratio number, AWWA pressure class, AWWA designation number, manufacturer's name or trademark, production code, and the seal of the testing agency that verified the suitability of the pipe material for potable water service.
- B. This space left intentionally blank.

## 1.06 DELIVERY, STORAGE, AND HANDLING

- A. Deliver pipe to the site in such a manner as to provide adequate protection for the pipe ends and pipe.
- B. Do not store PVC pipe in a place where it can be exposed to ultraviolet sunlight.

## PART 2 PRODUCTS

### 2.01 MATERIALS

- A. Pipe for Watermains: 4-inch through 12-inch diameter shall be AWWA C900, Class 150, DR 18, 14-inch through 48" nominal diameter shall be AWWA C905, Class 165, DR25.
- B. Watermain pipe shall be blue in color or have one blue stripe for the length of the pipe for mains less than 12" in diameter. Provide 2 stripes for mains 12" in diameter or greater.
- C. Fittings: AWWA C153. For Water Systems provide a cement mortar lining. Apply in strict conformance with the manufacturer's recommendations.
- D. Thrust Blocks: Concrete with a minimum compressive strength of 2500 psi at 28 days. Allowed only where called for on the Drawings or where approved by the Engineer.
- E. Restrained Fittings: 'Megalugs' as manufactured by Ebaa Iron Sales, Inc. or approved equal.
- F. Restrained Pipe Joints: Series 1600 or 2800 Restraint Harness by Ebaa Iron Sales, Inc., or approved equal.
- G. Flanged Connections: Flanges, as indicated on the Drawings or as required by connecting pipe, shall be AWWA C207 Class D and shall have back-up rings constructed of 316 stainless steel. All flanged connections shall have a full face neoprene flange gasket (non-asbestos) with minimum thickness of 1/16-inch. Bolts and all hardware shall be 316 stainless steel.

## PART 3 EXECUTION

### 3.01 INSTALLATION

- A. Install PVC pipe, fittings and joints in accordance with the manufacturer's instructions and AWWA C605.
- B. Install pipe with the spigots pointing in the direction of flow except in a looped water distribution system where the flow in the pipe line may be either way. In a looped system, lay pipe lines with the bell ends facing in the direction of laying pipe.
- C. The interior of the pipe and fittings are to be thoroughly cleaned of all foreign matter before being lowered into the dry trench and kept clean during laying operations by means of plugs or other approved methods.

- D. No trench water is allowed to enter the pipe or fittings. During suspension of Work for any reason at any time, a suitable stopper must be placed in the end of the pipe last laid to prevent mud or other foreign material from entering the pipe.
- E. Lay pipe lines to grade and alignment as shown on the Drawings.
- F. Provide minimum 30 inch depth of cover except where otherwise shown on the Drawings.
- G. Any pipe and/or fitting found defective must be removed immediately and replaced with sound pipe.
- H. Dig bell holes in the pipe subgrade to accommodate the bells. Bell holes must be deep enough to insure that the bell does not bear on the bottom of the hole and the holes are not to be excessively wide in the longitudinal direction of the pipe line. When the pipe and fittings are laid, the barrels must be in contact with the foundation throughout its full length exclusive of the bell.
- I. All reaction forces at bends (11-1/4 degrees or greater), tees, valves, and plugs are to be restrained from movement by mechanical restraints as specified on the Drawings.
- J. Coat all bolts, nuts, studs, and other uncoated parts with a coal-tar epoxy coating prior to backfilling.

### 3.02 PIPE LOCATION AND DETECTION PROVISIONS

#### A. Metallic Tape

1. All non-metallic pipe shall be marked in place by laying a metalized tape in the ditch 24-inches above the top of the pipe to allow for pipe location by a metal detecting device. The tape shall be color coded and labeled to identify the type of material being carried by the pipe.
2. The locator tape shall be 6-inches wide and continuous along the entire length of the pipe. The tape shall be white background with blue lettering that says "Potable Water Below". Tape shall comply with testing per ASTM B-1.

#### B. Tracer Wire

1. Contractor shall install a #10 THHN multi-strand copper conductor, with green insulation on to the side of the pipe along its entire length with nylon cable-ties placed at least every 10 feet.
2. Tracer wire shall be wound around each valve and extended to ground surface as shown on the construction drawing details. Alternatively the wire can be terminated inside the valve box, leaving 2-feet of extra wire inside the valve box.
3. Where necessary, the wire may be spliced using a splicing lug suitable for direct bury. Such as that manufactured by King Innovations, Dry Con Direct Bury Lug or approved equal.
4. The Contractor is responsible to install the required tracer system with complete continuity of the system. Final acceptance will include the successful testing of the tracer system.

### 3.02 CLEANING

- A. Upon completion of the pipe installation, the mains are to be canon flushed and swabbed by forcing under water pressure a soft sided swab through the mains to remove dirt and any other foreign matter.
- B. When canon flushing, achieve a minimum velocity of 2.5 feet per second in the pipe. The duration of the flushing to be sufficient to provide a minimum flush volume equal to three times the internal volume of the pipeline being flushed.
- C. The size of the swab is to be the same size as the main. Install launching and exit points as required for each pipe size. The swab to be Style V, Type B as manufactured by Knapp, Inc. Supply sufficient water pressure to move the swab through the system. Should a single pass reveal, in the Engineer's opinion, an excessive amount of dirt and debris, a second pass may be required at no additional cost to the Owner. The Contractor is responsible for ensuring that all valves are properly opened or closed as appropriate to facilitate the swabbing process. Neither the Owner nor the Engineer will be responsible for the swab getting hung up or stuck in a main and any resulting costs for removal.
- D. The cost of canon flushing/swab cleaning, as applicable, is to be included in the cost of the pipe.

### 3.03 HYDROSTATIC TESTING

- A. All pressure mains are to be subjected to a pressure and leakage test of at least 2 hours in duration.
- B. Test mains after the pipe and fittings are properly restrained but before backfilling the fittings.
- C. Contractor must provide his own source of potable water.
- D. The length of pipe to be tested at one time must not exceed the length allowed by the controlling utilities company, or 1500 feet, whichever is less.
- E. Before applying the specified test pressure, air must be expelled completely from the pipe, valves, and hydrants.
- F. Subject pipelines to a gauge pressure of 150 psi. Fire service lines are to be subjected to a gauge pressure of 200 psi.
- G. Inspect the line being tested. Stop all visible leaks by an approved method regardless of the leakage test results.
- H. Maximum leakage allowed will be as set in AWWA Standard C605, latest revision.
- I. If leakage is at a rate in excess of that allowed, the Contractor must tighten the joints or replace the defective Work until the leakage is reduced to within the allowable amount.

### 3.04 DISINFECTION

- A. Disinfect potable watermains in accordance with Section 02675.

### 3.05 FIELD OBSERVATIONS

- A. Fittings, valves, thrust blocks, mechanical restraints, canon flushing, and swab cleaning are to be observed at the option of the Engineer.
- B. Engineer must be present during pressure tests.
- C. All pipe and fittings are subject to observation by the Engineer at any time. Such sections that do not conform to these Specifications will be rejected when, in the opinion of the Engineer, the methods of manufacture fail to guarantee uniform results, where the materials used are such as to produce inferior pipe, or the pipe and/or fittings are otherwise damaged or defective.

END OF SECTION

## SECTION 02641

### GATE VALVES

#### PART 1 GENERAL

##### 1.01 SECTION INCLUDES

- A. Gate valves with a nominal pipe size of 3, 4, 6, 8, 10, and 12 inch.
- B. Valve boxes.

##### 1.02 REFERENCES

- A. AWWA C509-09 - Resilient-Seated Gate Valves, for Water and Sewerage Systems.
- B. AWWA C515-09 – Reduced Wall, Resilient – Seated Gate Valves for Water Supply Service.

##### 1.03 SUBMITTALS

- A. Manufacturer's information for valves and valve boxes.
- B. Four sets of operation, maintenance and parts manuals.

##### 1.04 QUALITY ASSURANCE

- A. Provide valves with manufacturer's name, year of manufacture, valve size, and pressure rating clearly cast on the body of each valve.
- B. Provide valves of same manufacturer throughout.

#### PART 2 PRODUCTS

##### 2.01 VALVES

- A. Conform to the requirements of AWWA C509 or AWWA C515, design water working pressure of 200 psi.
- B. Suitable for water and sewer service.
- C. A water passage equal to the nominal diameter of the pipe when fully open.
- D. Valve opens when turning counter clockwise. Operating nut or handwheel has an arrow cast in the metal indicating the direction of opening.
- E. For valves located above ground or inside a structure, furnish a hand wheel operator.
- F. Valves to have either flanged ends or mechanical joint ends suitable for connecting to the ends of adjoining piping.
- G. Prior to shipment from the factory, test each valve by applying it to a hydraulic pressure equal to twice the specified working pressure.
- H. Manufacturers: American Flow Control, Mueller Company, LTD, or equal.

#### 2.04 VALVE BOXES

- A. Cast iron construction, adjustable type.
- B. Cast in the cover the word 'WATER' or 'SEWER' as applicable.

### PART 3 EXECUTION

#### 3.01 INSTALLATION

- A. Install valves with stems upright or horizontal, not inverted.
- B. All buried valves must have valve boxes. Depth of box to be suitable for the depth of the valve below grade.
- C. Mount valve boxes centered over the operating nut to facilitate ease of operation.

#### 3.02 FIELD OBSERVATIONS

- A. All valves constructed underground may be observed at the option of the Engineer prior to backfilling.

END OF SECTION

## SECTION 02675

### DISINFECTING WATER MAINS AND STORAGE TANKS

#### PART 1 GENERAL

##### 1.01 SECTION INCLUDES

- A. Cleaning, disinfecting, and bacteriological testing of water mains.
- B. Cleaning, disinfecting and bacteriological testing of water storage tanks (clearwells).

##### 1.02 REFERENCES

- A. AWWA C651-99 - Disinfecting Water Mains.
- B. AWWA C652-02 - Disinfecting Water Storage Facilities.
- C. AWWA C653-03 - Disinfecting Water Treatment Plants.

##### 1.03 SUBMITTALS

- A. Bacteriological test results from a State certified laboratory.

##### 1.04 SEQUENCING AND SCHEDULING

- A. The interior wet coating shall be properly cured.
- B. The interior wet coating shall be washed with potable water.
- C. Contractor shall flush and disinfect the tank and connecting piping.
- D. The Contractor shall take and send in the samples to the laboratory for testing. The Contractor shall pay for the testing of the initial set of samples. The Contractor shall pay for all subsequent samples and testing, if required.

#### PART 2 PRODUCTS

##### 2.01 MATERIALS

- A. Materials for disinfection of the tank shall be as listed in Section 3: Forms of Chlorine for Disinfection of AWWA C652-02.
- B. Materials for disinfection of the distribution system shall be as listed in Section 2: Forms of Chlorine for Disinfection of AWWA C651-99.

#### PART 3 EXECUTION

##### 3.01 CLEANING AND DISINFECTION

- A. All potable water mains, fittings, and appurtenances must be cleaned and disinfected in accordance with AWWA C651.

##### 3.02 DISINFECTION OF THE CONNECTING PIPING

- A. It is the Contractor's responsibility to flush and disinfect the connecting piping until satisfactory water samples are reported from the Florida state certified laboratory. Method 1 (Section 5.1) of

AWWA C651-99 shall be used for the disinfection procedure. The taking and testing of the samples are the responsibility of the Contractor.

### 3.03 WASHING TANK INTERIOR WET SURFACES

- A. After proper curing of the coating on the interior wet surfaces and prior to disinfecting, the Contractor shall wash the tank interior wet surfaces with potable water. The Contractor shall supply an adequate flow of water (20 gpm minimum) with sufficient pressure (60 psi minimum at the nozzle) to wash thoroughly all the interior surfaces, including those surfaces above the high water level. All residue shall be removed from the tank and inlet/outlet pipe.

### 3.04 DISINFECTION OF THE TANK

- A. Disinfection: It is the Contractor's responsibility to flush and disinfect the tank and connecting piping until two or more successive samples taken on two consecutive days show that the samples are satisfactory as reported from the Florida state certified laboratory. Method 2 (Section 4.3.2) of AWWA C652-02 shall be used for the disinfection procedure. Samples shall be taken and tested by the Contractor.

### 3.05 BACTERIOLOGICAL TESTING FOR STORAGE TANK

- A. The Contractor shall take and send in the samples to a Florida state certified laboratory. The stored tank water shall comply with current State and USEPA standards for organic, inorganic, and biological contaminants as influenced by the operations of the Contractor. One tank of water for the disinfection shall be furnished by the Owner at no charge to the Contractor. Additional water shall be furnished at current municipal water rates charged by the Owner and shall be paid for by the Contractor.

### 3.06 BACTERIOLOGICAL TESTING FOR WATERMAINS

- A. Install sampling taps at the locations shown on the Drawings.
- B. Fire hydrants are not to be used in the collection of samples.
- C. Leave sampling taps running so that samples may be collected by an independent testing laboratory.
- D. Two consecutive daily water samples are to be analyzed.
- E. Satisfactory samples show the absence of coliform organisms and the presence of a chlorine residual.
- F. Should samples be unsatisfactory, Contractor must reflush, rechlorinate the pipelines, and set up additional sampling with the independent testing laboratory until satisfactory results are obtained.

END OF SECTION

## SECTION 02936

### SEEDING

#### PART 1 GENERAL

##### 1.01 SECTION INCLUDES

- A. Preparation of subsoil.
- B. Placing topsoil.
- C. Fertilizing.
- D. Seeding and hydro-seeding.
- E. Mulching.
- F. Maintenance.

##### 1.02 QUALITY ASSURANCE

- A. Provide seed mixture in containers showing percentage of seed mix, year of production, net weight, date of packaging, and location where packaged.

##### 1.03 REGULATORY REQUIREMENTS

- A. Comply with regulatory agencies for fertilizer and herbicide composition.

##### 1.04 DELIVERY, STORAGE, AND HANDLING

- A. Deliver seed mixture in sealed containers. Seed in damaged packaging is not acceptable.
- B. Deliver fertilizer in waterproof bags showing weight, chemical analysis and name of manufacturer.

##### 1.05 EXISTING CONDITIONS

- A. All existing grass areas which are damaged or destroyed during construction are to be repaired with new grass. Contractor is responsible for the restoration of the grass to the conditions that existed prior to construction.

##### 1.06 FIELD MEASUREMENTS

- A. On pipeline projects, seeded areas will be measured based on maximum trench widths shown on the Drawings. Seed required to be placed in excess of the maximum trench widths or limits detailed on the Drawings will be at no additional cost to the Owner.

#### PART 2 PRODUCT

##### 2.01 MATERIALS

- A. Topsoil: Muck; free of plants, weeds and roots. PH level between 5.0 and 7.0. Organic content of at least 1.5 percent.
- B. Fertilizer: 12 percent nitrogen - 8 percent phosphoric acid - 8 percent potash.

- C. Seed: Argentine Bahia Grass. Minimum pure seed content of 95 percent with a minimum germination rate of 80 percent.
- D. Dry Mulch: Straw or hay, consisting of oat, rye, or wheat straw, or of pangola, peanut, coastal bermuda or bahia grass hay. Use only un-deteriorated mulch which can be readily cut into the soil.
- E. Mulch for Hydro-Seeding: Applegate brand fiber mulch, paper base with green dye.
- E. Water: Free of excess and harmful chemicals, acids, alkalies, or any substance which might be harmful to plant growth. Salt water not permitted.

### PART 3 EXECUTION

#### 3.01 PREPARATION OF SUBSOIL

- A. Prepare sub-soil to eliminate uneven areas and low spots. Maintain lines, levels, profiles and contours. Make changes in grade gradual. Blend slopes into level areas.
- B. Remove foreign materials, weeds and undesirable plants and their roots.

#### 3.02 PLACING TOPSOIL

- A. Spread topsoil to a minimum thickness of 2 inches over the entire area to be seeded.
- B. Place topsoil during dry weather.
- C. Roto-till to a depth of 6 inches.
- D. Fine grade the area to be seeded to eliminate ridges, depressions and other irregularities, and to ensure positive drainage.

#### 3.03 FERTILIZING

- A. Fertilizing operations will not be permitted when wind velocities exceed 15 miles per hour.
- B. Apply fertilizer uniformly at a rate of 400-500 pounds per acre.
- C. Apply after smooth raking of topsoil and prior to seeding.
- D. Apply fertilizer no more than 48 hours before seeding. When hydro-seeding, mix fertilizer with seed and mulch.
- E. Lightly water to aid the dissipation of fertilizer.

#### 3.04 SEEDING AND MULCHING

- A. Seeding operations will not be permitted when the wind velocities exceed 15 miles per hour.
- B. Seed only when the soil is moist and in proper condition to induce growth.
- C. Seed Application Rate: 8-10 pounds of Argentine Bahia per 1,000 square feet. During late fall, winter, and early spring applications, add 4-5 pounds of rye seed to the Bahia per 1,000 square feet. During late spring, summer, and early fall, add 1-1/2 - 2 pounds of red top millet seed to the Bahia per 1,000 square feet.
- D. Immediately after completion of the seeding, roll entire seeded area. At least two trips over the entire area are required.

- E. Immediately following seeding and rolling, apply mulch to a loose thickness of 1 inch over the entire seeded area.
- F. Apply water with a fine spray immediately after each area has been mulched.
- G. Newly seeded areas are not to be watered to force seed germination but only to sustain grass growth.

### 3.05 HYDRO-SEEDING

- A. Seed Application Rate: 8-10 pounds of Argentine Bahia per 1,000 square feet. During late fall, winter, and early spring applications, add 4-5 pounds of rye seed to the Bahia per 1,000 square feet. During late spring, summer, and early fall, add 1-1/2 - 2 pounds of red top millet seed to the Bahia per 1,000 square.
- B. Mulch Application Rate: 1,100 pounds per acre.
- C. Add to the mixture a dispersing agent to insure proper dispersion and a uniform application.
- D. Spray hydro mulch, seed, tackifier, and fertilizer in a one step operation. Keep mixture in a homogeneous slurry at all times.
- E. Hydraulically spray on the ground to form a ground cover impregnated uniformly with grass seed. Allow absorption of moisture from rainfall or mechanical watering to percolate to the underlying soil.
- F. Water so as to provide optimum growth conditions for the establishment of grass 24 hours after hydro-seeding. Irrigate for brief intervals, 3 to 4 times a day, until established. Keep top layer of soil moist until seeds germinate.

### 3.06 MAINTENANCE

- A. Begin maintenance immediately after each area is planted.
- B. Water to keep surface soil moist.
- C. Repair washed out areas by filling with topsoil, fertilizing, seeding, and mulching.
- D. Mow grass at regular intervals to maintain a maximum height of 4 inches. Do not cut more than  $\frac{1}{3}$  of grass blade at any one mowing.
- E. Immediately remove clippings after mowing.
- F. Roll surface to remove minor depressions or irregularities.
- G. Control growth of weeds. Apply herbicides in accordance with manufacturer's instructions. Remedy damage resulting from improper use of herbicides.
- H. Continue maintenance for the duration of the Contract Time but in no case less than two weeks.

### 3.07 ACCEPTANCE

- A. If, at the end of the maintenance period, a satisfactory stand of grass has not been produced, renovate and reseed the unsatisfactory portions thereof immediately.
- B. A satisfactory stand is defined as grass or section of grass that has:
  1. No bare spots larger than 3 square feet.

2. Not more than 10 percent of total area with bare spots larger than 1 square foot..
3. No more than 15 percent of total area with bare spots larger than 6 inches square.

END OF SECTION

## SECTION 02938

### SODDING

#### PART 1 GENERAL

##### 1.01 SECTION INCLUDES

- A. Preparation of subsoil.
- B. Placing topsoil.
- C. Fertilizing.
- D. Sod installation.
- E. Maintenance.

##### 1.02 REGULATORY REQUIREMENTS

- A. Comply with regulatory agencies for fertilizer and herbicide composition.

##### 1.03 DELIVERY, STORAGE, AND HANDLING

- A. Deliver sod on pallets. Protect exposed roots from dehydration.
- B. Do not deliver more sod than can be laid within 24 hours.

##### 1.04 EXISTING CONDITIONS

- A. All existing grass areas which are damaged or destroyed during construction are to be replaced with new sod of the same variety, unless otherwise noted, which existed prior to construction.
- B. In all cases, Contractor is responsible for the restoration of the grass to the conditions that existed prior to construction.

##### 1.05 FIELD MEASUREMENTS

- A. On pipeline projects, sodded areas will be measured based on maximum trench widths shown on the Drawings. Sod placed in excess of the maximum trench widths or limits detailed on the Drawings will be at the full expense of the Contractor.

#### PART 2 PRODUCTS

##### 2.01 MATERIALS

- A. Topsoil: Muck; free of plants, weeds, and roots.
- B. Sod: Bahia. Live, fresh, and uninjured at time of planting, free of objectionable weeds, and have a soil mat of sufficient thickness adhering firmly to the roots to withstand all necessary handling. Transport within 24 hours after being stripped and plant as soon as possible.
- C. Fertilizer: 6 percent nitrogen - 6 percent phosphoric acid - 6 percent potash, 40 percent organics.
- D. Water: Free of excess and harmful chemicals, acids, alkalies, or any substance which might be harmful to plant growth. Salt water not allowed.
- E. Wood Pegs: Softwood; sufficient size and length to ensure anchorage of sod on a slope.

## PART 3 EXECUTION

### 3.01 PREPARATION OF SUBSOIL

- A. Prepare subsoil to eliminate uneven areas and low spots. Maintain lines, levels, profiles and contours. Make changes in grade gradual. Blend slopes into level areas.
- B. Remove foreign materials, weeds and undesirable plants and their roots. Remove contaminated soil.

### 3.02 PLACING TOPSOIL

- A. Spread topsoil to a minimum depth of 2 inches over area to be sodded.
- B. Place topsoil during dry weather.
- C. Roto-till to a depth of 6 inches.
- D. Fine grade the area to be sodded to eliminate ridges, depressions and other irregularities, and to ensure positive drainage.

### 3.03 FERTILIZING

- A. Apply fertilizer uniformly at a rate of 16 pounds per 1000 square feet.
- B. Apply after smooth raking of topsoil and prior to installation of sod.
- C. Apply fertilizer no more than 48 hours before laying sod.
- D. Lightly water to aid the dissipation of fertilizer.

### 3.04 SOD INSTALLATION

- A. Moisten prepared surface immediately prior to laying sod.
- B. Place sod on the prepared surface with edges in close contact and embed firmly and smoothly by light tamping with appropriate tools.
- C. Do not stretch or overlap sod pieces.
- D. Where sodding is used in drainage ditches, the setting of the pieces must be staggered to avoid a continuous seam along the line of flow.
- E. In order to prevent erosion caused by vertical edges at the outer limits, tamp the outer pieces of sod so as to produce a feather edge effect.
- F. On slopes 6 inches per foot and steeper, lay sod perpendicular to slope and secure every row with wooden pegs at maximum 2 feet on center. Drive pegs flush with soil portion of sod.
- G. After installation, saturate sod with water to a depth of 4 inches into the soil.
- H. After sod and soil have dried, roll sodded areas to ensure good bond between sod and soil and to remove minor depressions and irregularities.
- I. After rolling, keep sod moist for the duration of the contract period and in no case less than 2 weeks. The moistened condition should extend at least to the full depth of the rooting zone.

END OF SECTION

## SECTION 03001

### CONCRETE

#### PART 1 GENERAL

##### 1.01 SECTION INCLUDES

- A. Formwork.
- B. Concrete reinforcement and accessories.
- C. Cast-in-place concrete.
- D. Pre-cast concrete.

##### 1.02 REFERENCES

- A. ACI 301-96 - Specifications for Structural Concrete.
- B. ACI 318-99 - Building Code Requirements for Structural Concrete.
- C. ACI SP-4 (95) – Formwork for Concrete.
- D. ASTM A185-97 – Steel Welded Wire Fabric, Plain, for Concrete Reinforcement.
- E. ASTM A615-01 - Deformed and Plain Billet Steel for Concrete Reinforcement.
- F. ASTM A775-01 – Epoxy - Coated Reinforcing Steel Bars.
- G. ASTM C31-00 - Making and Curing Concrete Test Specimens in the Field.
- H. ASTM C33-01 - Concrete Aggregates.
- I. ASTM C39-01 - Compressive Strength of Cylindrical Concrete Specimens.
- J. ASTM C42-99 - Obtaining and Testing Drilled Cores and Sawed Beams of Concrete.
- K. ASTM C94-00 - Ready-Mixed Concrete.
- L. ASTM C143-00 - Slump of Hydraulic Cement Concrete.
- M. ASTM C150-00 - Portland Cement.
- N. ASTM C192-90 - Making and Curing Concrete Test Specimens in the Laboratory.
- O. ASTM C260-01 - Air-Entraining Admixtures for Concrete.
- P. ASTM C309-98 - Liquid Membrane - Forming Compounds for Curing Concrete.
- Q. ASTM D1751-99 - Preformed Expansion Joint Filler for Concrete Paving and Structural Construction.

##### 1.03 SUBMITTALS

- A. Four copies of the test mix report showing the proportions of cement, aggregate, fine aggregate, water and admixtures.
- B. Shop Drawings of pre-cast structures for review prior to fabrication.

## PART 2 PRODUCTS

### 2.01 FORM MATERIALS

- A. Conform to ACI 347.

### 2.02 REINFORCING STEEL

- A. Reinforcing Bars: ASTM A615, Grade 60, new deformed billet steel.
- B. Welded Wire Fabric: Plain type, ASTM A185.
- C. Stirrups and Ties: ASTM A615, Grade 40 or Grade 60.
- D. Bar Supports and Spacers: Steel wire with upturned legs. Mortar cubes.
- E. Epoxy - Coated Reinforcing Bars: ASTM A775, Grade 60, new deformed billet steel.

### 2.03 CONCRETE MATERIALS

- A. Cement: ASTM C150, Type I. Type II cement for wastewater structures.
- B. Fine and Coarse Aggregates: ASTM C33.

Nominal maximum size of coarse aggregate not larger than:

- 1. The narrowest dimension between sides of forms, nor
  - 2. 1/3 the depth of slabs, nor
  - 3. 3/4 the minimum clear spacing between individual reinforcing bars or wires, bundles of bars, or ducts.
  - 4. 4 inches.
- C. Water: Clean, fresh, and free from injurious amounts of oils, acids, alkalis, salts, organic materials, or other substances that may be deleterious to concrete or reinforcement.
  - D. Air Entrainment Admixtures: ASTM C260. 'Darex' by the W. R. Grace Company or approved equal.
  - E. Curing Compound: ASTM C309, Type 1 or Type 1-D, Class A.

### 2.04 CONCRETE MIX

- A. Mix concrete in accordance with ASTM C94.
- B. Compressive Strength: 3000 psi minimum at 28 days for cast-in-place concrete and 4000 psi minimum at 28 days for pre-cast concrete (unless otherwise noted on Drawings).
- C. Slump: 5 inches maximum (Vertical Pours)  
3 inches maximum (Horizontal Pours)  
2 inches minimum (Unless noted otherwise i.e. tremie, curb machine)
- D. Mixing water not to exceed 6 gallons per sack of Portland Cement. This includes water entering the batches as surface moisture on the aggregates, which must be deducted from the specified 6 gallons to determine the amount of mixing water for each batch.
- E. Contain not less than 5 sacks of cement per cubic yard of concrete for 3000 psi concrete and not less than 6 sacks of cement per cubic yard of concrete for 4000 psi concrete.

- F. Air-Entraining admixture to produce 5 percent (+/- 1.5%) entrained air.

### PART 3 EXECUTION

#### 3.01 FORMWORK ERECTION

- A. Conforms to the shapes, lines, and dimensions of the members as called for on the Drawings.
- B. Provide bracing to ensure stability of formwork.
- C. Design and construct forms, bracing, and supports to withstand the pressure of freshly placed concrete without bow or deflection.
- D. Hand trim sides and bottom of earth forms; remove loose dirt.
- E. Coordinate Work on Drawings in forming and setting openings, recesses, chases, sleeves, bolts, anchors, and other inserts.
- F. Substantial and sufficiently tight to prevent leakage of mortar. Check forms prior to placing concrete and tighten as required to produce flush surfaces.
- G. Tie metal remaining in the concrete to be at least 3 inches back of the concrete face. Plug holes left by the tie ends with grout.
- H. Chamfer corners of beams, columns, walls and exposed edges or corners of concrete with 3/4 inch by 3/4 inch wood chamfer strips unless otherwise shown on Drawings.
- I. Clean forms and apply form release agents or wet forms prior to concrete placement.
- J. Remove forms in such a manner as to insure the complete safety of the structure. Where the structure as a whole is supported on shores, the removable floor forms, beams and girder sides, columns and similar vertical forms may be removed only after concrete has reached 2/3 of its design strength by test and is sufficiently hard not to be injured during form removal. In no case should supporting forms or shoring be removed until the members have acquired sufficient strength to support their weight and the load safely thereon.

#### 3.02 REINFORCEMENT

- A. Before placing concrete, clean reinforcement of foreign particles or coatings.
- B. Place, support, and secure reinforcement against displacement.
- C. Lap welded wire mesh at least one full mesh and lace splices with wire. Offset end laps in adjacent widths to prevent continuous laps in either direction.
- D. Avoid splices at points of maximum stress. Provide sufficient lap to transfer the stress between bars by bond and shear.
- E. Make bends for stirrups and ties on bars 5/8 inches in diameter and less, around a pin having a diameter not less than four times the thickness of the bar. Make bends for other bars around a pin having a diameter not less than six times the minimum thickness of the bar, except that for bars larger than one inch but less than 1-3/4 inches, the pin can not be less than eight times the minimum thickness of the bar. Bend all bars cold.
- F. Splices and Offsets in Reinforcement: In slabs, beams, and girders, avoid splices of reinforcement at points of maximum stress. Provide sufficient lap to transfer the stress between bars by bond and shear and meet the requirements of ACI 318.

Where changes in the cross section of a column occur, offset the longitudinal bars in a region where lateral support is afforded. Where offset, the slope of the inclined portion should not be more than one in six, and in the case of tied columns, space the ties not more than 3 inches on center for a distance of one foot below the actual point of offset.

- G. Protection of Reinforcement: Protect the metal reinforcement by the thickness of concrete indicated on the Drawings. Where not otherwise shown, the thickness of concrete over the reinforcement should be as follows:

Where concrete is deposited against ground without the use of forms, not less than 3 inches for beams and slabs.

Where concrete is exposed to the weather or exposed to the ground but placed in forms, not less than 2 inches for bars more than 5/8 inch in diameter and 1-1/2 inches for bars 5/8 inch or less in diameter.

In slabs and walls not exposed to the ground or to the weather, not less than 1-1/2 inches.  
In beams, girders and columns not exposed to the ground or to the weather, not less than 1-1/2 inches.

In all cases, the thickness of concrete over the reinforcement must be at least 1-1/2 inches.

- H. Protect reinforcement bars, intended for bonding with future extensions, with approved adequate covering.

### 3.03 JOINTS

- A. Expansion and Contraction Joints: Provide expansion joints when slabs on grade join other construction and elsewhere as indicated. Expansion joints are to be one-half (1/2) inch thick when not otherwise noted. Tool edges of slabs at expansion and contraction joints to a one-fourth (1/4) inch radius.
- B. Construction Joints: In jointing fresh concrete to that which has already set, the surface of the concrete in place must be thoroughly cleaned and have all laitance removed by cutting with a suitable tool. In addition, wet and slush with a coat of grout, no leaner than one (1) part cement to two (2) parts sand.

### 3.04 CONCRETE MIXING

- A. Mix until there is a uniform distribution of the materials and discharge completely before the mixer is recharged.
- B. For job-mixed concrete, rotate the mixer at a speed recommended by the manufacturer and mix continuously for at least one minute after all materials are in the mixer.
- C. Mix and deliver ready-mixed concrete in accordance with ASTM C-94.
- D. Wet batches of concrete may be transported in either agitating or nonagitating trucks. When non-agitator trucks are used, the elapsed time between the addition of water to the mix and depositing the concrete in place must not exceed 45 minutes except that when a retardant admixture is used such elapsed time must not exceed 75 minutes. When the handling is done in truck agitators, such elapsed time must not exceed 60 minutes, except that when a retardant admixture is used a maximum elapsed time of 90 minutes will be permitted.
- E. When concrete arrives on site with slump below that suitable for placing, as indicated by the Specifications, water may be added only if neither the maximum permissible water-cement ratio nor the maximum slump is exceeded.

### 3.05 PLACING CONCRETE

- A. Notify Engineer a minimum of 24 hours prior to commencement of concreting operations.
- B. Equipment for chuting, pumping and pneumatically conveying concrete must be sized and designed as to insure a practically continuous flow of concrete at the delivery end without separation of the materials.
- C. Prevent separation or loss of materials when conveying concrete from mixer to place of final deposit.
- D. No concrete that has partially hardened or been contaminated by foreign material may be deposited on the Work nor retempered.
- E. Deposit as nearly as practicable to its final position to avoid segregation due to rehandling or flowing.
- F. During placement, thoroughly work concrete around reinforcement and embedded fixtures and into the corners of the forms.
- G. At all times, concrete is to be plastic and flow readily into the space between the bars.

When concreting is once started, carry on as a continuous operation until the placing of the panel or section is completed. The top surface to be generally level.

- H. Consolidate placed concrete by mechanical vibrating equipment supplemented by hand-spading, rodding or tamping. Use vibrators designed to operate with vibratory element submerged in concrete.

### 3.06 UNDER-WATER PLACING (Done only on approval of Engineer)

- A. When conditions require placing through water, a tremie or drop-bottom bucket should be used and the Work must be well supervised. Every precaution must be taken to prevent the cement from washing out of the concrete. The tremie is to be water-tight and large enough to allow a free flow of concrete. It must be kept filled with concrete at all times while depositing. Discharge concrete and spread by moving the tremie as to maintain as nearly as practicable a uniform flow and avoid dropping the concrete through water. If the charge is lost while depositing, the tremie must be withdrawn and refilled. Maintain concrete slump between 6 and 7 inches. Tremie concrete must be pumped into place instead of gravity placed.

### 3.07 COLD WEATHER PLACEMENT

- A. Provide adequate equipment for heating the concrete materials and protecting the concrete during freezing or near-freezing weather. No frozen materials or materials containing ice can be used.
- B. All concrete materials and all reinforcement, forms, fillers and ground with which the concrete is to come in contact must be free from frost. Whenever the temperature of the surrounding air is below 40 degrees F, all concrete placed in the forms must have a temperature of between 70 degrees F and 80 degrees F, and adequate means to provide for maintaining a temperature of not less than 70 degrees F for 3 days or 50 degrees F for 5 days. The housing covering or other protection used in connection with curing must remain in place and intact at least 24 hours after the artificial heating is discontinued. No dependence can be placed on salt or other chemicals for the prevention of freezing.

### 3.08 HOT WEATHER PLACEMENT

- A. Cool ingredients before mixing to maintain concrete temperature at time of placement below 90 degrees F. Mixing water may be chilled, or chopped ice may be used to control the concrete

temperature, provided the water equivalent of the ice is calculated to the total amount of mixing water.

- B. A shorter mixing time than specified in ASTM C94 may be required. When the air temperature is between 85 and 90 degrees F, reduce the mixing and delivery time from 90 minutes to 75 minutes, and when the air temperature is above 90 degrees F, reduce the mixing and delivery time to 60 minutes.

Cover reinforcing steel with water-soaked burlap if it becomes too hot, so that the steel temperature will not exceed the ambient air temperatures immediately before embedment in concrete. Wet forms thoroughly before placing concrete.

Do not use retarding admixtures without the written approval of the Engineer.

### 3.09 FINISHING CONCRETE

- A. Rough finish for concrete surfaces not exposed to view in the finish Work or covered by other construction.
- B. Strike - off smooth and finish with a texture matching adjacent formed surfaces at tops of walls, horizontal offsets and similar unformed surfaces occurring adjacent to formed surfaces.
- C. Provide a uniform smooth rubbed finish on exposed formed concrete walls, columns, and beams.
- D. Float finish monolithic slab surfaces that are to receive trowel finish or other finish.
  - 1. Trowel Finish: After floating, begin first trowel finish operation using a power-driven trowel. Begin final troweling when surface produces a ringing sound as trowel is moved over surface. Consolidate concrete surface by final hand-troweling operation, free of trowel marks, uniform in texture and appearance, and with a surface plane tolerance not exceeding 1/4" in 10 feet when tested with a 10 foot straight-edge. Grind smooth surface defects which would show through applied floor covering system.
  - 2. Non-slip Broom Finish: Apply non-slip fine-hair broom finish to sidewalks, driveways, handicap ramps, curbs, or other items as noted on the Drawings.

### 3.10 CURING

- A. Protect freshly placed concrete from premature drying or heat, and maintain without drying at a relatively constant temperature for a period of time necessary for hydration of cement and proper hardening.
- B. Start initial curing as soon as free water has disappeared from concrete surface after placing and finishing. Weather permitting, keep continuously moist for not less than 72 hours.
- C. Continue curing for a least 7 days and in accordance with ACI 301 procedures. Avoid rapid drying at end of final curing period.
- D. In lieu of moist curing, spray a clear liquid membrane curing compound on all new concrete immediately after initial set. Rate of application to be 200 square feet per gallon or as recommended by the manufacturer.

### 3.11 TESTS

- A. Testing and analysis of concrete will be performed by an independent testing laboratory.
- B. Test firm will take cylinders and perform compression tests in accordance with ASTM C31, ASTM C39, and ASTM C192.

- C. Number of cylinders and frequency of tests will be designated by the Engineer.
- D. One slump test will be performed per ASTM C143 for each set of test cylinders taken.
- E. Cure specimens under laboratory conditions except that when in the opinion of the Engineer, there is a possibility of the surrounding air temperature falling below 40 degrees F., additional specimens may be required and cured under job conditions.
- F. If the average strength of the laboratory control cylinders for any portion of the structure falls below the compressive strengths called for on the Drawings, the Engineer has the right to order a change in the proportions or the water content for the remaining portion of the structure. If the average strength of the job-cured cylinders falls below the required strength the Engineer has the right to require conditions of temperature and moisture necessary to secure the required strength and may require tests in accordance with ASTM C42, or order load tests to be made on the portions of the structure so affected. Remove or replace failing concrete if directed by the Engineer.

### 3.12 PROTECTION

- A. Protect concrete from damage until final acceptance of Work.

END OF SECTION

**APPENDIX A**

**PALM BEACH COUNTY HEALTH DEPARTMENT PERMIT**

**Mission:**

To protect, promote & improve the health of all people in Florida through integrated state, county & community efforts.



**Vision:** To be the Healthiest State in the Nation

**Rick Scott**  
Governor

**John H. Armstrong, MD, FACS**  
State Surgeon General & Secretary

CERTIFIED MAIL  
RETURN RECEIPT REQUESTED

**In the matter of an  
Application for Permit by:**

Monica Shaner, P.E.  
Assistant Water Utilities Director  
City of Lake Worth  
301 College Street  
Lake Worth, FL 33460  
[mshaner@lakeworth.org](mailto:mshaner@lakeworth.org)

**Certified Mail  
Return Receipt Requested  
7011 0470 0002 2656 6526**

**DEP FILE:** 138272-193-DS  
**County:** Palm Beach  
**Project:** 2 Inch Water Main Phase 1A

### NOTICE OF PERMIT ISSUANCE

Enclosed is Permit Number **138272-193-DS** to replace existing 2 inch water main with 4 inch water main to improve flow, pressure and water quality to end users, issued pursuant to Section(s) 403.087, Florida Statutes.

This permit is final and effective on the date filed with the clerk of the Florida Department of Health Palm Beach County (the Department) unless a petition is filed in accordance with the paragraphs below or unless a request for extension of time in which to file a petition is filed within the required time frame and conforms to Rule 62-110.106(4), F.A.C. Upon timely filing of a petition or a request for an extension, this permit will not be effective until further Order of the Department.

A person whose substantial interests are affected by this permit may petition for an administrative proceeding (hearing) in accordance with sections 120.569 and 120.57 of the Florida Statutes. The petition must contain the information set forth below and must be filed (received) with the Agency Clerk, Florida Department of Health Palm Beach County, Division of Environmental Public Health, 800 Clematis Street, West Palm Beach, Florida 33401, within 14 days of receipt of this Notice. Petitioner shall mail a copy of the petition to the applicant at the address indicated above at the time of filing. Failure to file a petition within this time period shall constitute a waiver of any right such person may have to request an administrative determination (hearing) under sections 120.569 and 120.57 of the Florida Statutes. Any subsequent intervention will only be at the approval of the presiding officer upon motion filed pursuant to Rule 28-106.205, F.A.C.

A petition must contain the following information:

- (a) The name and address of each agency affected and each agency's file or identification number, if known;
- (b) The name, address, and telephone number of the petitioner; the name, address, and telephone number of the petitioner's representative, if any, which shall be the address for service purposes during the course of the proceeding; and an explanation of how the petitioner's substantial interests will be affected by the agency determination;
- (c) A statement of how and when the petitioner received notice of the agency decision;
- (d) A statement of all disputed issues of material fact. If there are none, the petition must so indicate;
- (e) A concise statement of the ultimate facts alleged, including the specific facts which petitioner contends warrant reversal or modification of the Department's action;
- (f) A statement of the specific rules or statutes the petitioner contends requires reversal or modification of the Department's action, including an explanation of how the alleged facts relate to the specific rules or statutes; and
- (g) A statement of the relief sought by petitioner, stating precisely the action that the petitioner wants the Department to take.

A petition that does not dispute the materials facts on which the Department's action is based shall state that no such facts are in dispute and otherwise contain the same information as set forth above, as required by Rule 28-106.301, F.A.C.

Because the administrative hearing process is designed to formulate final agency action, the filing of a petition means that, the Department's final action may be different from the position taken by it in this Notice. Persons whose substantial interests will be affected by any such final decision of the Department on the petition have the right to petition to become a party to the proceeding, in accordance with the requirements set forth above.

When the Order (Permit) is final, any party to the Order has the right to seek judicial review of the Order pursuant to section 120.68 of the Florida Statutes, by filing a Notice of Appeal pursuant to Rule 9.110 of the Florida Rules of Appellate Procedure, with the Clerk of the Department, Florida Department of Health Palm Beach County, Division of Environmental Public Health, 800 Clematis Street, West Palm Beach, Florida 33401; and by filing a copy of the notice of appeal accompanied by the applicable filing fees with the appropriate district court of appeal. The notice of appeal must be filed within 30 days from the date when the final order is filed with the Clerk of the Department.

Executed in the City of West Palm Beach, Florida.

STATE OF FLORIDA DEPARTMENT OF HEALTH  
PALM BEACH COUNTY

  
\_\_\_\_\_  
Darrel J. Graziani, P.E., R.S.,  
Environmental Administrator  
Division of Environmental Public Health  
800 Clematis Street, West Palm Beach, FL 33401  
(561) 837-5900

Enclosures: Permit File No.138272-193-DS

**CERTIFICATION OF SERVICE**

The undersigned duly designated deputy agency clerk hereby certifies that this Notice of Permit Issuance and all copies were mailed/electronically transmitted before the close of business on September 1, 2015 to those persons listed.

Clerk Stamp

**Florida Department of Health - PBC  
Environmental Public Health  
800 Clematis Street, 4<sup>th</sup> Floor  
P.O. Box 39  
West Palm Beach, Florida 33402**

**FILING AND ACKNOWLEDGEMENT**

Filed, on this date, under section 120.52(7), Florida Statutes, with the designated Department Clerk, receipt of which is hereby acknowledged.

*A. Stepien*

Clerk

*09 01 2015*

Date

Copies Furnished to:

Engineer-of-Record: John R. Leemon, P.E.  
Florida DEP: Jason Andreotta, P.G.

**Mission:**

To protect, promote & improve the health of all people in Florida through integrated state, county & community efforts.



**Rick Scott**  
Governor

**John H. Armstrong, MD, FACS**  
State Surgeon General & Secretary

**Vision:** To be the Healthiest State in the Nation

## ELECTRONIC CORRESPONDENCE

**PERMITTEE:**

Monica Shaner, P.E.  
Assistant Water Utilities Director  
City of Lake Worth  
301 College Street  
Lake Worth, FL 33460  
[mshaner@lakeworth.org](mailto:mshaner@lakeworth.org)

**PWS ID NUMBER:** 4500773

**PERMIT NUMBER:** 138272-193-DS

**DATE OF ISSUE:** 09/01/2015

**EXPIRATION DATE:** 08/31/2020

**COUNTY:** Palm Beach

**PROJECT:** 2 Inch Water Main Phase 1A

This permit is issued under the provisions of Chapter(s) 403, Florida Statutes, and Florida Administrative Code Rule(s) 62-550, 62-555 & 62-560. The above named permittee is hereby authorized to perform the work or operate the facility shown on the application and approved drawing(s), plans and other documents attached hereto or on file with the department and made a part hereof and specifically described as follows:

**Construct:** Replace existing 2 inch water main with 4 inch water main to improve flow, pressure and water quality to end users.

**In Accordance With:** Application Form DEP 62-555.900(1), engineering drawing sheets C0-1, C0-2, C1-1 through C1-5, C3-1, C5-1, C5-1, C5-2, and C5-3 received August 14, 2015.

**Located:** Between South "J" Street and South "K" Street from 11<sup>th</sup> Avenue South to 12<sup>th</sup> Avenue South, between South "M" Street and South "N" Street from 11<sup>th</sup> Avenue South to 13<sup>th</sup> Avenue South, between South "L" Street and South "M" Street from 7<sup>th</sup> Avenue North to 8<sup>th</sup> Avenue North and along 17<sup>th</sup> Avenue South, east of South Lakeside Drive, in the City of Lake Worth, Florida.

**To Serve:** Existing and future connections.

**Subject To:** General Conditions 1 – 15, Regulatory Conditions 1- 9, Construction Standards 1-7 and Specific Conditions 1 – 11.

**Florida Department of Health**

Palm Beach County, Division of Environmental Public Health  
P.O. Box 29, 800 Clematis Street, West Palm Beach, FL 33402  
PHONE: 561-837-5900 • FAX: 561-837-5294

**www.FloridasHealth.com**

TWITTER: HealthyFLA  
FACEBOOK: FLDepartmentofHealth  
YOUTUBE: fldoh

## A. General Conditions

The permittee shall be aware of and operate under the Permit Conditions below. These applicable conditions are binding upon the permittee and enforceable pursuant to Chapter 403, Florida Statutes. [F.A.C. Rule 62-555.533(1)]

1. The terms, conditions, requirements, limitations and restrictions set forth in this permit, are "permit conditions" and are binding and enforceable pursuant to Sections 403.141, 403.727, or 403.859 through 403.861, F.S. The permittee is placed on notice that the Department will review this permit periodically and may initiate enforcement action for any violation of these conditions.
2. This permit is valid only for the specific processes and operations applied for and indicated in the approved drawings or exhibits. Any unauthorized deviation from the approved drawings, exhibits, specifications, or conditions of this permit may constitute grounds for revocation and enforcement action by the Department.
3. As provided in Subsections 403.087(6) and 403.722(5), F.S., the issuance of this permit does not convey any vested rights or any exclusive privileges. Neither does it authorize any injury to public or private property or any invasion of personal rights, nor any infringement of federal, state, or local laws or regulations. This permit is not a waiver of or approval of any other department permit that may be required for other aspects of the total project which are not addressed in this permit.
4. This permit conveys no title to land or water, does not constitute State recognition or acknowledgment of title, and does not constitute authority for the use of submerged lands unless herein provided and the necessary title or leasehold interests have been obtained from the State. Only the Trustees of the Internal Improvement Trust Fund may express State opinion as to title.
5. This permit does not relieve the permittee from liability for harm or injury to human health or welfare, animal, or plant life, or property caused by the construction or operation of this permitted source, or from penalties therefore; nor does it allow the permittee to cause pollution in contravention of Florida Statutes and Department rules, unless specifically authorized by an order from the Department.
6. The permittee shall properly operate and maintain the facility and systems of treatment and control (and related appurtenances) that are installed and used by the permittee to achieve compliance with the conditions of this permit, as required by Department rules. This provision includes the operation of backup or auxiliary facilities or similar systems when necessary to achieve compliance with the conditions of the permit and when required by Department rules.
7. The permittee, by accepting this permit, specifically agrees to allow authorized Department personnel, upon presentation of credentials or other documents as may be required by law and at reasonable times (reasonable time may depend on the nature of the concern being investigated), access to the premises where the permitted activity is located or conducted to:
  - a. Have access to and copy any records that must be kept under conditions of the permit;
  - b. Inspect the facility, equipment, practices, or operations regulated or required under this permit: and

- c. Sample or monitor any substances or parameters at any location reasonably necessary to assure compliance with this permit or Department rules.
8. If, for any reason, the permittee does not comply with or will be unable to comply with any condition or limitation specified in this permit, the permittee shall immediately provide the Department with the following information:
  - a. A description of and cause of noncompliance; and
  - b. The period of noncompliance, including dates and times; or, if not corrected, the anticipated time the noncompliance is expected to continue, and steps being taken to reduce, eliminate, and prevent recurrence of the noncompliance. The permittee shall be responsible for any and all damages which may result and may be subject to enforcement action by the Department for penalties or for revocation of this permit.
9. In accepting this permit, the permittee understands and agrees that all records, notes, monitoring data and other information relating to the construction or operation of this permitted source which are submitted to the Department may be used by the Department as evidence in any enforcement case involving the permitted source arising under the Florida Statutes or Department rules, except where such use is prescribed by Sections 403.111 and 403.73, F.S. Such evidence shall only be used to the extent it is consistent with the Florida Rules of Civil Procedure and appropriate evidentiary rules.
10. The permittee agrees to comply with changes in Department rules and Florida Statutes after a reasonable time for compliance; provided, however, the permittee does not waive any other rights granted by Florida Statutes or Department rules. A reasonable time for compliance with a new or amended surface water quality standard, other than those standards addressed in Rule 62-302.500, shall include a reasonable time to obtain or be denied a mixing zone for the new or amended standard.
11. This permit is transferable only upon Department approval in accordance with Rule 62-4.120 and 62-730.300, F.A.C., as applicable. The permittee shall be liable for any non-compliance of the permitted activity until the transfer is approved by the Department.
12. This permit or a copy thereof shall be kept at the work site of the permitted activity.
13. This permit also constitutes:
  - a. Determination of Best Available Control Technology (BACT)
  - b. Determination of Prevention of Significant Deterioration (PSD)
  - c. Certification of compliance with State Water Quality Standards (Section 401, PL 92-500)
  - d. Compliance with New Source Performance Standards
14. The permittee shall comply with the following:
  - a. Upon request, the permittee shall furnish all records and plans required under Department rules. During enforcement actions, the retention period for all records will be extended automatically unless otherwise stipulated by the Department.
  - b. The permittee shall hold at the facility or other location designated by this permit records of all monitoring information (including all calibration and maintenance records and all original strip chart recordings for continuous monitoring instrumentation) required by the permit, copies of all reports required by this permit, and records of all data used to complete the application for this permit. These

materials shall be retained at least three years from the date of the sample, measurement, report, or application unless otherwise specified by Department rule.

- c. Records of monitoring information shall include:
  - i. the date, exact place, and time of sampling or measurements;
  - ii. the person responsible for performing the sampling or measurements;
  - iii. the dates analyses were performed;
  - iv. the person responsible for performing the analyses;
  - v. the analytical techniques or methods used;
  - vi. the results of such analyses.

15. When requested by the Department, the permittee shall within a reasonable time furnish any information required by law which is needed to determine compliance with the permit. If the permittee becomes aware the relevant facts were not submitted or were incorrect in the permit application or in any report to the Department, such facts or information shall be corrected promptly.

## B. Regulatory Section

1. All construction must be in accordance with this permit. Before commencing work on project changes for which a construction permit modification is required per 62-555.536(1), the permittee shall submit to the Department a written request for a permit modification. Each such request shall be accompanied by one copy of a revised construction permit application, the proper processing fee and one copy of either a revised preliminary design report or revised drawings, specifications and design data. [F.A.C. Rule 62-555.536].
2. Permitted construction or alteration of public water supply systems must be supervised during construction by a professional engineer registered in the State of Florida if the project was designed under the responsible charge of a professional engineer licensed in the State of Florida. The permittee must retain the service of a professional engineer registered in the State of Florida to observe that construction of the project is in accordance with the engineering plans and specifications as submitted in support of the application for this permit. [F.A.C. Rule 62-555.520(3)].
3. If prehistoric or historic artifacts, such as pottery or ceramics, stone tools or metal implements, dugout canoe remains, or any other physical remains that could be associated with Native American cultures, or early colonial or American settlement are encountered at any time within the project site area, the permitted project should cease all activities involving subsurface disturbance in the immediate vicinity of such discoveries. The permittee, or other designee, should contact the Florida Department of State, Division of Historical Resources, Compliance and Review Section at 850.245.6333 or 800.847.7278, as well as the appropriate permitting agency office. Project activities should not resume without verbal and/or written authorization from the Division of Historical Resources and the permitting agency. In the event that unmarked human remains are encountered during permitted activities, all work shall stop immediately and the proper authorities notified in accordance with Section 872.05, *Florida Statutes*.
4. If delays will cause project completion to extend beyond the expiration date of this permit, the permittee shall submit to the Department a request to extend the expiration date of this permit including the appropriate processing fee. This request shall specify the reasons for the delay and shall be submitted to the Department for approval prior to the expiration date of this permit. Note that no specific construction permit shall be extended so as to remain in effect longer than five years. [F.A.C. Rule 62-555.536(4)].

5. In accordance with General Condition #11 of this permit, this permit is transferable only upon Department approval. Persons proposing to transfer this permit must apply jointly for a transfer of the permit within 30 days after the sale or legal transfer of ownership of the permitted project that has not been cleared for service by the Department using form, 62-555.900(8), Application for Transfer of a PWS Construction Permit along with the appropriate fee. [F.A.C. Rule 62-555.536(5)]
6. This permit satisfies Drinking Water permitting requirements only and does not authorize construction or operation of this facility prior to obtaining all other necessary permits from other program areas within the Department, or required permits from other state, federal, or local agencies.
7. This permit is for CONSTRUCTION ONLY of the distribution system project. This permit shall not infer that the clearance necessary for connection will be granted. Any such clearance shall be granted only when the connection point has been permitted and cleared for use by the Department and the public water system to which the water main extension will be connected, has the capacity necessary to meet the design water demands of all customers to be served by the water main extension. Partial clearance may be granted, if required.
8. If gasoline contamination is found at the construction site, work shall be stopped and the proper authorities notified. With the approval of the Department, ductile iron pipe and fittings, and solvent resistant gaskets materials shall be used in the contaminated area. The ductile pipe shall be used in the contaminated area. The ductile iron pipe shall extend 100 feet beyond any solvent noted. Any contaminated soil that is excavated shall be placed on an impermeable mat, covered with waterproof covering, and held for disposal. If the site cannot be properly cleaned, then consultation with the Department is necessary prior to continuing with the project construction.
9. This permit does not constitute approval of construction on jurisdictional wetland areas; therefore such approval must be obtained separately from the Water Management District or from DEP ERP Section, as applicable, Permittee shall provide a copy of the permit approval to the Department if water main installation involves activities on wetlands.

### C. Construction Standards

1. All products, including paints, which shall come into contact with potable water, either directly or indirectly, shall conform with National Sanitation Foundation (NSF) International, Water Chemicals Codex, Food Chemicals Codex, American Water Works Association (AWWA) Standards and the Food and Drug Administration, as provided in Rule 62-555.320(3), F.A.C.
2. Water supply facilities, including mains, pipe, fittings, valves, fire hydrants and other materials shall be installed in accordance with the latest applicable AWWA Standards and Department rules and regulations.
3. The installation or repairs of any public water system, or any plumbing in residential or nonresidential facilities providing water for human consumption, which is connected to a public water system shall be lead free in accordance with Rule 62-555.322, F.A.C.
4. When any existing asbestos cement (AC) pipes are replaced under this permit, the permittee shall do so in accordance with the applicable rules of Federal Asbestos Regulation and Florida DEP requirements. **For specific requirements applicable to AC**

**pipes, the permittee should contact the Air and Waste Management section at DOH Palm Beach County prior to commencing any such activities at (561) 837-5900 #3. Please be aware that a notification is required to be submitted to the Department for a regulated project**

5. Permittee shall maintain vertical clearance and horizontal separation between water mains and sanitary sewers, storm sewers, etc. unless approved otherwise by the Department, as provided in Rule 62-555.314, F.A.C., and Section 8.6 of *Recommended Standards for Water Works*, a manual adopted by reference in Rule 62-555.330(3), F.A.C.
6. The new or altered aboveground piping at the drinking water treatment plant shall be color coded and labeled as recommended in Section 2.14 of "Recommended Standards for Water Works, 1997 Edition". [F.A.C. Rule 62-555.320(10)]
7. Permittee shall ensure that there shall be no cross-connection with any non-potable water source in accordance with Rule 62-555.360, F.A.C.

#### **D. Specific Conditions**

1. All construction must be in accordance with this permit. Before commencing work on project changes for which a construction permit modification is required per 62-555.536(1), the permittee shall submit to the Department a written request for a permit modification. Each such request shall be accompanied by one copy of a revised construction permit application, the proper processing fee and one copy of either a revised preliminary design report or revised drawings, specifications and design data. [F.A.C. Rule 62-555.536].
2. Permitted construction or alteration of public water supply systems must be supervised during construction by a professional engineer registered in the State of Florida if the project was designed under the responsible charge of a professional engineer licensed in the State of Florida. The permittee must retain the service of a professional engineer registered in the State of Florida to observe that construction of the project is in accordance with the engineering plans and specifications as submitted in support of the application for this permit. [F.A.C. Rule 62-555.520(3)].
3. This permit satisfies Drinking Water permitting requirements only and does not authorize construction or operation of this facility prior to obtaining all other necessary permits from other program areas within the Department, or required permits from other state, federal, or local agencies.
4. All products, including paints, which shall come into contact with potable water, either directly or indirectly, shall conform with National Sanitation Foundation (NSF) International, Water Chemicals Codex, Food Chemicals Codex, American Water Works Association (AWWA) Standards and the Food and Drug Administration, as provided in Rule 62-555.320(3), F.A.C.

5. Water supply facilities, including mains, pipe, fittings, valves, fire hydrants and other materials shall be installed in accordance with the latest applicable AWWA Standards and Department rules and regulations. The system shall be pressure and leak tested in accordance with AWWA Standard C600 C603, or C605, as applicable, and disinfected in accordance with AWWA Standard C651-653, as well as in accordance with Rule 62-555.340, F.A.C.
6. Permittee shall maintain vertical clearance and horizontal separation between water mains and sanitary sewers, storm sewers, etc. unless approved otherwise by the Department, as provided in Rule 62-555.314, F.A.C., and Section 8.6 of *Recommended Standards for Water Works*, a manual adopted by reference in Rule 62-555.330(3), F.A.C.
7. The new or altered aboveground piping at the drinking water treatment plant shall be color coded and labeled as recommended in Section 2.14 of "Recommended Standards for Water Works, 1997 Edition". [F.A.C. Rule 62-555.320(10)]
8. The permittee must instruct the engineer of record to request system clearance from the Department within sixty (60) days of completion of construction, testing and disinfecting the system. Bacteriological test results shall be considered unacceptable if the test were completed more than 60 days before the Department received the results. [F.A.C. Rule 62-555.340(2)(c)]
9. Permitted construction or alteration of a public water system may not be placed into service until a letter of clearance has been issued by this Department. [F.A.C. Rule 62-555.345]
10. Prior to placing this project into service, Permittee shall submit, at a minimum, all of the following to the Department for evaluation and approval for operation, as provided in Rules 62-555.340 and 62-555.345, F.A.C.:
  - a. the engineer's *Certification of Construction Completion and Request for Clearance to Place Permitted PWS Components Into Operation* {DEP Form 62-555.900(9)};
  - b. certified record drawings, if there are any changes noted for the permitted project.
  - c. two consecutive days of satisfactory bacteriological analytical results (see paragraph 10 below).
  - d. copy of a satisfactory pressure test of the process piping performed in accordance with AWWA Standards. [F.A.C. Rule 62-555.320(21)(a)(1)]

### 11. Bacteriological Testing

The new facilities shall be cleaned, disinfected, and bacteriologically cleared in accordance with Chapter 62-555, F.A.C. The bacteriological clearance data representative of the distribution system (in accordance with the instructions for Bacteriological Sampling Locations shown below) shall be submitted to the Department with the engineer's certification of construction completion. Sampling shall be performed by an employee of a State certified laboratory or a certified operator per PBC ECR-II. [Section 62-555.340 and 62-555.315(6)(b), F.A.C.]

**Bacteriological Sampling Locations:** Copies of satisfactory bacteriological analyses taken from locations within the distribution system or water main extension to be cleared, in accordance with Rules 62-555.315 (6), 62-555.340 and 62-555.330, F.A.C. and American Water Works Association (AWWA) Standard C 651-92 as follows:

- *The endpoint of the proposed addition;*
- *Any water lines branching off a main extension;*
- *Every 1,200 feet of water main;*
- *Each location shall be sampled on two separate days (at least 6 hours apart) with sample point locations and chlorine residual readings **clearly indicated** on the report and/or drawings.*
- *Bacteriological sample results will be considered unacceptable if the tests were completed more than 60 days before the Department receives the results.*

Issued This 1<sup>ST</sup> Day of September, 2015.

**STATE OF FLORIDA DEPARTMENT OF HEALTH  
PALM BEACH COUNTY**

  
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Alina M. Alonso, MD, Director

c: Engineer-of-Record: John R. Leemon, P.E.  
Florida DEP: Jason Andreotta, P.G.