

0500
AGREEMENT

THIS AGREEMENT is dated and will be effective on the _____, by and between the **City of Lake Worth Beach** (hereinafter called Owner) and **Skyline Contractors LLC** (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: Howard Park Playground Improvements project that meet or exceeds all requirements of the City of Lake Worth Beach Public Services and Leisure Services Department.

The Project, of which the Work under the Contract Documents is a part, shall be referred to as: Howard Park Playground Improvements Project. This is Federally Funded Project and all Federal and Davis Bacon Act requirements are mandatory.

ARTICLE 2. ENGINEER

The Project has been designed by The City of Lake Worth Beach, Department of Public Works, 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 90 days from the date when the Contract Time commences to run as provided in paragraph 4.01 of the General Conditions and shall be finally complete and ready for final payment in accordance with paragraph 15.06 of the General Conditions within 120 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 the Contract Documents. 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.

3.4 In the Owner's sole discretion, a requested extension of time may be denied for delays resulting from normal weather conditions prevailing from normal weather conditions prevailing in the area as defined by the average of the last five (5) years of weather recorded or otherwise established by the Owner.

ARTICLE 4. CONTRACT PRICE.

4.1 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:

A. For all Work other than Unit Price Work, a lump sum of: \$_____.

B. For all Unit Price Work, an amount equal to the sum of the extended prices (established for each separately identified item of Unit Price Work by multiplying the unit price times the actual quantity of that item):

TOTAL OF ALL UNIT PRICE \$219,149.30 (Two hundred nineteen thousand, one hundred forty-nine dollars and thirty cents)

which is based on the unit price(s) in the Bid Form Unit Price Schedule for Unit Bid Items numbered GC1 to A2.

ARTICLE 5. PAYMENT PROCEDURES.

Contractor shall submit Applications for Payment in accordance with Article 15 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 10th 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 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 elsewhere in the Contract Documents.

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 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 the General Conditions).

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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 the General Conditions, less liquidated damages, if any.

5.2 FINAL PAYMENT. Upon final completion and acceptance of the Work in accordance with paragraph 15.06 of the General Conditions, and settlement of all claims, including liquidated damages, if any, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said paragraph 15.06.

ARTICLE 6. INTEREST.

6.1 All payments due and not made within the time prescribed by section 218.735, Florida Statutes, shall bear interest at the rate of 1 percent per month in accordance with section 218.735, Florida Statutes, as amended from time to time.

ARTICLE 7. CONTRACTOR'S REPRESENTATIONS.

In order to induce Owner to enter into this Agreement Contractor makes the following representations:

7.1 Contractor has examined and carefully studied the Contract Documents and any data and reference items identified in the Contract Documents.

7.2 Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local and Site conditions that may affect cost, progress and performance of the Work.

7.3 Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress and performance of the Work.

7.4 Contractor has studied carefully all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical data in such reports and drawings, and (2) reports and drawings related to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical data in such reports and drawings. Contractor accepts the determination set forth in the Contract Documents of the extent of the technical data contained in such reports and drawings upon which Contractor is entitled to rely, if any.

7.5 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 7.4 above) which pertain to the subsurface or physical conditions at or adjacent 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; and no additional

examinations, investigations, explorations, tests, reports, studies or similar information or data are or will be required by Contractor for such purposes.

7.6 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 adjacent 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.

7.7 Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress and performance of the work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (3) Contractor's safety precautions and programs.

7.8 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 and based on the information and observations referred to above, the Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.

7.9 Contractor has given Engineer written notice of all conflicts, errors or discrepancies that Contractor has discovered in the Contract Documents and the written resolution thereof by Engineer is acceptable to Contractor.

7.10 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.

7.11 Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

7.12 Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.

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 11 pages.

8.2 Exhibits to this Agreement identified as:

- a. The Project Manual (pages 1 to 346, inclusive);
- b. Contractor's Bid (pages 0300-5 to 0300-6, inclusive);

- c. Permits (pages ____ to ____, inclusive);
- d. Other: _____

8.3 Performance Bond and Payment Bond consisting of 3 pages (plus Power of Attorney Forms as applicable).

8.4 Notice of Award and Notice to Proceed.

8.5 General Conditions consisting of 72 pages.

8.6 Supplementary Conditions consisting of 6 pages.

8.7 Bid documents as listed in the table of contents of the Project Manual.

8.8 Technical Specifications consisting of 139 pages.

8.9 Drawings not attached hereto but are including in Technical Specifications

8.10 Addenda numbers 2, inclusive.

8.11 Contractor's Bid consisting of 2 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 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 Any other document attached hereto or incorporated herein by the Owner.

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 the General Conditions.

Governing Order of Contract Documents - The Contract Documents include various divisions, sections and conditions which are essential parts for the work to be provided by the Contractor. A requirement occurring in one is as binding as though occurring in all. They are intended to be complementary and to describe and provide for a complete work. In case of discrepancy, the following precedence will govern the interpretation of the Contract Documents prior to award of the contract.

1. Agreement
2. Addenda
3. Instructions to Bidders
4. Special Conditions
5. Supplementary Conditions
6. General Conditions
7. Technical Specifications
8. Details

9. City Standard Details
10. Drawings/Plans
11. Bid Form

After award, Work Change Directives, Change Orders, amendments and revisions to plans and specifications will take precedence over any of the above. In case of discrepancy among technical specifications, drawings and plans, the most restrictive shall govern. Detailed plans shall have precedence over general plans. In the event that any conflicts cannot be resolved by reference to this Governing Order of Contract Documents provision, then City shall resolve the conflict in any manner which is acceptable to City and which comports with the overall intent of the Contract Documents.

ARTICLE 9. MISCELLANEOUS.

9.1 *Terms.* Terms used in this Agreement will have the meanings indicated in the General Conditions.

9.2 *Assignment.* Unless expressly agreed to elsewhere in the Contract documents, 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 *Successors and assigns.* 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 *Severability.* 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 *Public entity crimes.* 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 *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 such ordinance in order to be aware of its rights and/or obligations under such ordinance and as applicable.

9.7 *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 said right(s) at any time thereafter.

9.8 *Waiver of 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.

9.9 *Independent Contractor.* 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 *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 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 *Preparation.* The Contract Documents shall not be construed more strongly against either party regardless of who was more responsible for its preparation.

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

- a) Keep and maintain public records required by the Owner to perform the service.
- b) Upon request from the Owner's custodian of public records, provide the Owner with a copy of the requested records or allow the records to be inspected or copied within a reasonable time 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 for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the Owner.
- d) Upon completion of the contract, transfer, at no cost, to the Owner all public records in possession of the Contractor or keep and maintain public records required by the Owner to perform the service. If the Contractor transfers all public records to the Owner upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Owner, upon request from the Owner's custodian of public records, in a format that is compatible with the information technology systems of the Owner.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE

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PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS OR DESIGNEE AT: ATTENTION DEBBIE ANDREA, (561) 586-1660 OR DANDREA@LAKEWORTHBEACHFL.GOV OR 7 NORTH DIXIE HIGHWAY, LAKE WORTH BEACH, FL 33460.

9.13 *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.

9.14 *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.

9.15 *Assignment of warranties.* Contractor shall assign to Owner all warranties extended to Contractor by material suppliers. If an assignment of warranty requires the material supplier to consent to same, then Contractor shall secure the material supplier's consent to assign said warranties to Owner.

9.16 *Contractor's certifications.* Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract Documents. For the purposes of this paragraph:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract Documents to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract Documents.

9.17 *Construction defects.* PURSUANT TO SECTION 558.005, FLORIDA STATUTES, ANY CLAIMS FOR CONSTRUCTION DEFECTS ARE NOT SUBJECT TO THE NOTICE AND CURE PROVISIONS OF CHAPTER 558, FLORIDA STATUTES.

9.18 *Delays; Contractor's remedies.* NOTWITHSTANDING ANY PROVISION ELSEWHERE IN THE CONTRACT DOCUMENTS, 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 it 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 the extent specifically provided herein.

9.19 *Termination for failure to provide Public Construction Bond.* If a Public Construction Bond is required under the Construction Documents and the Contractor fails to provide the fully executed Public Construction Bond, including a certified copy of the Public Construction Bond as recorded in the Official Records for Palm Beach County, within fifteen (15) calendar days after the Contractor's and Owner's execution of this Agreement, the Owner may immediately terminate this Agreement upon written notice to the Contractor and the Owner shall have no further obligation to the Contractor under the Contract. In the event of such termination, the Contractor shall also forfeit its bid security to the Owner.

9.20 *E-Verify.* Pursuant to Section 448.095(2), Florida Statutes, beginning on January 1, 2021, the CONTRACTOR shall:

- a. Register with and use the E-Verify system to verify the work authorization status of all newly hired employees and require all CONTRACTORS (providing services or receiving funding under this Agreement) to register with and use the E-Verify system to verify the work authorization status of all the Contractors' newly hired employees;
- b. Secure an affidavit from all CONTRACTORS (providing services or receiving funding under this Agreement) stating that the CONTRACTOR does not employ, contract with, or subcontract with an "unauthorized alien" as defined in Section 448.095(1)(k), Florida Statutes;
- c. Maintain copies of all CONTRACTOR affidavits for the duration of this Agreement and provide the same to the City upon request;
- d. Comply fully, and ensure all CONTRACTORS comply fully, with Section 448.095, Florida Statutes;
- e. Be aware that a violation of Section 448.09, Florida Statutes (Unauthorized aliens; employment prohibited) shall be grounds for termination of this Agreement; and,
- f. Be aware that if the City terminates this Agreement under Section 448.095(2)(c), Florida Statutes, the CONTRACTOR may not be awarded a contract for at least 1 year after the date on which the Agreement is terminated and will be liable for any additional costs incurred by the City as a result of the termination of the Agreement.

9.21 *Scrutinized Companies.* CONTRACTOR certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List and are not engaged in the boycott of Israel. Pursuant to section 287.135, Florida Statutes, the City may immediately terminate this Agreement at its sole option if the CONTRACTOR or any of its subcontractors are found to have submitted a false certification; or if the CONTRACTOR or any of its subcontractors, are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of this Agreement.

- a) If this Agreement is for one million dollars or more, the CONTRACTOR certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged in business operations in Cuba or Syria as identified in Section 287.135, Florida Statutes. Pursuant to Section 287.135, the City may immediately terminate this Agreement at its sole option if the CONTRACTOR, or any of its subcontractors are found to have submitted a false certification; or if the CONTRACTOR or any of its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or are or have been engaged with business operations in Cuba or Syria during the term of this Agreement.

- b) The CONTRACTOR agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.
- c) The CONTRACTOR agrees that the certifications in this section shall be effective and relied upon by the City for the term of this Agreement, including any and all renewals.
- d) The CONTRACTOR agrees that if it or any of its subcontractors' status changes in regards to any certification herein, the CONTRACTOR shall immediately notify the City of the same.

As provided in Subsection 287.135(8), Florida Statutes, if federal law ceases to authorize the above-stated Contracting prohibitions then they shall become inoperative.

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 BEACH, FLORIDA

By: _____
Betty Resch, Mayor

ATTEST:

By: _____
Deborah M. Andrea, City Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

By: _____
Glen J. Torcivia, City Attorney

APPROVED FOR FINANCIAL
SUFFICIENCY

By: _____
Bruce T. Miller, Financial Services Director

CONTRACTOR



[Corporate Seal]

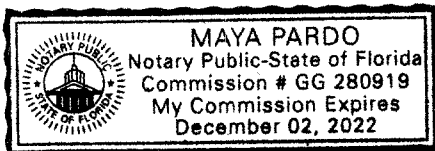
By: _____
Print Name: ALEXIS PEREZ
Title: PRESIDENT

STATE OF Florida
COUNTY OF Palm Beach

THE FOREGOING instrument was acknowledged before me by means of physical presence or online notarization on this 2 day of April 2021, by Alexis Perez, as the President [title] of Skyline Contractors LLC [vendor's name], a LIMITED LIABILITY COMPANY [corporate description], who is personally known to me or who has produced _____ as identification, and who did take an oath that he or she is duly authorized to execute the foregoing instrument and bind the CONTRACTOR to the same.

Notary Public Signature

Notary Seal:



AGREEMENT
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CITY OF LAKE WORTH BEACH, FLORIDA



**HOWARD PARK PLAYGROUND
IMPROVEMENTS PROJECT**

**LAKE WORTH BEACH SOLICITATION
IFB NO. 21-202**

February 2021

FINANCIAL SERVICES
Procurement Division
7 North Dixie Highway
Lake Worth Beach, FL 33460

PROJECT: Howard Park Playground Improvements Project
Solicitation IFB No. 21-202

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PROJECT: Howard Park Playground Improvements Project
IFB No. 21-202

**00020
INVITATION TO BID**

The City of Lake Worth Beach is soliciting bids from responsible and experienced contractors for the Howard Park Playground Improvements Project. This is Federally Funded Project and all Federal and Davis Bacon Act requirements are mandatory.

This Invitation for Bid (IFB) may be downloaded at lakeworthbeachfl.bidsandtenders.net or www.lakeworthbeachfl.gov. All Bidders shall have a Bidding System Vendor account and be registered as a Plan Taker for this Bid opportunity, which will enable the Bidders to download the Bid Call Document, to receive Addenda email notifications and download all documents without the watermark "preview" on them.

To ensure receipt of the latest information and updates via email regarding this bid, or if a Bidder has obtained this Bid Document from a third party, the onus is on the Bidder to create a Bidding System Vendor account and be register as a Plan Taker for the bid opportunity. Copies of this IFB may also be acquired by contacting **purchasing1@lakeworthbeachfl.gov**.

Time is of the essence and any bid received after **3:00 PM, March 9, 2021** whether by e-mail or otherwise may be rejected by the City. Bids shall be e-mailed as an attachment in **PDF format maximum size of 15MG** to the secure e-mail address **bids@lakeworthbeachfl.gov**. Subject line shall list the IFB number, title, along with the date and hour bids are scheduled to be received. All persons or entities responding to the IFB (hereafter "Bidders") are responsible for ensuring that their bid is received by the City at its' designated e-mail address by the deadline indicated in the IFB. **The Bidders may call the City's secure e-mail administrator at 561-586-1654 to confirm the receipt of the e-mail from the Bidder.** The City will in no way be responsible for delays caused by any occurrence. Bids shall not be submitted and will not be accepted in person, by mail, telephone, telegram, facsimile or any other City's e-mail address except **bids@lakeworthbeachfl.gov**. The time of receipt shall be determined by the time clock on the receiving e-mail.

Bid Submission Deadline:

March 9, 2021 at 3 p.m.

All bids must be e-mailed to: bids@lakeworthbeachfl.gov

The City Hall Offices remain closed to the public at this time and cannot accept deliveries in person.

SUBJECT LINE MUST BE IDENTIFIED AS IFB# 21-202 HOWARD PARK PLAYGROUND IMPROVEMENTS PROJECT

All questions must be in writing submitted on lakeworthbeachfl.bidsandtenders.net or purchasing1@lakeworthbeachfl.gov before February 18, 2021 at 4 p.m.

Bids must be accompanied by a copy of 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. Bidder must be able to deliver original Bid Bond immediately after the bid opening if requested by the City.

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% Payment and Performance Bond which meets the requirements of section 255.05, Florida Statutes.

The OWNER reserves the right to reject any or all Bids, to waive all nonmaterial irregularities, to re-advertise, and to cancel any invitation to bid when it is in the best interests of the City.

/s/ Felipe Lofaso, Public Works Assistant Director

PUBLISHED: February 7, 2021 – PALM BEACH POST & City Website.

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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 C-700, 2013 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 **lakeworthbeachfl.bidsandtenders.net** or **www.lakeworthbeachfl.gov**.

All Bidders shall have a Bidding System Vendor account and be registered as a Plan Taker for this Bid opportunity, which will enable the Bidders to download the Bid Call Document, to receive Addenda email notifications and download all documents without the watermark "preview" on them.

To ensure receipt of the latest information and updates via email regarding this bid, or if a Bidder has obtained this Bid Document from a third party, the onus is on the Bidder to create a Bidding System Vendor account and be register as a Plan Taker for the bid opportunity.

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.

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 5.03 and 5.05 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 the bid on **lakeworthbeachfl.bidsandtenders.net**. Interpretations or clarifications considered necessary by Owner or Engineer in response to such questions will be issued by Addenda. Questions received after **February 18, 2021 at 4 PM** may not be answered. Only questions answered by formal written Addenda will be binding. Questions or requests for clarification directed to any member of the City staff may be grounds for rejection of the bid as being irregular. 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 6.01 of the General Conditions.

6.2. The Bid security of the Successful Bidder will be retained by the Owner until such Bidder has delivered all of the following documents to the Owner:

6.2.1 All required certificates or proof of insurance;

6.2.2 The fully executed Agreement contained in the Contract Documents; and,

6.2.3 The fully executed Public Construction Bond (if required) along with a certified copy of the Public Construction Bond as recorded in the Official Records of Palm Beach County, Florida.

Upon receipt of all of the foregoing documents, the Bid security will be returned to the Successful Bidder. The required certificates or proof of insurance and the fully executed Agreement must be delivered by the Successful Bidder within fifteen days after the Successful Bidder's receipt of the Agreement from the Owner. The Public Construction Bond and certified copy of the same must be delivered to the Owner by the Successful Bidder no later than fifteen (15) days after the Owner approves and executes the Agreement contained in the Contract Documents (as previously executed and delivered by the Successful Bidder).

If the Successful Bidder fails to deliver all of the above documentation to the Owner in the timeframes stated above, the Owner may annul the Notice of Award and/or may immediately terminate the Agreement upon written notice to the Successful Bidder and the Bid security 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 Article 7 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 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 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 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. . . Bids shall not be submitted and will not be accepted in person, by mail, telephone, telegram, facsimile or any other City's e-mail address except **bids@lakeworthbeachfl.gov**. The time of receipt shall be determined by the time clock on the receiving e-mail. All bids must be E-mailed to: **bids@lakeworthbeachfl.gov** SUBJECT LINE MUST BE IDENTIFIED AS **IFB No. 21-202 HOWARD PARK PLAYGROUND IMPROVEMENTS PROJECT.**

The City Hall Offices remain closed to the public at this time and cannot accept deliveries in person.

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 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.

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, responsive and responsible 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 bid 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 6.01 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 A business tax receipt obtained from the Owner shall be required of any person maintaining a permanent business location or branch office within the City of Lake Worth Beach.

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.

Further, any Bidder coming before the City Commission for an award of a contract and who has made an election campaign contribution in an amount that is more than one hundred dollars (\$100.00) to any elected official of the City Commission, who is a current sitting member of the Commission, must disclose such election campaign contribution, verbally and in writing, in their responsive proposal to this IFB. FAILURE TO INCLUDE THE CAMPAIGN CONTRIBUTION STATEMENT WILL CAUSE YOUR BID TO BE REJECTED.

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. PUBLIC ENTITY CRIMES

27.1 By submitting a bid, each bidder acknowledges and agrees that 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, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier or sub-contractor 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 following the date of being placed on the convicted vendor list.

27.2 SCRUTINIZED COMPANIES

A. Contractor certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List and are not engaged in the boycott of Israel. Pursuant to section 287.135, Florida Statutes, the City may immediately terminate this Agreement at its sole option if the Contractor or any of its subcontractors are found to have submitted a false certification; or if the Contractor or any of its subcontractors, are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of this Agreement.

B. If this Agreement is for one million dollars or more, the Contractor certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged in business operations in Cuba or Syria as identified in Section 287.135, Florida Statutes. Pursuant to Section 287.135, the City may immediately terminate this Agreement at its sole option if the Contractor, or any of its subcontractors are found to have submitted a false certification; or if the Contractor or any of its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or are or have been engaged with business operations in Cuba or Syria during the term of this Agreement.

C. The Contractor agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.

D. The Contractor agrees that the certifications in this section shall be effective and relied upon by the City for the term of this Agreement, including any and all renewals.

E. The Contractor agrees that if it or any of its subcontractors' status changes in regards to any certification herein, the Contractor shall immediately notify the City of the same.

F. As provided in Subsection 287.135(8), Florida Statutes, if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

28. COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH ACT

28.1 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.

29. NON-APPROPRIATIONS

29.1 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.

30. FLORIDA PUBLIC RECORDS ACT AND CONTRACT CONTENT OWNERSHIP

30.1 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.

30.2 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.

31. E-VERIFY

Pursuant to Section 448.095(2), Florida Statutes, beginning on January 1, 2021, the CONTRACTOR shall:

- a) Register with and use the E-Verify system to verify the work authorization status of all newly hired employees and require all CONTRACTORs (providing services or receiving funding under this Agreement) to register with and use the E-Verify system to verify the work authorization status of all the Contractors' newly hired employees;
- b) Secure an affidavit from all CONTRACTORs (providing services or receiving funding under this Agreement) stating that the CONTRACTOR does not employ, contract with, or subcontract with an "unauthorized alien" as defined in Section 448.095(1)(k), Florida Statutes;
- c) Maintain copies of all CONTRACTOR affidavits for the duration of this Agreement and provide the same to the City upon request;
- d) Comply fully, and ensure all CONTRACTORs comply fully, with Section 448.095, Florida Statutes;
- e) Be aware that a violation of Section 448.09, Florida Statutes (Unauthorized aliens; employment prohibited) shall be grounds for termination of this Agreement; and,
- f) Be aware that if the City terminates this Agreement under Section 448.095(2)(c), Florida Statutes, the CONTRACTOR may not be awarded a contract for at least 1 year after the date on which the Agreement is terminated and will be liable for any additional costs incurred by the City as a result of the termination of the Agreement.

END OF SECTION

Bids shall be submitted to: bids@lakeworthbeachfl.gov

BIDDER: SKYLINE CONTRACTORS LLC

PROJECT: Howard Park Playground Improvements Project
Solicitation IFB No. 21-202

DATE: 03/11/2021
(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
<u>02/25/2021</u>	<u>ADDENDUM NO. 1</u>
<u>03/05/2021</u>	<u>ADDENDUM NO. 2</u>

(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 5.03 of the Supplementary 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 5.03 of the General Conditions, as amended by the Supplementary 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

BID FORM
00300-1

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 5.05 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 90 calendar days after the date when the Contract Time commences to run as provided in paragraph 4.01 of the General Conditions, and completed and ready for final payment within 120 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 Payment and Performance Bond.
 - (b) Unit Price Schedule (Page(s) 00300-5 and 00300-6).
 - (c) Trench Safety Affidavit (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 (Page(s) 00300-10 and 00300-11).
 - (g) Certification of Drug Free Workplace Program (Page(s) 00300-12).

(h) Campaign Contribution Form (Page(s) 00850-1 to 00850-2)

(i) Scrutinized Companies Certification Form (Page(s) 00851-1)

(j) Additional documents as listed as required in this solicitation.

9. Communications & questions concerning this Bid shall be submitted at **lakeworthbeachfl.bidsandtenders.net** or **purchasing1@lakeworthbeachfl.gov**.

The phone number and address of BIDDER indicated below.

Contractor Address: **1601 SW 1ST WAY SUITE D13, DEERFIELD BEACH, FL 33441**

Contractor Phone Number: **(561) 300-4898**

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. **CGC1527229**.

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.

13. BIDDER represents that it is financially solvent and sufficiently experienced and competent to provide all goods and services required under this IFB and that all information provided in the Bid is true and correct in all respects.



If BIDDER is:

An Individual

By _____ (SEAL)
(Individual's Name)

(Signature)

doing business as _____

Business address: _____

Phone No. : _____

A Partnership

By _____ (SEAL)
(Firm Name)

(General Partner) (Signature)

Business address: _____

Phone No. : _____

A Corporation

By SKYLINE CONTRACTORS LLC (SEAL)
(Corporation Name)

FLORIDA
(State of Incorporation)

By ALEXIS PEREZ
(Name of Person Authorized to Sign)

PRESIDENT

(Title)

(Signature)

(Corporate Seal)

Attest MERVIN PARDO
(Secretary)

(Signature)

Business address: 1601 SW 1ST WAY SUITE D13

DEERFIELD BEACH, FL 33441

Phone No. : (561) 300-4898



IFB NO. 21-202 UNIT PRICE SCHEDULE

All bid items shall include prices for furnishing, to the City, all materials, equipment, supplies, and all costs incurred in providing all work shown on the plans and specifications for City of Lake Worth Beach Project Howard Park Playground Improvements Project. Said costs shall be complete and inclusive of all labor, permits, inspection, taxes, bond(s), insurance, miscellaneous costs, record drawings, warranty, overhead and profit.

In accordance with the specifications and Scope of Work included with this bid, following is the recommended unit prices in order to evaluate the total bid as submitted with your proposal. These prices are intended to equal the total base bid as submitted at the top of page 18 of the IFB. These prices are used as a tool for the evaluation of the bid(s).

<u>ITEM #</u>	<u>DESCRIPTION</u>	<u>QTY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>TOTAL</u>
<u>GENERAL CONDITIONS</u>					
GC-1	SITE MOBILIZATION	1	LS	N/A	#21,320
GC-2	BONDS AND INSURANCE	1	LS	N/A	\$ 6,653
GC-3	SITE VIDEOTAPING	1	LS	N/A	\$170
GC-4	NPDES COMPLIANCE	1	LS	N/A	\$120
<u>DEMOLITION</u>					
DM-1	DEMOLITION OF THE EXISTING 4' PAVILION WALL AND BATHROOM EXTERIOR PRIVACY WALLS	1	LS	N/A	\$2,102
DM-2	DEMOLITION OF THE EXISTING 10' CHAIN LINK FUTSOL COURT FENCE	475	LF	\$6.18	\$ 2,935
DM-3	DEMOLITION OF EXIST. BASKETBALL HOOP STRUCTURE COMPLETE	4	EA	\$940.25	\$ 3,761

<u>SITE WORK</u>					
S-1	PAVILION CEILING STUCCO AND PAINT	1,125	SF	\$7.80	\$8,775
S-2	EPOXY COATING OF THE PAVILION CONCRETE SLAB	1,125	SF	\$2.62	\$2,948
S-3	STUCCO EXTERIOR PAVILION COLUMNS, GABLE ENDS, AND BATHROOM BUILDING AND PAINT	1	LS	N/A	\$6,143
S-4	BASKETBALL COURT RESURFACING	10,440	SF	\$1.36	\$14,198
S-5	FUTSOL COURT RESURFACING	12,960	SF	\$1.24	\$16,070
S-6	8' BLACK VINYL CHAIN LINK FENCE, INCL. PEDESTRIAN GATE AND 10' DOUBLE SWING GATE	475	LF	\$60.30	\$28,643
S-7	BASKETBALL HOOP ASSEMBLIES COMPLETE	4	EA	\$5,634	\$22,536
S-8	REMOVE AND REPLACE PLAYGROUND SLIDE	3	EA	\$4,055	\$12,165
S-9	BLEACHERS (21' WIDE, 3-ROW)	2	EA	\$2,405	\$4,810
S-10	BAHIA SODDING	1,000	SY	\$19.23	\$19,230
S-11	FITNESS WALKING TRAIL	650	SY	\$17.80	\$11,570
<u>ALLOWANCE</u>					
A-1	PERMIT FEE ALLOWANCE	1	LS	5,000.00	15,000.00
A-2	CONSTRUCTION ALLOWANCE	1	LS	20,000.00 0	20,000.00
GRAND TOTAL				\$	219,149

ADD ALTERNATES (itemize below if any alternates are requested)

TRENCH SAFETY AFFIDAVIT

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

SKYLINE CONTRACTORS LLC (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
N/A		\$ —
		\$
		\$
		\$
		\$
		\$
	Total	\$ —

Alexis Perez 03/10/2021

(Signature)

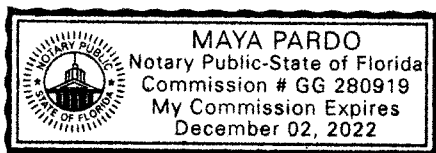
(date)

STATE OF Florida
 COUNTY OF Palm Beach

THE FOREGOING instrument was acknowledged before me by means of physical presence or online notarization on this 10 day of March 2021, by Alexis Perez, as the President [title] of skyline contractors LLC [vendor's name], a LIMITED LIABILITY COMPANY [corporate description], who is personally known to me or who has produced _____ as identification, and who did take an oath that he or she is duly authorized to execute the foregoing instrument and bind the CONTRACTOR to the same.

[Signature]
 Notary Public Signature

Notary Seal:



SCHEDULE OF MAJOR SUBCONTRACTORS

List Proposed Major Subcontractors

Category of Work

X-TREME SURFACES, INC

COURT RESURFACE

FLORIDA QUALITY FENCE LLC

FENCE

SCHEDULE OF MAJOR EQUIPMENT AND MATERIALS

Description	Manufacturer	Model
POLYCARBONATE BASKETBALL SYSTEM	BISON	BA-873U-BK
3 Row x 21' BLEACHER	THE PARK CATALOG	569-SPC
PLASTIC SLIDE	KOMPAN	LES00304/LES00404

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 MAYA PARDO
[print name of the public entity]
by ALEXIS PEREZ, PRESIDENT
[print individual's name and title]
for SKYLINE CONTRACTORS LLC
[print name of entity submitting sworn statement]

whose business address is 1601 SW 1ST WAY SUITE D13
DEERFIELD BEACH, FL 33441

and (if applicable) its Federal Employer Identification Number (FEIN) is 83-0528841

(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.

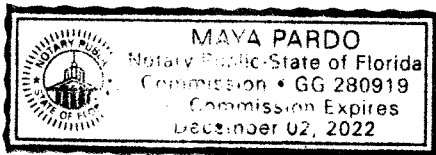
Alexis Perez
[signature]
03/10/2021
[date]

STATE OF Florida
COUNTY OF Palm Beach

THE FOREGOING instrument was acknowledged before me by means of physical presence or online notarization on this 10 day of March 2021, by Alexis Perez, as the President [title] of Skyline Contractors LLC [vendor's name], a LIMITED LIABILITY COMPANY [corporate description], who is personally known to me or who has produced _____ as identification, and who did take an oath that he or she is duly authorized to execute the foregoing instrument and bind the CONTRACTOR to the same.

Maya Pardo
Notary Public Signature

Notary Seal:




CERTIFICATION OF DRUG FREE WORKPLACE PROGRAM

I certify the firm of SKYLINE CONTRACTORS LLC 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

PROJECT: Howard Park Playground Improvements Project
Solicitation IFB No. 21-202

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_____.

CITY OF LAKE WORTH BEACH
PAYMENT AND PERFORMANCE BOND
(Pursuant to secs. 255.05 and 337.18, Fla. Stat.)

Surety Bond No. _____

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

CONTRACTOR:

Name:
Principal Business Address:

Telephone Number:

SURETY:

Name:
Principal Business Address

Telephone Number:

OWNER:

City of Lake Worth Beach
7 North Dixie Highway
Lake Worth Beach, FL 33460
(561) 586-1600

CONTRACT:

Date:
Amount:
Description (Name and Location):

BOND

Date (Not earlier than Contract Date):
Amount:
Modifications to this Bond Form:

This Bond is issued in favor of the City of Lake Worth Beach/Owner conditioned on the full and faithful performance of the Contract.

1. Contractor has entered into Project No. _____ with the City for the project titled “_____” (the “Contract”), with conditions and provisions as are further described in the aforementioned Contract, which Contract, including all of its attachments, exhibits and incorporated documents (hereinafter, collectively, the “Contract Documents”) is by reference made a part hereof for the purposes of explaining this bond.
2. Principal and Surety are bound to the Owner in the sum of the Contract Amount set forth above for payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally.
3. THE CONDITION OF THIS BOND is that if Principal:

a. Performs the Work required of and in accordance with the Contract Documents at the times and in the manner prescribed in the Contract Documents, which are made a part of this bond by reference; and

b. In accordance with sec. 255.05 and sec. 337.18, Florida Statutes, promptly makes payments to all persons, defined in sec. 713.01, Florida Statutes, who furnish labor, services or materials for prosecution of the work set forth in the Contract Documents described above; and

c. Pays Owner all losses, damages (including liquidated damages), expenses, costs, and professional fees, including but not limited to attorneys' fees, including appellate proceedings, that Owner sustains because of a default by Principal under the Contract Documents; and

d. Performs the warranty and guarantee of all work and materials furnished under the Contract Documents for the time specified in the Contract Documents, then this bond is void; otherwise it remains in full force.

4. Section 255.05, Fla. Stat., as amended, together with all notice and time provisions contained therein, is incorporated herein by reference.

5. Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in secs. 255.05(2) and (10), Fla. Stat., and those of sec. 337.18, Fla. Stat.

6. Any changes in or under the Contract Documents and compliance or noncompliance with any formalities connected with the Contract Documents or the changes does not affect Surety's obligation under this bond, and Surety waives notice of such changes.

7. Principal and Surety expressly acknowledge that any and all provisions relating to consequential, delay and liquidated damages contained in the contract are expressly covered by and made a part of this Performance, Labor and Material Payment Bond. Principal and Surety

acknowledge that any such provisions lie within their obligations and within the policy coverages and limitations of this instrument.

8. Any action brought under this instrument shall be brought in the state court of competent jurisdiction in Palm Beach County, Florida, and not elsewhere.

Surety and Contractor, intending to be legally bound hereby, subject to the terms included herein and as required under Florida Statutes, do each cause this Performance and Payment Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

Signed and sealed this _____ day of _____, 2021.

Witness

Principal

Title

(Corporate Seal)

Witness

Surety

Attorney-in-Fact
(Attach Power of Attorney)

Print Name

(Corporate Seal)

PROJECT: Howard Park Playground Improvements Project
Solicitation IFB No. 21-202

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:

STATE OF _____)
COUNTY OF _____)

THE FOREGOING instrument was acknowledged before me by means of physical presence or online notarization on this ____ day of _____ 2021, by _____, as the _____ [title] of _____ [vendor's name], a _____ [corporate description], who is personally known to me or who has produced _____ as identification, and who did take an oath that he or she is duly authorized to execute the foregoing instrument and bind the CONTRACTOR to the same.

Notary Public Signature

Notary Seal:

00680
APPLICATION FOR PAYMENT NO. _____

Project IFB No. 21-202 Howard Park Playground Improvements Project PO #: _____

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	\$ _____
<hr/>	
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 _____)

THE FOREGOING instrument was acknowledged before me by means of physical presence or online notarization on this ____ day of _____ 2021, by _____, as the _____ [title] of _____ [vendor's name], a _____ [corporate description], who is personally known to me or who has produced _____ as identification, and who did take an oath that he or she is duly authorized to execute the foregoing instrument and bind the CONTRACTOR to the same.

Notary Public Signature

Notary Seal:

Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Date: _____

By: _____
(Name) (Title)

Date: _____

CITY OF LAKE WORTH BEACH
By _____
(Name) (Title)

00681
SCHEDULE OF VALUES AND WORK COMPLETED

PROJECT TITLE IFB No. 21-202 Howard Park Playground Improvements Project

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

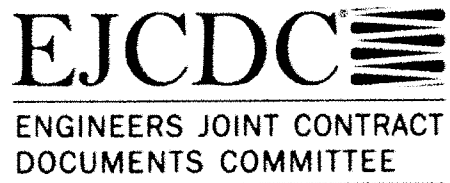
TOTAL MATERIAL SUITABLY STORED \$ _____

Accompanying Documentation (Contractor to itemize):

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

STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

Prepared by



Issued and Published Jointly by



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

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

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National Society of Professional Engineers
1420 King Street, Alexandria, VA 22314-2794
(703) 684-2882
www.nspe.org

American Council of Engineering Companies
1015 15th Street N.W., Washington, DC 20005
(202) 347-7474
www.acec.org

American Society of Civil Engineers
1801 Alexander Bell Drive, Reston, VA 20191-4400
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**STANDARD GENERAL CONDITIONS OF THE
CONSTRUCTION CONTRACT**

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ARTICLE 1 – DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

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

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

11. *Constituent of Concern*—Asbestos, petroleum, radioactive materials, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. (“CERCLA”); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5501 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. (“RCRA”); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, state, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.
12. *Contract*—The entire and integrated written contract between the Owner and Contractor concerning the Work.
13. *Contract Documents*—Those items so designated in the Agreement, and which together comprise the Contract.
14. *Contract Price*—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Contract Documents. .
15. *Contract Times*—The number of days or the dates by which Contractor shall: (a) achieve Milestones, if any; (b) achieve Substantial Completion; and (c) complete the Work.
16. *Contractor*—The individual or entity with which Owner has contracted for performance of the Work.
17. *Cost of the Work*—See Paragraph 13.01 for definition.
18. *Drawings*—The part of the Contract that graphically shows the scope, extent, and character of the Work to be performed by Contractor.
19. *Effective Date of the Contract*—The date, indicated in the Agreement, on which the Contract becomes effective.
20. *Engineer*—The individual or entity named as such in the Agreement.
21. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but does not change the Contract Price or the Contract Times.
22. *Hazardous Environmental Condition*—The presence at the Site of Constituents of Concern in such quantities or circumstances that may present a danger to persons or property exposed thereto. The presence at the Site of materials that are necessary for the execution of the Work, or that are to be incorporated in the Work, and that are controlled and contained pursuant to industry practices, Laws and Regulations, and the requirements of the Contract, does not establish a Hazardous Environmental Condition.
23. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

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

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

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

1.02 *Terminology*

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

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

ARTICLE 2 – PRELIMINARY MATTERS

2.01 *Delivery of Bonds and Evidence of Insurance*

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

2.02 *Copies of Documents*

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

2.03 *Before Starting Construction*

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

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

2.04 *Preconstruction Conference; Designation of Authorized Representatives*

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

2.05 *Initial Acceptance of Schedules*

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

2.06 *Electronic Transmittals*

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

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

ARTICLE 3 – DOCUMENTS: INTENT, REQUIREMENTS, REUSE

3.01 *Intent*

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

3.02 *Reference Standards*

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

3.03 *Reporting and Resolving Discrepancies*

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

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

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

B. *Resolving Discrepancies:*

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

3.04 *Requirements of the Contract Documents*

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

3.05 *Reuse of Documents*

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

ARTICLE 4 – COMMENCEMENT AND PROGRESS OF THE WORK

4.01 *Commencement of Contract Times; Notice to Proceed*

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

4.02 *Starting the Work*

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

4.03 *Reference Points*

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

4.04 *Progress Schedule*

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

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

4.05 *Delays in Contractor's Progress*

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

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

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

5.01 *Availability of Lands*

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

5.02 *Use of Site and Other Areas*

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

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

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

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

5.03 *Subsurface and Physical Conditions*

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

5.04 *Differing Subsurface or Physical Conditions*

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

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

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

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

5.05 *Underground Facilities*

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

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

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

5.06 *Hazardous Environmental Conditions at Site*

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

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

ARTICLE 6 – BONDS AND INSURANCE

6.01 *Performance, Payment, and Other Bonds*

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

6.02 *Insurance—General Provisions*

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

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

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

6.03 *Contractor's Insurance*

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

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

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

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

6.04 *Owner's Liability Insurance*

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

6.05 *Property Insurance*

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

5. extend to cover damage or loss to insured property while in temporary storage at the Site or in a storage location outside the Site (but not including property stored at the premises of a manufacturer or Supplier).
 6. extend to cover damage or loss to insured property while in transit.
 7. allow for partial occupation or use of the Work by Owner, such that those portions of the Work that are not yet occupied or used by Owner shall remain covered by the builder's risk insurance.
 8. allow for the waiver of the insurer's subrogation rights, as set forth below.
 9. provide primary coverage for all losses and damages caused by the perils or causes of loss covered.
 10. not include a co-insurance clause.
 11. include an exception for ensuing losses from physical damage or loss with respect to any defective workmanship, design, or materials exclusions.
 12. include performance/hot testing and start-up.
 13. be maintained in effect, subject to the provisions herein regarding Substantial Completion and partial occupancy or use of the Work by Owner, until the Work is complete.
- B. *Notice of Cancellation or Change:* All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained in accordance with this Paragraph 6.05 will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 10 days prior written notice has been given to the purchasing policyholder. Within three days of receipt of any such written notice, the purchasing policyholder shall provide a copy of the notice to each other insured.
- C. *Deductibles:* The purchaser of any required builder's risk or property insurance shall pay for costs not covered because of the application of a policy deductible.
- D. *Partial Occupancy or Use by Owner:* If Owner will occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work as provided in Paragraph 15.04, then Owner (directly, if it is the purchaser of the builder's risk policy, or through Contractor) will provide notice of such occupancy or use to the builder's risk insurer. The builder's risk insurance shall not be canceled or permitted to lapse on account of any such partial use or occupancy; rather, those portions of the Work that are occupied or used by Owner may come off the builder's risk policy, while those portions of the Work not yet occupied or used by Owner shall remain covered by the builder's risk insurance.
- E. *Additional Insurance:* If Contractor elects to obtain other special insurance to be included in or supplement the builder's risk or property insurance policies provided under this Paragraph 6.05, it may do so at Contractor's expense.
- F. *Insurance of Other Property:* If the express insurance provisions of the Contract do not require or address the insurance of a property item or interest, such as tools, construction equipment, or other personal property owned by Contractor, a Subcontractor, or an employee of Contractor or a Subcontractor, then the entity or individual owning such property item will be responsible for deciding whether to insure it, and if so in what amount.

6.06 *Waiver of Rights*

- A. All policies purchased in accordance with Paragraph 6.05, expressly including the builder's risk policy, shall contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any insureds thereunder, or against Engineer or its consultants, or their officers, directors, members, partners, employees, agents, consultants, or subcontractors. Owner and Contractor waive all rights against each other and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Engineer, its consultants, all Subcontractors, all individuals or entities identified in the Supplementary Conditions as insureds, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, under such policies for losses and damages so caused. None of the above waivers shall extend to the rights that any party making such waiver may have to the proceeds of insurance held by Owner or Contractor as trustee or fiduciary, or otherwise payable under any policy so issued.
- B. Owner waives all rights against Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, for:
 - 1. loss due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Owner's property or the Work caused by, arising out of, or resulting from fire or other perils whether or not insured by Owner; and
 - 2. loss or damage to the completed Project or part thereof caused by, arising out of, or resulting from fire or other insured peril or cause of loss covered by any property insurance maintained on the completed Project or part thereof by Owner during partial occupancy or use pursuant to Paragraph 15.04, after Substantial Completion pursuant to Paragraph 15.03, or after final payment pursuant to Paragraph 15.06.
- C. Any insurance policy maintained by Owner covering any loss, damage or consequential loss referred to in Paragraph 6.06.B shall contain provisions to the effect that in the event of payment of any such loss, damage, or consequential loss, the insurers will have no rights of recovery against Contractor, Subcontractors, or Engineer, or the officers, directors, members, partners, employees, agents, consultants, or subcontractors of each and any of them.
- D. Contractor shall be responsible for assuring that the agreement under which a Subcontractor performs a portion of the Work contains provisions whereby the Subcontractor waives all rights against Owner, Contractor, all individuals or entities identified in the Supplementary Conditions as insureds, the Engineer and its consultants, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, relating to, or resulting from any of the perils or causes of loss covered by builder's risk insurance and any other property insurance applicable to the Work.

6.07 *Receipt and Application of Property Insurance Proceeds*

- A. Any insured loss under the builder's risk and other policies of insurance required by Paragraph 6.05 will be adjusted and settled with the named insured that purchased the

policy. Such named insured shall act as fiduciary for the other insureds, and give notice to such other insureds that adjustment and settlement of a claim is in progress. Any other insured may state its position regarding a claim for insured loss in writing within 15 days after notice of such claim.

- B. Proceeds for such insured losses may be made payable by the insurer either jointly to multiple insureds, or to the named insured that purchased the policy in its own right and as fiduciary for other insureds, subject to the requirements of any applicable mortgage clause. A named insured receiving insurance proceeds under the builder's risk and other policies of insurance required by Paragraph 6.05 shall distribute such proceeds in accordance with such agreement as the parties in interest may reach, or as otherwise required under the dispute resolution provisions of this Contract or applicable Laws and Regulations.
- C. If no other special agreement is reached, the damaged Work shall be repaired or replaced, the money so received applied on account thereof, and the Work and the cost thereof covered by Change Order, if needed.

ARTICLE 7 – CONTRACTOR'S RESPONSIBILITIES

7.01 *Supervision and Superintendence*

- A. Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction.
- B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who shall not be replaced without written notice to Owner and Engineer except under extraordinary circumstances.

7.02 *Labor; Working Hours*

- A. Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor shall at all times maintain good discipline and order at the Site.
- B. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours, Monday through Friday. Contractor will not perform Work on a Saturday, Sunday, or any legal holiday. Contractor may perform Work outside regular working hours or on Saturdays, Sundays, or legal holidays only with Owner's written consent, which will not be unreasonably withheld.

7.03 *Services, Materials, and Equipment*

- A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start up, and completion of the Work, whether or not such items are specifically called for in the Contract Documents.
- B. All materials and equipment incorporated into the Work shall be of good quality and new, except as otherwise provided in the Contract Documents. All special warranties and

guarantees required by the Specifications shall expressly run to the benefit of Owner. If required by Engineer, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.

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

7.04 "Or Equals"

- A. Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the Contract Price has been based upon Contractor furnishing such item as specified. The specification or description of such an item is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or equal" item is permitted, Contractor may request that Engineer authorize the use of other items of material or equipment, or items from other proposed suppliers under the circumstances described below.
 - 1. If Engineer in its sole discretion determines that an item of material or equipment proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, Engineer shall deem it an "or equal" item. For the purposes of this paragraph, a proposed item of material or equipment will be considered functionally equal to an item so named if:
 - a. in the exercise of reasonable judgment Engineer determines that:
 - 1) it is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;
 - 2) it will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole;
 - 3) it has a proven record of performance and availability of responsive service; and
 - 4) it is not objectionable to Owner.
 - b. Contractor certifies that, if approved and incorporated into the Work:
 - 1) there will be no increase in cost to the Owner or increase in Contract Times; and
 - 2) it will conform substantially to the detailed requirements of the item named in the Contract Documents.
 - B. *Contractor's Expense*: Contractor shall provide all data in support of any proposed "or equal" item at Contractor's expense.
 - C. *Engineer's Evaluation and Determination*: Engineer will be allowed a reasonable time to evaluate each "or-equal" request. Engineer may require Contractor to furnish additional data about the proposed "or-equal" item. Engineer will be the sole judge of acceptability. No "or-equal" item will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an "or-equal", which will be evidenced by an approved Shop Drawing or other written communication. Engineer will advise Contractor in writing of any negative determination.

- D. *Effect of Engineer's Determination:* Neither approval nor denial of an "or-equal" request shall result in any change in Contract Price. The Engineer's denial of an "or-equal" request shall be final and binding, and may not be reversed through an appeal under any provision of the Contract Documents.
- E. *Treatment as a Substitution Request:* If Engineer determines that an item of material or equipment proposed by Contractor does not qualify as an "or-equal" item, Contractor may request that Engineer considered the proposed item as a substitute pursuant to Paragraph 7.05.

7.05 *Substitutes*

- A. Unless the specification or description of an item of material or equipment required to be furnished under the Contract Documents contains or is followed by words reading that no substitution is permitted, Contractor may request that Engineer authorize the use of other items of material or equipment under the circumstances described below. To the extent possible such requests shall be made before commencement of related construction at the Site.
 - 1. Contractor shall submit sufficient information as provided below to allow Engineer to determine if the item of material or equipment proposed is functionally equivalent to that named and an acceptable substitute therefor. Engineer will not accept requests for review of proposed substitute items of material or equipment from anyone other than Contractor.
 - 2. The requirements for review by Engineer will be as set forth in Paragraph 7.05.B, as supplemented by the Specifications, and as Engineer may decide is appropriate under the circumstances.
 - 3. Contractor shall make written application to Engineer for review of a proposed substitute item of material or equipment that Contractor seeks to furnish or use. The application:
 - a. shall certify that the proposed substitute item will:
 - 1) perform adequately the functions and achieve the results called for by the general design,
 - 2) be similar in substance to that specified, and
 - 3) be suited to the same use as that specified.
 - b. will state:
 - 1) the extent, if any, to which the use of the proposed substitute item will necessitate a change in Contract Times,
 - 2) whether use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for other work on the Project) to adapt the design to the proposed substitute item, and
 - 3) whether incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty.
 - c. will identify:
 - 1) all variations of the proposed substitute item from that specified, and

- 2) available engineering, sales, maintenance, repair, and replacement services.
- d. shall contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including but not limited to changes in Contract Price, shared savings, costs of redesign, and claims of other contractors affected by any resulting change.
- B. *Engineer's Evaluation and Determination:* Engineer will be allowed a reasonable time to evaluate each substitute request, and to obtain comments and direction from Owner. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No substitute will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an acceptable substitute. Engineer's determination will be evidenced by a Field Order or a proposed Change Order accounting for the substitution itself and all related impacts, including changes in Contract Price or Contract Times. Engineer will advise Contractor in writing of any negative determination.
- C. *Special Guarantee:* Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.
- D. *Reimbursement of Engineer's Cost:* Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor. Whether or not Engineer approves a substitute so proposed or submitted by Contractor, Contractor shall reimburse Owner for the reasonable charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the reasonable charges of Engineer for making changes in the Contract Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute.
- E. *Contractor's Expense:* Contractor shall provide all data in support of any proposed substitute at Contractor's expense.
- F. *Effect of Engineer's Determination:* If Engineer approves the substitution request, Contractor shall execute the proposed Change Order and proceed with the substitution. The Engineer's denial of a substitution request shall be final and binding, and may not be reversed through an appeal under any provision of the Contract Documents. Contractor may challenge the scope of reimbursement costs imposed under Paragraph 7.05.D, by timely submittal of a Change Proposal.

7.06 *Concerning Subcontractors, Suppliers, and Others*

- A. Contractor may retain Subcontractors and Suppliers for the performance of parts of the Work. Such Subcontractors and Suppliers must be acceptable to Owner.
- B. Contractor shall retain specific Subcontractors, Suppliers, or other individuals or entities for the performance of designated parts of the Work if required by the Contract to do so.
- C. Subsequent to the submittal of Contractor's Bid or final negotiation of the terms of the Contract, Owner may not require Contractor to retain any Subcontractor, Supplier, or other individual or entity to furnish or perform any of the Work against which Contractor has reasonable objection.
- D. Prior to entry into any binding subcontract or purchase order, Contractor shall submit to Owner the identity of the proposed Subcontractor or Supplier (unless Owner has already deemed such proposed Subcontractor or Supplier acceptable, during the bidding process or otherwise). Such proposed Subcontractor or Supplier shall be deemed acceptable to Owner unless Owner raises a substantive, reasonable objection within five days.

- E. Owner may require the replacement of any Subcontractor, Supplier, or other individual or entity retained by Contractor to perform any part of the Work. Owner also may require Contractor to retain specific replacements; provided, however, that Owner may not require a replacement to which Contractor has a reasonable objection. If Contractor has submitted the identity of certain Subcontractors, Suppliers, or other individuals or entities for acceptance by Owner, and Owner has accepted it (either in writing or by failing to make written objection thereto), then Owner may subsequently revoke the acceptance of any such Subcontractor, Supplier, or other individual or entity so identified solely on the basis of substantive, reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor, Supplier, or other individual or entity.
- F. If Owner requires the replacement of any Subcontractor, Supplier, or other individual or entity retained by Contractor to perform any part of the Work, then Contractor shall be entitled to an adjustment in Contract Price or Contract Times, or both, with respect to the replacement; and Contractor shall initiate a Change Proposal for such adjustment within 30 days of Owner's requirement of replacement.
- G. No acceptance by Owner of any such Subcontractor, Supplier, or other individual or entity, whether initially or as a replacement, shall constitute a waiver of the right of Owner to the completion of the Work in accordance with the Contract Documents.
- H. On a monthly basis Contractor shall submit to Engineer a complete list of all Subcontractors and Suppliers having a direct contract with Contractor, and of all other Subcontractors and Suppliers known to Contractor at the time of submittal.
- I. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of the Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work just as Contractor is responsible for Contractor's own acts and omissions.
- J. Contractor shall be solely responsible for scheduling and coordinating the work of Subcontractors, Suppliers, and all other individuals or entities performing or furnishing any of the Work.
- K. Contractor shall restrict all Subcontractors, Suppliers, and such other individuals or entities performing or furnishing any of the Work from communicating with Engineer or Owner, except through Contractor or in case of an emergency, or as otherwise expressly allowed herein.
- L. The divisions and sections of the Specifications and the identifications of any Drawings shall not control Contractor in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.
- M. All Work performed for Contractor by a Subcontractor or Supplier shall be pursuant to an appropriate contractual agreement that specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of Owner and Engineer.
- N. Owner may furnish to any Subcontractor or Supplier, to the extent practicable, information about amounts paid to Contractor on account of Work performed for Contractor by the particular Subcontractor or Supplier.

O. Nothing in the Contract Documents:

1. shall create for the benefit of any such Subcontractor, Supplier, or other individual or entity any contractual relationship between Owner or Engineer and any such Subcontractor, Supplier, or other individual or entity; nor
2. shall create any obligation on the part of Owner or Engineer to pay or to see to the payment of any money due any such Subcontractor, Supplier, or other individual or entity except as may otherwise be required by Laws and Regulations.

7.07 *Patent Fees and Royalties*

- A. Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if, to the actual knowledge of Owner or Engineer, its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by Owner in the Contract Documents.
- B. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, and its officers, directors, members, partners, employees, agents, consultants, and subcontractors from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device specified in the Contract Documents, but not identified as being subject to payment of any license fee or royalty to others required by patent rights or copyrights.
- C. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents.

7.08 *Permits*

- A. Unless otherwise provided in the Contract Documents, Contractor shall obtain and pay for all construction permits and licenses. Owner shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work which are applicable at the time of the submission of Contractor's Bid (or when Contractor became bound under a negotiated contract). Owner shall pay all charges of utility owners for connections for providing permanent service to the Work

7.09 *Taxes*

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

7.10 *Laws and Regulations*

- A. Contractor shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.
- B. If Contractor performs any Work or takes any other action knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all resulting costs and losses, and shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work or other action. It shall not be Contractor's responsibility to make certain that the Work described in the Contract Documents is in accordance with Laws and Regulations, but this shall not relieve Contractor of Contractor's obligations under Paragraph 3.03.
- C. Owner or Contractor may give notice to the other party of any changes after the submission of Contractor's Bid (or after the date when Contractor became bound under a negotiated contract) in Laws or Regulations having an effect on the cost or time of performance of the Work, including but not limited to changes in Laws or Regulations having an effect on procuring permits and on sales, use, value-added, consumption, and other similar taxes. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times resulting from such changes, then within 30 days of such notice Contractor may submit a Change Proposal, or Owner may initiate a Claim.

7.11 *Record Documents*

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

7.12 *Safety and Protection*

- A. Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. Such responsibility does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with applicable safety Laws and Regulations. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:
 - 1. all persons on the Site or who may be affected by the Work;

2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and
 3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, other work in progress, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.
- B. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify Owner; the owners of adjacent property, Underground Facilities, and other utilities; and other contractors and utility owners performing work at or adjacent to the Site, when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property or work in progress.
 - C. Contractor shall comply with the applicable requirements of Owner's safety programs, if any. The Supplementary Conditions identify any Owner's safety programs that are applicable to the Work.
 - D. Contractor shall inform Owner and Engineer of the specific requirements of Contractor's safety program with which Owner's and Engineer's employees and representatives must comply while at the Site.
 - E. All damage, injury, or loss to any property referred to in Paragraph 7.12.A.2 or 7.12.A.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor at its expense (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner or Engineer or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).
 - F. Contractor's duties and responsibilities for safety and protection shall continue until such time as all the Work is completed and Engineer has issued a notice to Owner and Contractor in accordance with Paragraph 15.06.B that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).
 - G. Contractor's duties and responsibilities for safety and protection shall resume whenever Contractor or any Subcontractor or Supplier returns to the Site to fulfill warranty or correction obligations, or to conduct other tasks arising from the Contract Documents.

7.13 *Safety Representative*

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

7.14 *Hazard Communication Programs*

- A. Contractor shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or

exchanged between or among employers at the Site in accordance with Laws or Regulations.

7.15 *Emergencies*

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

7.16 *Shop Drawings, Samples, and Other Submittals*

A. *Shop Drawing and Sample Submittal Requirements:*

1. Before submitting a Shop Drawing or Sample, Contractor shall have:
 - a. reviewed and coordinated the Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents;
 - b. determined and verified all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto;
 - c. determined and verified the suitability of all materials and equipment offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and
 - d. determined and verified all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto.
2. Each submittal shall bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review of that submittal, and that Contractor approves the submittal.
3. With each submittal, Contractor shall give Engineer specific written notice of any variations that the Shop Drawing or Sample may have from the requirements of the Contract Documents. This notice shall be set forth in a written communication separate from the Shop Drawings or Sample submittal; and, in addition, in the case of Shop Drawings by a specific notation made on each Shop Drawing submitted to Engineer for review and approval of each such variation.

- B. *Submittal Procedures for Shop Drawings and Samples:* Contractor shall submit Shop Drawings and Samples to Engineer for review and approval in accordance with the accepted Schedule of Submittals. Each submittal will be identified as Engineer may require.

1. *Shop Drawings:*

- a. Contractor shall submit the number of copies required in the Specifications.
- b. Data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Contractor proposes to

provide and to enable Engineer to review the information for the limited purposes required by Paragraph 7.16.D.

2. *Samples:*
 - a. Contractor shall submit the number of Samples required in the Specifications.
 - b. Contractor shall clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer may require to enable Engineer to review the submittal for the limited purposes required by Paragraph 7.16.D.
3. Where a Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals, any related Work performed prior to Engineer's review and approval of the pertinent submittal will be at the sole expense and responsibility of Contractor.
- C. *Other Submittals:* Contractor shall submit other submittals to Engineer in accordance with the accepted Schedule of Submittals, and pursuant to the applicable terms of the Specifications.
- D. *Engineer's Review:*
 1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the Schedule of Submittals acceptable to Engineer. Engineer's review and approval will be only to determine if the items covered by the submittals will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.
 2. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions or programs incident thereto.
 3. Engineer's review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.
 4. Engineer's review and approval of a Shop Drawing or Sample shall not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 7.16.A.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer will document any such approved variation from the requirements of the Contract Documents in a Field Order.
 5. Engineer's review and approval of a Shop Drawing or Sample shall not relieve Contractor from responsibility for complying with the requirements of Paragraph 7.16.A and B.
 6. Engineer's review and approval of a Shop Drawing or Sample, or of a variation from the requirements of the Contract Documents, shall not, under any circumstances, change the Contract Times or Contract Price, unless such changes are included in a Change Order.
 7. Neither Engineer's receipt, review, acceptance or approval of a Shop Drawing, Sample, or other submittal shall result in such item becoming a Contract Document.

8. Contractor shall perform the Work in compliance with the requirements and commitments set forth in approved Shop Drawings and Samples, subject to the provisions of Paragraph 7.16.D.4.

E. *Resubmittal Procedures:*

1. Contractor shall make corrections required by Engineer and shall return the required number of corrected copies of Shop Drawings and submit, as required, new Samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous submittals.
2. Contractor shall furnish required submittals with sufficient information and accuracy to obtain required approval of an item with no more than three submittals. Engineer will record Engineer's time for reviewing a fourth or subsequent submittal of a Shop Drawings, sample, or other item requiring approval, and Contractor shall be responsible for Engineer's charges to Owner for such time. Owner may impose a set-off against payments due to Contractor to secure reimbursement for such charges.
3. If Contractor requests a change of a previously approved submittal item, Contractor shall be responsible for Engineer's charges to Owner for its review time, and Owner may impose a set-off against payments due to Contractor to secure reimbursement for such charges, unless the need for such change is beyond the control of Contractor.

7.17 *Contractor's General Warranty and Guarantee*

- A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer and its officers, directors, members, partners, employees, agents, consultants, and subcontractors shall be entitled to rely on Contractor's warranty and guarantee.
- B. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:
 1. abuse, modification, or improper maintenance or operation by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or
 2. normal wear and tear under normal usage.
- C. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of Contractor's obligation to perform the Work in accordance with the Contract Documents:
 1. observations by Engineer;
 2. recommendation by Engineer or payment by Owner of any progress or final payment;
 3. the issuance of a certificate of Substantial Completion by Engineer or any payment related thereto by Owner;
 4. use or occupancy of the Work or any part thereof by Owner;
 5. any review and approval of a Shop Drawing or Sample submittal;
 6. the issuance of a notice of acceptability by Engineer;
 7. any inspection, test, or approval by others; or
 8. any correction of defective Work by Owner.

- D. If the Contract requires the Contractor to accept the assignment of a contract entered into by Owner, then the specific warranties, guarantees, and correction obligations contained in the assigned contract shall govern with respect to Contractor's performance obligations to Owner for the Work described in the assigned contract.

7.18 *Indemnification*

- A. To the fullest extent permitted by Laws and Regulations, and in addition to any other obligations of Contractor under the Contract or otherwise, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable.
- B. In any and all claims against Owner or Engineer or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 7.18.A shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.
- C. The indemnification obligations of Contractor under Paragraph 7.18.A shall not extend to the liability of Engineer and Engineer's officers, directors, members, partners, employees, agents, consultants and subcontractors arising out of:
 - 1. the preparation or approval of, or the failure to prepare or approve maps, Drawings, opinions, reports, surveys, Change Orders, designs, or Specifications; or
 - 2. giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.

7.19 *Delegation of Professional Design Services*

- A. Contractor will not be required to provide professional design services unless such services are specifically required by the Contract Documents for a portion of the Work or unless such services are required to carry out Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. Contractor shall not be required to provide professional services in violation of applicable Laws and Regulations.
- B. If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of Contractor by the Contract Documents, Owner and Engineer will specify all performance and design criteria that such services must satisfy. Contractor shall cause such services or certifications to be provided by a properly licensed professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, and other submittals prepared by such professional. Shop

- Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to Engineer.
- C. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy, and completeness of the services, certifications, or approvals performed by such design professionals, provided Owner and Engineer have specified to Contractor all performance and design criteria that such services must satisfy.
 - D. Pursuant to this paragraph, Engineer's review and approval of design calculations and design drawings will be only for the limited purpose of checking for conformance with performance and design criteria given and the design concept expressed in the Contract Documents. Engineer's review and approval of Shop Drawings and other submittals (except design calculations and design drawings) will be only for the purpose stated in Paragraph 7.16.D.1.
 - E. Contractor shall not be responsible for the adequacy of the performance or design criteria specified by Owner or Engineer.

ARTICLE 8 – OTHER WORK AT THE SITE

8.01 *Other Work*

- A. In addition to and apart from the Work under the Contract Documents, the Owner may perform other work at or adjacent to the Site. Such other work may be performed by Owner's employees, or through contracts between the Owner and third parties. Owner may also arrange to have third-party utility owners perform work on their utilities and facilities at or adjacent to the Site.
- B. If Owner performs other work at or adjacent to the Site with Owner's employees, or through contracts for such other work, then Owner shall give Contractor written notice thereof prior to starting any such other work. If Owner has advance information regarding the start of any utility work at or adjacent to the Site, Owner shall provide such information to Contractor.
- C. Contractor shall afford each other contractor that performs such other work, each utility owner performing other work, and Owner, if Owner is performing other work with Owner's employees, proper and safe access to the Site, and provide a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering such work; provided, however, that Contractor may cut or alter others' work with the written consent of Engineer and the others whose work will be affected.
- D. If the proper execution or results of any part of Contractor's Work depends upon work performed by others under this Article 8, Contractor shall inspect such other work and promptly report to Engineer in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Contractor's Work. Contractor's failure to so report will constitute an acceptance of such other work as fit and proper for integration with Contractor's Work except for latent defects and deficiencies in such other work.

8.02 *Coordination*

- A. If Owner intends to contract with others for the performance of other work at or adjacent to the Site, to perform other work at or adjacent to the Site with Owner's employees, or to arrange to have utility owners perform work at or adjacent to the Site, the following will be set forth in the Supplementary Conditions or provided to Contractor prior to the start of any such other work:
 - 1. the identity of the individual or entity that will have authority and responsibility for coordination of the activities among the various contractors;
 - 2. an itemization of the specific matters to be covered by such authority and responsibility; and
 - 3. the extent of such authority and responsibilities.
- B. Unless otherwise provided in the Supplementary Conditions, Owner shall have sole authority and responsibility for such coordination.

8.03 *Legal Relationships*

- A. If, in the course of performing other work at or adjacent to the Site for Owner, the Owner's employees, any other contractor working for Owner, or any utility owner causes damage to the Work or to the property of Contractor or its Subcontractors, or delays, disrupts, interferes with, or increases the scope or cost of the performance of the Work, through actions or inaction, then Contractor shall be entitled to an equitable adjustment in the Contract Price or the Contract Times, or both. Contractor must submit any Change Proposal seeking an equitable adjustment in the Contract Price or the Contract Times under this paragraph within 30 days of the damaging, delaying, disrupting, or interfering event. The entitlement to, and extent of, any such equitable adjustment shall take into account information (if any) regarding such other work that was provided to Contractor in the Contract Documents prior to the submittal of the Bid or the final negotiation of the terms of the Contract. When applicable, any such equitable adjustment in Contract Price shall be conditioned on Contractor assigning to Owner all Contractor's rights against such other contractor or utility owner with respect to the damage, delay, disruption, or interference that is the subject of the adjustment. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.
- B. Contractor shall take reasonable and customary measures to avoid damaging, delaying, disrupting, or interfering with the work of Owner, any other contractor, or any utility owner performing other work at or adjacent to the Site. If Contractor fails to take such measures and as a result damages, delays, disrupts, or interferes with the work of any such other contractor or utility owner, then Owner may impose a set-off against payments due to Contractor, and assign to such other contractor or utility owner the Owner's contractual rights against Contractor with respect to the breach of the obligations set forth in this paragraph.
- C. When Owner is performing other work at or adjacent to the Site with Owner's employees, Contractor shall be liable to Owner for damage to such other work, and for the reasonable direct delay, disruption, and interference costs incurred by Owner as a result of Contractor's failure to take reasonable and customary measures with respect to Owner's other work. In response to such damage, delay, disruption, or interference, Owner may impose a set-off against payments due to Contractor.

- D. If Contractor damages, delays, disrupts, or interferes with the work of any other contractor, or any utility owner performing other work at or adjacent to the Site, through Contractor's failure to take reasonable and customary measures to avoid such impacts, or if any claim arising out of Contractor's actions, inactions, or negligence in performance of the Work at or adjacent to the Site is made by any such other contractor or utility owner against Contractor, Owner, or Engineer, then Contractor shall (1) promptly attempt to settle the claim as to all parties through negotiations with such other contractor or utility owner, or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law, and (2) indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against any such claims, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such damage, delay, disruption, or interference.

ARTICLE 9 – OWNER'S RESPONSIBILITIES

9.01 *Communications to Contractor*

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

9.02 *Replacement of Engineer*

- A. Owner may at its discretion appoint an engineer to replace Engineer, provided Contractor makes no reasonable objection to the replacement engineer. The replacement engineer's status under the Contract Documents shall be that of the former Engineer.

9.03 *Furnish Data*

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

9.04 *Pay When Due*

- A. Owner shall make payments to Contractor when they are due as provided in the Agreement.

9.05 *Lands and Easements; Reports, Tests, and Drawings*

- A. Owner's duties with respect to providing lands and easements are set forth in Paragraph 5.01.
- B. Owner's duties with respect to providing engineering surveys to establish reference points are set forth in Paragraph 4.03.
- C. Article 5 refers to Owner's identifying and making available to Contractor copies of reports of explorations and tests of conditions at the Site, and drawings of physical conditions relating to existing surface or subsurface structures at the Site.

9.06 *Insurance*

- A. Owner's responsibilities, if any, with respect to purchasing and maintaining liability and property insurance are set forth in Article 6.

9.07 *Change Orders*

- A. Owner's responsibilities with respect to Change Orders are set forth in Article 11.

9.08 *Inspections, Tests, and Approvals*

- A. Owner's responsibility with respect to certain inspections, tests, and approvals is set forth in Paragraph 14.02.B.

9.09 *Limitations on Owner's Responsibilities*

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

9.10 *Undisclosed Hazardous Environmental Condition*

- A. Owner's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in Paragraph 5.06.

9.11 *Evidence of Financial Arrangements*

- A. Upon request of Contractor, Owner shall furnish Contractor reasonable evidence that financial arrangements have been made to satisfy Owner's obligations under the Contract Documents (including obligations under proposed changes in the Work).

9.12 *Safety Programs*

- A. While at the Site, Owner's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Owner has been informed.
- B. Owner shall furnish copies of any applicable Owner safety programs to Contractor.

ARTICLE 10 – ENGINEER'S STATUS DURING CONSTRUCTION

10.01 *Owner's Representative*

- A. Engineer will be Owner's representative during the construction period. The duties and responsibilities and the limitations of authority of Engineer as Owner's representative during construction are set forth in the Contract.

10.02 *Visits to Site*

- A. Engineer will make visits to the Site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe as an experienced and qualified design professional the progress that has been made and the quality of the various aspects of Contractor's executed Work. Based on information obtained during such visits and observations, Engineer, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. Engineer's efforts will be directed toward providing for Owner a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, Engineer will keep Owner informed of the progress of the Work and will endeavor to guard Owner against defective Work.
- B. Engineer's visits and observations are subject to all the limitations on Engineer's authority and responsibility set forth in Paragraph 10.08. Particularly, but without limitation, during

or as a result of Engineer's visits or observations of Contractor's Work, Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work.

10.03 *Project Representative*

- A. If Owner and Engineer have agreed that Engineer will furnish a Resident Project Representative to represent Engineer at the Site and assist Engineer in observing the progress and quality of the Work, then the authority and responsibilities of any such Resident Project Representative will be as provided in the Supplementary Conditions, and limitations on the responsibilities thereof will be as provided in Paragraph 10.08. If Owner designates another representative or agent to represent Owner at the Site who is not Engineer's consultant, agent, or employee, the responsibilities and authority and limitations thereon of such other individual or entity will be as provided in the Supplementary Conditions.

10.04 *Rejecting Defective Work*

- A. Engineer has the authority to reject Work in accordance with Article 14.

10.05 *Shop Drawings, Change Orders and Payments*

- A. Engineer's authority, and limitations thereof, as to Shop Drawings and Samples, are set forth in Paragraph 7.16.
- B. Engineer's authority, and limitations thereof, as to design calculations and design drawings submitted in response to a delegation of professional design services, if any, are set forth in Paragraph 7.19.
- C. Engineer's authority as to Change Orders is set forth in Article 11.
- D. Engineer's authority as to Applications for Payment is set forth in Article 15.

10.06 *Determinations for Unit Price Work*

- A. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor as set forth in Paragraph 13.03.

10.07 *Decisions on Requirements of Contract Documents and Acceptability of Work*

- A. Engineer will render decisions regarding the requirements of the Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth herein for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, Engineer will not show partiality to Owner or Contractor, and will not be liable to Owner, Contractor, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.

10.08 *Limitations on Engineer's Authority and Responsibilities*

- A. Neither Engineer's authority or responsibility under this Article 10 or under any other provision of the Contract, nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer, shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.

- B. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.
- C. Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.
- D. Engineer's review of the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Paragraph 15.06.A will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals, that the results certified indicate compliance with the Contract Documents.
- E. The limitations upon authority and responsibility set forth in this Paragraph 10.08 shall also apply to the Resident Project Representative, if any.

10.09 *Compliance with Safety Program*

- A. While at the Site, Engineer's employees and representatives will comply with the specific applicable requirements of Owner's and Contractor's safety programs (if any) of which Engineer has been informed.

ARTICLE 11 – AMENDING THE CONTRACT DOCUMENTS; CHANGES IN THE WORK

11.01 *Amending and Supplementing Contract Documents*

- A. The Contract Documents may be amended or supplemented by a Change Order, a Work Change Directive, or a Field Order.
 - 1. *Change Orders:*
 - a. If an amendment or supplement to the Contract Documents includes a change in the Contract Price or the Contract Times, such amendment or supplement must be set forth in a Change Order. A Change Order also may be used to establish amendments and supplements of the Contract Documents that do not affect the Contract Price or Contract Times.
 - b. Owner and Contractor may amend those terms and conditions of the Contract Documents that do not involve (1) the performance or acceptability of the Work, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, without the recommendation of the Engineer. Such an amendment shall be set forth in a Change Order.
 - 2. *Work Change Directives:* A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the modification ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order, following negotiations by the parties as to the Work Change Directive's effect, if any, on the Contract Price and Contract Times; or, if negotiations are unsuccessful, by a determination under the terms of the Contract Documents governing adjustments, expressly including Paragraph 11.04 regarding change of Contract Price. Contractor must submit any Change Proposal seeking an

adjustment of the Contract Price or the Contract Times, or both, no later than 30 days after the completion of the Work set out in the Work Change Directive. Owner must submit any Claim seeking an adjustment of the Contract Price or the Contract Times, or both, no later than 60 days after issuance of the Work Change Directive.

3. *Field Orders:* Engineer may authorize minor changes in the Work if the changes do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Such changes will be accomplished by a Field Order and will be binding on Owner and also on Contractor, which shall perform the Work involved promptly. If Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, or both, then before proceeding with the Work at issue, Contractor shall submit a Change Proposal as provided herein.

11.02 *Owner-Authorized Changes in the Work*

- A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work. Such changes shall be supported by Engineer's recommendation, to the extent the change involves the design (as set forth in the Drawings, Specifications, or otherwise), or other engineering or technical matters. Such changes may be accomplished by a Change Order, if Owner and Contractor have agreed as to the effect, if any, of the changes on Contract Times or Contract Price; or by a Work Change Directive. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved; or, in the case of a deletion in the Work, promptly cease construction activities with respect to such deleted Work. Added or revised Work shall be performed under the applicable conditions of the Contract Documents. Nothing in this paragraph shall obligate Contractor to undertake work that Contractor reasonably concludes cannot be performed in a manner consistent with Contractor's safety obligations under the Contract Documents or Laws and Regulations.

11.03 *Unauthorized Changes in the Work*

- A. Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents, as amended, modified, or supplemented, except in the case of an emergency as provided in Paragraph 7.15 or in the case of uncovering Work as provided in Paragraph 14.05.

11.04 *Change of Contract Price*

- A. The Contract Price may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Price shall comply with the provisions of Paragraph 11.06. Any Claim for an adjustment of Contract Price shall comply with the provisions of Article 12.
- B. An adjustment in the Contract Price will be determined as follows:
 1. where the Work involved is covered by unit prices contained in the Contract Documents, then by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 13.03); or
 2. where the Work involved is not covered by unit prices contained in the Contract Documents, then by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 11.04.C.2); or
 3. where the Work involved is not covered by unit prices contained in the Contract Documents and the parties do not reach mutual agreement to a lump sum, then on

the basis of the Cost of the Work (determined as provided in Paragraph 13.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 11.04.C).

- C. *Contractor's Fee:* When applicable, the Contractor's fee for overhead and profit shall be determined as follows:
1. a mutually acceptable fixed fee; or
 2. if a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:
 - a. for costs incurred under Paragraphs 13.01.B.1 and 13.01.B.2, the Contractor's fee shall be 15 percent;
 - b. for costs incurred under Paragraph 13.01.B.3, the Contractor's fee shall be five percent;
 - c. where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraphs 11.01.C.2.a and 11.01.C.2.b is that the Contractor's fee shall be based on: (1) a fee of 15 percent of the costs incurred under Paragraphs 13.01.A.1 and 13.01.A.2 by the Subcontractor that actually performs the Work, at whatever tier, and (2) with respect to Contractor itself and to any Subcontractors of a tier higher than that of the Subcontractor that actually performs the Work, a fee of five percent of the amount (fee plus underlying costs incurred) attributable to the next lower tier Subcontractor; provided, however, that for any such subcontracted work the maximum total fee to be paid by Owner shall be no greater than 27 percent of the costs incurred by the Subcontractor that actually performs the work;
 - d. no fee shall be payable on the basis of costs itemized under Paragraphs 13.01.B.4, 13.01.B.5, and 13.01.C;
 - e. the amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in cost will be the amount of the actual net decrease in cost plus a deduction in Contractor's fee by an amount equal to five percent of such net decrease; and
 - f. when both additions and credits are involved in any one change, the adjustment in Contractor's fee shall be computed on the basis of the net change in accordance with Paragraphs 11.04.C.2.a through 11.04.C.2.e, inclusive.

11.05 *Change of Contract Times*

- A. The Contract Times may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Times shall comply with the provisions of Paragraph 11.06. Any Claim for an adjustment in the Contract Times shall comply with the provisions of Article 12.
- B. An adjustment of the Contract Times shall be subject to the limitations set forth in Paragraph 4.05, concerning delays in Contractor's progress.

11.06 *Change Proposals*

- A. Contractor shall submit a Change Proposal to Engineer to request an adjustment in the Contract Times or Contract Price; appeal an initial decision by Engineer concerning the requirements of the Contract Documents or relating to the acceptability of the Work under the Contract Documents; contest a set-off against payment due; or seek other relief under

the Contract. The Change Proposal shall specify any proposed change in Contract Times or Contract Price, or both, or other proposed relief, and explain the reason for the proposed change, with citations to any governing or applicable provisions of the Contract Documents.

1. *Procedures:* Contractor shall submit each Change Proposal to Engineer promptly (but in no event later than 30 days) after the start of the event giving rise thereto, or after such initial decision. The Contractor shall submit supporting data, including the proposed change in Contract Price or Contract Time (if any), to the Engineer and Owner within 15 days after the submittal of the Change Proposal. The supporting data shall be accompanied by a written statement that the supporting data are accurate and complete, and that any requested time or price adjustment is the entire adjustment to which Contractor believes it is entitled as a result of said event. Engineer will advise Owner regarding the Change Proposal, and consider any comments or response from Owner regarding the Change Proposal.
 2. *Engineer's Action:* Engineer will review each Change Proposal and, within 30 days after receipt of the Contractor's supporting data, either deny the Change Proposal in whole, approve it in whole, or deny it in part and approve it in part. Such actions shall be in writing, with a copy provided to Owner and Contractor. If Engineer does not take action on the Change Proposal within 30 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of Engineer's inaction the Change Proposal is deemed denied, thereby commencing the time for appeal of the denial under Article 12.
 3. *Binding Decision:* Engineer's decision will be final and binding upon Owner and Contractor, unless Owner or Contractor appeals the decision by filing a Claim under Article 12.
- B. *Resolution of Certain Change Proposals:* If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties that the Engineer is unable to resolve the Change Proposal. For purposes of further resolution of such a Change Proposal, such notice shall be deemed a denial, and Contractor may choose to seek resolution under the terms of Article 12.

11.07 Execution of Change Orders

- A. Owner and Contractor shall execute appropriate Change Orders covering:
1. changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive;
 2. changes in Contract Price resulting from an Owner set-off, unless Contractor has duly contested such set-off;
 3. changes in the Work which are: (a) ordered by Owner pursuant to Paragraph 11.02, (b) required because of Owner's acceptance of defective Work under Paragraph 14.04 or Owner's correction of defective Work under Paragraph 14.07, or (c) agreed to by the parties, subject to the need for Engineer's recommendation if the change in the Work involves the design (as set forth in the Drawings, Specifications, or otherwise), or other engineering or technical matters; and
 4. changes in the Contract Price or Contract Times, or other changes, which embody the substance of any final and binding results under Paragraph 11.06, or Article 12.

- B. If Owner or Contractor refuses to execute a Change Order that is required to be executed under the terms of this Paragraph 11.07, it shall be deemed to be of full force and effect, as if fully executed.

11.08 *Notification to Surety*

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

ARTICLE 12 – CLAIMS

12.01 *Claims*

- A. *Claims Process:* The following disputes between Owner and Contractor shall be submitted to the Claims process set forth in this Article:
 - 1. Appeals by Owner or Contractor of Engineer's decisions regarding Change Proposals;
 - 2. Owner demands for adjustments in the Contract Price or Contract Times, or other relief under the Contract Documents; and
 - 3. Disputes that Engineer has been unable to address because they do not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters.
- B. *Submittal of Claim:* The party submitting a Claim shall deliver it directly to the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto; in the case of appeals regarding Change Proposals within 30 days of the decision under appeal. The party submitting the Claim shall also furnish a copy to the Engineer, for its information only. The responsibility to substantiate a Claim shall rest with the party making the Claim. In the case of a Claim by Contractor seeking an increase in the Contract Times or Contract Price, or both, Contractor shall certify that the Claim is made in good faith, that the supporting data are accurate and complete, and that to the best of Contractor's knowledge and belief the amount of time or money requested accurately reflects the full amount to which Contractor is entitled.
- C. *Review and Resolution:* The party receiving a Claim shall review it thoroughly, giving full consideration to its merits. The two parties shall seek to resolve the Claim through the exchange of information and direct negotiations. The parties may extend the time for resolving the Claim by mutual agreement. All actions taken on a Claim shall be stated in writing and submitted to the other party, with a copy to Engineer.
- D. *Mediation:*
 - 1. At any time after initiation of a Claim, Owner and Contractor may mutually agree to mediation of the underlying dispute. The agreement to mediate shall stay the Claim submittal and response process.
 - 2. If Owner and Contractor agree to mediation, then after 60 days from such agreement, either Owner or Contractor may unilaterally terminate the mediation process, and the Claim submittal and decision process shall resume as of the date of the termination. If the mediation proceeds but is unsuccessful in resolving the dispute, the Claim

submittal and decision process shall resume as of the date of the conclusion of the mediation, as determined by the mediator.

3. Owner and Contractor shall each pay one-half of the mediator's fees and costs.
- E. *Partial Approval*: If the party receiving a Claim approves the Claim in part and denies it in part, such action shall be final and binding unless within 30 days of such action the other party invokes the procedure set forth in Article 17 for final resolution of disputes.
- F. *Denial of Claim*: If efforts to resolve a Claim are not successful, the party receiving the Claim may deny it by giving written notice of denial to the other party. If the receiving party does not take action on the Claim within 90 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of the inaction, the Claim is deemed denied, thereby commencing the time for appeal of the denial. A denial of the Claim shall be final and binding unless within 30 days of the denial the other party invokes the procedure set forth in Article 17 for the final resolution of disputes.
- G. *Final and Binding Results*: If the parties reach a mutual agreement regarding a Claim, whether through approval of the Claim, direct negotiations, mediation, or otherwise; or if a Claim is approved in part and denied in part, or denied in full, and such actions become final and binding; then the results of the agreement or action on the Claim shall be incorporated in a Change Order to the extent they affect the Contract, including the Work, the Contract Times, or the Contract Price.

ARTICLE 13 – COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK

13.01 Cost of the Work

- A. *Purposes for Determination of Cost of the Work*: The term Cost of the Work means the sum of all costs necessary for the proper performance of the Work at issue, as further defined below. The provisions of this Paragraph 13.01 are used for two distinct purposes:
 1. To determine Cost of the Work when Cost of the Work is a component of the Contract Price, under cost-plus-fee, time-and-materials, or other cost-based terms; or
 2. To determine the value of a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price. When the value of any such adjustment is determined on the basis of Cost of the Work, Contractor is entitled only to those additional or incremental costs required because of the change in the Work or because of the event giving rise to the adjustment.
- B. *Costs Included*: Except as otherwise may be agreed to in writing by Owner, costs included in the Cost of the Work shall be in amounts no higher than those prevailing in the locality of the Project, shall not include any of the costs itemized in Paragraph 13.01.C, and shall include only the following items:
 1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor. Such employees shall include, without limitation, superintendents, foremen, and other personnel employed full time on the Work. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits, which shall include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, and vacation and holiday pay applicable

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

2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts shall accrue to Owner. All trade discounts, rebates, and refunds and returns from sale of surplus materials and equipment shall accrue to Owner, and Contractor shall make provisions so that they may be obtained.
3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from subcontractors acceptable to Owner and Contractor and shall deliver such bids to Owner, who will then determine, with the advice of Engineer, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee shall be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 13.01.
4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed for services specifically related to the Work.
5. Supplemental costs including the following:
 - a. The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.
 - b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Contractor.
 - c. Rentals of all construction equipment and machinery, and the parts thereof, whether rented from Contractor or others in accordance with rental agreements approved by Owner with the advice of Engineer, and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.
 - d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, as imposed by Laws and Regulations.
 - e. Deposits lost for causes other than negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.
 - f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of property insurance established in accordance with Paragraph 6.05), provided such losses and damages have resulted from causes

other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses shall be included in the Cost of the Work for the purpose of determining Contractor's fee.

- g. The cost of utilities, fuel, and sanitary facilities at the Site.
- h. Minor expenses such as communication service at the Site, express and courier services, and similar petty cash items in connection with the Work.
- i. The costs of premiums for all bonds and insurance that Contractor is required by the Contract Documents to purchase and maintain.

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

- 1. Payroll costs and other compensation of Contractor's officers, executives, principals (of partnerships and sole proprietorships), general managers, safety managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 13.01.B.1 or specifically covered by Paragraph 13.01.B.4. The payroll costs and other compensation excluded here are to be considered administrative costs covered by the Contractor's fee.
- 2. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.
- 3. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.
- 4. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.
- 5. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraph 13.01.B.

D. *Contractor's Fee:* When the Work as a whole is performed on the basis of cost-plus, Contractor's fee shall be determined as set forth in the Agreement. When the value of any Work covered by a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price is determined on the basis of Cost of the Work, Contractor's fee shall be determined as set forth in Paragraph 11.04.C.

E. *Documentation:* Whenever the Cost of the Work for any purpose is to be determined pursuant to this Article 13, Contractor will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in a form acceptable to Engineer an itemized cost breakdown together with supporting data.

13.02 Allowances

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

- B. *Cash Allowances*: Contractor agrees that:
 - 1. the cash allowances include the cost to Contractor (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and
 - 2. Contractor's costs for unloading and handling on the Site, labor, installation, overhead, profit, and other expenses contemplated for the cash allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment on account of any of the foregoing will be valid.
- C. *Contingency Allowance*: Contractor agrees that a contingency allowance, if any, is for the sole use of Owner to cover unanticipated costs.
- D. Prior to final payment, an appropriate Change Order will be issued as recommended by Engineer to reflect actual amounts due Contractor on account of Work covered by allowances, and the Contract Price shall be correspondingly adjusted.

13.03 *Unit Price Work*

- A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.
- B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Payments to Contractor for Unit Price Work will be based on actual quantities.
- C. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.
- D. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Engineer will review with Contractor the Engineer's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). Engineer's written decision thereon will be final and binding (except as modified by Engineer to reflect changed factual conditions or more accurate data) upon Owner and Contractor, subject to the provisions of the following paragraph.
- E. Within 30 days of Engineer's written decision under the preceding paragraph, Contractor may submit a Change Proposal, or Owner may file a Claim, seeking an adjustment in the Contract Price if:
 - 1. the quantity of any item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement;
 - 2. there is no corresponding adjustment with respect to any other item of Work; and
 - 3. Contractor believes that it is entitled to an increase in Contract Price as a result of having incurred additional expense or Owner believes that Owner is entitled to a decrease in Contract Price, and the parties are unable to agree as to the amount of any such increase or decrease.

ARTICLE 14 – TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

14.01 *Access to Work*

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

14.02 *Tests, Inspections, and Approvals*

- A. Contractor shall give Engineer timely notice of readiness of the Work (or specific parts thereof) for all required inspections and tests, and shall cooperate with inspection and testing personnel to facilitate required inspections and tests.
- B. Owner shall retain and pay for the services of an independent inspector, testing laboratory, or other qualified individual or entity to perform all inspections and tests expressly required by the Contract Documents to be furnished and paid for by Owner, except that costs incurred in connection with tests or inspections of covered Work shall be governed by the provisions of Paragraph 14.05.
- C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Engineer the required certificates of inspection or approval.
- D. Contractor shall be responsible for arranging, obtaining, and paying for all inspections and tests required:
 - 1. by the Contract Documents, unless the Contract Documents expressly allocate responsibility for a specific inspection or test to Owner;
 - 2. to attain Owner's and Engineer's acceptance of materials or equipment to be incorporated in the Work;
 - 3. by manufacturers of equipment furnished under the Contract Documents;
 - 4. for testing, adjusting, and balancing of mechanical, electrical, and other equipment to be incorporated into the Work; and
 - 5. for acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work.

Such inspections and tests shall be performed by independent inspectors, testing laboratories, or other qualified individuals or entities acceptable to Owner and Engineer.

- E. If the Contract Documents require the Work (or part thereof) to be approved by Owner, Engineer, or another designated individual or entity, then Contractor shall assume full responsibility for arranging and obtaining such approvals.
- F. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, Contractor shall, if requested by Engineer, uncover such Work for observation. Such uncovering shall be at Contractor's expense unless Contractor had given Engineer timely notice of Contractor's intention to

cover the same and Engineer had not acted with reasonable promptness in response to such notice.

14.03 *Defective Work*

- A. *Contractor's Obligation*: It is Contractor's obligation to assure that the Work is not defective.
- B. *Engineer's Authority*: Engineer has the authority to determine whether Work is defective, and to reject defective Work.
- C. *Notice of Defects*: Prompt notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor.
- D. *Correction, or Removal and Replacement*: Promptly after receipt of written notice of defective Work, Contractor shall correct all such defective Work, whether or not fabricated, installed, or completed, or, if Engineer has rejected the defective Work, remove it from the Project and replace it with Work that is not defective.
- E. *Preservation of Warranties*: When correcting defective Work, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.
- F. *Costs and Damages*: In addition to its correction, removal, and replacement obligations with respect to defective Work, Contractor shall pay all claims, costs, losses, and damages arising out of or relating to defective Work, including but not limited to the cost of the inspection, testing, correction, removal, replacement, or reconstruction of such defective Work, fines levied against Owner by governmental authorities because the Work is defective, and the costs of repair or replacement of work of others resulting from defective Work. Prior to final payment, if Owner and Contractor are unable to agree as to the measure of such claims, costs, losses, and damages resulting from defective Work, then Owner may impose a reasonable set-off against payments due under Article 15.

14.04 *Acceptance of Defective Work*

- A. If, instead of requiring correction or removal and replacement of defective Work, Owner prefers to accept it, Owner may do so (subject, if such acceptance occurs prior to final payment, to Engineer's confirmation that such acceptance is in general accord with the design intent and applicable engineering principles, and will not endanger public safety). Contractor shall pay all claims, costs, losses, and damages attributable to Owner's evaluation of and determination to accept such defective Work (such costs to be approved by Engineer as to reasonableness), and for the diminished value of the Work to the extent not otherwise paid by Contractor. If any such acceptance occurs prior to final payment, the necessary revisions in the Contract Documents with respect to the Work shall be incorporated in a Change Order. If the parties are unable to agree as to the decrease in the Contract Price, reflecting the diminished value of Work so accepted, then Owner may impose a reasonable set-off against payments due under Article 15. If the acceptance of defective Work occurs after final payment, Contractor shall pay an appropriate amount to Owner.

14.05 *Uncovering Work*

- A. Engineer has the authority to require special inspection or testing of the Work, whether or not the Work is fabricated, installed, or completed.

- B. If any Work is covered contrary to the written request of Engineer, then Contractor shall, if requested by Engineer, uncover such Work for Engineer's observation, and then replace the covering, all at Contractor's expense.
- C. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, then Contractor, at Engineer's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Engineer may require, that portion of the Work in question, and provide all necessary labor, material, and equipment.
 - 1. If it is found that the uncovered Work is defective, Contractor shall be responsible for all claims, costs, losses, and damages arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and pending Contractor's full discharge of this responsibility the Owner shall be entitled to impose a reasonable set-off against payments due under Article 15.
 - 2. If the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, then Contractor may submit a Change Proposal within 30 days of the determination that the Work is not defective.

14.06 *Owner May Stop the Work*

- A. If the Work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, then Owner may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of Owner to stop the Work shall not give rise to any duty on the part of Owner to exercise this right for the benefit of Contractor, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

14.07 *Owner May Correct Defective Work*

- A. If Contractor fails within a reasonable time after written notice from Engineer to correct defective Work, or to remove and replace rejected Work as required by Engineer, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any other provision of the Contract Documents, then Owner may, after seven days written notice to Contractor, correct or remedy any such deficiency.
- B. In exercising the rights and remedies under this Paragraph 14.07, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, and incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner's representatives, agents and employees, Owner's other contractors, and Engineer and Engineer's consultants access to the Site to enable Owner to exercise the rights and remedies under this paragraph.
- C. All claims, costs, losses, and damages incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 14.07 will be charged against Contractor as set-offs against payments due under Article 15. Such claims, costs, losses and damages will

include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.

- D. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies under this Paragraph 14.07.

ARTICLE 15 – PAYMENTS TO CONTRACTOR; SET-OFFS; COMPLETION; CORRECTION PERIOD

15.01 Progress Payments

- A. *Basis for Progress Payments:* The Schedule of Values established as provided in Article 2 will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to Engineer. Progress payments on account of Unit Price Work will be based on the number of units completed during the pay period, as determined under the provisions of Paragraph 13.03. Progress payments for cost-based Work will be based on Cost of the Work completed by Contractor during the pay period.
- B. *Applications for Payments:*
1. At least 20 days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to Engineer for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice, or other documentation warranting that Owner has received the materials and equipment free and clear of all Liens, and evidence that the materials and equipment are covered by appropriate property insurance, a warehouse bond, or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.
 2. Beginning with the second Application for Payment, each Application shall include an affidavit of Contractor stating that all previous progress payments received on account of the Work have been applied on account to discharge Contractor's legitimate obligations associated with prior Applications for Payment.
 3. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.
- C. *Review of Applications:*
1. Engineer will, within 10 days after receipt of each Application for Payment, including each resubmittal, either indicate in writing a recommendation of payment and present the Application to Owner, or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.
 2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's observations of the executed Work as an experienced and qualified design professional, and on Engineer's review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:

- a. the Work has progressed to the point indicated;
 - b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, the results of any subsequent tests called for in the Contract Documents, a final determination of quantities and classifications for Unit Price Work under Paragraph 13.03, and any other qualifications stated in the recommendation); and
 - c. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work.
3. By recommending any such payment Engineer will not thereby be deemed to have represented that:
- a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract; or
 - b. there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.
4. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose responsibility on Engineer:
- a. to supervise, direct, or control the Work, or
 - b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or
 - c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work, or
 - d. to make any examination to ascertain how or for what purposes Contractor has used the money paid on account of the Contract Price, or
 - e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.
5. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 15.01.C.2.
6. Engineer will recommend reductions in payment (set-offs) necessary in Engineer's opinion to protect Owner from loss because:
- a. the Work is defective, requiring correction or replacement;
 - b. the Contract Price has been reduced by Change Orders;
 - c. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;
 - d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible; or

- e. Engineer has actual knowledge of the occurrence of any of the events that would constitute a default by Contractor and therefore justify termination for cause under the Contract Documents.
- D. *Payment Becomes Due:*
- 1. Ten days after presentation of the Application for Payment to Owner with Engineer's recommendation, the amount recommended (subject to any Owner set-offs) will become due, and when due will be paid by Owner to Contractor.
- E. *Reductions in Payment by Owner:*
- 1. In addition to any reductions in payment (set-offs) recommended by Engineer, Owner is entitled to impose a set-off against payment based on any of the following:
 - a. claims have been made against Owner on account of Contractor's conduct in the performance or furnishing of the Work, or Owner has incurred costs, losses, or damages on account of Contractor's conduct in the performance or furnishing of the Work, including but not limited to claims, costs, losses, or damages from workplace injuries, adjacent property damage, non-compliance with Laws and Regulations, and patent infringement;
 - b. Contractor has failed to take reasonable and customary measures to avoid damage, delay, disruption, and interference with other work at or adjacent to the Site;
 - c. Contractor has failed to provide and maintain required bonds or insurance;
 - d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible;
 - e. Owner has incurred extra charges or engineering costs related to submittal reviews, evaluations of proposed substitutes, tests and inspections, or return visits to manufacturing or assembly facilities;
 - f. the Work is defective, requiring correction or replacement;
 - g. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;
 - h. the Contract Price has been reduced by Change Orders;
 - i. an event that would constitute a default by Contractor and therefore justify a termination for cause has occurred;
 - j. liquidated damages have accrued as a result of Contractor's failure to achieve Milestones, Substantial Completion, or final completion of the Work;
 - k. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens;
 - l. there are other items entitling Owner to a set off against the amount recommended.
 - 2. If Owner imposes any set-off against payment, whether based on its own knowledge or on the written recommendations of Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and the specific amount of the reduction, and promptly pay Contractor any amount

remaining after deduction of the amount so withheld. Owner shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, if Contractor remedies the reasons for such action. The reduction imposed shall be binding on Contractor unless it duly submits a Change Proposal contesting the reduction.

3. Upon a subsequent determination that Owner's refusal of payment was not justified, the amount wrongfully withheld shall be treated as an amount due as determined by Paragraph 15.01.C.1 and subject to interest as provided in the Agreement.

15.02 *Contractor's Warranty of Title*

- A. Contractor warrants and guarantees that title to all Work, materials, and equipment furnished under the Contract will pass to Owner free and clear of (1) all Liens and other title defects, and (2) all patent, licensing, copyright, or royalty obligations, no later than seven days after the time of payment by Owner.

15.03 *Substantial Completion*

- A. When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner and Engineer in writing that the entire Work is substantially complete and request that Engineer issue a certificate of Substantial Completion. Contractor shall at the same time submit to Owner and Engineer an initial draft of punch list items to be completed or corrected before final payment.
- B. Promptly after Contractor's notification, Owner, Contractor, and Engineer shall make an inspection of the Work to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor in writing giving the reasons therefor.
- C. If Engineer considers the Work substantially complete, Engineer will deliver to Owner a preliminary certificate of Substantial Completion which shall fix the date of Substantial Completion. Engineer shall attach to the certificate a punch list of items to be completed or corrected before final payment. Owner shall have seven days after receipt of the preliminary certificate during which to make written objection to Engineer as to any provisions of the certificate or attached punch list. If, after considering the objections to the provisions of the preliminary certificate, Engineer concludes that the Work is not substantially complete, Engineer will, within 14 days after submission of the preliminary certificate to Owner, notify Contractor in writing that the Work is not substantially complete, stating the reasons therefor. If Owner does not object to the provisions of the certificate, or if despite consideration of Owner's objections Engineer concludes that the Work is substantially complete, then Engineer will, within said 14 days, execute and deliver to Owner and Contractor a final certificate of Substantial Completion (with a revised punch list of items to be completed or corrected) reflecting such changes from the preliminary certificate as Engineer believes justified after consideration of any objections from Owner.
- D. At the time of receipt of the preliminary certificate of Substantial Completion, Owner and Contractor will confer regarding Owner's use or occupancy of the Work following Substantial Completion, review the builder's risk insurance policy with respect to the end of the builder's risk coverage, and confirm the transition to coverage of the Work under a permanent property insurance policy held by Owner. Unless Owner and Contractor agree otherwise in writing, Owner shall bear responsibility for security, operation, protection of the Work, property insurance, maintenance, heat, and utilities upon Owner's use or occupancy of the Work.

- E. After Substantial Completion the Contractor shall promptly begin work on the punch list of items to be completed or corrected prior to final payment. In appropriate cases Contractor may submit monthly Applications for Payment for completed punch list items, following the progress payment procedures set forth above.
- F. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to remove its property and complete or correct items on the punch list.

15.04 *Partial Use or Occupancy*

- A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner, Engineer, and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended purpose without significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions:
 - 1. At any time Owner may request in writing that Contractor permit Owner to use or occupy any such part of the Work that Owner believes to be substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor, Owner, and Engineer will follow the procedures of Paragraph 15.03.A through E for that part of the Work.
 - 2. At any time Contractor may notify Owner and Engineer in writing that Contractor considers any such part of the Work substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.
 - 3. Within a reasonable time after either such request, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefor. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 15.03 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.
 - 4. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 6.05 regarding builder's risk or other property insurance.

15.05 *Final Inspection*

- A. Upon written notice from Contractor that the entire Work or an agreed portion thereof is complete, Engineer will promptly make a final inspection with Owner and Contractor and will notify Contractor in writing of all particulars in which this inspection reveals that the Work, or agreed portion thereof, is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

15.06 *Final Payment*

- A. *Application for Payment:*
 - 1. After Contractor has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of

inspection, annotated record documents (as provided in Paragraph 7.11), and other documents, Contractor may make application for final payment.

2. The final Application for Payment shall be accompanied (except as previously delivered) by:
 - a. all documentation called for in the Contract Documents;
 - b. consent of the surety, if any, to final payment;
 - c. satisfactory evidence that all title issues have been resolved such that title to all Work, materials, and equipment has passed to Owner free and clear of any Liens or other title defects, or will so pass upon final payment.
 - d. a list of all disputes that Contractor believes are unsettled; and
 - e. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of the Work, and of Liens filed in connection with the Work.
3. In lieu of the releases or waivers of Liens specified in Paragraph 15.06.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (a) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (b) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner might in any way be responsible, or which might in any way result in liens or other burdens on Owner's property, have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien, or Owner at its option may issue joint checks payable to Contractor and specified Subcontractors and Suppliers.

B. *Engineer's Review of Application and Acceptance:*

1. If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor's other obligations under the Contract have been fulfilled, Engineer will, within ten days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of final payment and present the Application for Payment to Owner for payment. Such recommendation shall account for any set-offs against payment that are necessary in Engineer's opinion to protect Owner from loss for the reasons stated above with respect to progress payments. At the same time Engineer will also give written notice to Owner and Contractor that the Work is acceptable, subject to the provisions of Paragraph 15.07. Otherwise, Engineer will return the Application for Payment to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.

C. *Completion of Work:* The Work is complete (subject to surviving obligations) when it is ready for final payment as established by the Engineer's written recommendation of final payment.

D. *Payment Becomes Due:* Thirty days after the presentation to Owner of the final Application for Payment and accompanying documentation, the amount recommended by Engineer (less any further sum Owner is entitled to set off against Engineer's recommendation,

including but not limited to set-offs for liquidated damages and set-offs allowed under the provisions above with respect to progress payments) will become due and shall be paid by Owner to Contractor.

15.07 *Waiver of Claims*

- A. The making of final payment will not constitute a waiver by Owner of claims or rights against Contractor. Owner expressly reserves claims and rights arising from unsettled Liens, from defective Work appearing after final inspection pursuant to Paragraph 15.05, from Contractor's failure to comply with the Contract Documents or the terms of any special guarantees specified therein, from outstanding Claims by Owner, or from Contractor's continuing obligations under the Contract Documents.
- B. The acceptance of final payment by Contractor will constitute a waiver by Contractor of all claims and rights against Owner other than those pending matters that have been duly submitted or appealed under the provisions of Article 17.

15.08 *Correction Period*

- A. If within one year after the date of Substantial Completion (or such longer period of time as may be prescribed by the terms of any applicable special guarantee required by the Contract Documents, or by any specific provision of the Contract Documents), any Work is found to be defective, or if the repair of any damages to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas used by Contractor as permitted by Laws and Regulations, is found to be defective, then Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:
 - 1. correct the defective repairs to the Site or such other adjacent areas;
 - 2. correct such defective Work;
 - 3. if the defective Work has been rejected by Owner, remove it from the Project and replace it with Work that is not defective, and
 - 4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others, or to other land or areas resulting therefrom.
- B. If Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others).
- C. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications.
- D. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this paragraph, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.

- E. Contractor's obligations under this paragraph are in addition to all other obligations and warranties. The provisions of this paragraph shall not be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

ARTICLE 16 – SUSPENSION OF WORK AND TERMINATION

16.01 *Owner May Suspend Work*

- A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by written notice to Contractor and Engineer. Such notice will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be entitled to an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension. Any Change Proposal seeking such adjustments shall be submitted no later than 30 days after the date fixed for resumption of Work.

16.02 *Owner May Terminate for Cause*

- A. The occurrence of any one or more of the following events will constitute a default by Contractor and justify termination for cause:
 - 1. Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the Progress Schedule);
 - 2. Failure of Contractor to perform or otherwise to comply with a material term of the Contract Documents;
 - 3. Contractor's disregard of Laws or Regulations of any public body having jurisdiction; or
 - 4. Contractor's repeated disregard of the authority of Owner or Engineer.
- B. If one or more of the events identified in Paragraph 16.02.A occurs, then after giving Contractor (and any surety) ten days written notice that Owner is considering a declaration that Contractor is in default and termination of the contract, Owner may proceed to:
 - 1. declare Contractor to be in default, and give Contractor (and any surety) notice that the Contract is terminated; and
 - 2. enforce the rights available to Owner under any applicable performance bond.
- C. Subject to the terms and operation of any applicable performance bond, if Owner has terminated the Contract for cause, Owner may exclude Contractor from the Site, take possession of the Work, incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere, and complete the Work as Owner may deem expedient.
- D. Owner may not proceed with termination of the Contract under Paragraph 16.02.B if Contractor within seven days of receipt of notice of intent to terminate begins to correct its failure to perform and proceeds diligently to cure such failure.
- E. If Owner proceeds as provided in Paragraph 16.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds the cost to complete the Work, including all related claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals) sustained by Owner, such excess will be paid to Contractor. If the cost to complete the Work including such related claims, costs, losses,

and damages exceeds such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as to their reasonableness and, when so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this paragraph, Owner shall not be required to obtain the lowest price for the Work performed.

- F. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue, or any rights or remedies of Owner against Contractor or any surety under any payment bond or performance bond. Any retention or payment of money due Contractor by Owner will not release Contractor from liability.
- G. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 6.01.A, the provisions of that bond shall govern over any inconsistent provisions of Paragraphs 16.02.B and 16.02.D.

16.03 *Owner May Terminate For Convenience*

- A. Upon seven days written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for (without duplication of any items):
 - 1. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;
 - 2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses; and
 - 3. other reasonable expenses directly attributable to termination, including costs incurred to prepare a termination for convenience cost proposal.
- B. Contractor shall not be paid on account of loss of anticipated overhead, profits, or revenue, or other economic loss arising out of or resulting from such termination.

16.04 *Contractor May Stop Work or Terminate*

- A. If, through no act or fault of Contractor, (1) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (2) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (3) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon seven days written notice to Owner and Engineer, and provided Owner or Engineer do not remedy such suspension or failure within that time, terminate the contract and recover from Owner payment on the same terms as provided in Paragraph 16.03.
- B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Engineer has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed for 30 days to pay Contractor any sum finally determined to be due, Contractor may, seven days after written notice to Owner and Engineer, stop the Work until payment is made of all such amounts due Contractor, including interest thereon. The provisions of this paragraph are not intended to preclude Contractor from submitting a Change Proposal for an adjustment in Contract Price or Contract Times or otherwise for

expenses or damage directly attributable to Contractor's stopping the Work as permitted by this paragraph.

ARTICLE 17 – FINAL RESOLUTION OF DISPUTES

17.01 Methods and Procedures

- A. *Disputes Subject to Final Resolution:* The following disputed matters are subject to final resolution under the provisions of this Article:
1. A timely appeal of an approval in part and denial in part of a Claim, or of a denial in full; and
 2. Disputes between Owner and Contractor concerning the Work or obligations under the Contract Documents, and arising after final payment has been made.
- B. *Final Resolution of Disputes:* For any dispute subject to resolution under this Article, Owner or Contractor may:
1. elect in writing to invoke the dispute resolution process provided for in the Supplementary Conditions; or
 2. agree with the other party to submit the dispute to another dispute resolution process; or
 3. if no dispute resolution process is provided for in the Supplementary Conditions or mutually agreed to, give written notice to the other party of the intent to submit the dispute to a court of competent jurisdiction.

ARTICLE 18 – MISCELLANEOUS

18.01 Giving Notice

- A. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if:
1. delivered in person, by a commercial courier service or otherwise, to the individual or to a member of the firm or to an officer of the corporation for which it is intended; or
 2. delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the sender of the notice.

18.02 Computation of Times

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

18.03 Cumulative Remedies

- A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract. The provisions of this paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

18.04 *Limitation of Damages*

- A. With respect to any and all Change Proposals, Claims, disputes subject to final resolution, and other matters at issue, neither Owner nor Engineer, nor any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, shall be liable to Contractor for any claims, costs, losses, or damages sustained by Contractor on or in connection with any other project or anticipated project.

18.05 *No Waiver*

- A. A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Contract.

18.06 *Survival of Obligations*

- A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract, as well as all continuing obligations indicated in the Contract, will survive final payment, completion, and acceptance of the Work or termination or completion of the Contract or termination of the services of Contractor.

18.07 *Controlling Law*

- A. This Contract is to be governed by the law of the state in which the Project is located.

18.08 *Headings*

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

00800
SUPPLEMENTARY CONDITIONS

These Supplementary Conditions amend or supplement the Standard General Conditions of the Construction Contract, EJCDC C-700 (2013 Edition) and other provisions of the Contract Documents as indicated below. All provisions which are not so amended or supplemented remain in full force and effect. 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 C-700 (2013 Edition) have the meanings assigned to them in the General Conditions.

PART 1 - MODIFICATIONS AND SUPPLEMENTS TO GENERAL CONDITIONS

SC-2.01 Delivery of Bonds and Evidence of Insurance

Delete paragraph 2.01 C. of the General Conditions in its entirety and insert the following in its place:

C. This subsection is not needed.

SC-3.03 Reporting and Resolving Discrepancies

Delete the paragraph 3.03 A.3 in its entirety and insert the following in its place:

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

SC-4.01 Commencement of Contract Time; Notice to Proceed

Delete the last sentence of paragraph 4.01 A. 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 day 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.

SC-5.03 Subsurface and Physical Conditions

Delete paragraphs 5.03 A. and 5.03 B. in of the General Conditions in their entirety and insert the following in their place:

5.03 Subsurface and Physical Conditions

A. Reports and Drawings: Division 1: General Requirements of the Specifications shall identify those reports known to Owner of explorations and tests of subsurface conditions at or adjacent to the site and drawings known to Owner of physical conditions relating to existing surface or subsurface structures 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. Except as indicated above, Contractor shall have full responsibility with respect to subsurface and physical conditions at the site.

B. Contractor may rely on the technical data as set forth in subsection A above, but such reports and drawings are not Contract Documents. Except for such reliance on Technical Data, Contractor may

not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, with respect to:

1. The completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto; or
2. Other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or
3. Any Contractor interpretation of or conclusion drawn from any Technical data or any such other data, interpretations, opinions, or information.

SC-5.06 Hazardous Environmental Conditions at Site

Delete paragraphs 5.06 A., 5.06 B. and 5.06 I. in of the General Conditions in their entirety and insert the following in their place:

- A. No reports or drawings related to Hazardous Environmental Conditions at the Site are known to Owner.
- B. This subsection is not needed.
- I. This subsection is not needed.

SC-6.01 Performance, Payment and Other Bonds

Add the following language at the end of Paragraph 6.01 A.:

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.

SC-6.02 Insurance – General Provisions

Add the following language at the end of Paragraph 6.02 C.:

Contractor shall deliver the required certificates of insurance prior to the commencement of any Work at the site. All of the policies of insurance (or the certificates or other evidence thereof) required to be purchased and maintained by Contractor shall be "claims made" and contain the name of the Project.

SC-6.03 Contractor's Insurance

Delete the following language in Paragraph 6.03 G.:

G. Additional insureds: The Contractor's commercial general liability, ~~automobile liability~~, umbrella or excess, and pollution liability policies shall include and list as additional insureds Owner and Engineer, and any individuals or entities identified in the Supplementary Conditions; include coverage for the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of all such additional insureds; and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby (including as applicable those arising from both ongoing and completed operations) on a non-contributory basis. Contractor shall obtain all necessary endorsements to support these requirements.

Add the following new paragraph immediately after Paragraph 6.03 J.:

K. The limits of liability for the insurance required by Paragraph 6.03 of the General Conditions shall provide coverage for not less than the following amounts or greater where required by Laws and Regulations:

1. Worker's Compensation, and related coverages under Paragraphs 6.03 A.1. and 6.03 A.2. of the General Conditions:

State: Statutory

Applicable Federal (e.g. Longshoreman's and Harbor Workers' Compensation, Maritime, Jones Act, etc.): Statutory

Employer's liability:

Bodily injury, each accident \$1,000,000

Bodily injury by disease, each employee \$1,000,000

Bodily injury/disease aggregate \$1,000,000

2. Contractor's Commercial General Liability under paragraphs 6.03 B. and 6.03 C. of the General Conditions:

General Aggregate \$3,000,000

Products and Completed Operations Aggregate \$3,000,000

Personal and Advertising Injury \$1,000,000

Each Occurrence (Bodily Injury and Property Damage) \$1,000,000

3. Automobile Liability under paragraph 6.03 D. of the General Conditions:

Combined Single Limit of \$1,000,000

4. Excess or Umbrella Liability under paragraph 6.03 E. of the General Conditions:

Per Occurrence \$If applicable

General Aggregate \$If applicable

SC-6.04 Owner's Liability Insurance

Delete paragraphs 6.04 A. and 6.04 B. of the General Conditions in their entirety and insert the following in their place:

A. This Subsection is not needed.

B. This subsection is not needed.

SC-6.05 Property Insurance

Add the following language at the end of paragraph 6.05 C.:

The maximum deductible amount for any insurance required under paragraph 6.05 shall be \$5,000.00.

SC-6.06 Waiver of Rights

Delete paragraphs 6.06 B. and 6.06 C. of the General Conditions in their entirety and insert the following in their place:

- B. This Subsection is not needed.
- C. This subsection is not needed.

SC-7.01 Supervision and Superintendence

Add the following language at the end of paragraph 7.01 B.:

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.

SC-7.07 Patent Fees and Royalties

Delete paragraph 7.07 B. and insert the following in its place:

- B. This subsection is not needed.

SC-7.08 Permits

Add the following language at the end of paragraph 7.08 A.:

Contractor shall obtain and pay for the following permits:

1. City of Lake Worth Building Permit. Include in the bid amount a 3-percent of appropriate items permit fee based on the bid cost. This permit fee amount will be adjusted based on the actual fee charged and the difference credited, as applicable.
2. Any other applicable permits.

SC-7.18 Indemnification

Delete paragraph 7.18 A. and insert the following in its place:

- A. Contractor shall indemnify and hold harmless Owner and Engineer and their respective officers and employees from 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 Contract Documents. Compliance with any insurance requirements required elsewhere in the Contract Documents shall not relieve Contractor of its liability and obligation to hold harmless and indemnify the City as set forth in this section. 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 required "Specific Consideration" therefore. Nothing contained in the Contract Documents shall be construed or interpreted as consent by the City to be sued, nor shall the Contract Documents be construed as a waiver of sovereign immunity beyond the waiver provided in section 768.28, Fla. Stat., as amended from time to time.

SC-10.03 Project Representative

Add the following new paragraph immediately after paragraph 10.03 A.:

- B. On this Project, by agreement with the Owner, Engineer will not furnish a Resident Project Representative to represent Engineer at the Site or assist Engineer in observing the progress and quality of the Work. However, if the Engineer does furnish a Resident Project Representative per

paragraph 10.03 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 representative or agent to represent Owner at the Site who is not Engineer's consultant, agent, or employee, the responsibilities and authority and limitations thereon of such other individual or entity shall be presented at the Preconstruction Conference or as otherwise set forth in the Project Manual.

SC-10.04 Rejecting Defective Work

Add the following language at the end of paragraph 10.04 A.:

- A. Engineer also has the 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.

SC-11.04 Change of Contract Price

Delete paragraphs 11.04 C.2.c. and 11.04 C.2.e. in their entirety and insert the following in their place:

- c. where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the maximum allowable to Contractor on account of overhead and profit of all Subcontractors shall be fifteen percent;
- e. the amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in cost will be the amount of the actual net decrease in cost plus a deduction in Contractor's fee by an amount equal to ten percent of such net decrease; and

SC-13.03 Unit Price Work

Delete paragraph 13.03 E. in its entirety and insert the following in its place:

- E. 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.

SC-16.03 Owner May Terminate for Convenience

Add the following new paragraph immediately after paragraph 16.03 B.:

- C. 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 loss of anticipated overhead, profits, or revenue, or other economic loss arising out of or resulting from such termination but may be entitled to all items as authorized herein.

SC-18.07 Controlling Law

Delete paragraph 18.07 A. in its entirety and insert the following in its place:

- A. 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.

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).

END OF SECTION

00820
SPECIAL CONDITIONS

CITY OF LAKE WORTH BEACH PROCUREMENT DIVISION 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 five (5) 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 five (5) years from the date of final payment under the prime contract and by the subcontractor for a period of five (5) 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 five (5) 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-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.

SPC-7 BUILDING PERMIT FEE

A building permit fee equal to 3-percent of the accepted bid shall be included in the project costs. See Supplemental Conditions paragraph SC-7.08 for further details.

SPC-8 CONE OF SILENCE

A communications shall be in accordance with the City of Lake Worth Beach Municipal Code, Article XIV Purchasing, Section 2-112(k) Cone of Silence.

SPC-9 ADDITIONAL AND SUPPLEMENTAL DISCLOSURE REQUIREMENTS

Any applicant coming before the City of Lake Worth Beach Commission for an award of a contract with the City and who has made an election campaign contribution in an amount that is more than one hundred dollars (\$100.00) to any elected official of the City Commission, who is a current sitting member of the Commission, must disclose such election campaign contribution, verbally and in writing, during the application or bidding process and before the award of the contract in accordance with the City of Lake Worth Beach Code of Ordinances, Chapter 2, Article XII Code of Ethics, Section 2-101(2). All applicants shall complete the City’s Campaign Contribution Statement.

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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 pre-construction 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

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CAMPAIGN CONTRIBUTION STATEMENT

This solicitation is subject to Section 2-101 of the City of Lake Worth Beach Code of Ordinances regarding campaign contributions.

Sec. 2-101. - Additional and supplemental disclosures requirements.

- (a) Any elected official of the City of Lake Worth Beach, who is a current sitting member of the city commission and has accepted an election campaign contribution in an amount that is more than one hundred dollars (\$100.00) from an individual or business entity having an interest in a matter before the city commission in which the city commission will take action, must publically disclose, both verbally and in writing, such contribution prior to any discussion or vote on the matter. The written disclosure must be submitted to the city clerk.
- (b) Any applicant coming before the city commission for an award of a contract with the city and who has made an election campaign contribution in an amount that is more than one hundred dollars (\$100.00) to any elected official of the city commission, who is a current sitting member of the commission, must disclose such election campaign contribution, verbally and in writing, during the application or bidding process and before the award of the contract.

Vendor to complete: Check which statement applies, fill in the requested information, if applicable, and sign below.

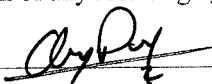
Neither the undersigned business nor any of its owners or officers contributed more than \$100.00 to the campaign of a sitting City Commission member. [If you checked this statement, you are done and may sign below.]

The undersigned business or one or more of its owners or officers contributed more than \$100.00 to the campaign of a sitting City Commission member. All such contributions are listed below and on the attached sheet of paper (if more room is needed). [If you checked this statement, please fill in the information requested below and sign below.]

1. _____ contributed a total of \$ _____ to the campaign of City Commission member _____.
2. _____ contributed a total of \$ _____ to the campaign of City Commission member _____.
3. _____ contributed a total of \$ _____ to the campaign of City Commission member _____.
4. _____ contributed a total of \$ _____ to the campaign of City Commission member _____.

Signature:

I hereby certify that the above statements are true and correct to the best of my knowledge and I understand that a false or inaccurate statement may result in the rejection of this bid/proposal/submittal or the immediate termination of any resulting agreement with the City of Lake Worth Beach.

By: 

Print Name: Alexis Perez

Print Title: PRESIDENT

Print Name of Business: SKYLINE CONTRACTORS LLC

Commissioner/Mayor to complete: Check which statement applies, fill in the requested information, if applicable, and sign below.

[] Neither the above referenced business nor any of its owners or officers contributed more than \$100.00 to my campaign. [If you checked this statement, you are done and may sign below.]

[] The above referenced business or one or more of its owners or officers contributed more than \$100.00 to my campaign. All such contributions are listed below and on the attached sheet of paper (if more room is needed). [If you checked this statement, please fill in the information requested below and sign below.]

_____ contributed a total of \$ _____ to my campaign.

_____ contributed a total of \$ _____ to my campaign.

_____ contributed a total of \$ _____ to my campaign.

_____ contributed a total of \$ _____ to my campaign.

Signature:

I hereby certify that the above statements are true and correct to the best of my knowledge and I understand that a false or inaccurate statement may result in the rejection of this bid/proposal/submittal or the immediate termination of any resulting agreement with the City of Lake Worth Beach.

By: _____

Print Name: _____

For City Clerk's Use Only.

THIS SECTION SHALL BE COMPLETED ONLY IF THERE IS A CAMPAIGN CONTRIBUTION LISTED ABOVE BY THE VENDOR OR COMMISSION MEMBER.

Applicable campaign contributions were disclosed in writing above, and prior to the award of the contract, the following statements were verbally made at the City Commission Meeting on the ____ day of _____, 202__.

Check all that apply.

_____ Commissioner/Mayor _____ verbally disclosed the campaign contribution(s) set forth above.

_____ Vendor, _____, verbally disclosed the campaign contribution(s) set forth above.

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SCRUTINIZED COMPANIES CERTIFICATION FORM

By execution below, I, Alexis Perez, on behalf of SKYLINE CONTRACTORS LLC (hereinafter, the "Contractor"), hereby swear or affirm to the following certifications:

The following certifications apply to all procurements:

1. The Contractor has reviewed section 215.4725, Florida Statutes, section 215.473, Florida Statutes and section 287.135, Florida Statutes, and understands the same.
2. The Contractor is not on the Scrutinized Companies that Boycott Israel List nor is the Contractor engaged in a boycott of Israel.
3. If awarded a contract, the Contractor agrees to require these certifications for applicable subcontracts entered into for the performance of work/services under this procurement.
4. If awarded a contract, the Contractor agrees that the certifications in this section shall be effective and relied upon by the City for the entire term of the contract, including any and all renewals.

If the contract awarded hereunder is for one million dollars or more, the following additional certifications apply:

1. The Contractor is not on the Scrutinized Companies with Activities in Sudan List.
2. The Contractor is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.
3. The Contractor is not engaged in business operations in Cuba or Syria.
5. If awarded a contract, the Contractor agrees to require these certifications for applicable subcontracts entered into for the performance of work/services under this procurement.
6. If awarded a contract, the Contractor agrees that the certifications in this section shall be effective and relied upon by the City for the entire term of the contract, including any and all renewals.

CONTRACTOR:

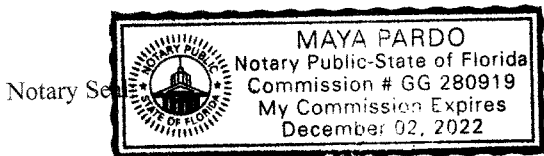
By: [Signature]

Name: Alexis Perez

Title: PRESIDENT

Date: 03/10/2021
STATE OF Florida
COUNTY OF Palm Beach

THE FOREGOING instrument was acknowledged before me by means of physical presence or online notarization on this 10 day of March 2021, by Alexis Perez, as the President [title] of SKYLINE CONTRACTORS LLC [vendor's name], a Limited Liability Company [corporate description], who is personally known to me or who has produced _____ as identification, and who did take an oath that he or she is duly authorized to execute the foregoing instrument and bind the CONTRACTOR to the same.



[Signature]
Notary Public Signature

REQUIREMENTS FOR FEDERALLY FUNDED PROJECTS

PROJECT NAME:	LAKE WORTH BEACH - HOWARD PARK PLAYGROUND IMPROVEMENTS FY20-21
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This project is funded in part, or in whole, with Federal funds and is subject to the requirements listed below. The requirements contained in this document are intended to cooperate with, to supplement, and to modify the general conditions and other specifications for this project. In case of disagreement with any other section of this bid document/ contract, the requirements contained herein shall govern. **Note: This document shall be included in the bid documents and contracts/ subcontracts for the project.**

1. General Requirements:

The following requirements are attached:

- Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity (Executive Order 11246)
- Equal Employment Opportunity Clause for Contracts Subject to Executive Order 11246
- Standard Federal Equal Employment Opportunity Construction Contract Specifications (Executive Order 11246)
- Bonding Requirements for Construction Contracts
- Public Entity Crimes - Section 287.133, Florida Statute
- Section 109 Housing and Community Development Act of 1974
- Nondiscrimination under the Age Discrimination Act of 1975, As Amended
- Title VI of the Civil Rights Act of 1964
- Section 3 Clause
- Work on Nights, Weekends and Holidays
- Lead-based Paint Poisoning Prevention Act
- Compliance with Clean Air and Water Acts

2. Forms to be completed and submitted by all bidders with their bids:

The following forms are attached:

- Non-collusion Affidavit of Prime Bidder
- Anti-kickback Affidavit
- Certification of Eligibility of General Contractor
- Certification of Non-segregated Facilities
- Workforce Projection

3. Forms for the successful bidder, to be submitted after contract award:

- Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Participant
- Contractor/ Subcontractor Statement and Acknowledgement

4. Reports to be submitted to DHES by Subrecipient/ Contractor after contract award:

- Contract Award Report (HUD Form 2516) to be submitted as follows:
 - with the first payment request, but no later than September 30 of the year during which the construction contract was awarded, and
 - with the final payment request
- Section 3 Report and Letter of Efforts – to be submitted with the final payment request

5. Davis-Bacon Act:

Federal labor standards provisions of the Davis-Bacon Act apply to construction projects valued over \$2,000. The following requirements are attached:

- Required Use of the Labor Compliance Reporting System (LCRS)
- Display of Posters and Wage Decision
- Federal Labor Standards Provisions - Form HUD-4010
- Guidance to Contractor for Compliance with Labor Standards Provisions
- The applicable wage decision(s) shown below is attached:

Wage Decision(s) No.:	FL20210182-MOD-0-HIGHWAY
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**NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION
TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY
(EXECUTIVE ORDER 11246)**

1. The Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Specification" set forth herein.
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 the covered area, are as follows:

Timetables	Goals for minority participation for each trade	Goals for female participation in each trade
	22.4%	6.9%
Area covered:	Palm Beach County	All trades for the life of the project

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.

3. The Contractor shall provide written notifications 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 is to be performed.
4. As used in this Notice, and in the contract resulting from this solicitation, the "covered area" is Palm Beach County, Florida.

EQUAL EMPLOYMENT OPPORTUNITY CLAUSE
FOR CONTRACTS SUBJECT TO EXECUTIVE ORDER 11246

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

1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants 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 compensating; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
2. 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 consideration for employment without regard to race, color, religion, sex, or national origin.
3. 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 by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. 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.
5. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
6. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such 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 in accordance with procedures authorized in Executive Order of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
7. The contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or order of the Secretary of Labor 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 may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY
CONSTRUCTION CONTRACT SPECIFICATIONS
(EXECUTIVE ORDER 11246)

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 origins);
 - (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 Island (all persons having origins in any or the original people 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 people of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).
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.
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 the 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 failure to take good faith efforts to achieve the Plan goals and timetables.

4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7 a 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 Federally 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 and 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.
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.
6. In order for the non-working 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.
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 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 what-ever 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-site-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 complied under 7a 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.

- i. 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 non-segregated 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 subcontractors 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.
8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (7a through p). 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 or 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.
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 violating 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).
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.
11. The Contractor shall not enter into any Subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.

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 violating of these specifications and Executive Order 11246, as amended.
13. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed I 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.
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.
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).

BONDING REQUIREMENTS FOR CONSTRUCTION CONTRACTS

The requirements of 2 CFR Part 200 are applicable to this project as it relates to bid guarantees, performance bonds, and payment bonds for construction contracts exceeding the Simplified Acquisition Threshold as defined in 2 CFR 200.88. As of the publication of this part, the **Simplified Acquisition Threshold is \$250,000.**

2 CFR 200.325, Bonding Requirements, established minimum requirements as follows:

1. BID GUARANTEE

A bid guarantee from each bidder equivalent to five percent (5%) of the bid price.

Each bid shall be accompanied by a bid bond, certified check, cashiers check or other negotiable instrument in the amount of five percent (5%) of the total bid. Said check or bond shall be made payable to the entity soliciting the bid as the owner of the project, and shall be given as a guarantee that the bidder, upon receipt of the notice of intent to award the contract, will enter into an agreement with the owner, and will furnish the necessary documents including, but not limited to: insurance certificates, Payment Bond and Performance Bond; each of the said bonds to be in the amount stated herein. In case of refusal or failure to enter into said agreement, the check or bid bond, as the case may be, shall be forfeited to the owner. All bonds shall be written by a surety company of recognized standing, authorized to conduct business in the State of Florida, and shall have a registered agent in the State of Florida.

2. PERFORMANCE BOND

A performance bond on the part of the contractor for 100 percent (100%) of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.

3. PAYMENT BOND

A payment bond on the part of the contractor for 100 percent (100%) of the contract price. A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

When the successful bidder delivers the executed agreement to the owner, it must be accompanied by a Performance Bond and a Payment Bond, each in the amount of one hundred percent (100%) of the contract price, executed by a corporate surety company of recognized standing, authorized to do business in the State of Florida. The bidder shall state in the bid proposal the name, address, telephone number and full name of the authorized agent of the surety or sureties who will sign these bonds in the event the contract is awarded to the bidder. During the bidding and construction periods the surety company shall hold a current certificate of authority as an acceptable surety on Federal Bonds, in accordance with U. S. Department of Treasury Circular 570, Current Revision.

PUBLIC ENTITY CRIMES

As provided in F.S. 287.133 by entering into this contract or performing any work in furtherance hereof, the contractor certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the 36 months immediately preceding the date hereof. This notice is required by F.S. 287.133 (3)(a)."

SECTION 109 HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974

The Nondiscrimination Clause of the Housing and Community Development Act of 1974 applies to all sections of Title 1 of the Act.

"No person in the United States shall on the ground of race, color, national origin or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds available under this title."

The contractor certifies that the above Section 109 statement forms part of the contract and is in compliance with Section 570.601 of the Community Development Block Grant Regulations.

NONDISCRIMINATION UNDER THE AGE DISCRIMINATION ACT OF 1975, AS AMENDED

To the extent required by law, the Contractor shall comply with the requirements of the Age Discrimination Act of 1975 (P.L. 94-135), as amended, which provides that no person in the United States shall, on the basis of age, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

To the extent applicable to this agreement, the contractor will comply with, and agrees to include this provision in every subcontract:

Title VI of the Civil Rights Act of 1964 (P. L. 88-352), and the regulations issued pursuant thereto (24 CFR Part 1), which provides that no person in the United States shall on the grounds of race, color or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the applicant receives Federal financial assistance and will immediately take any measures necessary to effectuate This assurance/ If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the applicant, this assurance shall obligate the applicant, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits.

SECTION 3 CLAUSE

1. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U. S.C. 170 lu (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3 shall, to the greatest extent feasible, be directed to low-and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
2. The parties to this contract agree to comply with HUD’s requirements in 24 CFR Part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.
3. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers representative of the contractor’s commitment under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
4. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.
5. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the contractor’s obligations under 24 CFR Part 135.
6. Noncompliance with HUD’s regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

WORK ON NIGHTS, WEEKENDS, AND HOLIDAYS

Neither the prime contractor nor any subcontractor shall be allowed to perform one hundred percent (100%) of their work on this project on nights, weekends, or Palm Beach County recognized holidays. The prime contractor and all subcontractors shall, at a minimum, perform work on this project for the duration of one regular working day. The prime contractor may request a waiver to the above requirement should the nature of the project so necessitate.

LEAD-BASED PAINT POISONING PREVENTION ACT

- References:
- 24 CFR Part 570
 - 24 CFR Part 35
 - Lead-Based Paint Poisoning Prevention Act, as amended
 - Residential Lead-Based Paint Hazard Reduction Act of 1992
 - 40 CFR Part 745

The aforementioned Acts and the referenced regulations prohibit the use of lead-based paint in housing receiving Federal assistance, and in child occupied facilities. In addition, these regulations require elimination of lead-based paint hazards in housing constructed prior to 1978 which receives Federal assistance.

COMPLIANCE WITH CLEAN AIR AND WATER ACTS

In compliance with the Clean Air Act, as amended, 42 U.S.C. 1857(R) et. Seq., Section 508 of Clean Water Pollution Control Act, as amended 33 U.S.C. 1368 and Executive Order 11738.

1251 et. Seq., and the regulations of the Environmental Protection Agency with respect thereto, the appropriate parts of 40 CFR as amended from time to time. Contractor agrees that:

- (1) No facility to be utilized in the performance of this Contract or any subcontract shall not be a facility listed on the EPA list of Violating Facilities pursuant to 40 CFR 15.20.
- (2) He will comply with all requirements of Section 114 of the Clean Air Act, as amended, (42 USC 1857 c-8) and Section 308 of the Federal Water Pollution Control Act, as amended, (33 USC 1368 relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in said Section 114 and Section 308. And all regulations and guidelines issued there under.
- (3) He will promptly notify the Owner of any notification received from the Director, Office of Federal Activities, EPA, indicating that a facility utilized or to be utilized for the contract is under consideration to be listed on the EPA List of Violating Facilities.
- (4) He will comply with mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 49-163).
- (5) He will include or cause to be included the provisions of paragraph (1) through (5) of this section in every nonexempt subcontract and that he will take such action as the Government may direct as a means of enforcing such provisions.

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

State of Florida
County of Palm Beach

BEFORE ME, the undersigned authority, personally appeared Alexis Perez, who, after being by me first duly sworn, deposes and says of his/her personal knowledge that:

- (1) He is PRESIDENT of SKYLINE CONTRACTORS LLC, the Bidder that has submitted a Bid to perform work for the following project:

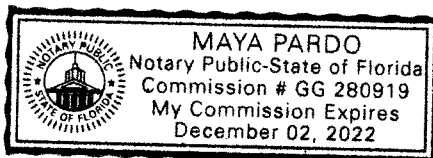
Contract #: IFB-No. 21-202 Project Name: HOWARD PARK PLAYGROUNDS IMPROVEMENT PROJECTS

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

Signature: *Alexis Perez*

Subscribed and sworn to (or affirmed) before me, by means of physical presence or online notarization, this 10 day of March 2021 by Alexis Perez, who is personally known to me or who has produced _____ as identification.

NOTARY SEAL:



Notary Signature: *Maya Pardo*

Notary Name: Maya Pardo
Notary Public-State of Florida

Commission No. 66280919

ANTI-KICKBACK AFFIDAVIT

STATE OF FLORIDA
COUNTY OF PALM BEACH

BEFORE ME, the undersigned authority, Maya Pardo, personally appeared Alexis Perez who, after being by me first duly sworn, deposes and says:

(1) I am President of skyline Contractors LLC, the bidder that has submitted a proposal to perform work for the following project:

Contract #: IFB -No. 21-202 Project Name: HOWARD PARK PLAYGROUND IMPROVEMENT PROJECT

(2) I, the undersigned, hereby depose and say that no portion of the sum bid in connection with the work to be performed at the property identified above will be paid to any employee of Palm Beach County or, _____ as a commission, kickback, reward or gift, directly or indirectly by me or any member of my firm or by an officer of the corporation.

Signature: 

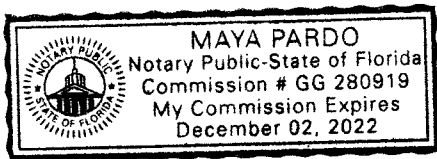
Subscribed and sworn to (or affirmed) before me, by means of physical presence or online notarization, this 10 day of March 2021 by Alexis Perez, who is personally known to me or who has produced _____ as identification.

NOTARY SEAL:

Notary Signature: 

Notary Name: Maya Pardo
Notary Public-State of Florida

Commission No. 66 280919



CERTIFICATION OF ELIGIBILITY OF GENERAL CONTRACTOR

STATE OF FLORIDA
COUNTY OF PALM BEACH

BEFORE ME, the undersigned authority, personally appeared Alexis Perez, who, after being by me first duly sworn, deposes and says of his/her personal knowledge that

(1) He/she is the President of Skyline Contractors LLC, hereinafter referred to as the "General Contractor"; with State of FL Contractor License or Palm Beach County Contractors Certificate of Competency

License/ Certification No: CGC 1527229 Expiration Date: 08/31/2022
who submitted a proposal to perform work for the following project:

Contract #: IFB No. 21-202 Project Name: HOWARD PARK PLAYGROUND IMPROVEMENT PROJECT

(2) He/she is fully informed that the Proposal submitted for work to be performed under the above mentioned contract, is being funded, in whole or in part, by a Federally-assisted or insured contract; and

(3) The General Contractor nor any of its officers, partners, owners or parties of interest is not named on the current General Services Administration List of Parties Excluded from Federal Procurement or Non-procurement Programs prior to award of the contract; and

(4) The General Contractor acknowledges that should the contractor be subsequently found ineligible after award of the contract, its Construction Contract shall be terminated and the matter referred to the Department of Labor, the Department of Housing and Urban Development, or the General Services Administration for its action; and

(5) The General Contractor acknowledges the responsibility of informing all of its subcontractors that this contract is being funded, in whole or in part, by a Federally-assisted or insured contract; and

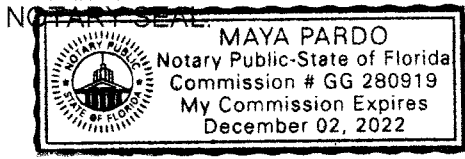
(6) The General Contractor acknowledged the responsibility that all of its subcontractors are to sign a "Certification Regarding Debarment Suspension, Ineligibility and Voluntary Exclusion-Lower-Tier Participant" as a part of its contract with such subcontractors, and that the "General Contractor" will retain such certifications in its files. Furthermore, should the subcontractor be subsequently found ineligible after award of the Construction Contract, its contract with the "General Contractor" shall be terminated and the matter referred to the Department of Labor, the Department of Housing and Urban Development, or the General Services Administration, for its action.

Signature: *[Signature]*

Subscribed and sworn to (or affirmed) before me, by means of physical presence or online notarization, this 10 day of March 2021 by Alexis Perez, who is personally known to me or who has produced as identification.

Notary Signature: *[Signature]*

Notary Name: Maya Pardo
Notary Public-State of Florida



Commission No. 66 280919

CERTIFICATION OF NONSEGREGATED FACILITIES

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

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

Project Name: HOWARD PARK PLAYGROUNDS IMPROVEMENT PROJECTS

Company Name and Address: SKYLING CONTRACTORS LLC
1601 SW 1ST WAY SUITE D13
DEERFIELD BEACH, FL 33441



Signature

ALEXIS PEREZ - PRESIDENT

Name and Title

03/10/2021

Date

WORKFORCE PROJECTION

PROJECT NAME:	LAKE WORTH BEACH - HOWARD PARK PLAYGROUND IMPROVEMENTS FY20-21
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Instructions: Check below all the work classifications that you anticipate will be working on this project including the prime contractor's work force and all subcontractors' work forces.

POWER EQUIPMENT OPERATORS

- Asphalt Distributor
- Asphalt Paving Machine
- Asphalt Screed
- Backhoe
- Boom Auger Operator
- Bulldozer
- Concrete Curb Machine Operator
- Concrete Joint Saw Operator
- Concrete Pump
- Cranes with boom length less than 150 ft
- Cranes with boom length 150 ft and over
- Cranes, all tower cranes, and all Derrick, or Dragline
- Earthmover
- Excavator
- Forklift
- Front End Loader
- Grader/Blade
- Guardrail Erector
- Guardrail Erector
- Guardrail Post Driver
- Mechanic (type: _____)
- Milling Machine Grade Checker
- Milling Machine Operator
- Motor Grader
- Mulching Machine
- Oiler, Greaseman
- Pavement Striping Machine
- Pavement Striping Machine Nozzleman
- Pile driver
- Power Sub-grade Mixer
- Roller
- Scraper
- Sign Erector
- Small Tool Operator
- Tractor
- Trenching Machine
- Truck Driver (type: _____)
- Other:
- Other:

OTHER WORK CLASSIFICATIONS

- Acoustical Tile Installer
- Air Tool Operators
- Asphalt Rakers
- Bricklayer/Brickmason/Blocklayer
- Carpenter
- Cement Mason/Concrete Finisher
- Drywall Hanger
- Drywall Finisher/Taper
- Electrician
- Elevator Mechanic
- Fence Erector
- Form Setter
- Glazier
- Grade Checker
- HVAC Mechanic (type: _____)
- Ironworker - Ornamental
- Ironworker - Reinforcing
- Ironworker - Structural
- Laborer - Common or General
- Laborer - Roof Tear off
- Landscape and Irrigation laborer
- Lather
- Mason Tenders
- Painter
- Pipefitter (excluding HVAC pipe work)
- Pipelayer
- Plasterer
- Plasterers Tenders
- Plumber (excluding HVAC pipe)
- Plumber (including HVAC pipe)
- Roofer (including built-up, composition and single ply)
- Sheet Metal Worker (including HVAC duct work)
- Sprinkler Fitter (fire sprinkler)
- Terrazzo Worker Mechanic
- Tile Setter
- Traffic Control Specialist
- Traffic Signalization - Installer
- Traffic Signalization - Mechanic
- Unskilled Laborer
- Welder
- Other:

Submitted by: ALEXIS PEREZ

Date: 03/10/2021

STATEMENT AND ACKNOWLEDGMENT

OMB Control Number: 9000-0066
Expiration Date: 4/30/2022

Paperwork Reduction Act Statement - This information collection meets the requirements of 44 U.S.C. § 3507, as amended by section 2 of the Paperwork Reduction Act of 1995. You do not need to answer these questions unless we display a valid Office of Management and Budget (OMB) control number. The OMB control number for this collection is 9000-0066. We estimate that it will take .05 hours to read the instructions, gather the facts, and answer the questions. Send only comments relating to our time estimate, including suggestions for reducing this burden, or any other aspects of this collection of information to: U.S. General Services Administration, Regulatory Secretariat Division (M1V1CB), 1800 F Street, NW, Washington, DC 20405.

PART I - STATEMENT OF PRIME CONTRACTOR

1. PRIME CONTRACT NUMBER		2. DATE SUBCONTRACT AWARDED		3. SUBCONTRACT NUMBER	
4. PRIME CONTRACTOR			5. SUBCONTRACTOR		
a. NAME			a. NAME		
b. STREET ADDRESS			b. STREET ADDRESS		
c. CITY		d. STATE	e. ZIP CODE	c. CITY	
6. The prime contract <input type="checkbox"/> does, <input type="checkbox"/> does not contain the clause entitled "Contract Work Hours and Safety Standards Act -- Overtime Compensation."					

7. The prime contractor states that under the contract shown in Item 1, a subcontract was awarded on the date shown in Item 2 to the subcontractor identified in item 5 by the following firm:

a. NAME OF AWARDFIRM
b. DESCRIPTION OF WORK BY SUBCONTRACTOR

8. PROJECT		9. LOCATION			
10a. NAME OF PERSON SIGNING		11. BY (Signature)		12. DATE SIGNED	
10b. TITLE OF PERSON SIGNING					

PART II - ACKNOWLEDGMENT OF SUBCONTRACTOR

13. The subcontractor acknowledges that the following clauses of the contract shown in Item 1 are included in this subcontract:

Contract Work Hours and Safety Standards Act - Overtime Compensation (If included in prime contract see Block 6)	Construction Wage Rate Requirements
Payrolls and Basic Records	Apprentices and Trainees
Withholding of Funds	Compliance with Copeland Act Requirements
Disputes Concerning Labor Standards	Subcontracts (Labor Standards)
Compliance with Construction Wage Rate Requirements and Related Regulations	Contract Termination - Debarment
	Certification of Eligibility

14. NAME(S) OF ANY INTERMEDIATE SUBCONTRACTORS, IF ANY

A		C			
B		D			
15a. NAME OF PERSON SIGNING		16. BY (Signature)		17. DATE SIGNED	
15b. TITLE OF PERSON SIGNING					

SECTION 3 REPORT

Subrecipient:	CITY OF GREENACRES
Project:	GREENACRES ORIGINAL SECTION DRAINAGE IMPROVEMENTS PHASE 7

The sub-recipient hereby provides the following information in connection with the above project:

PROJECT FUNDING INFORMATION

Total amount of project funding (all funding for construction, consultant, etc.):	\$
Amount funded from DHES:	\$
Amount funded from Sub-recipient:	\$
Amount funded from other sources: Source:	\$
Amount funded from other sources: Source:	\$

CONTRACT AWARD INFORMATION

For *construction work* funded in part or in whole through DHES:

This section applies to all purchase orders, contracts, and agreements (and their subcontracts) for construction work which are <i>funded in part or in whole through DHES</i> . (Note: the purchase of supplies, materials, and equipment is excluded unless installation is part of the purchase).	
Total construction contract amount (including change orders):	\$
Total dollar amount of contracts/ subcontracts for <i>construction work</i> awarded to <u>Section 3 Business Concerns</u> :	\$
Number of <u>Section 3 Business Concerns</u> receiving contracts/subcontracts for <i>construction work</i> :	

CONTRACT AWARD INFORMATION

For *non-construction work* funded in part or in whole through DHES:

This section applies to all purchase orders, contracts, and agreements (and their subcontracts) for non-construction work which are <i>funded in part or in whole through DHES</i> (such as professional service contracts).	
Total contract amount awarded (including change orders) (non-construction):	\$
Total dollar amount of contracts/subcontracts (non-construction) awarded to <u>Section 3 Business Concerns</u> :	\$
Number of <u>Section 3 Business Concerns</u> receiving contracts/subcontracts (for non-construction work):	

EMPLOYMENT AND TRAINING INFORMATION

This section applies to all purchase orders, contracts, and agreements (and their subcontracts) which are funded in part or in whole through DHES (including non-construction and professional service contracts). (Note: the purchase of supplies, materials, and equipment is excluded unless installation is part of the purchase).

The information reported in this section relates to all new hires as a result of DHES funding. New hires means full-time employees for permanent, temporary or seasonal employment opportunities.

Number of new hires as a result of this project:	0*
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*** If new hires are reported above, please complete the following table:**

For the purpose of completing the table below, a Section 3 Resident is defined as:

- an individual residing in public housing, or as
- an individual residing in Palm Beach County whose household income, by household size, is at or below 80% of the median income for Palm Beach County (median income information is available at DHES).

(A) JOB CATEGORY	(B) NUMBER OF NEW HIRES	(C) NUMBER OF NEW HIRES THAT ARE SECTION 3 RESIDENTS	(D) % OF AGGREGATE NUMBER OF STAFF HOURS OF NEW HIRES THAT ARE SECTION 3 RESIDENTS	(E) % OF TOTAL STAFF HOURS FOR SECTION 3 EMPLOYEES AND TRAINEES	(F) NUMBER OF SECTION 3 TRAINEES
PROFESSIONALS					
TECHNICIANS					
OFFICE/ CLERICAL					
CONSTRUCTION TRADE:					
CONSTRUCTION TRADE:					
CONSTRUCTION TRADE:					
OTHER:					
TOTALS:					

SUBRECIPIENT CERTIFICATION

The undersigned certifies that the information in this report is true and correct:		
Name and Title:	Date:	Signature: X

**REQUIRED USE OF THE LABOR COMPLIANCE
REPORTING SYSTEM (LCRS)**

As part of the County's commitment to assist the Subrecipient and its contractors/ subcontractors to conveniently comply with legal and contractual requirements including Davis Bacon and Related Acts (DBRA), the Department of Housing & Economic Sustainability has established a Labor Compliance Reporting System (LCRS) for this project. The Subrecipient's contractors/ subcontractors will no longer be required to submit paper copies of fringe benefits statements, weekly-certified payroll reports and/ or work performance reports, and shall instead use the LCRS for all DBRA reporting and tracking. The LCRS is available for use 24-hours a day, 7 days a week, at no cost for reporting weekly certified payrolls and labor compliance related documents. Utilization of this system should also prove helpful in expediting the process of reviewing payrolls, approving progress payments to contractors and reimbursement payments to subrecipients/ developers.

USER RESPONSIBILITIES

1. Subrecipients, and its contractors/subs shall NOT create internet links to the Service or Frame or mirror any content on any other server or wireless or internet-based device.
2. Subrecipient and its contractors/subs are responsible for all activity occurring under User account and shall abide by all applicable local, state, national laws, treaties and regulations in connection with the use of the service, including those related to data privacy, international communications and the transmission of technical data. The LCRS Web Address for contractors/subs use will be provided by DHES, along with Federal Requirements and Wage Decision(s).
3. Subrecipient shall require its contractor and subs to register through the Labor Compliance Reporting System. This language shall be contained in the subrecipient's Bid and Construction documents.
4. Subrecipient shall require All fringe benefits statements, weekly-certified payroll reports to be submitted through the LCRS and this language shall be contained in the Subrecipient's Bid and Construction documents.

DISCLAIMER OF WARRANTIES FOR LCRS

LCRS and its licensors make no representation, warranty, or guaranty as to the reliability, timeliness, quality, suitability, truth, availability, accuracy or completeness of the service or any content. LCRS and its licensors do not represent or warrant that:

1. The use of the service will be secure, timely, uninterrupted or error-free or operate in combination with any other hardware, software, system or data.
2. The service will meet PBC/DHES's Requirements or expectations.
3. Any stored data will be accurate or reliable.
4. The quality of any products, services, information or other material purchased or obtained by PBC/DHES through the service will meet PBC/DHES's requirements or expectations.
5. Errors or defects will be corrected.
6. The service or the servers that make the service available are free of viruses or other harmful components.

All content is provided to PBC/DHES strictly on an "AS IS" basis. All conditions, representations and warranties, whether expressed or implied, statutory or otherwise, including, without limitation, any implied warranty of merchantability or fitness for a particular purpose are hereby disclaimed to the maximum extent permitted by applicable law by LCRS and its licensors.

DISPLAY OF POSTERS AND WAGE DECISION

The contractor shall, for each federally funded project, supply and install a minimum (1) 4 ft x 4 ft display surface with clear acrylic cover sheet for all-weather protection and easy visibility on the job site.

Said panel shall be mounted on a substantial post of steel, aluminum, or wood, with the bottom edge of the panel at 48" from ground level. Exceptions to this mounting system may be approved by Palm Beach County Department of Housing and Economic Sustainability.

The contractor shall supply a standard display of posters at the job site, including but not limited to:

- Employee Rights Under the Davis- Bacon Act (English)
- Employee Rights Under the Davis-Bacon Act (Spanish)
- applicable Wage Decision(s)
- Palm Beach County seal

The above posters, wage decision and Palm Beach County seal for display will be provided by Palm Beach County Department of Housing and Economic Sustainability at the pre-construction conference and shall be in a prominent location for the ease of exposure to all employees.

The contractor shall be responsible for all other Federal, State and/ or local poster requirements.

The cost of poster mounting boards and posts are to be paid for by the contractor.

Display board must be maintained in a legible condition throughout the entire project duration. Failure to provide the above could result in suspension of contract payments until violation(s) are corrected as directed by Palm Beach County Department of Housing and Economic Sustainability.

FEDERAL LABOR STANDARDS PROVISIONS**U. S. Department of Housing and Urban Development**

The Project or Program 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.

A. 1: (i) Minimum Wages. All laborers and mechanics employed or working upon the site of the work 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 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 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) Any class of laborers or mechanics 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. HUD shall approve an additional classification and wage rate and fringe benefits therefor 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 HUD or its designee 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 HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U. S. Department of Labor, Washington, D. C. 20210.

The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee 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 the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the view of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee 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)(ii)(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.)

A.2: Withholding. HUD or its designee shall upon its own action or upon written request of 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, all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant or owner, 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. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employee to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

A.3: (i) Payrolls and basic records. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanic working at the site of the work. 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 laborer 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 raises prescribed in the applicable programs. (Approved by the Office of Management of Budget under OMB Control Number 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 HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to HUD or its designee. 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 weekly transmittals. 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 at <https://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 address of each of each covered worker, and shall provide them upon request to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee, 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 subparagraph 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 submissions to HUD or its designee. (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 maintained under 29 CFR Part 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR 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 Optional 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 HUD or its designee 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, HUD or its designee may, after written notice to the contractor, sponsor, applicant or owner, 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 or to make such records available may be grounds for debarment action pursuant to 29 CFR Part 5.12.

A.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, Employment and Training Administration, Office of Apprenticeship and 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 and 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 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 register 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 that determination. In the event the Office of Apprenticeship and 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, 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 contractor 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 29CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended and 29 CFR Part 30.

A.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.

A.6: Subcontracts. The contractor or subcontractor will insert in any subcontracts the clauses contained in Subparagraphs 1 through 11 in this Paragraph A, and such other clauses as HUD or its designee may by appropriate instructions require and a copy of the applicable prevailing wage decision, 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 this paragraph.

A.7: Contracts 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.

A.8: Compliance with Davis-Bacon and Related Act Requirements. All rulings and interpretations of the Davis-Bacon Acts contained in 29 CFR Part 1, 3, and 5 are herein incorporated by reference in this contract.

A.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 HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.

A.10: (i) Certification of Eligibility. 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 HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(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 HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(iii) The penalty for making false statements is prescribed in the U. S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S.C., 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."

A.11: Complaints, Proceedings, or Testimony by Employees. 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 provisions of this Paragraph B are applicable where the amount of prime contract exceeds \$100,000. As used in this paragraph, the term "laborers" and "mechanics" include watchmen and guards.

(1) Overtime requirements. No contractor or subcontracting 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 case of work done under contract for the District of Columbia or a territory, to such District or 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 40 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.** HUD or its designee shall upon its own action or upon written request of authorized representative of the Department of Labor 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 subparagraphs (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

The provisions of this Paragraph C are applicable only where the amount of the prime contract exceeds \$100,000.

- (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 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 Stat 96). 40 USC 3701 et seq.
- (3)** The Contractor shall include the provisions of this paragraph in every subcontract so that such provisions will be binding on each subcontractor. The Contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions

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.

"General Decision Number: FL20210182 01/01/2021

Superseded General Decision Number: FL20200182

State: Florida

Construction Type: Highway

County: Palm Beach County in Florida.

HIGHWAY CONSTRUCTION PROJECTS

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.95 for calendar year 2021 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.95 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2021. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/01/2021

* SUFL2013-043 08/19/2013

	Rates	Fringes
CARPENTER, Includes Form Work....	\$ 15.38	0.00
CEMENT MASON/CONCRETE FINISHER...	\$ 15.69	0.00
ELECTRICIAN.....	\$ 18.20	0.00
FENCE ERECTOR.....	\$ 12.82	0.00
HIGHWAY/PARKING LOT STRIPING:		
Operator (Striping Machine).....	\$ 15.09	0.00

HIGHWAY/PARKING LOT STRIPING: Painter.....	\$ 12.13	0.00
HIGHWAY/PARKING LOT STRIPING: Operator (Spray Nozzleman).....	\$ 11.81	0.00
INSTALLER - GUARDRAIL.....	\$ 13.96	0.00
IRONWORKER, ORNAMENTAL.....	\$ 13.48	0.00
IRONWORKER, REINFORCING.....	\$ 16.58	0.00
IRONWORKER, STRUCTURAL.....	\$ 16.42	0.00
LABORER (Traffic Control Specialist incl. placing of cones/barricades/barrels - Setter, Mover, Sweeper).....	\$ 12.97	0.00
LABORER: Asphalt, Includes Raker, Shoveler, Spreader and Distributor.....	\$ 12.99	0.00
LABORER: Common or General.....	\$ 10.66	0.00
LABORER: Flagger.....	\$ 12.53	0.00
LABORER: Grade Checker.....	\$ 12.41	0.00
LABORER: Landscape & Irrigation.....	\$ 9.02	0.00
LABORER: Mason Tender - Cement/Concrete.....	\$ 13.91	3.50
LABORER: Pipelayer.....	\$ 14.82	0.00
OPERATOR: Backhoe/Excavator/Trackhoe.....	\$ 15.66	0.00
OPERATOR: Bobcat/Skid Steer/Skid Loader.....	\$ 12.88	0.00
OPERATOR: Boom.....	\$ 18.95	0.00
OPERATOR: Boring Machine.....	\$ 16.23	0.00
OPERATOR: Broom/Sweeper.....	\$ 12.70	0.00
OPERATOR: Bulldozer.....	\$ 16.00	0.00
OPERATOR: Concrete Finishing Machine.....	\$ 15.44	0.00
OPERATOR: Concrete Saw.....	\$ 16.22	0.00
OPERATOR: Crane.....	\$ 21.66	0.00
OPERATOR: Curb Machine.....	\$ 20.76	0.00
OPERATOR: Distributor.....	\$ 14.76	0.00
OPERATOR: Drill.....	\$ 14.78	0.00

OPERATOR: Forklift.....	\$ 16.32	0.00
OPERATOR: Gradall.....	\$ 15.75	0.91
OPERATOR: Grader/Blade.....	\$ 20.25	0.00
OPERATOR: Grinding/Grooving Machine.....	\$ 13.87	0.00
OPERATOR: Loader.....	\$ 14.19	0.00
OPERATOR: Mechanic.....	\$ 18.03	0.00
OPERATOR: Milling Machine.....	\$ 15.60	0.00
OPERATOR: Oiler.....	\$ 16.32	0.00
OPERATOR: Paver (Asphalt, Aggregate, and Concrete).....	\$ 14.73	2.36
OPERATOR: Piledriver.....	\$ 17.23	0.00
OPERATOR: Post Driver (Guardrail/Fences).....	\$ 14.45	0.00
OPERATOR: Roller.....	\$ 13.03	0.00
OPERATOR: Scraper.....	\$ 12.01	0.00
OPERATOR: Screed.....	\$ 15.51	0.00
OPERATOR: Tractor.....	\$ 10.79	0.00
OPERATOR: Trencher.....	\$ 14.74	0.00
PAINTER: Spray.....	\$ 16.52	0.00
SIGN ERECTOR.....	\$ 14.02	0.00
TRUCK DRIVER: Distributor Truck.....	\$ 14.96	2.17
TRUCK DRIVER: Dump Truck.....	\$ 11.84	0.00
TRUCK DRIVER: Flatbed Truck.....	\$ 14.28	0.00
TRUCK DRIVER: Lowboy Truck.....	\$ 13.98	0.00
TRUCK DRIVER: Slurry Truck.....	\$ 11.96	0.00
TRUCK DRIVER: Vector Truck.....	\$ 14.21	0.00
TRUCK DRIVER: Water Truck.....	\$ 13.25	0.00

WELDERS - Receive rate prescribed for craft performing
operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave
for Federal Contractors applies to all contracts subject to the
Davis-Bacon Act for which the contract is awarded (and any
solicitation was issued) on or after January 1, 2017. If this

contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which

these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator

U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION

"

EMPLOYEE RIGHTS

UNDER THE DAVIS-BACON ACT

FOR LABORERS AND MECHANICS EMPLOYED ON FEDERAL OR FEDERALLY ASSISTED CONSTRUCTION PROJECTS

PREVAILING WAGES

You must be paid not less than the wage rate listed in the Davis-Bacon Wage Decision posted with this Notice for the work you perform.

OVERTIME

You must be paid not less than one and one-half times your basic rate of pay for all hours worked over 40 in a work week. There are few exceptions.

ENFORCEMENT

Contract payments can be withheld to ensure workers receive wages and overtime pay due, and liquidated damages may apply if overtime pay requirements are not met. Davis-Bacon contract clauses allow contract termination and debarment of contractors from future federal contracts for up to three years. A contractor who falsifies certified payroll records or induces wage kickbacks may be subject to civil or criminal prosecution, fines and/or imprisonment.

APPRENTICES

Apprentice rates apply only to apprentices properly registered under approved Federal or State apprenticeship programs.

PROPER PAY

If you do not receive proper pay, or require further information on the applicable wages, contact the Contracting Officer listed below:

Palm Beach County
Department of Housing and Economic Sustainability
100 Australian Avenue - Suite 500
West Palm Beach, FL 33406
(561) 233-3610

or contact the U.S. Department of Labor's Wage and Hour Division.



WAGE AND HOUR DIVISION
UNITED STATES DEPARTMENT OF LABOR

1-866-487-9243
TTY: 1-877-889-5627
www.dol.gov/whd



DERECHOS DEL EMPLEADO BAJO LA LEY DAVIS-BACON

PARA OBREROS Y MECÁNICOS EMPLEADOS EN PROYECTOS DE CONSTRUCCIÓN FEDERAL O CON ASISTENCIA FEDERAL

SALARIOS PREVALECIENTES

No se le puede pagar menos de la tasa de pago indicada en la Decisión de Salarios Davis-Bacon fijada con este Aviso para el trabajo que Ud. desempeña.

SOBRETIEMPO

Se le ha de pagar no menos de tiempo y medio de su tasa básica de pago por todas las horas trabajadas en exceso de 40 en una semana laboral. Existen pocas excepciones.

CUMPLIMIENTO

Se pueden retener pagos por contratos para asegurarse que los obreros reciban los salarios y el pago de sobretiempo debidos, y se podría aplicar daños y perjuicios si no se cumple con las exigencias del pago de sobretiempo. Las cláusulas contractuales de Davis-Bacon permiten la terminación y exclusión de contratistas para efectuar futuros contratos federales hasta tres años. El contratista que falsifique los registros certificados de las nóminas de pago o induzca devoluciones de salarios puede ser sujeto a procesamiento civil o criminal, multas y/o encarcelamiento.

APRENDICES

Las tasas de aprendices sólo se aplican a aprendices correctamente inscritos bajo programas federales o estatales aprobados.

PAGO APROPIADO

Si Ud. no recibe el pago apropiado, o precisa de información adicional sobre los salarios aplicables, póngase en contacto con el Contratista Oficial que aparece abajo:

**Palm Beach County
Department of Housing and Economic Sustainability
100 Australian Avenue - Suite 500
West Palm Beach, FL 33406
(561) 233-3610**

o póngase en contacto con la División de Horas y Salarios del Departamento de Trabajo de los EE.UU.



DIVISIÓN DE HORAS Y SALARIOS
DEPARTAMENTO DE TRABAJO DE LOS EE.UU.

1-866-487-9243
TTY: 1-877-889-5627
www.dol.gov/whd



**58.5 STATUTORY CHECKLIST
ENVIRONMENTAL REVIEW FOR ACTIVITY CATEGORICALLY EXCLUDED SUBJECT TO SECTION
58.5 PURSUANT TO 24 CFR 58.35(A)**

Project Information

Project Name	Howard Park Improvements
Responsible Entity	City of Lake Worth Beach
Grant Recipient (if different than Responsible Entity)	
Preparer	Michael Sklar, Senior Planner
Certifying Officer Name and Title	Jonathan B. Brown, Director
Direct Comments to	Jonathan B. Brown, Director, PBC HES
Project Location (Target area, city, county)	1701 Wingfield Street, Lake Worth Beach Target Area, Lake Worth Beach, Palm Beach County
Description of the Proposed Project [24 CFR 50.12 & 58.32; 40 CFR 1508.25]	Improvements to Howard Park include reconstruction of the bathrooms, resurfacing of the basketball courts, replacement of the playground, replacement of the park pavilion, and replacement of existing fencing.
Level of Environmental Review Determination	Categorically Excluded per 24 CFR 58.35(a), and subject to laws and authorities at §58.5

Funding Information:

Grant Number	HUD Program	Funding Amount
B-20-UC-12-0004	CDBG	\$ 266,560
		\$
		\$
Estimated HUD Funded Amount		
Estimated HUD Funded Amount		\$ 266,560
Estimated Total Project Cost (All HUD and non-HUD funds combined) [24 CFR 58.32(d)]		\$ 266,560

Compliance with 24 CFR 50.4, 58.5, and 58.6 Laws and Authorities

Record below the compliance or conformance determinations for each statute, executive order, or regulation. Provide credible, traceable, and supportive source documentation for each authority. Where applicable, complete the necessary reviews or consultations and obtain or note applicable permits of approvals. Clearly note citations, dates/names/titles of contacts, and page references. Attach additional documentation to support conclusions.

		<p>within a ½ mile of the project site. The project site is also located in a brownfield area (former Lake Worth Municipal Landfill). The project site is located in a Zone 4 Wellfield Zone of Influence. Due to the nature of the project, it is not anticipated that it will be impacted by conditions at the project site, however, although no additional environmental investigation is warranted or needed at this time, the chosen contractor for the project must follow PBC ERM’s “Best Management Practices of the Construction Industry” to prevent the discharge of additional contaminants at the site during construction activities.</p>
<p>Endangered Species - Endangered Species Act of 1973, particularly section 7; 50 CFR Part 402</p>	<p>Yes No <input type="checkbox"/> <input checked="" type="checkbox"/></p>	<p>The U.S. Fish and Wildlife Service (FWS) provides a listing of threatened and endangered species by County report. No endangered plant or animal species have been identified at the project site. If a listed species is identified at the project site, the FWS will be contacted and a determination will be made as to whether mitigation measures or conditions will be required.</p>
<p>Explosive and Flammable Hazards - 24 CFR Part 51 Subpart C</p>	<p>Yes No <input type="checkbox"/> <input checked="" type="checkbox"/></p>	<p>The project involves reconstruction of the bathrooms, resurfacing of the basketball courts, replacement of the playground, replacement of the park pavilion, and replacement of existing fencing. This project will not increase the number of people exposed to hazardous operations by increasing residential densities. Therefore, the activity is not subject to 24 CFR 51.201 and an ASD calculation and evaluation are not required.</p>
<p>Farmlands Protection - Farmland Protection Policy Act of 1981, particularly sections 1504(b) and 1541; 7 CFR Part 658</p>	<p>Yes No <input type="checkbox"/> <input checked="" type="checkbox"/></p>	<p>The project site will not impact farmland and will not result in a change of land use. Therefore, the project is in compliance with the FPP Act.</p>
<p>Floodplain Management - Executive Order 11988, particularly section 2(a); 24 CFR Part 55</p>	<p>Yes No <input type="checkbox"/> <input checked="" type="checkbox"/></p>	<p>The property is located in Zone X, Flood Map 0781F, eff. 10/5/2017. The property is not located in a floodway, not a substantial improvement nor is it a critical action that would prevent it from moving forward.</p>
<p>Historic Preservation, SHPO National Historic Preservation Act of 1966, particularly sections 106 and 110; 36 CFR Part 800</p>	<p>Yes No <input type="checkbox"/> <input checked="" type="checkbox"/></p>	<p>This site has previously been disturbed. Therefore, review by the State Historic Preservation Office is not required.</p>

Historic Preservation, Native American Tribes – National Historic Preservation Act of 1966, section 106	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	This site has not been vacant for over 50 years, and any evidence of Native American activities has been obfuscated. Therefore, a review by the State Historic Preservation Office is not required.
Noise Abatement and Control - Noise Control Act of 1972, as amended by the Quiet Communities Act of 1978; 24 CFR Part 51 Subpart B	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	The project site is located ~ 1,640 feet from the FEC railroad tracks and over 1,000 feet from Dixie Highway (US Hwy One). The site is located ~1.42 miles from Palm Beach County Airpark in Lantana, FL and ~6.4 miles from Palm Beach International Airport. Based on HUD DNL Calculator computations, the noise level for the project is 62dB, which is considered to be Normally Acceptable for this type of project.
Sole Source Aquifers - Safe Drinking Water Act of 1974, as amended, particularly section 1424(e); 40 CFR Part 149	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	There is one sole source aquifer, the Biscayne Aquifer located in Palm Beach County. Due to the location of the project, it will not be impacted by the project site.
Wetlands Protection - Executive Order 11990, particularly sections 2 and 5	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	A review of the project site using the National Wetlands Inventory Map determined that no wetlands were found in the project area.
Wild and Scenic Rivers - Wild and Scenic Rivers Act of 1968, particularly section 7(b) and (c)	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	There is one wild and scenic river in Palm Beach County, the Loxahatchee River. Due to the geographic separation of the project site and the river system (>20 miles), the project will impact the river.
ENVIRONMENTAL JUSTICE		
Environmental Justice - Executive Order 12898	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	The project will consist of improvements to an existing playground and picnic area located at Howard Park in the City of Lake Worth Beach. The project will not create adverse environmental conditions that would disproportionately affect low and moderate income households in the area.

Field Inspection (Date and completed by)	No field inspection was conducted for this project
Summary of Findings and Conclusions	Improvements to Howard Park will be beneficial to low and moderate families residing in the area. Work at the site will follow all applicable environmental regulations and no project modification is necessary for this project.

Mitigation Measures and Conditions [40 CFR 1505.2(c)]

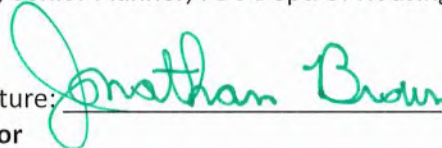
Summarize below all mitigation measures adopted by the Responsible Entity to reduce, avoid, or eliminate adverse environmental impacts and to avoid non-compliance or non-conformance with the above-listed authorities and factors. These measures/conditions must be incorporated into project contracts, development agreements, and other relevant documents. The staff responsible for implementing and monitoring mitigation measures should be clearly identified in the mitigation plan.

Law, Authority, or Factor	Mitigation Measure
Asbestos	n/a
Lead Based Paint	n/a

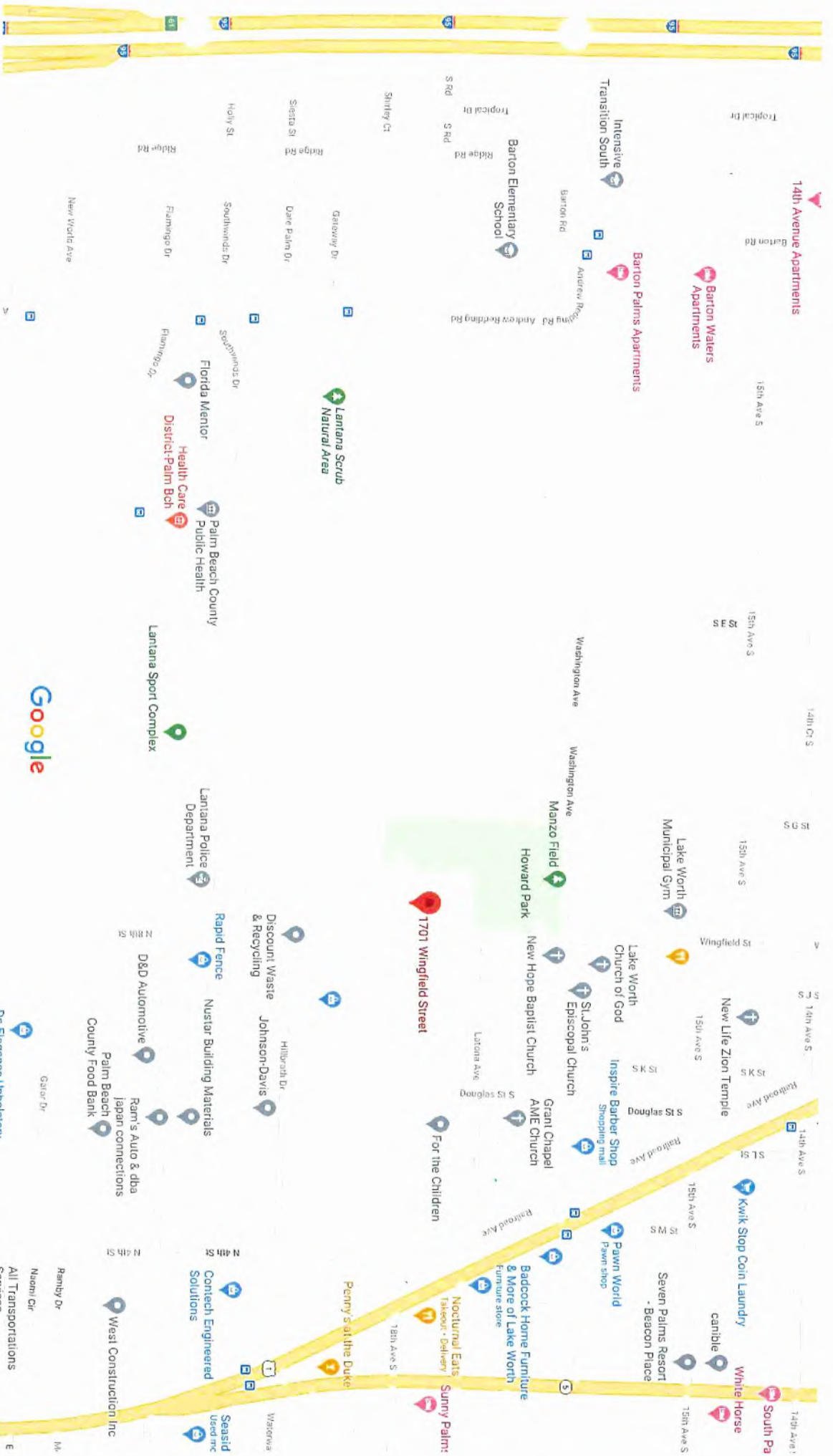
Determination:

- This categorically excluded activity/project converts to **EXEMPT** per Section 58.34(a)(12), because it does not require any mitigation for compliance with any listed statutes or authorities, nor requires any formal permit or license; **Funds may be committed and drawn down after certification of this part** for this (now) EXEMPT project; OR
- This non-tiered categorically excluded activity/project cannot convert to Exempt status because one or more statutes or authorities listed at Section 58.5 requires formal consultation or mitigation. Complete consultation/mitigation protocol requirements, **publish NOI/RROF and obtain "Authority to Use Grant Funds"** (HUD 7015.16) per Section 58.70 and 58.71 before committing or drawing down any funds; OR
- After conducting a Tier I Environmental review on the project/program target area, it has been determined that this categorically excluded activity/project cannot convert to exempt status because one or more statutes or authorities listed at Section 58.5 requires formal consultation or mitigation. Formal consultation/mitigation will occur as project sites are identified in a Tier II Site-Specific Environmental Review process. All identified actions/mitigation measures required by the Tier II review will be completed and endorsed by the governing compliance agency before committing or drawing down any funds for the project.
- This project is not categorically excluded OR, if originally categorically excluded, is now subject to a full Environmental Assessment according to Part 58 Subpart E due to extraordinary circumstances (Section 58.35(c)).

Preparer Signature:  Date: 10/5/2020
Name/Title/Organization: Michael Sklar, Senior Planner, PBC Dept. of Housing and Economic Sustainability

Responsible Entity Agency Official Signature:  Date: 10/6/2020
Name/Title: **Jonathan B. Brown/Director**

This original, signed document and related supporting material must be retained on file by the Responsible Entity in an Environmental Review Record (ERR) for the activity/project (ref: 24 CFR Part 58.38) and in accordance with recordkeeping requirements for the HUD program(s).





e S

12th Ave S

12th Ave S

Barton Rd

Andre

Redding Rd

S Dixie Hwy

S Federal Hwy

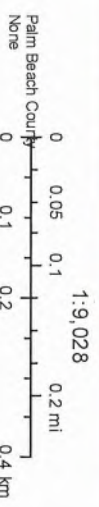
N Federal Hwy N Dixie Hwy

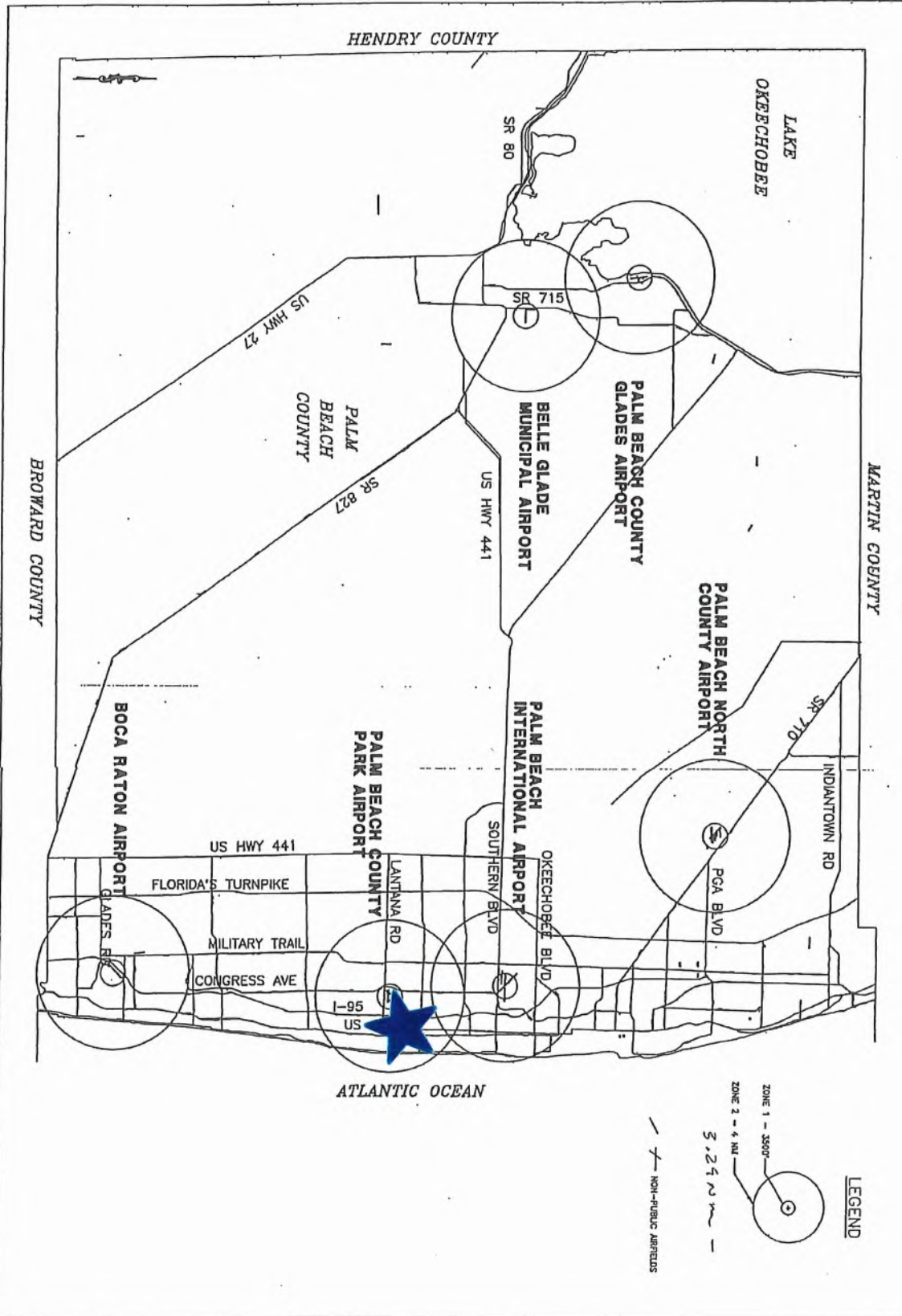


Created by: Palm Beach County

October 1, 2020

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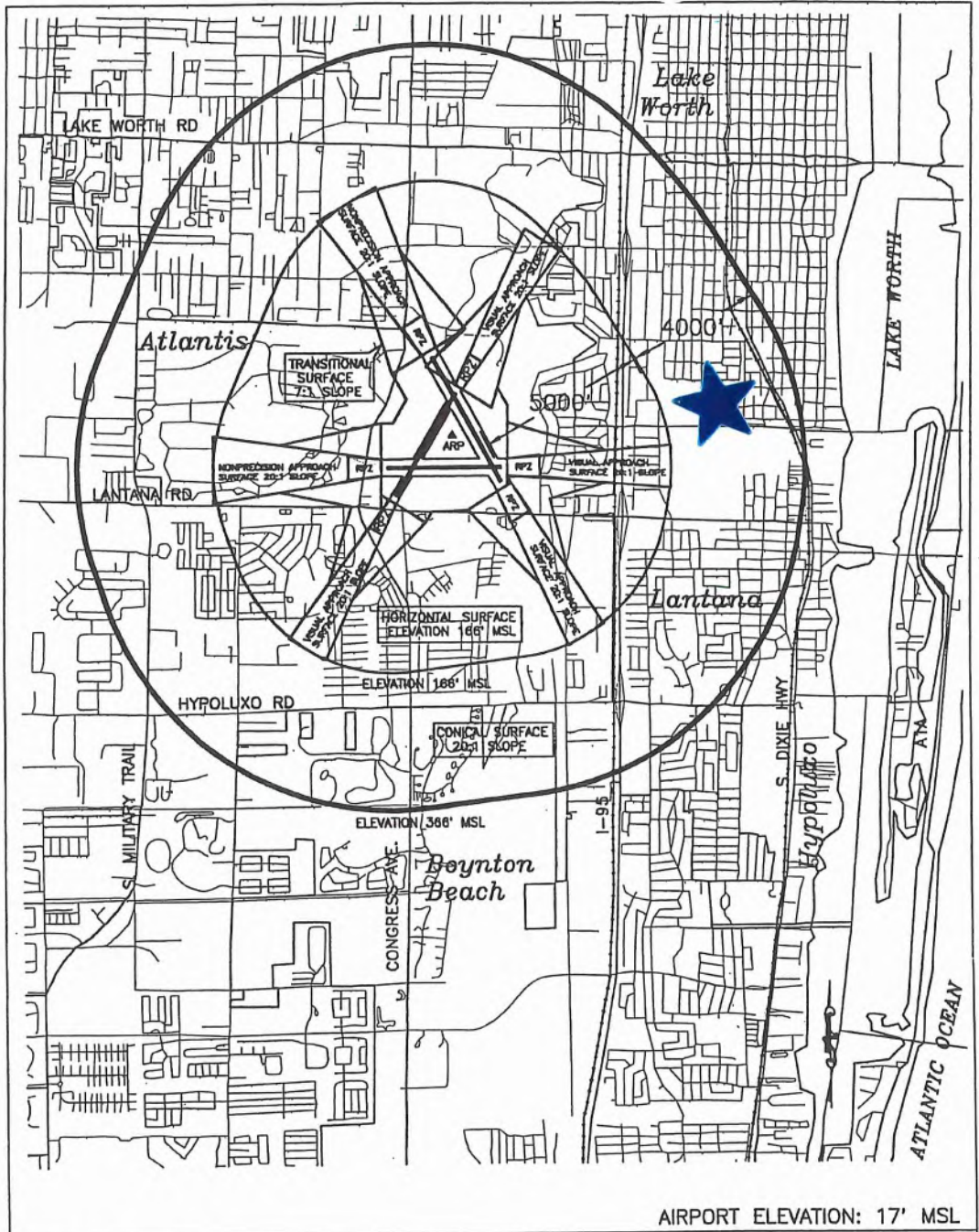




**APPENDIX 1
AIRSPACE NOTIFICATION MAP**

SCALE: 1"=25000'

FEBRUARY 1996



AIRPORT ELEVATION: 17' MSL

APPENDIX 3

MAP B

SCALE: 1"=4000'

FEBRUARY 1996

PALM BEACH COUNTY
 PARK AIRPORT
 LANTANA, FLORIDA

National Flood Hazard Layer FIRMette



80°34'9"W, 26°35'56"N



Legend

SEE FIS REPORT FOR DETAILED LEGEND AND INDEX MAP FOR FIRM PANEL LAYOUT

SPECIAL FLOOD HAZARD AREAS

- Without Base Flood Elevation (BFE)
Zone A, V, A99
With BFE or Depth Zone AE, AO, AH, VE, AR
Regulatory Floodway

OTHER AREAS OF FLOOD HAZARD

- 0.2% Annual Chance Flood Hazard. Areas of 1% annual chance flood with average depth less than one foot or with drainage areas of less than one square mile Zone X
- Future Conditions 1% Annual Chance Flood Hazard Zone X
- Area with Reduced Flood Risk due to Levee. See Notes. Zone X
- Area with Flood Risk due to Levee Zone D

OTHER AREAS

- NO SCREEN Area of Minimal Flood Hazard Zone X
- Effective LOMRs
- Area of Undetermined Flood Hazard Zone D

GENERAL STRUCTURES

- Channel, Culvert, or Storm Sewer
- Levee, Dike, or Floodwall

OTHER FEATURES

- 20.2 Cross Sections with 1% Annual Chance Water Surface Elevation
- 17.5 Coastal Transsect
- Base Flood Elevation Line (BFE)
- Limit of Study
- Jurisdiction Boundary
- Coastal Transsect Baseline
- Profile Baseline
- Hydrographic Feature

MAP PANELS

- Digital Data Available
- No Digital Data Available
- Unmapped

The pin displayed on the map is an approximate point selected by the user and does not represent an authoritative property location.

This map complies with FEMA's standards for the use of digital flood maps if it is not void as described below. The basemap shown complies with FEMA's basemap accuracy standards

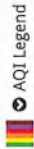
The flood hazard information is derived directly from the authoritative NFHL web services provided by FEMA. This map was exported on 10/1/2020 at 10:26 AM and does not reflect changes or amendments subsequent to this date and time. The NFHL and effective information may change or become superseded by new data over time.

This map image is void if the one or more of the following map elements do not appear: basemap imagery, flood zone labels, legend, scale bar, map creation date, community identifiers, FIRM panel number, and FIRM effective date. Map images for unmapped and unmodernized areas cannot be used for regulatory purposes.

Trends

Today

West Palm Beach Reporting Area



This chart shows the NowCast AQI in your area for the previous 24 hours. Mouse over or tap a bar to see which pollutant (ozone or PM) was highest that hour.

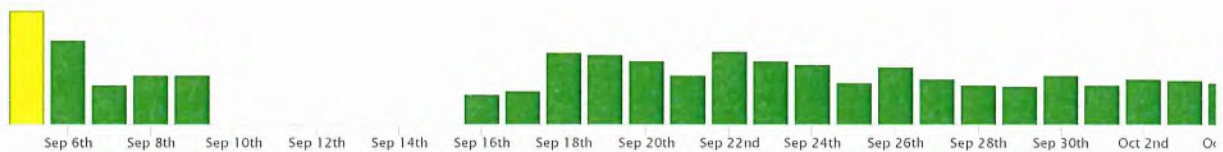
Week

West Palm Beach Reporting Area



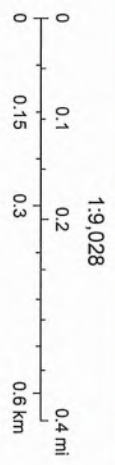
This chart shows the daily AQI in your area for each of the last 7 days. Mouse over or tap a bar to see which pollutant (ozone or PM) was highest that day.

West Palm Beach Reporting Area



Howard Park Improvements

1/2 mile radius

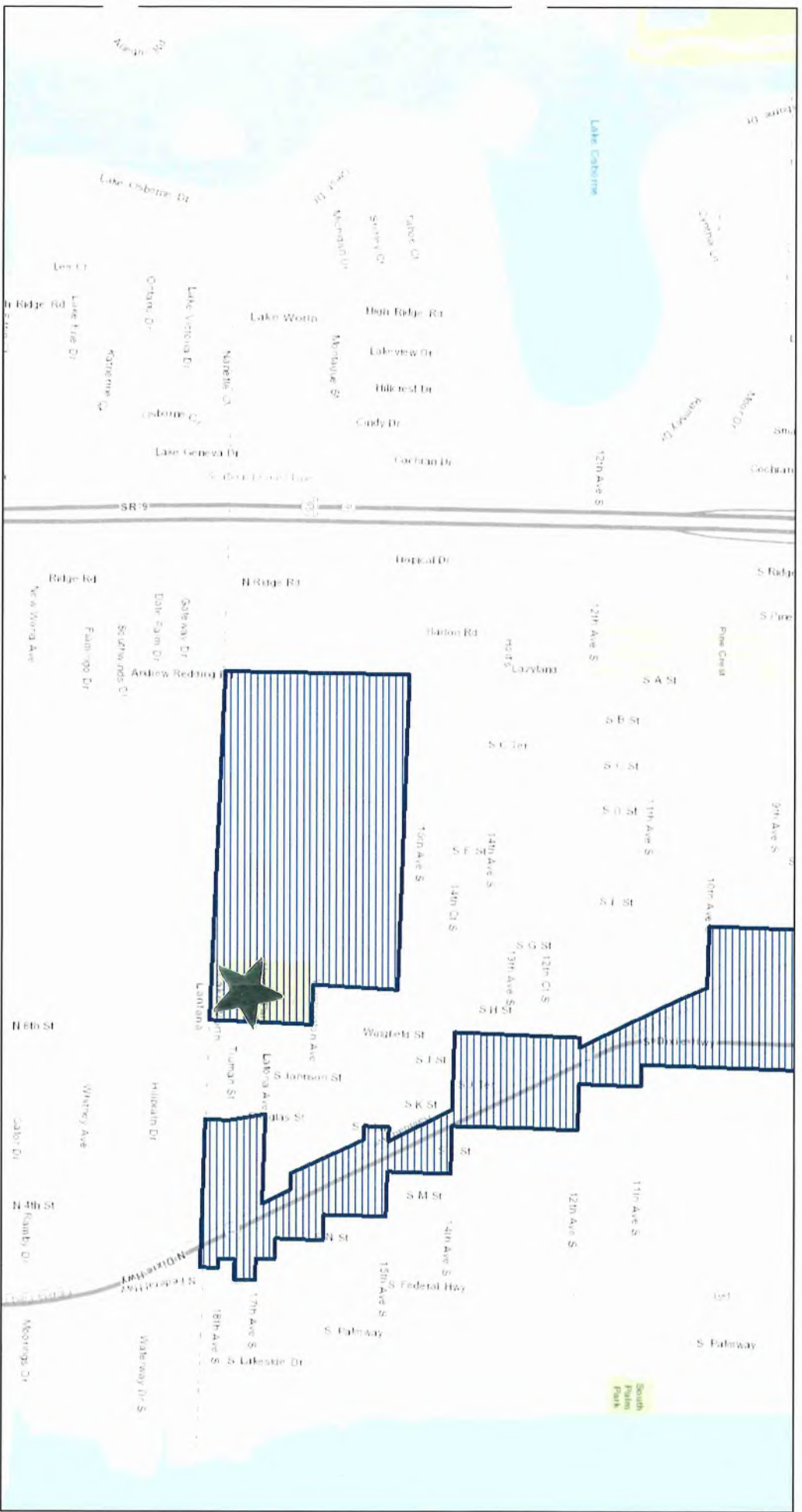


- October 2, 2020
- DEP Cleanup Sites
 - ▲ BROWFIELD SITES
 - ▲ PETROLEUM
 - ▲ SUPERFUND
 - ▲ OTHER WASTE CLEANUP



EDP/DWM, Sources: Esri, HERE, Garmin, Inmap, Intermap, P Corp., GEBCO, USGS, FAO, NPS, NRCAN, Geobase, IGN, Kadaster NL, Ordnance Survey, Esri Japan, METI, Esri China (Hong Kong), (c) OpenStreetMap contributors, and the GIS User Community

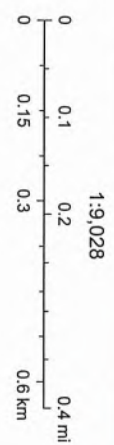
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Howard Park - Brownfields Map



October 2, 2020

-  Brownfield Areas
-  Brownfield Sites



Sources: Esri, HERE, Garmin, Intermap, increment P Corp., GEBCO, USGS, FAO, NPS, NRCAN, Geobase, IGN, Kadaster NL, Ordnance Survey, Esri Japan, METI, Esri China (Hong Kong), (c) OpenStreetMap contributors, and the GIS User Community, FDEP/ DMM/BWC

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Facility ID#: 8735686

District: SED

Name: Johnson Davis Inc

County: 50 - Palm Beach

604 Hillbrath Dr

Type: C - Fuel User/Non-Retail

Lantana, FL 33462-1656

Status: Open

Contact: Gene Gardner

Latitude: 26:35:33.0653

Phone: 561-588-1170

Longitude: 80:03:20.1974

DPHO -

LL Method: Autonomous GPS

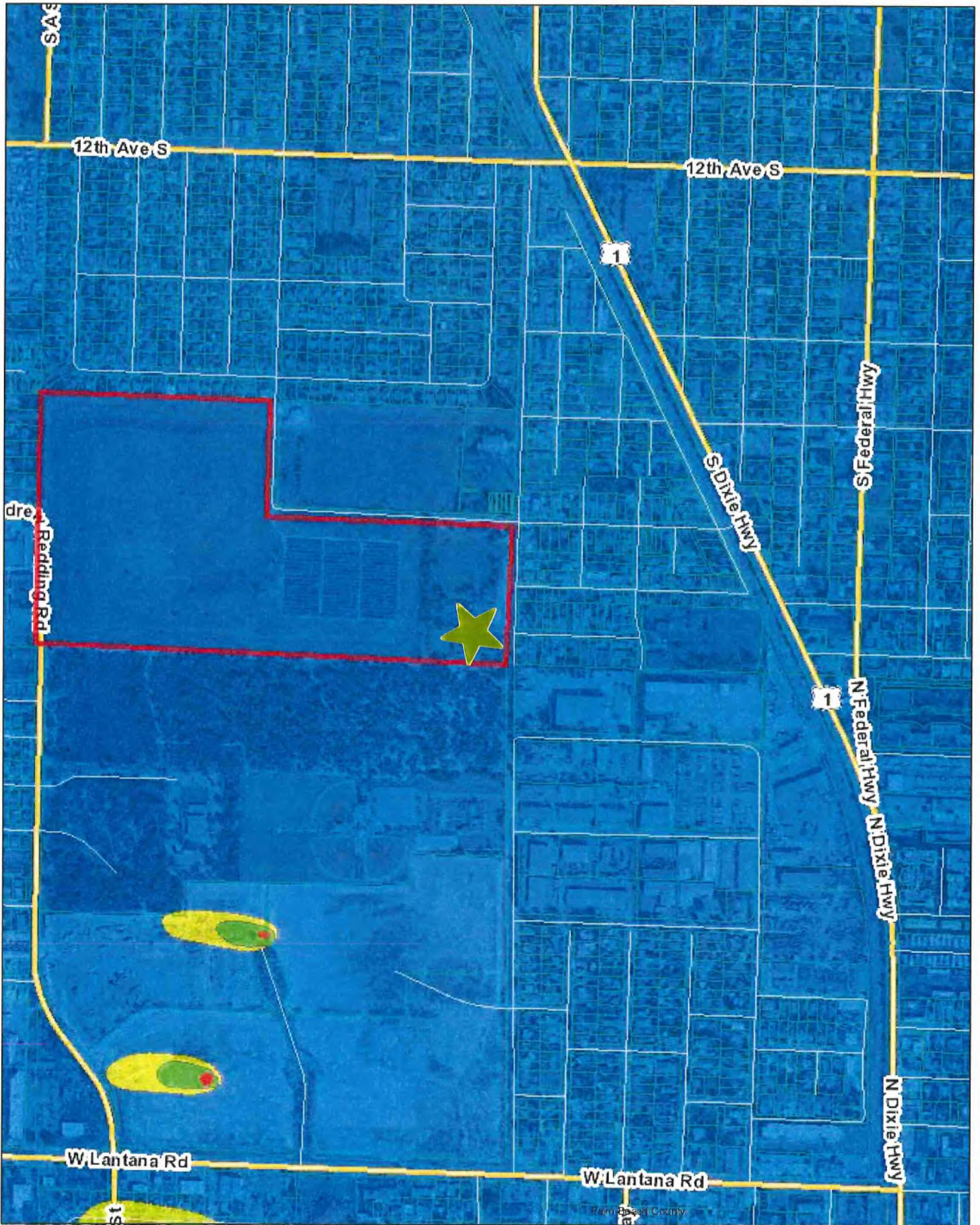
Account Owner: Johnson Davis Inc

Tank#	Size	Content	Installed	Placemen t	Status	Construction	Piping	Monitorin g
3	275	New/Lube Oil	03/01/1985	ABOVE	In Service	C - Steel	A - Abv, No Soil Contact	I - Not Required
4	275	Other Non Regulated	03/01/1985	ABOVE	In Service	C - Steel	A - Abv, No Soil Contact	I - Not Required
5	275	Waste Oil	03/01/1985	ABOVE	In Service	C - Steel	A - Abv, No Soil Contact	I - Not Required
95-41	550	Vehicular Diesel	09/01/1995	ABOVE	In Service	C - Steel	A - Abv, No Soil Contact	M - Manual Tank Gauging - Usts
95-42	550	Vehicular Diesel	09/01/1995	ABOVE	In Service	C - Steel	A - Abv, No Soil Contact	M - Manual Tank Gauging - Usts
95-51	550	Vehicular Diesel	01/01/1996	ABOVE	In Service	C - Steel	A - Abv, No Soil Contact	M - Manual Tank Gauging - Usts

95-29	550 Vehicular Diesel	03/01/1994	ABOVE	In Service	C - Steel	A - Abv, No Soil Contact	M - Manual Tank Gauging - Usts
95-31	550 Vehicular Diesel	04/01/1994	ABOVE	In Service	C - Steel	A - Abv, No Soil Contact	M - Manual Tank Gauging - Usts
95-56	550 Vehicular Diesel	06/01/1996	ABOVE	In Service	C - Steel	A - Abv, No Soil Contact	M - Manual Tank Gauging - Usts
95-57	550 Vehicular Diesel	06/01/1996	ABOVE	In Service	C - Steel	A - Abv, No Soil Contact	M - Manual Tank Gauging - Usts
95-60	550 Vehicular Diesel	06/01/1996	ABOVE	In Service	C - Steel	A - Abv, No Soil Contact	M - Manual Tank Gauging - Usts
95-67	550 Vehicular Diesel	06/01/1996	ABOVE	In Service	C - Steel	A - Abv, No Soil Contact	M - Manual Tank Gauging - Usts
95-74	550 Vehicular Diesel	06/01/1996	ABOVE	In Service	C - Steel	A - Abv, No Soil Contact	M - Manual Tank Gauging - Usts
95-75	550 Vehicular Diesel	06/01/1996	ABOVE	In Service	C - Steel	A - Abv, No Soil Contact	M - Manual Tank Gauging - Usts
95-76	550 Vehicular Diesel	06/01/1996	ABOVE	In Service	C - Steel	A - Abv, No Soil Contact	M - Manual

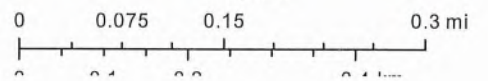
							Tank Gauging - Usts
95-48	280 Vehicular Diesel	12/01/1995	ABOVE	In Service	C - Steel	A - Abv, No Soil Contact	M - Manual Tank Gauging - Usts
95-49	280 Vehicular Diesel	12/01/1995	ABOVE	In Service	C - Steel	A - Abv, No Soil Contact	M - Manual Tank Gauging - Usts
95-52	465 Vehicular Diesel	01/01/1996	ABOVE	In Service	C - Steel	A - Abv, No Soil Contact	M - Manual Tank Gauging - Usts
PTO658	1200 Unleaded Gas 0	03/01/2001	ABOVE	In Service	C - Steel I - Double Wall L - Compartmented M - Spill Containment Bucket P - Level Gauges/Alarms	A - Abv, No Soil Contact B - Steel/Galvanized Metal I - Suction Piping System K - Dispenser Liners	F - Monitor Dbl Wall Tank Space Q - Visual Inspection Of Asts
95-17	1000 Generator/Pump Diesel	02/01/1994	ABOVE	NonReg Construction	C - Steel	A - Abv, No Soil Contact	M - Manual Tank Gauging - Usts
1	4000 Unleaded Gas	03/01/1985	UNDER	Removed from Site			
2	4000 Vehicular Diesel	03/01/1985	UNDER	Removed from Site			

3-43-44-33-00-000-103L



October 1, 2020

1:9,028



ArcGIS > Solid Waste Map

Map

Details | Basemap | Legend

About Content Legend

Legend

Solid Waste Facilities

- Facility
- General Disposal Area
- Waste Processing Area

Solid Waste Test Sites

- Gas Condensate Sample Point
- Leachate Collection Sample Point
- Monitor Well
- Private Supply Well
- Public Supply Well
- Soil/Ash/ Sediment Sample
- Solid Waste Effluent Monitoring Point
- Solid Waste Influent Monitoring Point
- Surface Water Sample Point

Map interface showing streets (e.g., 12th Ave S, 13th Ave S, 14th Ave S, 15th Ave S, 16th Ave S, 17th Ave S, 18th Ave S), roads (SR-9, N Federal Hwy, Wilkie Hwy), and various waste facilities and test sites marked with colored icons. A scale bar indicates 0, 300, and 600 feet. Navigation controls (Zoom In, Zoom Out, Home, Full Screen) are visible in the top right corner.

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U.S. Fish & Wildlife Service

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ECOS Environmental Conservation Online System

Conserving the Nature of America

[ECOS](#) / [Species Reports](#) / Species By County Report

Species By County Report

The following report contains Species that are known to or are believed to occur in this county. Species with range unrefined past the state level are now excluded from this report. If you are looking for the Section 7 range (for Section 7 Consultations), please visit the [IPaC](#) application.

County: Palm Beach, Florida

CSV

Need to contact a FWS field office about a species? Follow [this link](#) to find your local FWS Office.

Group	Name	Population	Status	Lead Office	Recovery Plan	Recovery Plan Action Status	Recovery Plan Stage
Birds	Whooping crane (<i>Grus americana</i>)	U.S.A. (CO, ID, FL, NM, UT, and the western half of Wyoming)	Experimental Population, Non-Essential	Office of the Regional Director			
Birds	Everglade snail kite (<i>Rostrhamus sociabilis plumbeus</i>)	Wherever found	Endangered	South Florida Ecological Services Field Office	South Florida Multi-Species Recovery Plan (68 spp.)	Implementation Progress	Final
Birds	Kirtland's Warbler (<i>Setophaga kirtlandii</i> (= <i>Dendroica kirtlandii</i>))	Wherever found	Endangered	Michigan Ecological Services Field Office	Kirtland's Warbler Recovery Plan, Updated	Implementation Progress	Final Revision 1
Birds	Red-cockaded woodpecker (<i>Picoides borealis</i>)	Wherever found	Endangered	Mississippi Ecological Services Field Office	Red-cockaded Woodpecker Recovery Plan, Second Revision	Implementation Progress	Final Revision 2
Birds	Wood stork (<i>Mycteria americana</i>)	AL, FL, GA, MS, NC, SC	Threatened	North Florida Ecological Services Field Office	Revised Recovery Plan for the U.S. Breeding Population of the Wood Stork	Implementation Progress	Final Revision 1
Birds	Audubon's crested caracara (<i>Polyborus plancus audubonii</i>)	FL pop.	Threatened	South Florida Ecological Services Field Office	South Florida Multi-Species Recovery Plan (68 spp.)	Implementation Progress	Final

Group	Name	Population	Status	Lead Office	Recovery Plan	Recovery Plan Action Status	Recovery Plan Stage
Birds	Piping Plover (<i>Charadrius melodus</i>)	[Atlantic Coast and Northern Great Plains populations] - Wherever found, except those areas where listed as endangered.	Threatened	Office of the Regional Director	Piping Plover Atlantic Coast Population Revised Recovery Plan	Implementation Progress	Final Revision 1
Birds	Piping Plover (<i>Charadrius melodus</i>)	[Atlantic Coast and Northern Great Plains populations] - Wherever found, except those areas where listed as endangered.	Threatened	Office of the Regional Director	Volume I: Draft Revised Recovery Plan for the Northern Great Plains Piping Plover (Charadrius melodus)	Recovery efforts in progress, but no implementation information yet to display.	Draft Revision 1
Birds	Florida scrub-jay (<i>Aphelocoma coerulescens</i>)	Wherever found	Threatened	North Florida Ecological Services Field Office	Florida Scrub Jay	Implementation Progress	Final
Birds	Red knot (<i>Calidris canutus rufa</i>)	Wherever found	Threatened	New Jersey Ecological Services Field Office			
Flowering Plants	Four-petal pawpaw (<i>Asimina tetramera</i>)	Wherever found	Endangered	South Florida Ecological Services Field Office	South Florida Multi-Species Recovery Plan (68 spp.)	Implementation Progress	Final
Flowering Plants	Okeechobee gourd (<i>Cucurbita okeechobeensis</i> ssp. <i>okeechobeensis</i>)	Wherever found	Endangered	South Florida Ecological Services Field Office	South Florida Multi-Species Recovery Plan (68 spp.)	Implementation Progress	Final
Flowering Plants	Beach jacquemontia (<i>Jacquemontia reclinata</i>)	Wherever found	Endangered	South Florida Ecological Services Field Office	South Florida Multi-Species Recovery Plan (68 spp.)	Implementation Progress	Final

Group	Name	Population	Status	Lead Office	Recovery Plan	Recovery Plan Action Status	Recovery Plan Stage
Flowering Plants	Tiny polygala (<i>Polygala smallii</i>)	Wherever found	Endangered	South Florida Ecological Services Field Office	South Florida Multi-Species Recovery Plan (68 spp.)	Implementation Progress	Final
Flowering Plants	Florida prairie-clover (<i>Dalea carthagensis floridana</i>)	Wherever found	Endangered	South Florida Ecological Services Field Office			
Insects	Bartram's hairstreak Butterfly (<i>Strymon acis bartrami</i>)	Wherever found	Endangered	South Florida Ecological Services Field Office			
Insects	Florida leafwing Butterfly (<i>Anaea troglodyta floridalis</i>)	Wherever found	Endangered	South Florida Ecological Services Field Office			
Lichens	Florida perforate cladonia (<i>Cladonia perforata</i>)	Wherever found	Endangered	South Florida Ecological Services Field Office	South Florida Multi-Species Recovery Plan (68 spp.)	Implementation Progress	Final
Mammals	West Indian Manatee (<i>Trichechus manatus</i>)	Wherever found	Threatened	North Florida Ecological Services Field Office	Florida Manatee Recovery Plan, Third Revision	Implementation Progress	Final Revision 3
Mammals	West Indian Manatee (<i>Trichechus manatus</i>)	Wherever found	Threatened	North Florida Ecological Services Field Office	Recovery Plan Puerto Rican Population of the West Indian (Antillean) Manatee	Implementation Progress	Final
Mammals	Florida panther (<i>Puma (=Felis) concolor coryi</i>)	Wherever found	Endangered	South Florida Ecological Services Field Office	Third Revision of the Florida Panther Recovery Plan	Implementation Progress	Final Revision 3

Group	Name	Population	Status	Lead Office	Recovery Plan	Recovery Plan Action Status	Recovery Plan Stage
Mammals	Southeastern beach mouse (<i>Peromyscus polionotus niveiventris</i>)	wherever found	Threatened	North Florida Ecological Services Field Office	Anastasia Island/Southeast Beach Mice (2 spp.)	Implementation Progress	Final
Mammals	Puma (=mountain lion) (<i>Puma (=Felis) concolor (all subsp. except coryi)</i>)	FL	Similarity of Appearance (Threatened)	Office of the Regional Director			
Reptiles	American alligator (<i>Alligator mississippiensis</i>)	Wherever found	Similarity of Appearance (Threatened)	Office of the Regional Director			
Reptiles	Hawksbill sea turtle (<i>Eretmochelys imbricata</i>)	Wherever found	Endangered	North Florida Ecological Services Field Office	Recovery Plan for the Hawksbill Turtle in the U.S. Caribbean, Atlantic and Gulf of Mexico	Implementation Progress	Final Revision 1
Reptiles	Hawksbill sea turtle (<i>Eretmochelys imbricata</i>)	Wherever found	Endangered	North Florida Ecological Services Field Office	Recovery Plan for U.S. Pacific Populations of the Hawksbill Turtle	Implementation Progress	Final Revision 1
Reptiles	Leatherback sea turtle (<i>Dermochelys coriacea</i>)	Wherever found	Endangered	North Florida Ecological Services Field Office	Recovery Plan for U.S. Pacific Populations of the Leatherback Turtle	Implementation Progress	Final Revision 1
Reptiles	Leatherback sea turtle (<i>Dermochelys coriacea</i>)	Wherever found	Endangered	North Florida Ecological Services Field Office	Recovery Plan for Leatherback Turtles in the U.S. Caribbean, Atlantic, and Gulf of Mexico	Implementation Progress	Final Revision 1
Reptiles	Loggerhead sea turtle (<i>Caretta caretta</i>)	Northwest Atlantic Ocean DPS	Threatened	North Florida Ecological Services Field Office	Recovery Plan for the Northwest Atlantic Population of the Loggerhead Sea Turtle (Caretta caretta): Second Revision	Implementation Progress	Final Revision 2

Group	Name	Population	Status	Lead Office	Recovery Plan	Recovery Plan Action Status	Recovery Plan Stage
Reptiles	Eastern indigo snake (<i>Drymarchon corais couperi</i>)	Wherever found	Threatened	Georgia Ecological Services Field Office	<u>Eastern Indigo Snake</u>	<u>Implementation Progress</u>	Final
Reptiles	Gopher tortoise (<i>Gopherus polyphemus</i>)	eastern	Candidate	North Florida Ecological Services Field Office			

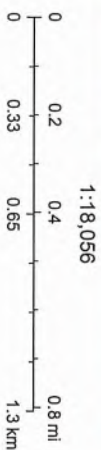
Howard Park - 1 mile radius (ASD)



October 2, 2020

DEP Cleanup Sites

- ▲ BROWNFIELD SITES
- ▲ PETROLEUM
- ▲ SUPERFUND
- ▲ OTHER WASTE CLEANUP



FDEP/DWM, Sources: Esri, HERE, Garmin, Intermap, increment P Corp., GEBCO, USGS, FAO, NPS, NRCAN, Geobase, IGN, Kadaster NL, Ordnance Survey, Esri Japan, METI, Esri China (Hong Kong), (c) OpenStreetMap contributors, and the GIS User Community

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Howard Park - ASD

Distance from above ground storage tanks to Howard Park playground area



Legend

- Feature 1
- ▤ Feature 2
- ♻️ For the Children Inc
- 🌳 Howard Park

[Home \(/\)](#) > [Programs \(/programs/\)](#) > [Environmental Review \(/programs/environmental-review/\)](#) > ASD Calculator

Acceptable Separation Distance (ASD) Electronic Assessment Tool

The Environmental Planning Division (EPD) has developed an electronic-based assessment tool that calculates the Acceptable Separation Distance (ASD) from stationary hazards. The ASD is the distance from above ground stationary containerized hazards of an explosive or fire prone nature, to where a HUD assisted project can be located. The ASD is consistent with the Department's standards of blast overpressure (0.5 psi-buildings) and thermal radiation (450 BTU/ft² - hr - people and 10,000 BTU/ft² - hr - buildings). Calculation of the ASD is the first step to assess site suitability for proposed HUD-assisted projects near stationary hazards. Additional guidance on ASDs is available in the Department's guidebook "Siting of HUD- Assisted Projects Near Hazardous Facilities" and the regulation 24 CFR Part 51, Subpart C, Siting of HUD-Assisted Projects Near Hazardous Operations Handling Conventional Fuels or Chemicals of an Explosive or Flammable Nature.

Note: Tool tips, containing field specific information, have been added in this tool and may be accessed by hovering over the ASD result fields with the mouse.

Acceptable Separation Distance Assessment Tool

Is the container above ground? Yes: No:

Is the container under pressure? Yes: No:

Does the container hold a cryogenic liquified gas? Yes: No:

Is the container diked? Yes: No:

What is the volume (gal) of the container? 240000

What is the Diked Area Length (ft)?

What is the Diked Area Width (ft)?

Calculate Acceptable Separation Distance

Diked Area (sqft)

ASD for Blast Over Pressure (ASDBOP)

ASD for Thermal Radiation for People (ASDPPU) 2712.66

ASD for Thermal Radiation for Buildings (ASDBPU) 633.54

ASD for Thermal Radiation for People (ASDPNPD)

ASD for Thermal Radiation for Buildings (ASDBNPD)

For mitigation options, please click on the following link: [Mitigation Options \(/resource/3846/acceptable-separation-distance-asd-hazard-mitigation-options/\)](/resource/3846/acceptable-separation-distance-asd-hazard-mitigation-options/)

Providing Feedback & Corrections

After using the ASD Assessment Tool following the directions in this User Guide, users are encouraged to provide feedback on how the ASD Assessment Tool may be improved. Users are also encouraged to send comments or corrections for the improvement of the tool.

Please send comments or other input using the [Contact Us \(https://www.hudexchange.info/contact-us/\)](https://www.hudexchange.info/contact-us/) form.

Related Information

- [ASD User Guide \(/resource/3839/acceptable-separation-distance-asd-assessment-tool-user-guide/\)](/resource/3839/acceptable-separation-distance-asd-assessment-tool-user-guide/)
- [ASD Flow Chart \(/resource/3840/acceptable-separation-distance-asd-flowchart/\)](/resource/3840/acceptable-separation-distance-asd-flowchart/)

[Home \(/\)](#) > [Programs \(/programs/\)](#) > [Environmental Review \(/programs/environmental-review/\)](#) > DNL Calculator

DNL Calculator

The Day/Night Noise Level Calculator is an electronic assessment tool that calculates the Day/Night Noise Level (DNL) from roadway and railway traffic. For more information on using the DNL calculator, view the [Day/Night Noise Level Calculator Electronic Assessment Tool Overview \(/programs/environmental-review/daynight-noise-level-electronic-assessment-tool/\)](#).

Guidelines

- To display the Road and/or Rail DNL calculator(s), click on the "Add Road Source" and/or "Add Rail Source" button(s) below.
- All Road and Rail input values must be positive non-decimal numbers.
- All Road and/or Rail DNL value(s) must be calculated separately before calculating the Site DNL.
- All checkboxes that apply must be checked for vehicles and trains in the tables' headers.
- **Note #1:** Tooltips, containing field specific information, have been added in this tool and may be accessed by hovering over all the respective data fields (site identification, roadway and railway assessment, DNL calculation results, roadway and railway input variables) with the mouse.
- **Note #2:** DNL Calculator assumes roadway data is always entered.

DNL Calculator

Site ID | Howard Park - City of Lake Worth

Record Date | October 2, 2020

User's Name | Michael Sklar

Railroad #1 Track Identifier: | FEC

Rail # 1

Train Type | Electric | Diesel

Effective Distance | 1640

Average Train Speed | 45

Engines per Train | 2

Railway cars per Train | 60

Average Train Operations (ATO) | 20

Night Fraction of ATO | 65

Railway whistles or horns? | Yes: No: | Yes: No:

Bolted Tracks? | Yes: No: | Yes: No:

Train DNL | 0 | 62

Calculate Rail #1 DNL | 62 | Reset

Add Road Source | Add Rail Source

Loud Impulse Sounds?	<input type="radio"/> Yes <input checked="" type="radio"/> No
Combined DNL for all Road and Rail sources	62
Combined DNL including Airport	N/A
Site DNL with Loud Impulse Sound	

Mitigation Options

If your site DNL is in Excess of 65 decibels, your options are:

- **No Action Alternative:** Cancel the project at this location
- **Other Reasonable Alternatives:** Choose an alternate site
- **Mitigation**
 - Contact your Field or Regional Environmental Officer (</programs/environmental-review/ HUD-environmental-staff-contacts/>)
 - Increase mitigation in the building walls (only effective if no outdoor, noise sensitive areas)
 - Reconfigure the site plan to increase the distance between the noise source and noise-sensitive uses
 - Incorporate natural or man-made barriers. See *The Noise Guidebook* (</resource/313/hud-noise-guidebook/>)
 - Construct noise barrier. See the **Barrier Performance Module** (</programs/environmental-review/bpm-calculator/>)

Tools and Guidance

Day/Night Noise Level Assessment Tool User Guide (</resource/3822/day-night-noise-level-assessment-tool-user-guide/>)

Day/Night Noise Level Assessment Tool Flowcharts (</resource/3823/day-night-noise-level->



U.S. Fish and Wildlife Service

National Wetlands Inventory

Howard Park, Lake Worth Beach, FL



October 5, 2020

This map is for general reference only. The US Fish and Wildlife Service is not responsible for the accuracy or currentness of the base data shown on this map. All wetlands related data should be used in accordance with the layer metadata found on the Wetlands Mapper web site.

LOXAHATCHEE RIVER, FLORIDA

Managing Agency:

Jonathan Dickinson State Park

Designated Reach:

May 17, 1985. From Riverbend Park downstream to Jonathan Dickinson State Park.

Classification/Mileage:

Wild — 1.3 miles; Scenic — 5.8 miles; Recreational — 0.5 miles; Total — 7.6 miles.



RELATED LINKS

Jonathan Dickinson State Park

Friends of the Loxahatchee River

Loxahatchee River Center

Loxahatchee River Management Plan (5.4 MB PDF)

Photo Credit: American Rivers

Loxahatchee River

This scenic southern river flows through an interesting vegetative landscape which supports a wide range of aquatic and terrestrial fish and wildlife species. The river also provides for an abundance of bird species.

DESCRIPTION OF THE RIVER CORRIDOR

The Loxahatchee River is located along the southeast coast of Florida, within Martin and Palm Beach counties. The Loxahatchee River watershed drains an area of approximately 240 square miles and consists of three main tributaries – the Northwest Fork, the North Fork, and the Southwest Fork.

The Northwest Fork of the Loxahatchee River originates at the G-92 water control structure in Palm Beach County, flows north and eastward into Martin County and Jonathan Dickinson State Park then back into Palm Beach County where it ultimately connects to the Atlantic Ocean via the Jupiter Inlet. The Northwest Fork is designated as a National Wild and Scenic River from the southernmost area of Jonathan Dickinson State Park (River Mile 5.2) to the southern extreme of Riverbend Park (River Mile 15.5) and is 10.3 miles in length. Table 1 shows landmark sites of the Northwest Fork of the Loxahatchee River with old river miles from existing documents (when applicable), and the new river miles used throughout this document.

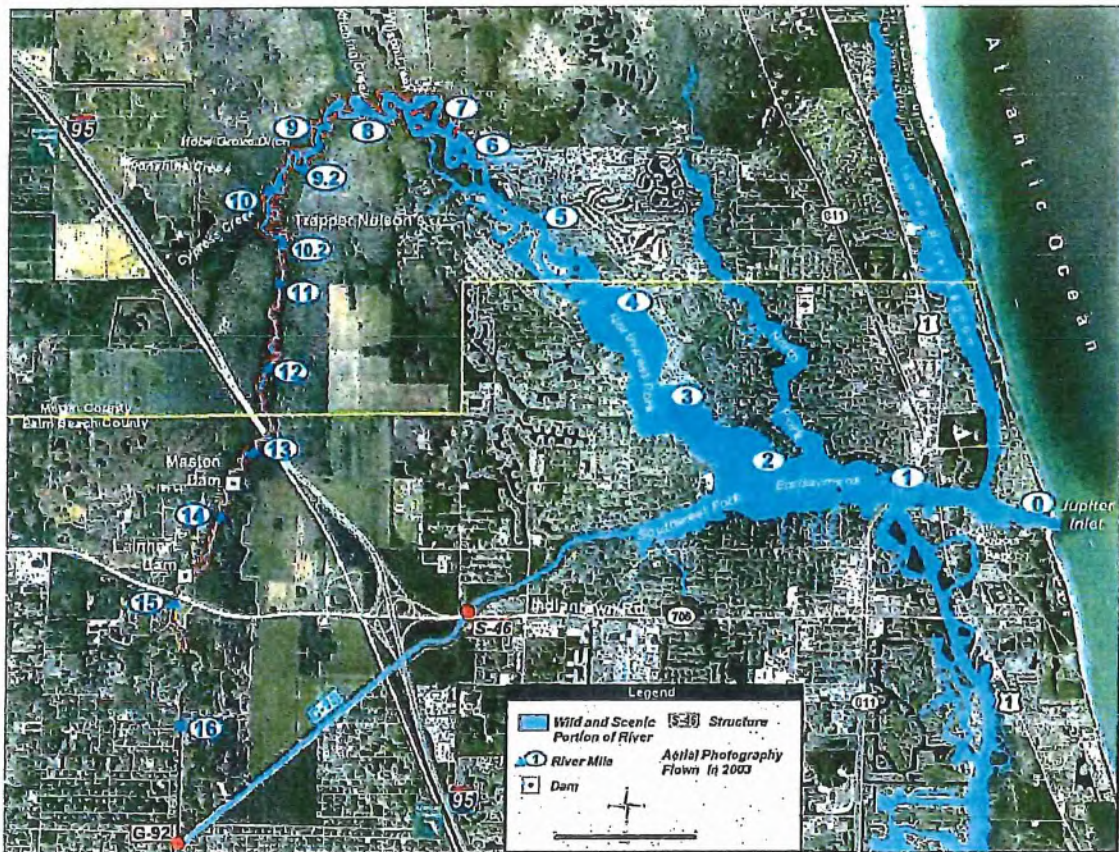
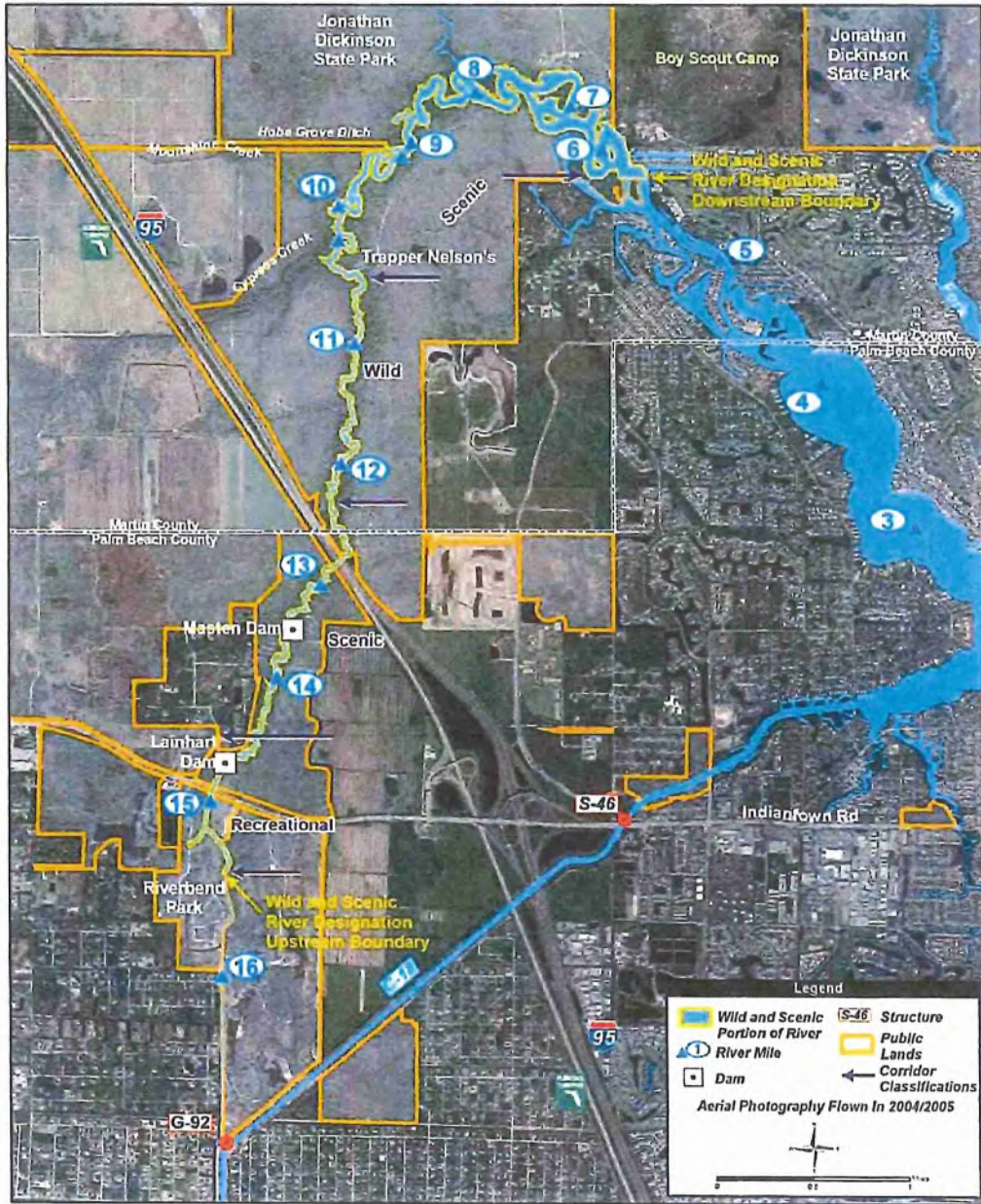


Figure 1 - The Loxahatchee River in Martin and Palm Beach Counties, Florida.



Wild and Scenic Loxahatchee River

Figure 3 - Northwest Fork of Loxahatchee River Wild and Scenic Boundaries

2010 Loxahatchee River National Wild and Scenic River Management Plan



Howard Park Playground Improvements Project

This addendum shall modify, clarify, change, or add information and clarification and become part of the above referenced IFB. All other terms, conditions, and specifications shall remain unchanged.

QUESTIONS & ANSWERS:

1. Is there a pre-bid meeting?

Answer: No.

2. Is there a budget or job estimate?

Answer: Budget of approximately \$250,000 based on the grant award.

3. Is a bid bond/performance bond required?

Answer: Please refer to the Section 00100 INSTRUCTIONS TO BIDDERS, 6. BID SECURITY. Please be advised that if the Bid Price for Construction Contract is in the amount of \$250,000 or greater (Current Acquisition Threshold is \$250,000.00) then per Federal requirements, a Payment Bond and a Performance Bond are required.

4. Can we see the project site any day between 11 am and 5 pm?

Answer: Bidders can visit the project site on their own from sunrise to sunset.

5. Are the allowances in the S of V's included or contingent?

Answer: The Allowances shall be included in the total bid price.

6. Are the forms on pages 144-153 needed with the bid or upon award?

Answer: Pages 144-150 are required at time of submission. Page 151 (Excel file) is required upon award.

7. Can you provide a checklist to insure what is needed to be responsive to the bid?

Answer: No. The bidders shall follow bidding document instruction in their submission.

Issued by: Financial Services
February 25, 2021

Signed by: Albert Wong, Purchasing Agent



Invitation for Bid
21-202
Addendum No. 2

Howard Park Playground Improvements Project

This addendum shall modify, clarify, change, or add information and clarification and become part of the above referenced IFB. All other terms, conditions, and specifications shall remain unchanged.

REVISION:

1. Change of Submittal Deadline

<u>Time</u>	<u>Date</u>
3:00 PM	March 9, 2021
<u>2:00 PM</u>	<u>March 11, 2021</u>

Issued by: Financial Services
March 5, 2021

Signed by: Albert Wong, Purchasing Agent

Notice to Purchaser - In the event that this check is lost, misplaced or stolen, a sworn statement and 90-day waiting period will be required prior to replacement. This check should be negotiated within 90 days.

Cashier's Check - Customer Copy

No. 0829012685

Void After 90 Days

30-1/1140

Date 03/11/21 12:33:46 PM

NTX

HILLSBORO BOULEVARD
0008 0007496 0079

Pay



Ten Thousand Nine Hundred Fifty Eight and 00/100 Dollars

To The Order Of CITY OF LAKE WORTH BEACH

****\$10,958.00****

Remitter (Purchased By): SKYLINE CONTRACTORS LLC

Bank of America, N.A.
SAN ANTONIO, TX

Not-Negotiable
Customer Copy
Retain for your Records

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To The Order Of CITY OF LAKE WORTH BEACH

****\$10,958.00****

Remitter (Purchased By): SKYLINE CONTRACTORS LLC

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CITY OF LAKE WORTH BEACH, FLORIDA
TECHNICAL SPECIFICATIONS AND DRAWINGS

IFB 21-202

HOWARD PARK PLAYGROUND IMPROVEMENTS PROJECT

PROJECT NAME: IFB # 21-202 HOWARD PARK PLAYGROUND IMPROVEMENTS

TECHNICAL SPECIFICATIONS

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DIVISION 1 – GENERAL REQUIREMENTS

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SECTION 01010

SUMMARY OF WORK

PART 1 -GENERAL

1.01 WORK COVERED BY CONTRACT DOCUMENTS

- A. The work covered by these specifications comprises, in general, the furnishing of all labor, equipment, materials, and performing all operations to construct the project for the City of Lake Worth Beach as described and specified further in the Technical Specifications and as shown on the Contract Drawings.
- B. Except as specifically noted, the Contractor shall provide and pay for:
 - 1 Labor, materials, tools, construction equipment, and machinery.
 - 2 Water and utilities required for construction.
 - 3 Other facilities and services necessary for proper execution and completion of the work.
- C. The Contractor shall comply with all codes, ordinances, rules, regulations, orders and other legal requirements of the City of Lake Worth Beach.

1.02 DESIGN STANDARDS

- A. All work shall be governed by and shall conform to the Florida Building Code latest edition, the City of Lake Worth Beach Engineering Standard Details (latest edition), and the Manual On Uniform Traffic Control Devices (latest edition).

1.03 SILTATION AND BANK EROSION

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

1.04 STORAGE OF MATERIALS

- A. Suitable storage facilities shall be furnished by the Contractor. All materials, supplies and equipment intended for use in the work shall be suitably stored by the Contractor to prevent damage from exposure, admixture with foreign substances, or vandalism or other cause. The Engineer will refuse to accept, or sample for testing, materials, supplies or equipment that have been improperly stored, as determined by the Engineer.
- B. Materials found unfit for use shall not be incorporated in the work and shall immediately be removed from the construction or storage site. Delivered materials shall be stored in manner acceptable to the Engineer before any payment for same will be made. Materials strung out along the line of construction will not be allowed unless the materials will be installed within one week from the time of unloading and stringing out.

1.05 PRESERVATION OF PROPERTY

- A. The Contractor shall preserve from damage all property along the line of the work, or which is in the vicinity of or is in any way affected by the work, the removal or destruction of which is not called for by the plans. Wherever such property is damaged due to the activities of the Contractor, it shall be immediately restored to its original condition by the Contractor at no cost to the Owner.
- B. In case of failure on the part of the Contractor to restore such property, or make good such damage for injury, the Owner may, after 48 hours notice to the Contractor, proceed to repair, rebuild or otherwise restore such property as may be deemed necessary and the cost thereof will be deducted from any monies due or which may become due the Contractor under this contract.

1.06 CLEAN UP

- A. The Contractor shall keep the construction site free of rubbish and other materials and restore to their original conditions those portions of the site not designated for the alteration by the Contract Documents. Clean up and restoration shall be accomplished on a continuing basis throughout the contract period and in such a manner as to maintain a minimum of nuisance and interference to the general public and residents in the vicinity of the work.
- B. The Contractor shall also remove, when no longer needed, all temporary structures and equipment used in his operation. It is the intent of this specification that the construction areas and those other areas not designated for alteration by the Contract Documents shall be immediately restored to original condition as upon completion of the project.

1.07 PUBLIC SAFETY AND CONVENIENCE

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

1.08 SAFETY AND OSHA COMPLIANCE

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

1.09 CONTRACTOR'S USE OF PREMISES

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

PART 2 -PRODUCTS – NOT USED.

PART 3 -EXECUTION – NOT USED.

END OF SECTION

SECTION 01019

GENERAL REQUIREMENTS

PART 1 -GENERAL

1.01 EXISTING UTILITIES AND STRUCTURES:

The existing utilities and facilities shown have been located from the Owner's and other records. Guaranties are not made that all existing facilities are shown or that those shown are entirely accurate. The Contractor will assure himself of any utilities, structures or facilities prior to performing any Work. Prior to the start of Work, the Contractor will request the Owner to advise him of the location of their facilities in the vicinity and will notify the Engineer of any deviation between existing conditions and the drawings. The Contractor will assume liability for damages sustained or costs incurred because of his operations in the vicinity of existing utilities or structures. The Contractor will be solely responsible for the protection and maintenance of existing utilities to provide uninterrupted service to commercial and residential customers.

Existing utilities and facilities shall be located prior to commencement of each task.

It shall be the Contractor's responsibility to contact utility companies and call SUNSHINE at (800) 432-4770 at least 72 hours before starting construction so maintenance personnel can locate and protect facilities, if required by the utility company.

1.02 PRESERVING WATER QUALITY:

The Contractor will exercise extreme care to minimize degradation of water quality at the site. All necessary provisions will be taken to insure compliance with the water quality standards of the State of Florida.

The Contractor will take steps to collect and dispose of all sewage that leaks and/or spills during the performance of this contract. Any leakage or spillage will be cleaned up to the satisfaction of the Department of Environmental Protection.

1.03 PROTECTION OF EXISTING AND ADJACENT PROPERTIES:

Unless indicated otherwise, all shrubbery, paved streets and walks, fences and walls, adjacent structures and equipment will be fully protected against damage during each stage of the project. Any damage by the Contractor will be fully restored to original condition.

1.04 RESTORATION OF DAMAGED SURFACES, STRUCTURES AND PROPERTY:

Where pavement, trees, shrubbery, fences or other property or surface structures not designated as pay items, have been damaged, removed or disturbed by the Contractor, whether deliberately or through failure to carry out the requirements of the Contract Documents, state laws, municipal ordinances or the specific direction of the Engineer, or through failure to employ usual and reasonable safeguards, such property and surface structures will be replaced or repaired at the expense of the Contractor to a condition equal to that before Work began within a time frame approved by the Engineer.

1.05 SUBSTITUTIONS:

For substitution of products in place of those specified, bidder must submit shop drawings and

technical data at least seven (7) calendar days prior to the Bid Opening date to substantiate "an approved equal" by the City, except specified items followed by the words "no substitution".

Submit five copies of request for substitution. Include in request:

1. Complete Data substantiating compliance of proposed substitution with Contract Documents.
2. For Products:
 - a. Product identification, including manufacturer's name and address.
 - b. Manufacturers' literature: 1) Product description. 2) Performance and test data. 3) Reference standards.
 - c. Samples.
 - d. Name and address of similar projects on which product was used, and date of installation.
3. For construction methods:
 - a. Detailed description of proposed method.
 - b. Drawings illustrating methods.
4. Itemized comparison of proposed substitution with product or method specified.
5. Data relating to changes in construction schedule.
6. Relation to separate contracts.
7. Accurate cost data on proposed substitution in comparison with product or method specified.

1.06 CONSTRUCTION WATER:

The Contractor will be responsible for making application for hydrant meters with backflow preventers. The City will install necessary connections and backflow preventers at locations needed by the Contractor and approved by the Engineer. Maintenance of such is the responsibility of the Contractor. All associated fees will be paid for by the City.

Construction water will be paid for by the City. In an event that damage to these facilities occurs, the Contractor will be responsible for all costs associated with their replacement at the City's standard rate.

1.07 SANITARY FACILITIES:

If necessary, the Contractor shall provide temporary restroom facilities for field crews. Location of such facilities will be subject to the approval of the City. Existing City/Residence facilities are not available for use by the Contractor, unless approved by the City in writing.

1.08 WORKING HOURS:

All work on this contract shall be conducted during normal working hours (7:00 A.M. to 5:00 P.M.) on weekdays. No work shall be performed on weekends or City observed holidays. Inspection services needed beyond normal working hours will be paid for by the Contractor.

1.09 ASSEMBLIES OR UNITS:

Where the Contractor is required to furnish and install an assembly or unit, the Contractor shall furnish all component parts as required by the manufacturer of the unit.

1.10 ACCESS TO THE WORK SITE:

The Contractor may use only the roads and/or easements designated by the Owner for access to the work locations. The Contractor shall be responsible for maintaining, protecting and restoring the routes to the satisfaction of the Owner and Engineer.

1.11 SECURITY:

The Contractor shall be fully responsible for the safety and security of the construction area including any temporary measures required to maintain its protection. The Contractor will be responsible for any damages or theft incurred to his tools, equipment, machinery, and new work in-place that has not yet been fully accepted by the City.

1.12 TRENCH SAFETY ACT:

All work shall conform to the Florida Trench Safety Act. Contractor shall include in his price the cost of conforming to the Trench Safety Act.

1.13 PRECONSTRUCTION CONFERENCE/PROJECT PROGRESS MEETING:

- A. Before the Contractor starts the work, a conference will be held to establish procedures for handling Shop Drawings and other submittals, and to establish procedures for processing Applications for Payment, and to establish a working understanding among the parties as to the work.
- B. At each project progress meeting, the Contractor shall develop and submit for approval a progress schedule and phasing plan demonstrating complete fulfillment of all contract requirements including all activities of subcontractors, equipment vendors and suppliers. An updated schedule shall be submitted with each pay request.

1.14 TESTS:

Tests and analyses which are called for in the Specifications and/or Drawings (concrete, bacteriological, pressure and leakage, etc.) are to be performed by an Independent Testing Laboratory. Contractor shall include in his price the cost of performing required tests and analyses.

1.15 REMOVAL OF ALL TEMPORARY FACILITIES & RESTORATION OF SITE:

Upon completion of the work, it shall be the responsibility of the Contractor to remove all temporary facilities including, but not limited to, pumps, fences, signs, temporary power, materials or other debris. The site, adjacent properties, and Owner facilities shall be restored to their original condition.

1.16 VIDEOTAPING:

At least one (1) week prior to start of construction, the Contractor shall televise all areas where construction is to take place, including existing surface conditions within the project limits. Such video tapes shall be provided to the Engineer before construction commences. The CD shall serve as a record

of the existing conditions for disputes arising from restoration, and should therefore be taken along the line of construction at sufficient detail as necessary to clearly depict details of existing conditions.

The Contractor shall be responsible for providing the necessary equipment for the viewing of the video tapes at the Engineer's office for the duration of the project. All CDs shall be indexed and catalogued in such a manner that each photographed area is readily identifiable and shall also indicate the date and time (hour, minutes & seconds) on which the photograph was made. The Contractor shall also televise any unusual conditions encountered during construction that are not already a matter of photographic record. In any area where existing conditions cannot be determined by means of video tapes, the area shall be restored, as approved by the Engineer, at the Contractor's expense. All CDs shall become the property of the Owner.

The Contractor will be responsible for any repairs required as a result of construction in performance of this Contract. The Contractor will submit two (2) copies of the CD to the Engineer-of-Record prior to the start of construction.

1.17 SALVAGED MATERIAL:

Any existing equipment or material which is removed or replaced as a result of construction under this project may be designated as salvage by the City and, if so, shall be removed, cleaned, and delivered to the site in a protected place specified by the City. Any equipment or material not worthy of salvaging, as directed by the City, shall be disposed of by the Contractor at a suitable location. Upon request of the Engineer, Contractor shall submit evidence of proper disposal.

1.18 PROVISION FOR THE CONTROL OF DUST:

The Contractor shall comply with the City Ordinances regarding control of dust. The Contractor shall take the necessary steps to prevent objectionable blowing or drifting of dust, sand, and other debris where the construction occurs in residential, commercial, or other developed areas.

Extreme precautions shall be taken during construction to minimize the amount of dust created. Wetting the site or other means, as directed by the City, may be required for control of dirt.

1.19 NOISE CONTROL:

The Contractor shall comply with the City Ordinances regarding noise control. The Contractor shall make every effort to minimize noises caused by his operations. Equipment shall be equipped with hospital-grade silencers or mufflers designed to operate with the least possible noise.

1.20 OBSTRUCTION:

A. The attention of the Contractor is drawn to the fact that during excavation at the project site, the possibility exists of the Contractor encountering various utilities (water, chemical, electrical, gas, or other) not shown on the drawings. The Contractor shall exercise extreme care before and during excavation to locate and flag these lines so as to avoid damage to the existing lines. Should damage occur to an existing line, the Contractor shall repair the line at no cost to the City.

B. It is the responsibility of the Contractor to ensure that all utility or other poles, the stability of which may be endangered by the close proximity of excavation, are temporarily stayed in position while the work proceeds in the vicinity of the pole and that the utility or other companies concerned be given reasonable advance notice of any such excavation by the Contractor.

1.21 CLEAN-UP:

The Contractor shall maintain the site of the work in a neat condition. The Contractor shall remove all excess materials, excess excavated materials and all debris resulting from his operations within a time frame approved by the Engineer.

1.22 VISITS TO SITE BY OWNER'S REPRESENTATIVE:

The Owner's representative 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.

The Owner's representative's efforts will be directed toward providing for the Owner a greater degree of confidence that the completed work will conform to the drawings and these specifications. On the basis of such visits and on-site observations, the Owner's representative will keep the Owner informed of the progress of the work and will endeavor to guard the Owner against defects and deficiencies in the work.

1.23 LIMITATIONS ON OWNER'S REPRESENTATIVE RESPONSIBILITIES:

- A. Neither the Owner's representative's authority to act under these specifications and drawings or elsewhere in other documents nor any decision made by the Owner's representative in good faith either to exercise or not exercise such authority shall give rise to any duty or responsibility of the Owner's representative to the Contractor, any sub-Contractor, any manufacturer, fabricator, supplier or distributor, or any of their agents or employees or any other person performing any of the work.
- B. The Owner's representative shall not be responsible to the Contractor's means, methods, techniques, sequences or procedures of construction, or safety precautions and programs incident thereto, and the Owner's representative shall not be responsible for the Contractor's failure to perform the work in accordance with the drawings and these specifications.
- C. The Owner's representative shall not be responsible for the acts or omissions of the Contractor or of any sub-Contractors, or of any other persons at the site or otherwise performing any of the work.

1.24 WARRANTY:

The Contractor shall be responsible for defects in materials (including latent defects) or workmanship for a period of one (1) year after the date of final acceptance of the project by the Owner. Such defects include, but are not limited to, any settlement noted in backfill, fill, or in structures built over the backfill or fill during the warranty period in accordance with the GENERAL CONDITIONS and will be considered to be caused by improper compaction methods and shall be corrected by the Contractor at no cost to the Owner. Structures damaged by settlement shall be restored to their original condition by the Contractor at no cost to the Owner.

The Contractor shall furnish factory warranties on all equipment furnished for the performance and completion of the project against defects in materials and/or workmanship. The factory warranty shall become effective on the date of delivery and acceptance by the Owner. In the event of any defects in materials or workmanship, the Contractor shall replace said equipment at no cost to the Owner.

PART 2 -PRODUCTS -Not Used.

PART 3 -EXECUTION -Not Used.

END OF SECTION

SECTION 01025

MEASUREMENT AND PAYMENT

BASE BID – BASIS OF PAYMENT

PART 1 -GENERAL

1.01 BASIS FOR PAYMENTS

A. The various major items of Work will be paid for in the lump sum allowance or unit cost amounts listed in the Schedule of Bid Items. All bid items shall include all labor, equipment, materials and testing as specified to construct the item, completed, tested and accepted. Attached is a description of the Work listed in the Schedule of Bid Items (B3) and is not intended to be complete and all-inclusive of the required work items. The Work shall include all miscellaneous and ancillary items necessary to construct a complete and functional Project.

1.02 SCHEDULE OF VALUES

A. The descriptions below generally outline the scope of work required for those elements of the Work to be paid for under each lump sum or unit cost item listed in the Schedule of Bid Items. The Contractor shall submit a schedule of values.

1.03 BREAKDOWN OF BASE BID

- A. Where the Schedule of Bid Items show quantities, these quantities are primarily shown for bid evaluation purposes, and are believed to be reasonably accurate.
- B. In the event that the actual quantity of material installed exceeds the quantity shown, the CONTRACTOR will be paid the unit price shown for the quantity of the value shown on the bid breakdown.
- C. A credit will be similarly provided to the City by the CONTRACTOR for quantities less than those shown on the bid breakdown.

1.04 PAYMENTS

A. Shall be in accordance with the provisions of the GENERAL CONDITIONS.

1.05 DEFECT ASSESSMENT:

A. Replace the Work, or portions of the Work, not conforming to specified requirements.

1.06 NON-PAYMENT FOR REJECTED PRODUCTS:

- A. Payment will not be made for any of the following:
 - 1 Products wasted or disposed of in a manner that is not acceptable.
 - 2 Products determined as unacceptable before or after placement.
 - 3 Products not completely unloaded from the transporting vehicle.
 - 4 Products placed beyond the lines and levels of the required Work.
 - 5 Products remaining on hand after completion of the Work.
 - 6 Loading, hauling and disposing of rejected Products.
 - 7 Used Products and Materials

PART 2 -PRODUCTS – Not used.

PART 3 -EXECUTION

BASE BID -BASIS OF PAYMENT

GENERAL CONDITIONS

3.01 SITE MOBILIZATION/GENERAL REQUIREMENTS (Bid Item GC-1)

- A. Payment for mobilization/general requirements will be made at the contract lump sum (LS) price bid for the item, which price shall be full compensation for all materials, labor, equipment, tools and all other incidentals necessary to complete this item. This item also includes all costs for mobilization, scheduling, temporary facilities, utilities, demobilization and all other costs required to complete the work, tested and accepted, which are not included in other bid items. Includes all required mobilizations for all items. The Contractor shall provide a full detailed breakdown of this item in his schedule of values.
- B. Payment item for mobilization/general requirements shall not exceed five percent (5%) of the contract price and shall be paid in increments in proportion to the total work completed.

3.02 BONDS AND INSURANCE (Bid Item GC-2)

- A. Payment for bonds and insurance will be made at the contract lump sum (LS) price bid for the item. The Contractor shall provide proof of payment for all bonds and insurance.

3.03 PROFESSIONAL VIDEOTAPING OF SITE CONDITIONS (PRE-CONSTRUCTION) & WEEKLY PHOTOS (Bid Item GC-3)

- A. Payment for professional videotaping (pre-construction) of the entire project area, including all buildings, etc. will be made at the contract lump sum (LS) price bid for this item and shall be paid in increments in proportion to the total work completed.
- B. This item shall also include weekly progress photos (hard copy & digital file).

3.04 NPDES COMPLIANCE (BID ITEM GC-4)

- A. National Pollutant Discharge Elimination System (NPDES). This bid item will be paid for on a lump sum (LS) basis and will include all labor, equipment, materials, and transportation by the contractor to comply with the NPDES program throughout the project including, but not limited to, filing all necessary notices, field installations, maintaining logs and reports and corrective actions. This bid item amount will be paid in increments and prorated evenly throughout the project.
- B. Contractor is to provide the breakdown cost for each item.

DEMOLITION

3.05 DEMOLITION OF THE EXISTING 4' CONCRETE PAVILION BLOCK WALL AND 6' BATHROOM EXTERIOR PRIVACY WALL (Bid Item DM-1)

- A. Payment will be made on a Lump sum (LS) basis for the sawcutting, chipping, grinding, and

other work necessary to remove and hauloff the existing 4' concrete pavilion block wall and the 6' bathroom exterior privacy walls as indicated on the plans and specifications.

3.06 REMOVE FENCING (Bid Item DM-2)

- A. This item shall be paid on a linear foot (LF) basis. The Contractor's unit price shall include full compensation for all labor, materials and equipment required for removal of existing fencing, as indicated on the plans. This item includes fence fabric, poles, rails, stiffeners, concrete footers and other appurtenances. The existing fencing material shall be properly disposed of off-site at no additional cost to the Owner.

3.07 REMOVE BASKETBALL HOOP STRUCTURE, BACKBOARDS AND RIMS (Bid Item DM-3)

- A. This item shall be paid on a per each (EA) basis. The Contractor's unit price shall include full compensation for all labor, materials and equipment required for removal of existing basketball hoop structure, footer, backboard and rim, as indicated on the plans. The existing material shall be properly disposed of off-site at no additional cost to the Owner.

SITWORK

3.08 PAVILION CEILING WITH NEW STUCCO AND PAINT (Bid Item S-1)

- A. Payment for the furnishing and installation of all materials to sheath, lath, stucco, and paint the new ceiling at the existing pavilion as indicated on the plans and details shall be made at the contract unit price per square foot (SF) of ceiling installed and accepted. The contract unit price shall include compensation for all labor, material, and equipment required to install the ceiling in accordance with the plans and specifications. The contract unit price shall also include painting the ceiling with two (2) coats of premium exterior paint with the color choice of the City.

3.09 COATING OF EXISTING PAVILION FLOOR CONCRETE SLAB (Bid Item S-2)

- A. Payment for this item shall be made on a unit price per square foot (SF) basis. The unit price bid for this item shall be full compensation for all labor, materials and equipment required for pressure cleaning, degreasing, cleaning, and applying an epoxy coat finish in accordance with

3.10 STUCCO EXISTING PAVILION COLUMNS, GABLE ENDS, AND EXTERIOR BATHROOM WALLS (Bid Item S-3)

- A. Payment for this item shall be made on a unit price per lump sum (LS) basis. The unit price bid for this item shall be full compensation for all labor, materials and equipment required for preparing the existing concrete surfaces, pressure cleaning, degreasing, sanding, and applying the stucco in accordance with the drawings and specifications. The unit price bid for this item shall include all painting 2 coats of these stucco'd surfaces with color choice by the City.

3.11 BASKETBALL AND FUTSOL COURT RESURFACING (Bid Item S-4 AND S-5)

- A. Payment for this item shall be made on a unit price per square foot (SF) basis. The unit price bid for this item shall be full compensation for all labor, materials and equipment required for preparation and coating the existing courts in accordance with the drawings and specifications. The unit price bid for this item shall include all costs for lining the courts after the rehabilitation and resurfacing work has been completed.

3.12 8' BLACK VINYL CHAIN LINK FENCING (Bid Item S-6)

- A. Payment for this item shall be made on a unit price per linear foot (LF) basis. The unit price bid for this item shall be full compensation for all labor, materials and equipment required for the furnishing and installation of 8' tall black vinyl coated chain link fence in accordance with the drawings and specifications. The unit price bid for this item shall include a single 5' wide pedestrian gate and a double swing 10' wide gate.

3.13 BASKETBALL HOOP ASSEMBLIES COMPLETE (Bid Item S-7)

- A. Payment for this item shall be made on a unit price per each (EA) basis. The unit price bid for this item shall be full compensation for all labor, materials and equipment required for the furnishing and installation of new polycarbonate basketball hoop assemblies, new backboards and new rims with netting in accordance with the drawings and specifications. The unit price bid for this item shall include a complete basketball hoop system.

3.14 PLAYGROUND SLIDES REMOVE AND REPLACE (Bid Item S-8)

- A. Payment for this item shall be made on a unit price per each (EA) basis. The unit price bid for this item shall be full compensation for all labor, materials and equipment required to remove the existing slide features (3ea) and replace with new slides in accordance with the drawings and specifications. The unit price bid for this item shall include hardware, slide material and labor.

3.15 BLEACHERS (Bid Item S-9)

- A. Payment for this item shall be made on a unit price per each (EA) basis. The unit price bid for this item shall be full compensation for all labor, materials and equipment required to remove and dispose of the existing bleachers (2 EA) and replace with a new 21' wide, 3-row bleacher system in accordance with the drawings and specifications. The unit price for this item shall include all delivery, freight, and disposal costs.

3.16 SOD – BAHIA (Bid Item S-10)

- A. Payment for this item shall be made on a unit price per square yard (SY) basis. The unit price bid for this item shall be full compensation for all labor, materials and equipment required for soil preparation and sod placement in accordance with the drawings and specifications. The unit price bid for this item shall include all watering for planting and establishment of the sod during the contract and guarantee period.

3.17 MULCH WALKING TRAIL (Bid Item S-11)

- A. Payment for this item shall be made on a unit price per square yard (SY) basis. The unit price bid for this item shall be full compensation for all labor, materials and equipment required for soil preparation, geotextile and placement of 4" wood chip mulch in accordance with the drawings and specifications. The unit price bid for this item shall include all grading, layout, materials and cleanup.

ALLOWANCES

3.18 PERMIT FEE (ALLOWANCE) (Bid Item A-1)

- A. Payment for Contractor required construction permits (right-of-way permit, hydrant meter application, etc.), will be made as direct reimbursable allowance. No markup by the contractor will be allowed. The City reserves the right to award any, all or none of the money associated with this allowance.

3.19 ALLOWANCE FUNDS (ALL TYPES) (Bid Item A-2)

- A. The CONTRACTOR will be required to furnish documentation evidencing expenditures charged to the allowance accounts prior to the release of funds by the City. Furthermore, the CONTRACTOR shall obtain written pre-approval by the City's PROJECT MANAGER before the expenditure of these funds. Documentation for use of the contingency and allowance accounts shall be assembled by the CONTRACTOR and provided immediately to the City's PROJECT MANAGER. No allowance funds will be released by the City without the prior written approval of the City's PROJECT MANAGER.
- B. The allowance accounts are not for use by the CONTRACTOR to cover shortfalls in the CONTRACTOR'S lump sum bid amount.
- C. All uncommitted allowance funds will be returned to the City, per the contract, at the substantial completion of the project via deductive change order.

SECTION 01041

PROJECT COORDINATION

PART 1 -GENERAL

1.01 REQUIREMENTS INCLUDED

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

1.02 RELATED REQUIREMENTS

- A. Section 01152: Application for Payment.
- B. Section 01200: Project Meetings.
- C. Section 01310: Construction Schedules.
- D. Section 01340: Shop Drawings, Product Data and Samples.
- E. Section 01501: Construction Facilities and Temporary Controls.
- F. Section 01700: Project Closeout.

1.03 CONSTRUCTION ORGANIZATION AND START-UP

- A. Engineer shall establish on-site lines of authority and communications:
 - 1. Schedule and conduct pre-construction meeting and progress meetings as specified in Section 01200.
 - 2. Establish procedures for:
 - a. Submittals
 - b. Reports and records
 - c. Recommendations
 - d. Coordination of drawings
 - e. Schedules
 - f. Resolution of conflicts
 - 3. Interpret Contract Documents:
 - a. Transmit written interpretations to Contractors and to other concerned parties.
 - 4. Assist in obtaining permits and approvals:
 - a. Verify that contractor[s] and subcontractors have obtained inspections for work and for temporary facilities.

5. Control the use of Site:
 - a. Allocate space for Contractor's use for field offices, sheds, and work and storage areas.
6. Inspection and Testing:
 - a. Inspect work to assure performance in accord with requirements of Contract Documents.
 - b. Administer special testing and inspections of suspect Work.
 - c. Reject Work which does not comply with requirements of Contract Documents.

1.04 CONTRACTOR'S DUTIES

A. Construction Schedules:

1. Prepare a detailed schedule of basic operations.
2. Monitor schedules as work progresses:
 - a. Identify potential variances between scheduled and probable completion dates of each phase.
 - b. Recommend to Owner adjustments in schedule to meet required completion dates.
 - c. Document changes in schedule; submit to Owner, Engineer and to involved subcontractors.
3. Observe work of each subcontractor to monitor compliance with schedule.
 - a. Verify that labor and equipment are adequate for the work and the schedule.
 - b. Verify that product procurement schedules are adequate.
 - c. Verify that product deliveries are adequate to maintain schedule.
 - d. Report noncompliance to Engineer, with recommendation for changes.
- B. Process Shop Drawings, Product Data and Samples:
 1. Prior to submittal to Engineer, review for compliance with Contract Documents:
 - a. Field dimensions and clearance dimensions.
 - b. Relation to available space.
 - c. Effect of any changes on the work of any subcontractor.
- C. Prepare Coordination Drawings as required to resolve conflicts and to assure coordination of the work of the subcontractors or the work effected by the subcontractors, or the work effected by special equipment requirements.
 1. Submit to Engineer.
 2. Reproduce and distribute copies to concerned parties after Engineer review.

- D. Maintain Reports and Records at Job Site, available to Engineer and Owner.
 - 1. Daily log of progress of work.
 - 2. Records
 - a. Contracts
 - b. Purchase orders
 - c. Materials and equipment records
 - d. Applicable handbooks, codes and standards
 - 3. Maintain file of record documents

1.05 CONTRACTOR'S CLOSE-OUT DUTIES

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

1.06 ENGINEER'S CLOSE-OUT DUTIES

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

PART 2 -PRODUCTS -Not Used.

PART 3 -EXECUTION -Not Used.

END OF SECTION

SECTION 01045

CUTTING AND PATCHING

PART 1 -GENERAL

1.01 REQUIREMENTS INCLUDED

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

1.02 RELATED REQUIREMENTS

- A. Section 01010: Summary of Work.
- B. Section 01640: Products and Substitutions.
- C. Section 02225: Excavation, Backfill and Compaction.
- D. Section 02610: Pipe and Fittings.
- E. Section 03400: Precast Manholes. Inlets, Valves and Wetwells.

1.03 SUBMITTALS

- A. Submit a written request to Engineer well in advance of executing and cutting or alteration which affects:
- 1 Work of the Owner or any separate contractor.
 - 2 Structural value or integrity of any element of the project.
 - 3 Integrity or effectiveness of weather-exposed or moisture-resistant element or systems.
 - 4 Efficiency, operational life, maintenance or safety of operational elements.
 - 5 Visual qualities of sight-exposed elements.
- B. Request shall include:
1. Identification of the Project.
 2. Description of affected work.
 3. The necessity for cutting, alteration or excavation.
4. Effect on work of Owner or any separate contractor, or on structural or weatherproof integrity of Project.
5. Description of proposed work:
- a. Scope of cutting, patching, alteration, or excavation.
 - b. Trades who will execute the work.
 - c. Products proposed to be used.
 - d. Extent of refinishing to be done.
6. Alternative to cutting and patching.

7. Cost proposal, when applicable.
8. Written permission of any separate contractor whose work will be affected.
- C. Should conditions of Work or the schedule indicate a change of products from original installation, contractor shall submit request for substitution as specified in Section 01640
– Products and Substitutions.
- D. Submit written notice to Engineer designating the date and the time the Work will be uncovered.

PART 2 -PRODUCTS

2.01 MATERIALS

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

PART 3 -EXECUTION

3.01 INSPECTION

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

3.02 PREPARATION

- A. Provide adequate temporary support as necessary to assure structural value or integrity of affected portion of work.
- B. Provide devices and methods to protect other portions of Project from damage.
- C. Provide protection from elements for that portion of the Project which may be exposed by cutting and patching work, and maintain excavations free from water.

3.03 PERFORMANCE

- A. Execute cutting and demolition by methods which will prevent damage to other work, and will provide proper surfaces to receive installation of repairs.
- B. Execute excavating and backfilling by methods which will prevent settlement or damage to other work.
- C. Employ original Installer or Fabricator to perform cutting and patching for:
 - 1 Weather-exposed or moisture-resistant elements.
 - 2 Sight-exposed finished surfaces.

- D. Execute fittings and adjustment of products to provide a finished installation to comply with specified products, functions, tolerances and finishes.
- E. Restore work which has been cut or removed; install new products to provide completed work in accord with requirements of Contract documents.
- F. Fit work airtight to pipes, sleeves, ducts, conduit or other penetrations through surfaces.
- G. Refinish entire surfaces as necessary to provide an even finish to match adjacent finishes;
 - 1 For continuous surfaces, refinish to nearest intersection.
 - 2 For an assembly, refinish entire unit.

END OF SECTION

SECTION 01065

PERMITS AND FEES

PART 1 -GENERAL

1.01 Unless otherwise specified, the contractor shall obtain and pay for any permits and licenses related to his work as provided for in the general conditions, except as otherwise provided herein. The contractor shall obtain all required city permits including, but not limited to, right-of-way permits prior to starting construction. The costs of the Permit fees shall be reimbursed to the contractor via the "Permit Fee Allowance".

1.02 All permits obtained by the City are included in the bid package. A copy of the permits shall be posted at the site at all times during construction. The Contractor shall be responsible for familiarizing himself with the permits and shall abide by the permit conditions at all times.

1.03 Work shall be conducted, and shall result in construction of the improvements of this project, in full accordance with the conditions of the permits granted for the project.

PART 2 -PRODUCTS – Not used.

PART 3 -EXECUTION – Not used.

END OF SECTION

SECTION 01068

DEFINITIONS AND STANDARDS

PART 1 -GENERAL

1.01 DEFINITIONS:

A. Except as specifically defined otherwise, the following definitions supplement definitions of the Contract, General Conditions, Supplementary Conditions, and other general contract documents, and apply to the work.

1. Owner: **City of Lake Worth Beach**

2. General Requirements: Provision of Division 1 sections of these specifications.

3. Indicated: Shown on drawings by notes, graphics or schedules, or written into other portions of Contract Documents. Terms such as "shown," "noted," "Scheduled," and "Specified" have same meaning as "indicated," and are used to assist the reader in locating particular information.

4. Directed, Requested, Approved, Accepted, etc.: These terms imply "by the Engineer," unless otherwise indicated.

5. Approved by the Engineer: In no case releases Contractor from responsibility to fulfill requirements of Contract Documents.

6. Project Site: Space available to Contractor at location of project, either exclusively or to be shared with separate contractors, for performance of the work.

7. Furnish: Supply and deliver to project site, ready for unloading, unpacking, assembly, installation, and similar subsequent requirements.

8. Install: Operations at project site, including unloading, unpacking, assembly, erection, placing, anchoring, applying, working to dimension, finishing, curing, protecting, cleaning, and similar requirements.

9. Provide: Furnish and install, complete and ready for intended use.

10. Engineer: Engineer of Record

11. Installer: Entity (firm or person) engaged to install work, by Contractor, subcontractor, or sub-subcontractor. Installers are required to be skilled in work they are engaged to install.

12. Specification Text Format: Underscoring facilitates scan reading, or other meaning. Imperative language is directed at contractor, unless otherwise noted.

13. Overlapping/Conflicting Requirements: Most stringent (generally) language written directly into Contract Documents is to be used. Overlapping/conflicting requirements do not indicate that a less stringent requirement might be acceptable. Refer uncertainties to Engineer for decision before proceeding.

14. Where optional requirements are specified in a parallel manner option is intended to be Contractor's unless otherwise indicated.

15. Minimum Requirements: Indicated requirements are for a specific minimum acceptable level of quality/quantity, as recognized in the industry. Actual work must comply (within specified tolerances), or may exceed minimums within reasonable limits. Refer uncertainties to Architect/Engineer before proceeding.

16. Abbreviations, Plural Words: Abbreviations, where not defined in Contract Documents, will be interpreted to mean the normal construction industry terminology, determined by recognized grammatical rules, by the Engineer. Plural words will be interpreted as singular and singular words will be interpreted as plural where applicable for context of Contract Documents.

17. Testing Laboratory: An independent entity engaged for the project to provide inspections, tests, interpretations, reports, and similar services.

1.02 STANDARDS AND REGULATIONS:

A. Industry Standards: Applicable standards of construction industry have same force and effect on performance of the work as if copied directly into Contract Documents or bound and published herewith. Standards referenced in Contract Documents or in governing regulations have precedence over non-referenced standards, insofar as different standards may contain overlapping or conflicting requirements. Comply with standards in effect as of date of Contract Documents, unless otherwise indicated.

B. Abbreviations: Where abbreviations or acronym are used in Contract Documents, they mean the well recognized name of entity in building construction industry. Refer uncertainties to Engineer before proceeding.

C. Trade Union Jurisdictions: Maintain current information on jurisdiction matters, regulations, actions, and pending actions; and administer/supervise performance of work in a manner which will minimize possibility of dispute, conflicts, delays, claims, or losses.

D. Trades: Except as otherwise indicated, the use of titles such as "carpentry" in specification text, implies neither that the work must be performed by an accredited or unionized tradesperson of corresponding generic name (such as "carpenter"), nor that specified requirement apply exclusively to work by tradesperson of that corresponding generic name.

PART 2 -PRODUCTS -Not Used.

PART 3 -EXECUTION -Not Used.

END OF SECTION

SECTION 01090

REFERENCE STANDARDS

PART 1 -GENERAL

1.01 REQUIREMENTS INCLUDED

A. Abbreviations and acronyms used in Contract Documents to identify reference standards.

1.02 QUALITY ASSURANCE

A. Application: When a standard is specified by reference, comply with requirements and recommendations stated in that standard, except when requirements are modified by the Contract Documents, or applicable codes establish stricter standards.

B. Publication Date: The publication in effect on the date of issue of the Contract Documents, except when a specified publication date is specified.

1.03 ABBREVIATIONS, NAMES AND ADDRESSES OF ORGANIZATIONS

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

AASHTO American Association of State Highway and Transportation Officials 444 North
Capitol Street, N.W., Suite 249 Washington, D.C. 20001

ACI American Concrete Institute Box 9094 Farmington Hills, MI 48333-9094

AISC American Institute of Steel Construction One East Wacker Drive, Suite 700 Chicago, IL
60601-1802

AISI American Iron and Steel Institute 25 Massachusetts Ave., N.W., Suite 800. Washington,
D.C. 20001

ANSI American National Standards Institute 25 West 43rd Street, 4th Floor New York, N.Y.
10036

ASHRAE American Society of Heating, Refrigeration and Air-Conditioning Engineers 1791
Tullie Circle, N.E. Atlanta, GA 33029

ASME American Society of Mechanical Engineers Three
Park Avenue New York, N.Y. 10016-5990

ASTM ASTM International 100 Barr Harbor Drive, West
Conshohocken, PA 19428-2959

AWWA American Water Works Association 6666 W.
Quincy Avenue Denver, CO 80235

AWS American Welding Society 550 N.W. LeJeune
Road Miami, FL 33126

CRSI Concrete Reinforcing Steel Institute 933 North
Plum Grove Road Schaumburg, IL 60173-4758

FM Factory Mutual 270 Central Avenue Johnston, RI
02919-4949

FS Federal Specification General Services
Administration Specifications and Consumer
Information Distribution Section (WFSIS)
Washington Navy Yard, Bldg. 197 Washington,
D.C. 20407

IEEE Institute of Electrical and Electronics Engineers
Standards Association 501 Hoes Lane, Third Floor
Piscataway, NJ 08855

MIL Military Specification Naval Publications and
Forms Center 5801 Tabor Avenue Philadelphia,
PA 19120

NEMA National Electrical Manufacturer's Association
1300 North 17th Street, Suite 1752 Rosslyn, VA
22209

NFPA National Fire Protection Association 1
Batterymarch Park Quincy, Massachusetts 02169-
7471

NIST	National Institute of Standards and Technology 100 Bureau Drive, Stop 2100 Gaithersberg, MD 20899-2100
PCA	Portland Cement Association 5420 Old Orchard Road Skokie, IL 60077
PCI	Prestressed Concrete Institute 20 West Adams Street, #2100 Chicago, IL 60606
PS	Product Standard U.S. Department of Commerce Washington, D.C. 20203
SDI	Steel Deck Institute P.O. Box 25 Fox River Grove, IL 60021
SJI	Steel Joist Institute 234 W. Cheves Street Florence, SC 29501
SMA	CNA Sheet Metal and Air Conditioning Contractors' National Association 4201 Lafayette Center Drive Chantilly, VA 20151-1219
UL	Underwriter's Laboratories, Inc. 333 Pfingsten Road Northbrook, IL 60062-2096

- B. When no reference is made to a code, standard, or specification, the standard specifications of the ASTM, the ANSI, the ASME, the IEEE, or the NEMA shall govern.
- C. Contractor shall, when required, furnish evidence satisfactory to the Engineer that materials and methods are in accordance with such standards where so specified.
- D. In the event any questions arise as to the application of these standards or codes, copies shall be supplied on site by the Contractor.

PART 2 -PRODUCTS -Not used.

PART 3 -EXECUTION -Not used.

END OF SECTION

SECTION 01110

ENVIRONMENTAL PROTECTION PROCEDURES

PART 1 -GENERAL

1.01 SCOPE OF WORK

- A. The work covered by this Section consists of furnishing all labor, materials and equipment and performing all work required for the prevention of environmental pollution in conformance with applicable laws and regulations, during and as the result of construction operations under this Contract. For the purpose of this Specification, environmental pollution is defined as the presence of chemical, physical, or biological elements or agents which adversely affect human health or welfare; unfavorably alter ecological balances of importance to human life; affect other species of importance to man; or degrade the utility of the environment for aesthetic and/or recreational purposes.
- B. The control of environmental pollution requires consideration of air, water and land, and involves management of noise and solid waste, as well as other pollutants.
- C. Schedule and conduct all work in a manner that will minimize the erosion of soils in the area of the work. Provide erosion control measures such as diversion channels, sedimentation or filtration systems, berms, staked hay bales, seeding, mulching or other special surface treatments as are required to prevent silting and muddying of streams, rivers, impoundments, lakes, etc. All erosion control measures shall be in place in an area prior to any construction activity in that area.
- D. These Specifications are intended to ensure that construction is achieved with a minimum of disturbance to the existing ecological balance between a water resource and its surroundings.
- E. These are general guidelines. It is the CONTRACTOR's responsibility to determine the specific construction techniques to meet these guidelines.

1.02 APPLICABLE REGULATIONS

- A. Comply with all applicable Federal, State and local laws and regulations concerning environmental pollution control and abatement.

1.03 NOTIFICATIONS

- A. The ENGINEER will notify the CONTRACTOR in writing of any non-compliance with the foregoing provisions or of any environmentally objectionable acts and corrective action to be taken. State or local agencies responsible for verification of certain aspects of the environmental protection requirements shall notify the CONTRACTOR in writing, through the ENGINEER, of any non-compliance with State or local requirements. The CONTRACTOR shall, after receipt of such notice from the ENGINEER or from the regulatory agency through the ENGINEER, immediately take corrective action. Such notice, when delivered to the CONTRACTOR or his authorized representative at the site of the Work, shall be deemed sufficient for the purpose. If the CONTRACTOR fails or refuses to comply promptly, the OWNER may issue an order stopping all or part of the work until satisfactory corrective action has been taken. No part of the time lost due to any such stop orders shall be made the subject of a claim for extension of time or for excess costs or damages by the CONTRACTOR unless it is later determined that the CONTRACTOR was in compliance.

1.04 IMPLEMENTATION

- A. Prior to commencement of the Work, meet with the ENGINEER to develop mutual understandings relative to compliance with this provision and administration of the environmental pollution control program.
- B. Remove temporary environmental control features, when approved by the ENGINEER and incorporate permanent control features into the project at the earliest practicable time.

PART 2 -PRODUCTS – Not used.

PART 3 -EXECUTION

3.01 EROSION CONTROL

- A. Provide positive means of erosion control such as shallow ditches around construction to carry off surface water. Erosion control measures, such as siltation basins, hay check dams, mulching, jute netting and other equivalent techniques, shall be used as appropriate. Flow of surface water into excavated areas shall be prevented. Ditches around construction areas shall also be used to carry away water resulting from dewatering of excavated areas. At the completion of the work, ditches shall be backfilled and the ground surface restored to its original condition.

3.02 PROTECTION OF SURFACE WATERS

- A. Care shall be taken to prevent, or reduce to a minimum, any damage to any surface water from pollution by debris, sediment or other material, or from the manipulation of equipment and/or materials in or near such surface waters. Water that has been used for washing or processing, or that contains oils or sediments that will reduce the quality of the surface water, shall not be directly returned to the surface water. Such waters will be diverted through a settling basin or filter before being directed into the surface waters.
- B. The CONTRACTOR shall not discharge water from testing operations directly into any surface water.
- C. All preventative measures shall be taken to avoid spillage of petroleum products and other pollutants. In the event of any spillage, prompt remedial action shall be taken in accordance with a contingency action plan approved by the OWNER. CONTRACTOR shall submit two copies of approved contingency plans to the ENGINEER

3.03 PROTECTION OF LAND RESOURCES

- A. Land resources within the project boundaries and outside the limits of permanent work shall be restored to a condition, after completion of construction, that will appear to be natural and not detract from the appearance of the project. Confine all construction activities to areas shown on the Drawings.

- B. Outside of areas requiring earthwork for the construction of the new facilities, the CONTRACTOR shall not deface, injure, or destroy trees or shrubs, nor remove or cut them without prior approval. No ropes, cables, or guys shall be fastened to or attached to any existing nearby trees for anchorage unless specifically authorized by the ENGINEER. Where such special emergency use is permitted, first wrap the trunk with a sufficient thickness of burlap or rags over which softwood cleats shall be tied before any rope, cable, or wire is placed. The CONTRACTOR shall in any event be responsible for any damage resulting from such use.
- C. Where trees may possibly be defaced, bruised, injured, or otherwise damaged by the CONTRACTOR's equipment, dumping or other operations, protect such trees by placing boards, planks, or poles around them. Monuments and markers shall be protected similarly before beginning operations near them.
- D. Any trees or other landscape feature scarred or damaged by the CONTRACTOR's equipment or operations shall be restored as nearly as possible to its original condition. The ENGINEER will decide what method of restoration shall be used and whether damaged trees shall be treated and healed or removed and disposed of.
- 1 All scars made on trees by equipment, construction operations, or by the removal of limbs larger than 1-inch in diameter shall be coated as soon as possible with an approved tree wound dressing. All trimming or pruning shall be performed in an approved manner by experienced workmen with saws or pruning shears. Tree trimming with axes will not be permitted.
 - 2 Climbing ropes shall be used where necessary for safety. Trees that are to remain, either within or outside established clearing limits, that are subsequently damaged by the CONTRACTOR and are beyond saving in the opinion of the ENGINEER, shall be immediately removed and replaced.
- E. The locations of the CONTRACTOR's storage and other construction buildings, required temporarily in the performance of the Work, shall be cleared as portions of the job site or areas to be cleared as shown on the Drawings and shall require written approval of the ENGINEER and shall not be within wetlands or floodplains. The preservation of the landscape shall be an imperative consideration in the selection of all sites and in the construction of buildings. Drawings showing storage facilities shall be submitted for approval of the ENGINEER
- F. If the CONTRACTOR proposes to construct temporary roads or embankments and excavations for plant and/or work areas, he shall submit the following for approval at least ten-days prior to scheduled start of such temporary work:
- 1 A layout of all temporary roads, excavations and embankments to be constructed within the work area.
 - 2 Details of temporary road construction.
 - 3 Drawings and cross sections of proposed embankments and their foundations, including a description of proposed materials.

4 A landscaping drawing showing the proposed restoration of the area. Removal of any trees and shrubs outside the limits of existing clearing area shall be indicated. The drawing shall also indicate location of required guard posts or barriers required to control vehicular traffic passing close to trees and shrubs to be maintained undamaged. The drawing shall provide for the obliteration of construction scars as such and shall provide for a natural appearing final condition of the area. Modification of the CONTRACTOR's approved drawings shall be made only with the written approval of the ENGINEER. No unauthorized road construction, excavation or embankment construction including disposal areas will be permitted.

- G. Remove all signs of temporary construction facilities such as haul roads, work areas, structures, foundations of temporary structures, stockpiles of excess waste materials, or any other vestiges of construction as directed by the ENGINEER. It is anticipated that excavation, filling and plowing of roadways will be required to restore the area to near natural conditions which will permit the growth of vegetation thereon.
- H. All debris and excess material will be disposed of outside wetland or floodplain areas in an environmentally sound manner.

3.04 PROTECTION OF AIR QUALITY

- A. Burning -The use of burning at the project site for the disposal of refuse and debris will not be permitted.
- B. Dust Control -The CONTRACTOR will be required to maintain all excavations, embankments, stockpiles, access roads, plant sites, waste areas, borrow areas and all other work areas within or without the project boundaries free from dust which could cause the standards for air pollution to be exceeded and which would cause a hazard or nuisance to others.
- C. An approved method of stabilization consisting of sprinkling or other similar methods will be permitted to control dust. The use of petroleum products is prohibited. The use of chlorides may be permitted with approval from the ENGINEER.
- D. Sprinkling, to be approved, must be repeated at such intervals as to keep all parts of the disturbed area at least damp at all times, and the CONTRACTOR must have sufficient competent equipment on the job to accomplish this if sprinkling is used. Dust control shall be performed as the work proceeds and whenever a dust nuisance or hazard occurs, as determined by the ENGINEER.

3.05 MAINTENANCE OF POLLUTION CONTROL FACILITIES DURING CONSTRUCTION

- A. During the life of this Contract, maintain all facilities constructed for pollution control as long as the operations creating the particular pollutant are being carried out or until the material concerned has become stabilized to the extent that pollution is no longer being created.

3.06 NOISE CONTROL

- A. The CONTRACTOR shall make every effort to minimize noises caused by his/her operations. Equipment shall be equipped with silencers or mufflers designed to operate with the least possible noise in compliance with State and Federal regulations.

END OF SECTION

SECTION 01152

APPLICATION FOR PAYMENT

PART 1 -GENERAL

1.01 REQUIREMENTS INCLUDED

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

1.02 RELATED REQUIREMENTS

- A. Agreement Between Owner and Contractor: Lump Sum and Unit Price.
- B. Conditions of the Contract: Progress Payments, Retainage and Final Payment.
- C. Section 01025: Measure and Payment.
- D. Section 01153: Change Order Procedures.
- E. Section 01370: Schedule of Values.
- F. Section 01700: Project Closeout.

1.03 FORMAT AND DATA REQUIRED

- A. Submit applications in the form required by Owner, with itemized data typed on 8-1/2 inch x 11 inch white paper continuation sheets.
- B. Provide itemized data on continuation sheet:
 - 1. Format, schedules, line items and values: Those of the Schedule of Values accepted by Engineer.
- C. ~~Provide signed and sealed "As-Built" by Surveyor with each pay request.~~

1.04 PREPARATION OF APPLICATION FOR EACH PROGRESS PAYMENT

- A. Application Form:
 - 1 Fill in required information, including that for Change Orders executed prior to date of submittal of application.
 - 2 Fill in summary of dollar values to agree with respective totals indicated on continuation sheets.
 - 3 Execute certification with signature of a responsible officer of Contract firm.
- B. Continuation Sheets:
 - 1. Fill in total list of all scheduled component items of Work, with item number and scheduled dollar value for each item.
 - 2. Fill in dollar value in each column for each scheduled line item when work has been performed or products stored.
 - a. Round off values to nearest dollar, or as specified for Schedule of Values.
 - 3. List each Change Order executed prior to date of submission at the end of the continuation sheets.

- a. List by Change Order Number, and description, as for an original component item of work.

1.05 SUBSTANTIATING DATA FOR PROGRESS PAYMENTS

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

1.06 PREPARATION OF APPLICATION FOR FINAL PAYMENT

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

1.07 SUBMITTAL PROCEDURE

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

PART 2 -PRODUCTS -Not used.

PART 3 -EXECUTION -Not used.

END OF SECTION

SECTION 01153

CHANGE ORDER PROCEDURES

PART 1 -GENERAL

1.01 REQUIREMENTS INCLUDE

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

1.02 RELATED REQUIREMENTS

- A. Agreement: The amount of established unit prices.
- B. Drawings and general provisions of the Contract, including the General Conditions and Terms and Division 1 Specification sections, apply to this section.
- C. Terms and Conditions of the Contract (See GC 42 of the General Conditions and Terms):
 - 1 Methods of determining cost or credit to Owner resulting from changes in Work made on a time-and-materials basis.
 - 2 Contractor's claims for additional costs.
- D. Section 01025: Measurement and Payment
- E. Section 01152: Application for Payment
- F. Section 01300: Submittals
- G. Section 01310: Construction Schedules
- H. Section 01640: Products and Substitutions
- I. Section 01700: Project Closeout
- J. Section 01720: Record Documents

1.03 DEFINITIONS

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

1.04 PRELIMINARY PROCEDURES

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

1.05 CONSTRUCTION CHANGE AUTHORIZATION

- A. In lieu of Proposal Request, Engineer may issue a "Construction Change Directive" (CCD) for Contractor to proceed with a change for subsequent inclusion in a Change Order.
- B. Authorization will describe changes in the work, both additions and deletions, with attachments of revised Contract Documents to define details of the change and will designate the method of determining any change in the Contract Sum and any change in Contract Time.
- C. Owner and Engineer will sign and date the CCD as authorization for the Contractor to proceed with the Changes.
- D. Contractor shall sign and date the Construction Change Authorization to indicate agreement with the terms therein.

1.06 DOCUMENTATION OF PROPOSALS AND CLAIMS

- A. Support each quotation for a lump sum proposal, and for each unit price which has not previously been established, with sufficient substantiating data to allow Engineer to evaluate the quotation.
- B. On request, provide additional data to support time and cost computation including the following:
 - 1 Labor required.
 - 2 Equipment required.
 - 3 Products required:
 - 4 Recommended source of purchase and unit cost.
 - 5 Quantities required.
 - 6 Taxes, insurance bonds.
 - 7 Credit for work deleted from Contract, similarly documented.
 - 8 Overhead and profit.
 - 9 Justification for any change in Contract Time.
- C. Support each claim for additional costs, and for work done on a time-and-material / force account basis, with documentation as required for a lump sum proposal, plus the following additional information:
 - 1. Name of the Owner's authorization agent who ordered the work, and date of the order.
 - 2. Dates and time work performed, and by whom.
 - 3. Time record, summary of hours worked, and hourly rates paid.
 - 4. Receipts and invoices for:
 - a. Equipment used, listing dates and times of use.
 - b. Products used, listing quantities.
 - c. Subcontracts.
 - 5. Document requests for substitutions for Products as specified in Section 01640.

1.07 PREPARATION OF CHANGE ORDERS

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

1.08 LUMP SUM / FIXED PRICE CHANGE ORDER

- A. Content of Change Orders will be based on either:

- B. Engineer's Proposal Request and Contractor's responsible Proposal as mutually agreed upon between Owner and Contractor.
- C. Contractor's Proposal for a change, as recommended by Engineer.
- D. Owner and Engineer will sign and date the Change Order as authorization for the contractor to proceed with the changes.
- E. Contractor shall sign and date the Change Order to indicate agreement with the terms therein.

1.09 UNIT PRICE CHANGE ORDER

- A. Content of Change Orders will be based on, either:
 - 1 Engineer definition of the scope of the required changes.
 - 2 Contractor's Proposal for a change, as recommended by Engineer.
 - 3 Survey of completed work
- B. The amount of the unit prices shall be:
 - 1 Those stated in the Agreement.
 - 2 Those mutually agreed upon between Owner and Contractor.
- C. When quantities of each of the items affected by the Change Order can be determined prior to start of the work:
 - 1 Owner and Engineer will sign and date the Change Order as authorization for Contractor to proceed with the changes.
 - 2 Contractor shall sign and date the Change Order to indicate agreement with the terms therein.
- D. When quantities of the items cannot be determined prior to start of the work:
 - 1 Engineer or Owner will issue a Change Order directing Contractor to proceed with the change on the basis of unit prices, and will cite the applicable unit prices.
 - 2 At completion of the change, Engineer will determine the cost of such work based on the unit prices and quantities used.
 - 3 Contractor shall submit documentation to establish the number of units of each item and any claims for a change in Contract Time.
 - 4 Engineer will sign and date a second Change Order to establish the change in Contract Sum and in Contract Time.
 - 5 Owner and Contractor will sign and date the second Change Order to indicate their agreement with the terms therein.

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

- A. Engineer and Owner will issue a Construction Change Authorization directing Contractor to proceed with the changes.
- B. At completion of the change, Contractor shall submit itemized accounting and supporting data as provided in the Article "Documentation of Proposals and Claims" of this Section.

- C. Engineer will determine the allowable cost for such work, as provided in General Conditions and Supplementary Conditions.
- D. Engineer will sign and date the Change Order to establish the change in Contract Sum and in Contract Time.
- E. Owner and Contractor will sign and date the Change Order to indicate their agreement therewith.

1.11 CORRELATION WITH CONTRACTOR'S SUBMITTALS

- A. Contractor shall periodically revise Schedule of Values and Request for Payment forms to record each change as a separate item of Work, and to record the adjusted Contract Sum.
- B. Contractor shall periodically revise the Construction Schedule to reflect each change in Contract Time.
 - 1. Revise sub-schedules to show changes for other items of work affected by the changes.
- C. Upon completion of work under a Change Order, enter pertinent changes in Record Documents.

PART 2 -PRODUCTS – Not used.

PART 3 -EXECUTION -Not Used.

END OF SECTION

SECTION 01200

PROJECT MEETINGS

PART 1 -GENERAL

1.01 REQUIREMENTS INCLUDED

- A. The ENGINEER shall schedule and administer pre-construction meetings, periodic progress meetings, and specially called meetings throughout progress of the Work.
- 1. Prepare agenda for meetings.
- 2. Distribute written notice of each meeting four days in advance of meeting date.
- 3. Make physical arrangements for meetings.
- 4. Preside at meetings.
- 5. Record the minutes; include significant proceedings and decisions.
- 6. Reproduce and distribute copies of minutes within ten (10) working days after each meeting.
 - a. To participants in the meeting.
 - b. To parties affected by decisions made at the meeting.
- B. Representatives of CONTRACTORS, subcontractors and suppliers attending meetings shall be qualified and authorized to act on behalf of the entity each represents.
- C. The CONTRACTOR shall attend meetings to ascertain that work is expedited and consistent with Contract Documents and construction schedules.

1.02 RELATED REQUIREMENTS

- A. Section 00100: Instructions to Bidders.
- B. Section 01310: Construction Schedules.
- C. Section 01300: Submittals.
- D. Section 01720: Record Drawings

1.03 PRE-CONSTRUCTION MEETING

- A. Schedule a preconstruction meeting no later than 15 days after date of Notice to Award.
- B. Location: A central site, convenient for all parties, designated by the OWNER.
- C. Attendance:
 - 1 OWNER's Representative.
 - 2 ENGINEER and his professional consultants, if any.
 - 3 Resident Project Representative.
 - 4 CONTRACTOR's Superintendent.
 - 5 Major Subcontractors.
 - 6 Major suppliers.

- 7 Utilities
- 8 Others as appropriate.

D. Suggested Agenda:

1. Distribution and discussion of:

- a. List of major subcontractors and suppliers.
- b. Projected Construction Schedules.

2. Critical work sequencing.

3. Major equipment deliveries and priorities.

4. Project Coordination.

- a. Designation of responsible personnel.

5. Procedures and processing of:

- a. Field decisions.
- b. Proposal requests.
- c. Submittals.
- d. On-going "As-Built" Surveys
- e. Change Orders.
- f. Applications for Payment.

6. Adequacy of distribution of Contract Documents.

7. Procedures for maintaining Record Documents.

8. Use of premises:

- a. Office, work and storage areas.
- b. OWNER's requirements.

9. Construction facilities, controls and construction aids.

10. Temporary utilities.

11. Safety and first-aid procedures.

12. Security procedures

13. Housekeeping procedures.

14. Miscellaneous

1.04 PROGRESS MEETINGS

- A. Schedule regular periodic progress meetings. The progress meetings will be held every 14 days with the first meeting 14 days after the pre-construction meeting or 14 days after the date of Notice to Proceed.
- B. Hold additional meetings as required by progress of the Work.
- C. Location of the meetings: Public Services Department Conference Room
- D. Attendance:
 - 1 OWNER'S representatives.
 - 2 ENGINEER, and his professional consultants as needed.
 - 3 Subcontractors as appropriate to the agenda.
 - 4 Suppliers as appropriate to the agenda.
 - 5 Others as appropriate.
- E. Suggested Agenda:
 - 1. Review and approval of minutes of previous meeting.
 - 2. Review of work progress since previous meeting.
 - 3. Field observations, problems, and conflicts.
 - 4. Problems which impede Construction Schedule.
 - 5. Review of off-site fabrication, delivery schedules.
 - 6. Corrective measures and procedures to regain projected schedule.
 - 7. Revisions to Construction Schedule.
 - 8. Progress, schedule, during succeeding work period.
 - 9. Coordination of schedules.
 - 10. Review submittal schedules; expedite as required.
 - 11. Maintenance of quality standards.
 - 12. Pending changes and substitutions.
 - 13. Review proposed changes for:
 - a. Effect on Construction Schedule and on completion date.
 - b. Effect on other contracts of the Project.
 - 14. Review of As-Builts, if requested by the Engineer.
 - 15. Other business.
 - 16. Construction schedule.
 - 17. Critical/long lead items.

F. The CONTRACTOR is to attend progress meetings and is to study previous meeting minutes and current agenda items in order to be prepared to discuss pertinent topics, such as deliveries of materials and equipment, progress of the Work, etc.

G. The CONTRACTOR is to provide a current submittal log at each progress meeting in accordance with Section 01300.

PART 2 -PRODUCTS – Not used.

PART 3 -EXECUTION -Not used.

END OF SECTION

SECTION 01300

SUBMITTALS

PART 1 -GENERAL

1.01 DESCRIPTION OF REQUIREMENTS:

- A. The types of submittals controlled by these general requirements include shop drawings, procedure manuals, samples and miscellaneous work-related submittals. The individual submittal requirements are specified herein and in applicable sections for each unit of work.

1.02 GENERAL SUBMITTAL REQUIREMENTS:

A. Coordination and Sequencing:

1. The Contractor shall coordinate preparation and processing of submittals with the performance of the work so that the work will not be delayed by submittals. The Contractor shall coordinate and sequence different categories of submittals for the same work, and for interfacing units of work, so that one will not be delayed for coordination with another. No extension of time will be allowed because of failure to properly coordinate and sequence submittals.

B. Preparation of Submittal:

1. Provide permanent marking on each submittal to identify project, date, Contractor, subcontractor, submittal name and similar information to distinguish it from other submittals. Each submittal shall clearly state where the item is to be installed. Package each submittal appropriately for transmittal and handling. Submittals which are received from sources other than through the Contractor's office will be returned without action. All results of testing by independent labs or agencies shall be submitted to the Engineer. This shall include both passing and failing tests.

1.03 SPECIFIC CATEGORY SUBMITTAL REQUIREMENTS:

- A. Except as otherwise indicated in individual work sections, comply with general requirements specified herein for each indicated category of submittal.

- 1.

1.04 SHOP DRAWINGS AND SAMPLES:

- A. As soon as practicable and within thirty (30) days after the date of execution of the Contract, the Contractor, in conformance with the conditions of the contract, shall submit to the Engineer for approval, four (4) copies (in addition to those copies necessary for his own requirements) of the shop drawings.

- B. Shop drawings submitted to the Engineer for his review, shall first be checked and approved by the Contractor, as indicated by a "Checked" stamp marked "Approved" on each copy of the shop drawing. Shop drawings received without the Contractor's "Checked and Approved" stamp will be returned without further action.

C. Shop drawings shall be submitted, but not be limited to, the following:

1. Pipe and Fittings (all types & materials)
2. Concrete Mix Design
3. Maintenance of Traffic Plan
4. Asphalt Design
5. Testing Lab and Procedures
6. Fencing Materials
7. Coating Systems
8. Shelter structure
9. Athletic Equipment (Playground, basketball structure, etc.)
10. Bathroom fixtures

D. Product Data:

1 Collect required data into one submittal for each unit of work or system; and mark each copy to show which choices and options are applicable to the project. Include manufacturer's standard printed recommendations for application and use, compliance with standards, application of labels and seals, notation of field measurements which have been checked, and special coordination requirements. Maintain one set of product data for each submittal at the project site, available for reference by the Engineer. For purposes of this submittal, manufacturer's fabrication drawings shall be synonymous with shop drawings.

2 The Contractor shall not submit product data, or allow its use on the project, until compliance with requirements of the Contract Documents has been confirmed. Submittal is for information and record use only, unless otherwise indicated.

1.05 DOCUMENTS:

A. Maintain at the job site one copy of all drawings, specifications; addenda; approved shop drawings; change orders; field orders; other contract modifications; and other approved documents submitted by the Contractor in compliance with various sections of the specifications. Each of these Project Record Documents shall be clearly marked "Project Record Copy" and maintained in good condition; available at all times for review by the Engineer and not used for construction purposes.

1.06 BOND AND COMPLETED OPERATION INSURANCE:

A. Prior to final payment, the Contractor shall submit proof that bonds and completed operations insurance are in effect as required by the GENERAL CONDITIONS.

PART 2 -PRODUCTS – Not used.

PART 3 -EXECUTION -Not used.

END OF SECTION

SECTION 01310

CONSTRUCTION SCHEDULES

PART 1 -GENERAL

1.01 REQUIREMENTS INCLUDED

- A. Promptly after award of the Contract and within ten (10) days after the effective date of the Agreement, prepare and submit to the ENGINEER estimated construction progress schedules for the Work, with sub-schedules of related activities which are essential to its progress.
- B. Submit revised progress schedules on a monthly basis.
- C. No partial payments shall be approved by the ENGINEER until there is an approved construction progress schedule on hand.
- D. The CONTRACTOR shall designate an authorized representative of his firm who shall be responsible for development and maintenance of the schedule and of progress and payment reports. This representative of the CONTRACTOR shall have direct project control and complete authority to act on behalf of the CONTRACTOR in fulfilling the commitments of the CONTRACTOR's schedule.

1.02 RELATED REQUIREMENTS

- A. Section 12: Standard General Conditions of the Construction Contract.
- B. Section 01010: Summary of Work.
- C. Section 01200: Project Meetings.
- D. Section 01300: Submittals.

1.03 FORM OF SCHEDULES

- A. Prepare schedules in the form of a horizontal bar chart or critical path method.
 - 1 Provide separate horizontal bar for each trade or operation within each structure or item.
 - 2 Horizontal time scale: In weeks from start of construction and identify the first work day of each month.
 - 3 Scale and spacing: To allow space for notations and future revisions.
 - 4 Minimum sheet size: 24 x 36 inches.
- B. Format of listings: The chronological order of the start of each item of work for each structure.

C. Identification of listings: By major specification section numbers as applicable and structure.

1.04 CONTENT OF SCHEDULES

A. Construction Progress Schedule:

- 1 Show the complete sequence of construction by activity.
- 2 Show the dates for the beginning of, and completion of, each major element of construction in no more than a two-week increment scale.
- 3 Show projected percentage of completion for each item, as of the first day of each month.
- 4 Show projected dollar cash flow requirements for each month of construction.

B. Submittals Schedule for Shop Drawings, and Samples in accordance with Section 01300. Show:

- 1 The dates for CONTRACTOR's submittals.
- 2 The dates submittals will be required for OWNER-furnished products, if applicable.
- 3 The dates approved submittals will be required from the ENGINEER.

C. A typewritten list of all long lead items (equipment, materials, etc.)

1.05 PROGRESS REVISIONS

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

B. Show changes occurring since previous submission of schedule:

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

C. Provide a narrative report as needed to define:

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

1.06 SUBMISSIONS

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

- 1 The ENGINEER will review schedules and return review copy within 21 days after receipt.
- 2 If required, resubmit within 7 days after return of review copy.

- B. Submit revised monthly progress schedules with that month's application for payment.
- C. Submit five (5) opaque reproductions.

1.07 DISTRIBUTION

- A. Distribute copies of the reviewed schedules to:
 - 1 ENGINEER.
 - 2 Job site file.
 - 3 Subcontractors.
 - 4 Other concerned parties.
 - 5 OWNER (two copies).
- B. Instruct recipients to report promptly to the CONTRACTOR, in writing, any problems anticipated by the projections shown in the schedules.

PART 2 -PRODUCTS -Not used.

PART 3 -EXECUTION

3.01 RESPONSIBILITY FOR SCHEDULE COMPLIANCE

- A. The CONTRACTOR agrees that whenever it becomes apparent from the current monthly schedule that delays to the critical path have resulted, and hence, that the contract completion date will not be met or when so directed by the ENGINEER, he will take some or all of the following actions at no additional cost to the OWNER, submitting to the ENGINEER for approval, a written statement of the steps he intends to take to remove or arrest the delay to the critical path in the approved schedule.
 - 1 Increased construction manpower in such quantities and crafts as will substantially eliminate, in the judgment of the ENGINEER, the backlog of work.
 - 2 Increase the number of working hours per shift, shifts per working days per week, the amount of construction equipment, or any combination of the foregoing, sufficiently to substantially eliminate, in the judgment of the ENGINEER, the backlog of work.
 - 3 Reschedule activities to achieve maximum practical concurrency of accomplishment of activities, and comply with the revised schedule.
 - 4 Costs incurred by the OWNER arising from such lengthening of hours, including furnishing of Inspectors, shall be the CONTRACTOR's responsibility and shall be deducted from monies due him. Failure of the CONTRACTOR to comply with the requirements of the ENGINEER may be grounds for determination by the OWNER that the CONTRACTOR is not proceeding at such rates as will ensure completion within the specified time and may result in the termination of the right of the CONTRACTOR to continue the work.

3.02 ADJUSTMENT OF CONTRACT SCHEDULE AND COMPLETION TIME

- A. If the CONTRACTOR desires to make changes in his method of operating which affect the approved schedule, he shall notify the ENGINEER in writing stating what changes are proposed and the reason for the change. If the ENGINEER approves these changes, the CONTRACTOR shall revise and submit for approval, without additional cost to the OWNER, all of the affected portion of the schedule. The schedule shall be adjusted by the CONTRACTOR only after prior approval of his proposed changes by the ENGINEER.
- B. Adjustments may consist of changing portions of the activity sequence and/or activity durations, division of approved activities, or other adjustments as may be approved by the ENGINEER. The addition of extraneous, non-working activities and/or activities which add unapproved restraints to the schedule shall not be approved.
- C. If the completion of any activity, whether or not critical, falls more than 100 percent behind its approved duration, the CONTRACTOR shall submit for approval a schedule adjustment showing each such activity divided into two activities reflecting completed versus uncompleted work.
- D. Shop drawings which are not approved on the first submittal or within the scheduled time shall be immediately rescheduled, as well as pipelines and tanks which do not pass leak tests.
- E. The contract completion time will be adjusted only for causes specified in this contract. In the event the CONTRACTOR requests an extension of any contract completion date, he shall furnish such justification and supporting evidence as the ENGINEER may deem necessary for a determination as to whether the CONTRACTOR is entitled to an extension of time under the provisions of this contract. ENGINEER will, after receipt of such justification and supporting evidence make findings of fact and will advise the CONTRACTOR in writing thereof. If the ENGINEER finds that the CONTRACTOR is entitled to any extension of any contract completion date under the provisions of this contract, the ENGINEER's determination as to the total number of days extension shall be based upon the currently approved schedule and on all data relevant to the extension. Such data shall be included in the next monthly updating of the schedule. The CONTRACTOR acknowledges and agrees that actual delays in activities which, according to the schedule, do not affect any contract completion date shown by the critical path in the schedule do not have any effect on the contract completion date or dates, and therefore, will not be the basis for a change therein.
- F. From time to time it may be necessary for the contract schedule and/or completion time to be adjusted by the ENGINEER to reflect the effects of job conditions, weather, technical difficulties, strikes, unavoidable delays on the part of the OWNER or his representatives, and other unforeseeable conditions which may indicate schedule adjustments and/or completion time extension. Under such conditions, the CONTRACTOR shall reschedule the work and/or contract completion time to reflect the changed conditions, and the CONTRACTOR shall revise his schedule accordingly. No additional compensation shall be made to the CONTRACTOR for such schedule changes except for unavoidable overall contract time extensions beyond the actual completion of all unaffected work in the contract, in which case the CONTRACTOR shall take all possible action to minimize any time extension and any additional cost to the OWNER. It is specifically pointed out that the use of available float time in the schedule may be used by the OWNER as defined by the ENGINEER, as well as by the CONTRACTOR. Float time is defined as the amount of time between the early start date, and the late start date, or the early finish date and the late finish date, of any of the activities in the schedule.

G. The OWNER controls the float time in the approved schedule and, therefore, without obligation to extend either the overall completion date or any intermediate completion dates set out in the schedule, the OWNER may initiate changes to the contract work that absorb float time only. OWNER-initiated changes that affect the critical path on the approved schedule shall be the sole grounds for extending (or contracting) said completion dates. CONTRACTOR initiated changes that encroach on the float time identified in the approved schedule may be accomplished with the OWNER's concurrence. Such changes, however, shall give way to OWNER-initiated changes competing for the same float time.

3.03 COORDINATING SCHEDULES WITH OTHER CONTRACT SCHEDULES

A. Where work is to be performed under this contract concurrently with and/or contingent upon work performed on the same facilities or area under other contracts, the CONTRACTOR's schedule shall be coordinated with the schedules of the other contracts. The CONTRACTOR shall obtain the schedules of the other appropriate contracts from the ENGINEER for the preparation and updating of his schedule and shall make the required changes in his schedule when indicated by changes in corresponding schedules.

END OF SECTION

SECTION 01340

SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

PART 1 -GENERAL

1.01 REQUIREMENTS INCLUDED

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

1.02 RELATED REQUIREMENTS

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

1.03 SHOP DRAWINGS

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

1.04 PRODUCT DATA

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

1.05 CONTRACTOR RESPONSIBILITIES

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

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

1.06 SUBMISSION REQUIREMENTS

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

1.07 RESUBMISSION REQUIREMENTS

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

1.08 ENGINEER'S DUTIES

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

PART 2 -**PRODUCTS** – Not used.

PART 3 -**EXECUTION** -Not used.

END OF SECTION

SECTION 01370

SCHEDULE OF VALUES

PART 1 -GENERAL

1.01 REQUIREMENTS INCLUDED

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

1.02 RELATED REQUIREMENTS

- A. Section 01025: Measurement and Payment
- B. Section 01152: Application for Payment
- C. Section 01600: Material, Equipment and Products.

1.03 FORM AND CONTENT OF SCHEDULE OF VALUES

- A. Type schedule on 8-1/2-inch X 11-inch white paper; Contractor's standard forms and automated printout will be considered for approval by Engineer upon Contractors request. Identify schedule with:
 - 1 Title of Project, location and (City, County, Owner) Project Number and Purchase Order Number.
 - 2 Engineer and Engineer's Project number.
 - 3 Name and Address of Contractor.
 - 4 Date of Submission.
- B. Schedule shall list the installed value of the component parts of the Work, in sufficient detail to serve as a basis for computing values for progress payments during construction.
- C. Follow the table of contents of these Specifications as the format for listing component items.
 - 1. Identify each line item with the number and title of the respective major section of the specifications.
- D. For each major line item list sub-values of:

- 1 Major products or operations under the item.
- 2 Contract conditions, such as: bonds, insurance premiums, job mobilization, construction facilities and temporary controls.

E. For the various portions of the Work:

1. Each item shall include a directly proportional amount of the Contractor's overhead and profit.
2. For items on which progress payments will be requested for stored materials, break down the value into:
 - a. The cost of the materials, delivered and unloaded, with taxes paid.
 - b. The total installed value.

F. The sum of all values listed in the schedule shall equal the total Contract Sum.

1.04 SUBSCHEDULE OF UNIT MATERIAL VALUES

A. Submit a subschedule of unit costs and quantities for:

- 1 Products specified under a unit cost allowance in Section 01018.
- 2 Products on which progress payments will be requested for stored products.

B. The form of submittal shall parallel that of the Schedule of Values, with each item identified the same as the line item in the Schedule of Values.

C. The unit quantity for bulk materials shall include an allowance for normal waste.

D. The unit values for the materials shall be broken down into:

- 1 Cost of the material, delivered and unloaded at the site, with taxes paid.
- 2 Installation costs, including Contractor's
- 3 Overhead and profit.

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

PART 2 -PRODUCTS – Not Used.

PART 3 -EXECUTION – Not used.

END OF SECTION

SECTION 01380

CONSTRUCTION PHOTOGRAPHS

PART 1 -GENERAL

1.01 REQUIREMENTS INCLUDED

- A. Employ competent photographer to take construction record photographs periodically during course of the Work.

1.02 RELATED REQUIREMENTS

- A. Section 01010: Summary of Work
- B. Section 01025: Measurement and Payment
- C. Section 01152: Application for Payment
- D. Section 01700: Project Closeout.

1.03 PHOTOGRAPHY REQUIRED

- A. Provide a pre-and post-construction video tape showing the project area (both sides of the street, complete length of the project).
- B. Provide photographs taken on cutoff date for each scheduled Application for Payment.
- C. Views and Quantities Required:
 - 1 At each specified time, photograph Project from six to ten different views, as approved by Engineer.
 - 2 Provide 8 x 10 inch prints of each view. Two (2) copies of each print shall be provided.
 - 3 Provide two copies of a VHS video tape or DVD recording.

1.04 COSTS OF PHOTOGRAPHY

- A. Pay costs for specified photography and prints.
- B. Parties requiring additional photography or prints will pay photographer directly.

PART 2 -PRODUCTS

2.01 PRINTS

- A. Color:
 - 1 Paper; Single weight, neutral black image tone, white base.
 - 2 Finish: Smooth surface, glossy.

- B. Identify each print on back, listing:
- 1 Name of Project.
 - 2 Orientation of view.
 - 3 Date and time of exposure.
 - 4 Name and address of photographer.
 - 5 Photographer's numbered identification of exposure.

PART 3 -EXECUTION

3.01 COLOR AUDIO VIDEO TAPING OF CONSTRUCTION AREA

- A. Prior to beginning any construction, the Contractor shall prepare a color audio videotape of all the areas to be affected by construction (HIGH Density, VHS or DVD format).
- B. The audio video taping shall be done within the one-week period prior to placement of materials or equipment on the construction area and furnished one week prior to the start of construction. The audio video taping shall be done with a City Representative present.
- C. To preclude the possibility of tampering or editing in any manner, all video recordings shall, by electronic means, generate and display continuously and simultaneously on the screen digital information to include the date and time of recording. The time information shall consist of hours, minutes and seconds, separated by colons (i.e., 10:35:18).
- D. The audio video tape shall consist of one video and one audio track which shall be recorded simultaneously. All tracks shall consist of original live recordings and thus shall not be copies of other audio and video recordings. The audio track shall contain the narrative commentary.
- E. The rate of speed in the general direction of travel of the conveyance used during taping shall be controlled to provide a usable image. Panning rates and zoom-in, zoom-out rates shall be controlled sufficiently such that playback will produce clarity of the object viewed.
- F. All taping shall be done during times of good visibility. No taping shall be done during period of visible precipitation, unless otherwise authorized by the City.
- G. The City shall have the authority to designate what areas may be omitted or added for audio video coverage.
- H. When conventional wheeled vehicles are used, the distance from the camera lens to the ground shall not be less than eight feet to insure perspective.
- I. In some instances, audio videotape coverage will be required in areas not accessible by conventional wheeled vehicles. Such coverage shall be obtained by walking or special conveyance by the City.
- J. Areas covered shall include offsite roadways that will be subjected to heavy usage such as for haul routes or delivery of heavy components or equipment.

3.02 TECHNIQUE

- A. Factual presentation
 - B. Correct exposure and focus.
- 1 High resolution and sharpness.
 - 2 Maximum depth-of-field.
 - 3 Minimum distortion.

3.03 VIEWS REQUIRED

- A. Photograph from locations to adequately illustrate condition of construction and state of progress.
- 1 At successive periods of photography, take at least one photograph from the same overall view as previously.
 - 2 Consult with engineer at each period of photography for instructions concerning views required.

3.04 DELIVERY OF PRINTS

- A. Deliver prints to Engineer with monthly Pay Application.

END OF SECTION

SECTION 01410

TESTING LABORATORY SERVICES

PART 1 -GENERAL

1.01 SELECTION AND PAYMENT:

A. Contractor shall employ and pay for services of an independent testing laboratory to perform all specified inspection and testing. City to approve the testing laboratory. City will reimburse the contractor through the "Testing Allowance", if applicable.

B. Employment of testing laboratory shall in no way relieve Contractor of obligation to perform work in accordance with requirements of Contract Documents.

1.02 CONTRACTOR SUBMITTALS:

A. Prior to start of work, submit testing laboratory name, address, telephone number, and responsible officer to the Engineer.

1.03 LABORATORY RESPONSIBILITIES:

A. Samples to be taken by laboratory.

B. Provide qualified personnel at site. Cooperate with Engineer and Contractor in performance of services.

C. Perform specified inspection, sampling, and testing of Products in accordance with specified standards.

D. Ascertain compliance of materials and mixes with requirements of Contract Documents.

E. Promptly notify Engineer and Contractor of observed irregularities or nonconformance of work or products.

1.04 LABORATORY REPORTS:

A. After each inspection and test, promptly submit two certified copies of laboratory report to both the Engineer and the Contractor.

B. Include:

1. Date issued,
2. Project title and number,
3. Name of inspector,
4. Date and time of sampling or inspection,
5. Identification of product and Specifications Section,
6. Location in the Project,
7. Type of inspection or test,
8. Date of test,
9. Results of tests,
10. Conformance with Contract Documents.

C. When requested by Engineer, provide interpretation of test results.

1.05 LIMITS ON TESTING LABORATORY AUTHORITY:

A. Laboratory may not release, revoke, alter, or enlarge on requirements of Contract Documents.

B. Laboratory may not approve or accept any portion of the Work.

C. Laboratory may not assume any duties of Contractor.

D. Laboratory has no authority to stop the Work.

1.06 CONTRACTOR RESPONSIBILITIES:

A. Cooperate with laboratory personnel, and provide access to the work and to manufacturer's facilities.

B. Provide incidental labor and facilities to provide access to work to be tested, to obtain and handle samples at the site or at source of products to be tested, to facilitate tests and inspections, storage, and curing of test samples.

C. Notify laboratory 24 hours prior to expected time for operations requiring inspection and testing services.

D. Pay costs of testing laboratory services.

1.07 SCHEDULE OF INSPECTIONS AND TESTS:

A. See individual sections of the specifications for required inspection and testing.

B. Testing locations to be approved by the Engineer or Engineer's representative.

PART 2 -PRODUCTS – Not Used.

PART 3 -EXECUTION – Not used.

END OF SECTION

SECTION 01450

ENVIRONMENTAL PROTECTION

PART 1 -GENERAL

1.01 SECTION INCLUDES:

- A. Requirements for prevention of environmental pollution and damage as the result of construction operations under this contract.

1.02 SYSTEM DESCRIPTION:

- A. Environmental pollution and damage are defined as the presence of chemical, physical, or biological elements or agents which adversely affect human health or welfare; unfavorably alter ecological balances of importance to human life; affect other species of importance to man; or degrade the utility of the environment for aesthetic, cultural, and/or historical purposes.
- B. The control of environmental pollution and damage requires consideration of air, water, and land, and includes management of visual esthetics, noise, solid waste, radiant energy and radioactive materials, as well as other pollutants.

1.03 QUALITY ASSURANCE:

- A. Establish and maintain quality control for environmental protection of all items set forth herein.
- B. Record on daily quality control reports or attachments thereto, any problems in complying with laws, regulations and ordinances, and corrective actions taken.
- C. Comply with all requirements under the terms and conditions set out in all permit(s) obtained by the Owner.
- D. The Owner's Representative will notify the Contractor in writing of any observed noncompliance with the Federal, State, or local laws or regulations, permits and other elements of the Environmental Protection Plan.
 - 1 After receipt of such notice, inform the Owner's Representative of proposed corrective action and take such action as may be approved.
 - 2 Failure to comply promptly will be grounds for suspension of the work.
 - 3 No time extensions shall be granted or costs or damages allowed for any such suspension.

PART 2 -PRODUCTS – Not used.

PART 3 -EXECUTION

3.01 PROTECTION OF ENVIRONMENTAL RESOURCES:

- A. Protect the environmental resources within the project boundaries and those affected outside the limits of permanent work during the entire period of this contract. Confine activities to areas defined by the drawings and specifications.

- B. Disposal of Waste:
 - 1 Dispose of solid wastes (excluding clearing debris), in containers, which are emptied on a regular schedule. All handling and disposal shall be conducted to prevent contamination.
 - 2 Transport all solid waste off property and dispose of it in compliance with Federal, State and local requirements for solid waste disposal.
 - 3 Store chemical waste in corrosion resistant containers, removed from the work area and disposed of in accordance with Federal, State and local regulations.
 - 4 Discarded materials other than those, which can be included in the solid waste category, shall be handled as directed by the Owner's Representative.

- C. Under no circumstances shall the Contractor discharge any sewage into the storm system or on the ground. The Contractor shall prepare a contingency plan to dispose of the sewage should the by-pass pumping system fail. Previous methods included the use of tankers to transport the sewage to a different part of the system. The Contractor should also consider re-flooding the wet well. However, no additional payment will be made for clean up and restoration of work already completed.

3.02 PROTECTION OF WATER RESOURCES:

- A. Keep construction activities under surveillance, management and control to avoid pollution of surface and ground waters. Contractor to acquire all permits and pay for all associated permit fees necessary for disposal of discharge water into waterways that require turbidity screens.

- B. Monitor all water areas affected by construction activities.

- C. Grade site to drain. Maintain excavations free of water. Provide, operate and maintain pumping equipment. If required, the Contractor shall be responsible for obtaining all applicable South Florida Water Management District dewatering permits and pay for all associated permit fees.

- D. Protect site from puddling or running water.

3.03 PROTECTION OF FISH AND WILDLIFE RESOURCES:

- A. Keep construction activities under surveillance, management and control, to minimize interference with, disturbance to, and damage of fish and wildlife.

END OF SECTION

SECTION 01500

CONSTRUCTION CONSIDERATIONS

PART 1 -GENERAL

1.01 HYDRAULIC UPLIFT ON STRUCTURES:

- A. The Contractor shall be completely responsible for any pipelines, sanitary manholes, or similar structures that may become buoyant during the construction operations due to the ground water or floods and before the structure is put into operation. Should there be any possibility of buoyance of a structure, the Contractor shall take the necessary steps to prevent its buoyance. Damage to any structures due to floating or flooding shall be repaired or the structures replaced at the Contractor's expense.

1.02 RELOCATIONS:

- A. The Contractor shall be responsible for the relocation of structures, including but not limited to, light poles, sign poles, fences, piping, conduits and drains that interfere with the positioning of the Work as set out on the Drawings. Unless a pay item is specifically called for in the Schedule of Values, the cost of all such relocations shall be included in the bid and shall not result in any additional cost to the Owner.

1.03 SUBSURFACE INVESTIGATIONS:

- A. The Contractor shall be responsible for having determined to his satisfaction, prior to his bid submittal, the nature and location of the work, the conformation of the ground, the character and quality of the substrata, the types and quantity of materials to be encountered, the nature of the groundwater condition, the character of equipment and facilities required preliminary to and during the performance of the work, the general and local conditions and all other matters which can in any way affect the work under this Contract. The prices established for the work to be done shall reflect all costs pertaining to the work. Any claims for extras based on the substrata or groundwater table conditions will be disallowed.

1.04 OBSTRUCTIONS:

- A. All water pipes, storm drains, sanitary sewers, force mains, or other pipe, telephone or power cables or conduits and all other obstructions, whether or not shown, shall be protected and temporarily supported across utility line excavations. The Contractor shall be responsible for any damage to any such pipes, conduits, or structures. Approximate locations of known water, sanitary, raw water, drainage, power and telephone installations along route of new force main pipeline or in the vicinity of new work are shown, but must be verified in the field by the Contractor before beginning any excavation. The Contractor shall uncover these pipes, ducts, cables, etc., carefully, by hand if necessary, prior to installing new pipeline or structures. Any discrepancies or differences found shall be brought to the attention of the Engineer in order that necessary changes may be made to permit installation of new work. These conditions are supplemental to general requirements elsewhere in the Contract Documents.

1.05 SITE CONDITIONS:

- A. The Contractor acknowledges that he has investigated prior to submitting his bid and satisfied himself as to the conditions affecting the work, including but not restricted to those bearing upon transportation, disposal, handling and storage of materials, availability of labor, water, electric power, roads and uncertainties of weather, canal stages, tides, water tables or similar physical conditions at the site, the conformation and conditions of the ground, the character of equipment and facilities needed preliminary to and during prosecution of the work. The Contractor further acknowledges that he has satisfied himself as to the character, quality of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site, or any contiguous site, as well as from information presented by the Drawings and Specifications made a part of this Contract, or any other information made available to him prior his bid submittal. Any failure by the Contractor to acquaint himself with the available information will not relieve him from responsibility for estimating properly the difficult or cost of successfully performing the work. The Owner assumes no responsibility for any conclusions or interpretations made by the Contractor on the basis of the information made available by the Owner.

1.06 PROTECTION OF PROPERTY:

- A. The Contractor shall protect all property that may be affected by his work or operations. The location and extent of underground and covered facilities are not guaranteed and the Contractor is cautioned to proceed with care in order to prevent the undermining or damage to existing structures, piping, or facilities.
- B. When City water is being used, the supply source shall be protected against contamination in accordance with existing codes and regulations.
- C. In the event any of the Contractor's activities were to disrupt or endanger any facilities, he shall at his own expense make all necessary repairs or replacements necessary to correct the situation to the satisfaction of the Engineer. Such work shall progress continuously to completion on a 24-hour per day, seven workday basis. The Contractor shall be responsible for the services of repair crews on call 24 hours per day for emergencies that arise involving work under this Contract.

1.07 WORK ADJACENT TO LAKE WORTH UTILITIES (LWU) FACILITIES:

- A. The attention of the Contractor is drawn to existing Lake Worth Utilities overhead and underground facilities are located in the construction area. The Contractor shall protect all existing power transmission and distribution facilities throughout the period of construction and shall contact the offices of the City at least 72 hours prior to the start of any construction.
- B. It is full and complete responsibility of the Contractor to determine the exact location of all overhead and underground power transmission and distribution facilities in the area of the Works whether or not they are indicated on the Drawings.

1.08 WORK ADJACENT TO AT&T TELECOMMUNICATIONS FACILITIES:

- A. The attention of the Contractor is drawn to the existing overhead and underground telecommunications facilities are located in the construction area. The Contractor shall protect all existing telecommunications facilities throughout the construction of the project and shall contact the appropriate telecommunications offices at least 72 hours prior to the start of construction.

- B. It is full and complete responsibility of the Contractor to determine the exact location of all overhead and underground telecommunications facilities in the area of the Works whether or not they are indicated on the Drawings.

1.09 WORK ADJACENT TO FLORIDA PUBLIC UTILITIES COMPANY (FPU) FACILITIES:

- A. The attention of the Contractor is drawn to the existing underground natural gas lines are located in the construction area. The Contractor shall protect all existing natural gas pipelines throughout the construction of the project and shall contact the appropriate natural gas offices at least 72 hours prior to the start of construction.
- B. It is full and complete responsibility of the Contractor to determine the exact location of all underground natural gas lines in the area of the Works whether or not they are indicated on the Drawings.

1.10 WORK ADJACENT TO CABLE TV (CATV) FACILITIES:

- A. The attention of the Contractor is drawn to the existing overhead and buried CATV lines are located in the construction area. The Contractor shall protect all existing overhead and buried CATV throughout the construction of the project and shall contact the appropriate cable TV offices at least 72 hours prior to the start of construction.
- B. It is full and complete responsibility of the Contractor to determine the exact location of all overhead and underground CATV in the area of the Works whether or not they are indicated on the Drawings.

1.11 WORK ADJACENT TO PALM BEACH COUNTY TRAFFIC OPERATIONS FACILITIES:

- A. The attention of the Contractor is drawn to the existing buried Palm Beach County Traffic Operations lines are located in the construction area. The Contractor shall protect all existing buried traffic cables throughout the construction of the project and shall contact the Palm Beach County Traffic Department at least 72 hours prior to the start of construction.
- B. It is full and complete responsibility of the Contractor to determine the exact location of all underground traffic cables in the area of the Works whether or not they are indicated on the Drawings.

PART 2 -PRODUCTS – Not used.

PART 3 -EXECUTION – Not used.

END OF SECTION

SECTION 01501

CONSTRUCTION FACILITIES AND TEMPORARY CONTROLS

PART 1 -GENERAL

1.01 SECTION INCLUDES:

- A. Temporary Utilities: Electricity, lighting, telephone service and sanitary facilities.
- B. Temporary Controls: Barriers, enclosures and fencing, protection of the Work and water control.
- C. Construction Facilities: Access roads, parking, progress cleaning, project signage and temporary buildings.

1.02 RELATED SECTIONS:

- A. Section 01570 –Maintenance of Traffic.

1.03 TEMPORARY ELECTRICITY:

- A. Cost: By Contractor; provide and pay for any required temporary power service.

1.04 TEMPORARY LIGHTING FOR CONSTRUCTION PURPOSES:

- A. Provide and maintain lighting for construction operations as necessary.

1.05 TEMPORARY VENTILATION:

- A. Ventilate enclosed areas to assist cure of materials, to dissipate humidity and to prevent accumulation of dust, fumes, vapors or gases.

1.06 TELEPHONE SERVICE:

- A. Provide, maintain and pay for telephone service to field office, if required, at time of project mobilization.

1.07 TEMPORARY SANITARY FACILITIES:

- A. Provide and maintain required temporary restroom facilities and enclosures for field crews.

1.08 BARRIERS:

- A. Provide barriers to prevent unauthorized entry to construction areas and to protect existing facilities and adjacent properties from damage from construction operations maintaining access to public rights-of-way and existing buildings and driveways. Maintain access to fire hydrants.

B. Provide protection for vegetation designated to remain. Replace damaged plant life.

C. Protect vehicular traffic, stored materials, site and structures from damage.

1.09 FENCING:

A. Construction: At Contractor's option, construct temporary commercial grade chain link fence 6 foot high. Contractor is responsible for cost of any construction fencing.

1.10 WATER CONTROL:

A. Grade site to drain. Maintain excavations free of water. Provide, operate and maintain pumping equipment. Contractor responsible for obtaining any required South Florida Water Management District dewatering permits.

B. Protect site from puddling or running water.

1.11 TEMPORARY BYPASSING FACILITIES:

A. Contractor to provide all pumps, labor and materials required to bypass the flow of sewage during sanitary sewer main replacement and manhole work.

B. Contractor to provide all pumps, labor and materials required to bypass the flow of storm water during drainage system replacement and installation work.

1.12 PROTECTION OF INSTALLED WORK:

A. Protect installed Work and provide special protection where specified in individual specification sections.

B. Provide temporary and removable protection for installed products. Control activity in immediate work area to prevent damage.

1.13 SECURITY:

A. Provide security and facilities to protect Work, existing facilities and Owner's operations from unauthorized entry, vandalism or theft.

1.14 PROGRESS CLEANING AND WASTE REMOVAL:

A. Maintain areas free of waste materials, debris and rubbish. Maintain site in a clean and orderly condition.

B. Collect and remove waste materials, debris and rubbish from site daily and dispose off-site.

1.15 REMOVAL OF UTILITIES, FACILITIES AND CONTROLS:

A. Remove temporary utilities, equipment, facilities and materials prior to Substantial Completion inspection.

B. Clean and repair damage caused by installation or use of temporary work.

C. Restore existing (and permanent) facilities used during construction to original condition.

1.16 TEMPORARY WATER SERVICES:

A. Responsibility shall be upon the contractor to provide and maintain, at his own expense, an adequate supply of water for his use for construction and domestic consumption, and to install and maintain necessary supply connections and piping for same, but only at such locations and in such manner as may be approved by the Owner. Before final acceptance, temporary connections and piping installed by the Contractor shall be removed in a manner satisfactory to the Owner.

The Contractor shall request through the City of Lake Worth Utilities, Customer Service facility a 3" hydrant meter, which shall be installed with a backflow preventer attached.

The method of request is to have an authorized agent come to the Utilities Customer Service office with the proper adjustable hydrant wrench, make out a hydrant meter permit, have said permit hand-delivered to Utilities Customer Service, located on the first floor of City Annex Building, 414 Lake Ave, Lake Worth, FL 33460 with a \$500.00 deposit and a mailing address. This must be done at least two days prior to the need to use the hydrant meter. This 3" hydrant meter will be billed monthly at a minimum rate of \$65.00 plus water usage at the current rates schedule. These costs are subject to change by City Commission Resolution.

PART 2 -PRODUCTS – Not used.

PART 3 -EXECUTION – Not used.

END OF SECTION

SECTION 01540

SECURITY AND PROTECTION

PART 1 -GENERAL

1.01 DESCRIPTION:

A. Requirements: This section specified minimum requirements of temporary provisions for security and protection is the Contractor's sole responsibility, and is not limited to the minimums established by the requirements hereof. Except as otherwise indicated, the use of alternative security and protection methods of facilities, equivalent to those specified, is the Contractor's option. The work of this section is defined to exclude required insurance coverage, performance/payment bonds, first aid requirements, general supervision, quality control, damage surveys, enclosure of completed work and stored materials, inspections and test of the work, instruction to Owner's personnel and similar recognized protection/security provision, which are, nevertheless, specified in other parts of the contract documents, if required.

B. The types of security and protection facilities and services required for the entire project include, but are not limited to, the following:

- 1 Barricades, warning signs, lights.
- 2 Security enclosure and lockup of work.
- 3 Personnel security program.
- 4 Environmental protection.

1.02 QUALITY ASSURANCE:

A. Regulations: Comply with governing regulations for the installation and operation of security and protection facilities, including the rules and recommendations of fire and building departments, police, rescue squad's watchman services and similar local organizations and companies.

1.03 JOB CONDITIONS:

A. Scheduled Uses: Provide security and protection at the times first needed at the site; and maintain, expand and modify the facilities as needed throughout the construction period.

B. Conditions of Use: Use security and protection facilities and services in a safe, sanitary, lawful and publicly acceptable manner, which will not interfere unduly with performance of the work nor result in other deleterious effects.

1.04 MATERIALS OF SECURITY AND PROTECTION FACILITIES:

A. General: For use in security and protection facilities, provide either new or used materials and equipment, which are in substantially undamaged and serviceable conditions. Provide types and quality levels which are recognized in the construction industry as suitable for the intended use in each application.

1.05 INSTALLATION OF SECURITY/PROTECTION FACILITIES:

- A. General: Use qualified tradesmen for the installation of security and protection facilities. Locate facilities where they will serve the total project construction work adequately, and result in a minimum interference with performance of the work. Relocate, modify and extend facilities as required during the course of the work, to properly accommodate the entire work of the project. Provide and maintain a reasonably neat and uniform appearance in security and protection facilities, acceptable to the Owner.

1.06 BARRICADES, WARNING SIGNS AND LIGHTS:

- A. General: Comply with recognized standards and code requirements for the erection of substantial and structurally adequate barricades wherever needed to prevent accidents and losses. Paint with appropriate colors, graphics and warning signs and inform personnel at the site, and the general public where exposure exists of the hazard being projected. Provide lighting where appropriate and needed for the recognition of the facility, including flashing red lights where appropriate.
- B. Storage: Where materials and equipment must be temporally stored, prior to and during construction, and are of substantial value or attractive for possible theft, provide secure lockup and enforce strict discipline in connection with the timing of installation and release of materials, so that the opportunity for theft and vandalism is minimized.

1.07 ENVIRONMENTAL PROTECTION:

- A. General: Provide protection facilities, operate temporary facilities, conduct construction activities and enforce strict discipline for personnel at the project site in ways and by methods which comply with environmental protection regulations, and which will minimize the possibility that the air, waterways and subsoil might be contaminated or polluted, or that other undesirable and deleterious effects might result from performance of the work at the project site. Avoid the use of tools and equipment which produce harmful noise; and restrict the use of noise-making tools and equipment to the hours of use which will minimize noise complaints by persons or residents near the project.

1.08 TERMINATION AND REMOVAL:

- A. General: Maintain protection and security facilities and services in good operating condition through the time and use and until the completion and use of permanent work makes each temporary service unnecessary, or until the Owner's occupancy has replaced the need for the service or until its discontinuation has been otherwise authorized. Remove each facility promptly after its use has been terminated. Complete or restore permanent work which may have been delayed or otherwise affected by the temporary facility. Replace work which cannot be satisfactorily restored. Except as otherwise indicated, the materials and equipment of temporary security and protection facilities remain the property of the Contractor.

PART 2 -PRODUCTS – Not used.

PART 3 -EXECUTION – Not used.

END OF SECTION

SECTION 01570

MAINTENANCE OF TRAFFIC

PART 1 -GENERAL

1.01 DESCRIPTION:

- A. Provide all labor, material and services to perform all operations required for the maintenance and protection of vehicular and pedestrian traffic in conformance to all applicable F.D.O.T. laws and regulation and subject to approval and permits by City, Palm Beach County (if applicable), and F.D.O.T. (if applicable).

1.02 SUBMITTAL:

- A. Submit Traffic Control Plans and Construction Schedule to the City, Palm Beach County (if applicable), and the F.D.O.T. (If applicable) for review and approval at least 30 days prior to the start of construction.

1.03 SIGNS AND DEVICES:

- A. Traffic Control and Informational Signs.
- B. Traffic Cones and Drums, and Lights.
- C. Flagman Equipment.

1.04 CONSTRUCTION PARKING CONTROL:

- A. Control vehicular parking to prevent interference with public traffic and parking, access by emergency vehicles and Owner's operations.

1.05 FLAGPERSONS:

- A. Provide trained and equipped flagpersons to regulate traffic when construction operations or traffic encroach on public traffic lanes.

1.06 LIGHTS:

- A. Use lights during hours of low visibility to delineate traffic lanes and to guide traffic.

1.07 TRAFFIC SIGNS AND DEVICES:

- A. At approaches to site and on site, install at crossroads, detours, parking areas, and elsewhere as needed, to direct construction and affected public traffic. The contractor shall submit traffic control through work zone plans based on F.D.O.T. Roadway and Traffic Design Standards, 2013 Edition; Index No. 604 for work within intersections, and F.D.O.T. Index No. 603 and 605 for work requiring the closure of a traffic lane.

- B. At approaches to activities on or near sidewalks and elsewhere as needed, to notify affected non-motorized public traffic the closure of sidewalks, the contractor shall submit traffic control through work zone plans based on F.D.O.T. Roadway and Traffic Design Standards, 2013 Edition, Index No. 660.
- C. Relocate as Work progresses, to maintain effective traffic control.

1.08 REMOVAL:

- A. Remove equipment and devices when no longer required.
- B. Repair damage caused by installation.

1.09 SPECIFICATIONS BY REFERENCE:

- A. State of Florida Department of Transportation Standard Specifications for Road and Bridge Construction, Section 102, 2013 Edition.
- B. State of Florida Manual of Traffic Control and Safe Practices for Street and Highway Construction, Maintenance and Utility Operations.
- C. The Manual of Uniform Traffic Control Devices, latest edition.

1.10 SPECIFIC TRAFFIC CONTROL:

- A. Contractor shall maintain through traffic on all public roads at all times unless stated otherwise herein.
- B. Contractor shall maintain access to all vehicular driveways (public or private) at all times. Contractor shall backfill and install temporary rock base as necessary in order to provide safe and functional access to all driveways.
- C. Contractor shall coordinate with the Police and Fire Departments for whom the Contractor will provide satisfactory access at all times.
- D. Contractor shall maintain, at the minimum, one travel lane, each direction, when performing work within the Palm Beach County Right-of-Way.

PART 2 -PRODUCTS – Not used.

PART 3 -EXECUTION

3.01 EXECUTION:

- A. The Contractor shall arrange his work to cause minimum disturbance to normal pedestrian and vehicular traffic; and shall be held responsible for providing and maintaining suitable means of access (including emergencies) to all public and private properties during all stages of the construction.

- B. If it becomes necessary to block off an entire street to vehicular traffic during construction (other than for an emergency situation), the Contractor must contact the City for approval prior to completely blocking off the street.

END OF SECTION

SECTION 01600

EQUIPMENT AND MATERIALS

PART 1 -GENERAL

- 1.01 SUMMARY: THIS SECTION INCLUDES GENERAL REQUIREMENTS FOR EQUIPMENT AND MATERIAL TRANSPORTATION AND HANDLING, DELIVERY, STORAGE, AND PROTECTION OF CONTRACTOR AND CITY -FURNISHED EQUIPMENT AND MATERIALS.
- A. RELATED WORK:
1. SUBSTITUTIONS: Section 38 General Conditions. The contractor shall comply with the contract documents and the City's Approved Materials List (AML).
 2. SUBMITTALS: Section 01300.
- 1.02 DEFINITIONS: DEFINITIONS USED IN THIS PARAGRAPH ARE NOT INTENDED TO NEGATE THE MEANING OF OTHER TERMS USED IN THE CONTRACT DOCUMENTS, INCLUDING SUCH TERMS AS "SYSTEMS," "STRUCTURE," "FINISHES," "ACCESSORIES," "FURNISHINGS," "SPECIAL CONSTRUCTION," AND SIMILAR TERMS. SUCH TERMS ARE SELF-EXPLANATORY AND HAVE RECOGNIZED MEANINGS IN THE CONSTRUCTION INDUSTRY.
- A. PRODUCTS: Items purchased for incorporation in the Work, regardless of whether they were specifically purchased for the Project or taken from the previously purchased stock. The term "product" includes the terms "material," "equipment," "system," and other terms of similar intent.
- B. EQUIPMENT: A product with operational or non-operational parts, regardless of whether motorized, manually operated, or fixed. Equipment may require service connections such as wiring or piping.
- C. MATERIALS: Products that must be substantially cut, shaped, worked, mixed, finished, refined or otherwise fabricated, processed, or installed to form parts of Work.
- 1.03 QUALITY ASSURANCE:
- A. EQUIPMENT AND MATERIAL INCORPORATED INTO THE WORK: Provide products that comply with the requirements of the Contract Documents, undamaged, and unless otherwise indicated, unused at the time of installation. Provide products that are complete with all accessories, trim, finish, safety guards, and other devices and details needed for a complete installation and for the intended use and effect.
- B. STANDARD PRODUCTS: Where they are available and comply with Specifications, provide standard products of types that have been produced and used successfully in similar situations on other projects.
- C. CONTINUED AVAILABILITY: Where, because of the nature of its application, the City is likely to need replacement parts or additional amounts of a product at a later date, either for maintenance and repair or replacement, provide standard products for which the manufacturer has published assurances that the products and its parts are likely to be available to the City at a later date.

1. Conform to applicable Specifications, codes, standards, and regulatory agencies.
2. Comply with size, make, type, and quality specified, or as specifically approved in writing by the Engineer.
3. Manufactured and Fabricated Products:
 - a. Design, fabricate, and assemble in accordance with the best engineering and shop practices.
 - b. Manufacture like parts of duplicate units to standard sizes and gauges, to be interchangeable.
 - c. Equipment and Materials shall be suitable for service conditions intended.
 - d. Equipment capacities, sizes, and dimensions indicated or specified shall be adhered to unless variations are specifically approved in writing.
 - e. Provide labels and nameplates where required by regulatory agencies or to state identification and essential operating data.
 - f. Two or more items of the same kind shall be identical, supplied by the same manufacturer.
4. Do not use equipment and material for any purpose other than that for which it is designed or is specified.

D. SOURCE LIMITATIONS To the fullest extent possible, provide products of the same kind from a single source.

E. IDENTIFICATION: Each item of equipment shall have permanently affixed to it a label or tag with its equipment number designated in this contract. Marker shall be stainless steel and shall be located so as to be easily visible.

1.04 TRANSPORTATION AND SHIPMENT:

A. SHIPMENT PREPARATION: Contractor shall require manufacturers and suppliers to prepare Equipment and Materials for shipment in a manner to facilitate unloading and handling, and to protect against damage or unnecessary exposure in transit and storage, for contractor supplied equipment. Provisions for protection shall include the following:

- 1 Crates or other suitable packaging materials.
- 2 Covers and other means to prevent corrosion, moisture damage, mechanical injury, and accumulation of dirt in motors, electrical equipment, and machinery.
- 3 Suitable rust-preventive compound on exposed machined surfaces and unpainted iron and steel.
- 4 Grease packing or oil lubrication in all bearings and similar items.
- 5 Precast concrete components shall be transported, lifted and stored as specified by the precast supplier. Precast supplier shall provide written instructions to the Contractor as to the above. Contractor shall provide a copy to City.

B. MARKING: Each item of Equipment and Material shall be tagged or marked as identified in the delivery schedule or on Submittals. Complete packing lists and bills of material shall be included with each shipment. Each piece of every item need not be marked separately, provided that all pieces of each item are packed or bundled together and the packages or bundles are properly tagged or marked.

1.05 DELIVERY, STORAGE AND HANDLING:

A. DELIVERY:

1. Arrange deliveries of Equipment and Materials in accordance with construction schedules, in ample time to facilitate inspection prior to installation, and to avoid delay of the Work.
2. Deliver, store and handle Equipment and Materials in accordance with manufacturer's recommendations using means and methods that will prevent damage, deterioration, and loss, including theft.
3. Control delivery schedules to minimize long term storage at the site and to prevent overcrowding of construction spaces. In particular, coordinate delivery and installation to ensure minimum holding or storage times for items known or recognized to be flammable, hazardous, easily damaged, or sensitive to deterioration, theft, and other sources of loss.
4. Avoid conflict with Work of City or other contractors.
5. Deliver Equipment and Materials to the site in manufacturer's sealed containers or other packaging system with identifying labels and instructions for handling, storing, unpacking, protecting, and installing.
6. Mark deliveries of component parts of equipment to identify the equipment, to permit easy accumulation of parts, and to facilitate inspection and measurement of quantity or counting of units.
7. Immediately on delivery, inspect shipment to assure:
 - a. Product complies with requirements of Contract Documents and reviewed Submittals.
 - b. Quantities are correct.
 - c. Containers and packages are intact, labels are legible.
 - d. Equipment and Materials are properly protected and undamaged.

B. STORAGE:

1. Store Equipment and Materials immediately on delivery, and protect until completion of the Work. Store in accordance with manufacturer's instructions with seals and labels intact and legible.
2. Store Equipment and Materials in a manner that will not endanger the supporting construction.
3. Store Equipment and Materials that are subject to damage by elements in weather tight enclosures.
4. Maintain temperature and humidity within ranges required by manufacturer.
5. Protect motors, electrical equipment, plumbing fixtures, and machinery of all kinds against corrosion, moisture deteriorations, mechanical injury, and accumulation of dirt or other foreign matter.
6. Protect exposed-machined surfaces and unpainted iron and steel as necessary with suitable rust-preventive compounds.
7. Protect bearings and similar items with grease packing or oil lubrication.
8. Handle and store steel plate, sheet metal, and similar items in a manner to prevent deformation.

9. Exterior Storage:
 - a. Provide substantial platforms, blocking, or skids to support fabricated products aboveground; and to prevent soiling or staining. Cover products subject to discoloration or deterioration from exposure to the elements, with impervious sheet coverings. Provide adequate ventilation to avoid condensation.
 - b. Store loose granular materials on solid surface areas to prevent mixing with foreign matter.
 - c. Provide surface drainage to prevent flow or ponding of rainwater.
10. Equipment and Materials shall not show any pitting, rust, decay, or other deleterious effects of storage prior to final acceptance of Work.
11. Arrange storage in a manner to provide easy access for inspection. Make periodic inspections of stored products to assure that products are maintained under specified conditions, and free from damage or deterioration.

C. HANDLING:

- 1 Provide equipment and personnel necessary, to unload and handle Equipment and Materials, by methods to prevent damage or soiling to Equipment and Materials, or packaging.
- 2 Handle by methods to prevent bending or overstressing. Where lifting points are designated, lift components only at those points.
- 3 Provide additional protection to surrounding surfaces as necessary to prevent damage.

D. MAINTENANCE OF STORAGE:

- 1 Inspect stored Equipment and Materials on a scheduled basis.
- 2 Verify that storage facilities comply with manufacturer's product storage requirements, including environmental conditions continually maintained.
- 3 Verify that surfaces of products exposed to elements are not adversely affected; that any weathering of finishes is acceptable under requirements of Contract Documents.
- 4 For mechanical and electrical equipment in long-term storage, provide manufacturers service instructions to accompany each item, with notice of enclosed instructions on exterior of package. Service Equipment on a regularly scheduled basis.

E. PROTECTION AFTER INSTALLATION: Provide substantial coverings as necessary to protect installed Equipment and Materials from damage from subsequent construction operations. Remove when no longer needed or as specified.

1.06 EXISTING EQUIPMENT AND MATERIALS:

A. EQUIPMENT AND MATERIALS TO BE REUSED: For Equipment and Materials specifically indicated or specified to be reused in the Work, use special care in removal, handling, storage, and reinstallation to assure proper function in the completed Work. Arrange for transportation, storage and handling of products which require off site storage, restoration, or renovation and pay all costs for such Work. Contractor may at his option, furnish and install new items in lieu of those specified to be reused. Remove, relocate and reinstall the following Equipment and Materials:

1. Traffic signs and posts.

B. EQUIPMENT AND MATERIALS NOT TO BE REUSED: The following Equipment and Materials to be removed shall remain City's property and are not to be reused in the Work. Remove from its location, prepare for handling and storage, and deliver to City.

1. As indicated on the Drawings.

C. Equipment and Materials designated to be removed but not reused or delivered to City, shall become the property of the Contractor and shall be removed from the site.

PART 2 -PRODUCTS

2.01 PRODUCTS AND MANUFACTURERS:

A. Specified in each applicable Section of Specifications, construction plans and the City's Approved Materials List (AML.)

2.02 PRODUCT SELECTION AND SUBSTITUTIONS:

A. Specified in Instructions to Bidders and General Conditions.

PART 3 -EXECUTION

3.01 MANUFACTURERS INSTRUCTIONS:

A. INSTALLATION:

1 When Contract Documents require that installation of work shall comply with manufacturer's printed instructions, obtain and distribute copies of such instructions if not a part of Submittals, containers, or packaging to parties involved in the installation, including a copy to the City.

2 Maintain one complete set of instructions at the job site during installation and until completion.

3 Handle, install, connect, clean, condition, and adjust products in accordance with such instructions and in conformance with specified requirements. Should job conditions or specified requirements conflict with manufacturer's instructions, consult with Engineer for further instructions.

4 Do not omit any preparatory step or installation procedure unless specifically modified or exempted by Contract Documents, or approved in writing by manufacturer and the City.

5 Accurately locate and align with other Work, and anchor Equipment and Materials securely in place except as required for proper movement and performance.

6 Clean and protect exposed surfaces as necessary to ensure freedom from damage and deterioration at time of acceptance.

END OF SECTION

SECTION 01610

DELIVERY, STORAGE AND HANDLING

PART 1 -GENERAL

1.01 GENERAL:

- A. This Section specifies the general requirements for the delivery, handling, storage and protection for all items required in the construction of the work. Specific requirements, if any, are specified with the related item.

1.02 TRANSPORTATION AND DELIVERY:

- A. Transport and handle items in accordance with manufacturer's instructions.
- B. Schedule delivery to reduce long-term on-site storage prior to installation and/or operation. Under no circumstances shall equipment be delivered to the site more than one month prior to installation without written authorization from the Engineer.
- C. Coordinate delivery with installation to ensure minimum holding time for items that are hazardous, flammable, easily damaged or sensitive to deterioration.
- D. Deliver products to the site in manufacturer's original sealed containers or other packing systems, complete with instructions for handling, storing, unpacking, protecting and installing.
- E. All items delivered to the site shall be unloaded and placed in a manner which will not hamper the Contractor's normal construction operation or those of subcontractors and other contractors and will not interfere with the flow of necessary traffic.
- F. Provide necessary equipment and personnel to unload all items delivered to the site.
- G. Promptly inspect shipment to assure that products comply with requirements, quantities are correct, and items are undamaged. For items furnished by others (i.e. Owner, other Contractors), perform inspection in the presence of the Engineer or Engineer's representative. Notify Engineer verbally, and in writing, of any problems.

1.03 STORAGE AND PROTECTION:

- A. Store and protect products in accordance with the manufacturer's instructions, with seals and labels intact and legible. Storage instruction shall be studied by the Contractor and reviewed with the engineer by him. Instruction shall be carefully followed and a written record of this kept by the Contractor. Arrange storage to permit access for inspection.
- B. Store loose granular materials on solid flat surface in a well-drained area. Prevent mixing with foreign matter.
- C. Cement and lime shall be stored under a roof and off the ground and shall be kept completely dry at all times. All structural, miscellaneous and reinforcing steel shall be stored off the ground or otherwise to prevent accumulation of dirt or grease, and in a position to prevent accumulations of standing water and to minimize rusting. Beams shall be stored with the webs vertical. Pre-cast concrete shall be handled and stored in a manner to prevent accumulations of dirt, standing water, staining, chipping or cracking. Brick, block and similar masonry products shall be handled and stored in a manner to reduce breakage, cracking and spalling to a minimum.

PART 2 -PRODUCTS – Not used.

PART 3 -EXECUTION – Not used.

END OF SECTION

SECTION 01640

PRODUCTS AND SUBSTITUTIONS

PART 1 -GENERAL

1.01 PRODUCTS' LIST:

- A. Within 10 days after commencement date of Contract, submit to Engineer two copies of a complete list of all products proposed to be used, with name of the manufacturer and the installing subcontractor. Tabulate list by each specification section.
- B. For products specified under reference standards, include with listing of each product:
 - 1. Name and address of manufacturer.
 - 2. Trade name.
 - 3. Model or catalog designation.
 - 4. Manufacturer's data:
 - a. Performance and test data.
 - b. Reference standards.
- C. Contractor's Option: For products specified only by reference standards, select any product meeting that standard. For products specified by naming several products or manufacturers, select any one of the products or manufacturers names, which complies with the specifications.

1.02 SUBSTITUTIONS:

- A. For a period of 10 days after commencement date of Contract, Engineer may consider written requests from Contractor for substitution of approved products.
- B. Conditions: Refer to Supplementary Conditions. Requests by Contractor will be considered when reasonable, timely, fully documented and qualifying under one or more of the following circumstances:
 - 1 Related to an "or equal" or similar provision in contract documents.
 - 2 Required product cannot be supplied in time for compliance with Contract Time Requirements.
 - 3 Required product is not acceptable to governing authority, or determined to be non-compatible, or cannot be properly coordinated, warranted or insured or has other recognized disability as certified by Contractor.
 - 4 Substantial advantage is offered Owner after deducting offsetting disadvantages including delays, additional compensation to Engineer for redesign, investigation, evaluation and other necessary services and similar considerations.
- C. Submit a separate request for each product, three copies of each submittal, to include the following:
 - 1. Complete data substantiating compliance of proposed substitution with Contract Documents.

- a. Product identification, including manufacturer name and address.
 - b. Manufacturer's literature including product description, performance and test data and reference standards.
 - c. Samples where appropriate and/or requested.
 - d. Name and address of two similar projects on which product was used successfully in a similar application.
 - e. Detailed description of proposed construction method.
 - f. Drawings illustrating construction method.
- 1 Itemized comparison of proposed substitution with product or method specified.
 - 2 Date relating to changes in construction schedule; any change in the contract time; effect on other trades.
 - 3 Accurate cost data on proposed substitution in comparison with product or method specified, including a proposal of the net change in the contract sum.

D. The Engineer will be the sole judge of the acceptability of the proposed substitution.

E. In making request for substitution Contractor represents:

- 1 He has personally investigated proposed product or method, and determined that it is equal or superior in all respects to that specified.
- 2 He will provide the same warranties, guarantees or bonds for the substitution as for the product or method specified herein.
- 3 He will coordinate the installation of an accepted substitution into the Work, and make such other changes as may be required to make the Work complete in all respects.
- 4 He waives the right to claims for additional costs related to the substitution which may subsequently become apparent and waives all rights to additional payment and time which may subsequently be necessitated, by failure of the substitution to perform as specified, and for the required Work to make corrections thereof.
- 5 Cost data is complete and includes all related costs under his contract.

F. Substitutions will not be considered if:

- 1 They are indicated or implied on shop drawings or project data submittals without formal request submitted in accordance with the Contract Documents.
- 2 Acceptance will require revision of the Contract Documents.

G. After date bids are reviewed, approval of substitutions shall be governed by change order procedure.

1.03 PROCEDURAL REQUIREMENTS:

- A. General Limitations: Where possible, provide entire required quantity of each generic product, material or equipment from a single source; and, where not possible to do so, match separate products as closely as possible. To extend selection process is under Contractor's control, provide compatible products, materials and equipment. Where available and complying with requirements, provide standard products which have been used previously and successfully in similar applications, and which are recommended by manufacturers for applications indicated.

PART 2 -PRODUCTS – Not used. **PART 3 -EXECUTION** – Not used.

END OF SECTION

SECTION 01700

PROJECT CLOSEOUT

PART 1 -GENERAL

1.01 REQUIREMENTS INCLUDED:

- A. Closeout procedures, final cleaning, project record documents, system demonstration, warranties and bonds.
- B. Closeout includes the general requirements near the end of the Contract Time in preparation for final acceptance, final payment, normal termination of the Contract, beneficial use by the Owner, and similar actions evidencing completion of the Work.

1.02 RELATED REQUIREMENTS:

- A. Section 01010: Summary of Work.
- B. Section 01050: Field Engineering.
- C. Section 01500: Construction Considerations.

1.03 CLOSEOUT PROCEDURES:

- A. Comply with procedures stated in the General Conditions and Supplemental General Conditions of the Contract Documents for issuance of the Certificate of Substantial Completion and the Certificate of Final Completion.
- B. When the Contractor considers that the Work has reached final completion, submit written certification that the Contract Documents have been reviewed, the Work has been thoroughly inspected, and that the Work is considered to be completed in accordance with the Contract Documents and is ready for inspection by the Engineer.
- C. In addition to submittals required by the conditions of the Contract, provide all other submittals required by the Owner, other governing authorities or regulatory agencies, and submit to the Engineer a final statement of accounting giving the total adjusted Contract Sum, previous payments, and the sum remaining due.
- D. The Engineer will issue a final change order reflecting approved adjustments to the Contract Sum not previously made by Change Order.

1.04 SUBSTANTIAL COMPLETION:

- A. When the Contractor considers the Work to be substantially complete, the Contractor will submit to the Engineer, or the Owner, as applicable:
 - 1 A written notice that the Work, or a designated portion thereof, is substantially complete.
 - 2 Special guarantees, warranties, workmanship bonds, maintenance agreements and similar documents.
 - 3 Occupancy permits, operating certificates, test certificates and similar releases enabling the Owner's full and unrestricted use of the work and access to services and utilities.
 - 4 Record drawings, maintenance manuals, project photographs, property survey and similar record information.
 - 5 Tools, spare parts, extra stocks of materials and similar physical items to the Owner.

- 6 Certification that all site temporary facilities and services, along with construction equipment, mock-ups and similar elements have been removed from the site and that all repairs, touch-ups and restorations of marred exposed finishes have been completed.

B. Within a reasonable time after receipt of such notice, the Engineer will make an inspection to determine the status of completion.

C. Should the Engineer determine that the Work is not substantially complete:

- 1 The Engineer will promptly notify the Contractor in writing, giving the reasons therefore.
- 2 The Contractor will remedy the deficiencies in the Work, and send a second written notice of substantial completion to the Engineer.
- 3 The Engineer will then re-inspect the Work.

D. When the Engineer finds that the Work is substantially complete, it will:

- 1 Prepare and deliver to the Owner a tentative Certificate of Substantial Completion, with a tentative list of items to be completed or corrected before final payment.
- 2 After consideration of any objections made by the Owner as provided in the General Conditions, and when the Engineer considers the Work substantially complete, it will execute and deliver to the Owner and the Contractor a definite Certificate of Substantial Completion with a revised tentative list of items to be completed or corrected.

1.05 FINAL SUBMITTALS

A. The following submittals, as applicable, are required prior to finalizing the Contract:

- 1 Final shop drawings (N/A)
- 2 Record drawings

B. All guarantees, bonds, certifications, licenses, and affidavits required for work and equipment must be filed with the Engineer.

1.06 RELEASE OF LIENS OR CLAIMS:

A. Satisfactory evidence of release or waiver of all liens or claims must be submitted to the Owner prior to finalizing the Contract.

1.07 FINAL INSPECTION:

A. When the Contractor considers the Work complete, it will submit written certification that:

- 1 The Contract Documents have been reviewed.
- 2 The Work has been inspected for compliance with the Contract Documents.
- 3 The Work has been completed in accordance with the Contract Documents.
- 4 The Work is in every way completed and ready for final inspection.

- B. The Engineer will make an inspection to verify the status of completion with reasonable promptness after receipt of such certification.
- C. Should the Engineer consider that the Work is incomplete or defective:
 - 1 The Engineer will promptly notify the Contractor in writing, listing the incomplete or defective work.
 - 2 The Contractor will take immediate steps to remedy the stated deficiencies, and send a second written certification to the Engineer that the Work is complete.
 - 3 The Engineer will re-inspect the work.
 - 4 When the Engineer finds that the Work is acceptable under the Contract Documents, it shall request the Contractor to make close-out submittals.

1.08 RE-INSPECTION FEES:

- A. Should the Engineer perform re-inspections due to the failure of the Work to comply with the claims of status of completion made by the Contractor:
 - 1 The Contractor will compensate the Engineer for such additional services.
 - 2 The Owner will deduct the costs of such additional compensation from the final payment to the Contractor.

1.09 CONTRACTOR'S CLOSE-OUT SUBMITTALS TO THE ENGINEER:

- A. Project record drawings.
 - 1 Record documentation of work on private properties
 - 2 Statement of Satisfaction from Property Owner of each and all private properties
- B. For work performed on private properties:
 - 1 Record documentation of work for each and all private properties
 - 2 Statement of Satisfaction from Property Owner of each and all private properties
- C. Contractor's affidavit of payment of debts and claims:
 - 1. Contractor's release or waiver of liens.
- D. Separate releases or waivers of liens for subcontractors, suppliers and others that have filed lien rights against property of the Owner in accordance with Section 713.06 Florida Statutes, together with a list of those parties.
- E. Final payment request with Consent of Surety for Final Payment and the Contractor's Certification of Final Completion.
- F. Certified copy of the Engineer's final punch-list of itemized work to be completed or corrected, stating that each item has been completed or otherwise resolved for acceptance.

1.10 FINAL ADJUSTMENT OF ACCOUNTS:

- A. Submit a final statement of accounting to the Engineer. The statement will reflect all approved adjustments to the Contract Sum, including:
 - 1. The original Contract Sum.
 - 2. Additions and deductions resulting from:
 - a. Approved Change Orders.
 - b. Allowances.
 - c. Unit Prices.
 - d. Deductions for uncorrected Work.
 - e. Deductions for liquidated damages.
 - f. Deductions for re-inspection payments.
 - g. Deductions for re-testing due to failed tests.
 - h. Other adjustments.
 - 3. Total Contract Sum, as adjusted.
 - 4. Previous payments.
 - 5. Sum remaining due.
- B. The Engineer will prepare a final Change Order, reflecting approved adjustments to the Contract Sum which were not previously made by Change Order.

1.11 FINAL CLEANING:

- A. Perform prior to final inspection.
- B. Clean the site, sweep paved areas, rake clean other surfaces.
- C. Remove waste and surplus materials, rubbish and construction facilities from the project site and dispose of in a lawful manner.
- D. Remove stains, petrochemical spills and other foreign deposits.
- E. Except as otherwise indicated or requested by the Owner, remove temporary protection devices and facilities installed during the course of the Work to protect previously completed Work during the remainder of the construction period.
- F. Comply with safety standards and governing regulations for cleaning operations. Do not burn waste materials at the site or bury debris or excess materials, or discharge volatile or other harmful or dangerous materials into the environment.
- G. Where extra materials of value remain after completion of the Work, dispose of or store such materials for use by the Owner as indicated in these Specifications.

1.12 PROJECT RECORD DOCUMENTS:

- A. Conform to Section 01720 Record Drawings.

1.13 WARRANTIES AND BONDS:

- A. Provide duplicate, signed, notarized originals. Execute Contractor's submittals and assemble documents executed by subcontractors, suppliers and manufacturers. Provide table of contents and assemble in binder with durable plastic cover.
- B. Submit material prior to final application for payment. For equipment put into use with Owner's permission during construction, submit within 10 days after first operation. For items of Work delayed materially beyond the date of Substantial Completion, provide updated submittals within 10 days after acceptance, listing the date of acceptance as the start of the warranty period.

1.14 FINAL APPLICATION FOR PAYMENT:

- A. The Contractor will submit the Final Application for Payment in accordance with the procedures and requirements stated in the General Conditions.

1.15 FINAL CERTIFICATE FOR PAYMENT:

- A. The Engineer will process the Final Application for Payment in accordance with the provisions of the General Conditions.

1.16 POST-CONSTRUCTION INSPECTION:

- A. Prior to expiration of one year from the date of Substantial Completion, the Engineer will make a visual inspection of the Project in company with the Owner and the Contractor to determine whether correction of Work is required, in accordance with the provisions of the General Conditions.
- B. The Engineer will promptly notify the Contractor, in writing, of any observed defects or deficiencies in the work.
- C. The Contractor shall immediately undertake all work required to remedy defects and repair the work to the satisfaction of the Engineer and the Owner.

PART 2 -PRODUCTS

2.01 ACCESSORIES:

- A. Furnish to the Owner, upon acceptance of equipment, all accessories required to place each item of equipment in full operation.
- B. Accessory items include, but are not limited to, adequate oil and grease as required for first lubrication of equipment (after field testing), light bulbs, fuses, hydrant wrenches, valve keys, handwheels, chain operators, special tools, and other items as required for initial operation.

PART 3 -EXECUTION – Not used.

END OF SECTION

SECTION 02050

DEMOLITION AND RENOVATION

PART 1 -GENERAL

1.01 SCOPE OF WORK:

- A. Furnish all labor, materials, equipment, and incidentals required for demolition, renovation, removal and disposal work as shown on the Contract Drawings and as specified herein.
- B. Included, but not limited to, are demolition and removals of existing materials, equipment, or work necessary to install the new work as shown on the Contract Drawings and as specified herein. Demolition includes structural concrete, foundations, walls, doors, windows, structural steel, metals, roofs, masonry, attachments, appurtenances, piping, electrical and mechanical equipment, paving, curbs, walks, fencing, and other existing facilities.
- C. Demolitions and removals which may be specified under other Sections shall conform to the requirements of this Section.
- D. Where applicable, these specifications call attention to certain activities necessary to maintain and facilitate continuous operation of existing facilities during and immediately following construction and do not necessarily cover all of the required activities. The CONTRACTOR shall exercise due concern for existing facilities operation and shall direct all his activities toward maintaining continuous operation and minimization of operation.

1.02 SUBMITTALS:

- A. Submit to the ENGINEER as per Section 01300 for approval, three copies of proposed schedule of intended operations for demolition of any existing facilities prior to the start of work. Include in the schedule the coordination of shutoff, capping and continuation of utility services as required.
- B. Provide a detailed sequence of demolition and removal work to ensure the uninterrupted operation of the Owner's facilities.
- C. Before the start of demolition work, all modifications necessary to bypass the affected structure will be completed. Actual work will not begin until the ENGINEER has inspected, reviewed, and authorized the start of the demolition work, in writing.
- D. The above procedure must be followed for each individual demolition operation.

1.03 CONDITION OF STRUCTURES:

- A. The OWNER and the ENGINEER assume no responsibility for the actual condition of any structures to be demolished or modified.
- B. Conditions existing at the time of inspection for bidding purposes will be maintained by the OWNER insofar as practicable. However, variations within a structure may occur prior to the start of demolition work.

1.04 RULES AND REGULATIONS:

- A. The CONTRACTOR shall determine the applicability and file notifications to the appropriate agencies with regard to demolition work that requires clearances for asbestos containing material (ACMs) handling or any other materials requiring special management. It should be noted that, in any demolition event, notifications must be filed in accordance with the National Emission Standards for Hazardous Air Pollutants (NESHAPS) as described in 40 CFR Part 61, Subpart M and Chapter 62-204 of the Florida Administrative Code (FAC).
- B. No building or structure, or any part thereof, shall be demolished until an application has been filed by the CONTRACTOR with the appropriate Building Department and a permit issued. Any fee for this permit shall be the CONTRACTOR'S responsibility.

1.05 DISPOSAL OF MATERIAL:

- A. Where directed by the ENGINEER, salvageable material and equipment shall become the property of the OWNER. The CONTRACTOR shall dismantle all such items to a size that can be readily handled, clean and store on or adjacent to the site in a protected place specified by the ENGINEER, or loaded onto trucks provided by the CONTRACTOR.
- B. The OWNER will select the material and items of equipment that shall remain the property of the OWNER and which shall be stored where directed.
- C. Materials and items of equipment not selected for retention by the OWNER shall become the CONTRACTOR'S property and must be removed from the site and properly disposed of.
- D. Concrete, concrete block and excess bricks shall be disposed of as specified below.
- E. The storage or sale of removed items will not be allowed on the site.

1.06 TRAFFIC AND ACCESS:

- A. Conduct demolition and the removal of equipment and debris to ensure minimum interference with occupied or used facilities.
- B. Special attention is directed towards maintaining safe and convenient access to any existing facilities by personnel and vehicles.
- C. Do not close or obstruct accesses to used facilities without permission from the ENGINEER. Provide alternate routes around closed or obstructed access ways.

1.07 PROTECTION:

- A. Conduct operations to minimize damage by falling debris or other causes to adjacent facilities. Provide interior and exterior shoring, bracing, or support to prevent the movement, settlement or collapse of structures to be demolished and adjacent facilities to remain.
- B. Exercise precautions for fire prevention. Acceptable fire extinguishing apparatus shall be available at all times in areas where demolition work is being performed using burning torches. Burning of demolition debris shall not be permitted on or near the site.

1.08 DAMAGE:

- A. Promptly repair damage caused to adjacent facilities by demolition operations as directed by the ENGINEER and at no cost to the OWNER. Repairs shall be made to a condition equal or better than that which existed prior to construction.

1.09 UTILITIES:

- A. Maintain existing utilities in service and protect against damage during demolition operations.
- B. Do not interrupt existing utilities serving occupied or used facilities, except when authorized by the ENGINEER. Provide temporary services acceptable to the ENGINEER during interruptions to existing utilities.
- C. The CONTRACTOR shall assist the OWNER in shutting off utilities required for the performance of demolition operations.
- D. The CONTRACTOR shall be solely responsible for making all necessary arrangements and for performing any necessary work involved in connection with the discontinuance or interruption of all utilities or services under the jurisdiction of the public and private utility companies.
- E. All utilities being abandoned shall be disconnected and terminated at the service mains in conformance with the requirements of the utility companies or the municipality owning or controlling them.

1.10 REMOVAL OF EXISTING PROCESS EQUIPMENT, PIPING AND APPURTENANCES:

- A. Subject to the constraints of maintaining the existing facilities in operation and prior to demolition, existing process equipment, non-buried valving, piping and appurtenances not necessary for the operation of the new facilities shall be removed.
- B. All equipment, piping and appurtenances shall be cleaned, flushed and drained. Equipment to be retained by the OWNER, as previously specified, shall be dismantled sufficiently and thoroughly cleaned and drained. All valves shall be left open. All discontinued piping shall be capped and sleeves and openings remaining after removal of the existing equipment, piping, and appurtenances shall be plugged and sealed as shown on the Drawings and as directed by the ENGINEER.

1.11 DEMOLITION:

- A. Demolition shall be performed to the limits shown on the Drawings or, if items to be demolished extend below or beyond said limits, then demolition shall be performed at no additional cost to the owner so as to satisfactorily achieve the intent of the drawings and specifications.
- B. Wet down work during demolition operations to prevent dust from arising. Provide protection from inclement weather for materials, equipment, and personnel located in partially dismantled structures.
- C. Existing, below grade slabs to be abandoned but not demolished shall have holes cut to allow for positive drainage and the prevention of flotation.

- D. Remove all existing work as indicated on the Drawings or as required and prepare adjoining areas for installation of the proposed work or for blocking up and filling in of existing openings.
- E. All demolition debris shall become the property of the CONTRACTOR and shall be removed from the site and disposed off the site in conformance with all applicable laws and regulations. Demolition debris shall not be used for fill or backfill.
- F. Blasting or the use of explosives will not be allowed for demolition work.
- G. CONTRACTOR shall remove from the site all debris resulting from the demolition operations as it accumulates. Upon completion of the work, all materials, equipment, waste and debris of every sort shall be removed and the premises shall be left clean, neat and orderly.

1.12 MISCELLANEOUS CONCRETE SLABS AND SIDEWALKS:

- A. Remove miscellaneous concrete slabs and sidewalks where shown on the Drawings or where necessary for the construction of new structures or modifications of existing structures. All concrete sidewalks and curbing not required after the new work is constructed shall be removed and disposed of as specified hereinbefore.

PART 2 -PRODUCTS -Not Used.

PART 3 -EXECUTION -Not Used.

END OF SECTION

SECTION 02100

CLEARING AND GRUBBING

PART 1 -GENERAL

1.01 SCOPE OF WORK:

- A. Work under this section of the specifications includes clearing and grubbing as necessary for the construction and the disposal of materials and debris resulting from the clearing and grubbing operations, and the replacement of ornamentals damaged on or removed from abutting property. The Contractor is expected to visit the site of the work and determine for himself from visual inspection the extent of clearing and grubbing that is necessary for his operations.

1.02 DOT STANDARD SPECIFICATIONS:

- A. Unless otherwise specified herein, all work under this section shall conform with Florida DOT Standard Specifications, Section 110 -Clearing and Grubbing.

1.03 CLEARING:

- A. Clear and remove obstructions within the City's right-of-way only as required to provide adequate work space to accomplish the specified construction. Clearing consists of the removal of all trees, living or dead, stumps, down timber, brush, rubbish and all other objectionable debris from the area to be cleared unless indicated otherwise. The removal of trees or permanent structures within the aforementioned areas will be done only as indicated on drawings. Should the removal of valuable trees or shrubs be required, this work is to be done in cooperation with the City in order that they may be replanted, if so desired. Protect other trees and shrubs which are to remain from damage during the construction period.

1.04 GRUBBING:

- A. Grubbing will be performed where required, including, but not limited to, areas where fill will be placed, structures erected, or where other installations are required. It shall include the complete removal of all obstructions resting on or protruding from the surface of the existing ground to a depth of eighteen inches (18") below finished grade or surface of ground. Holes caused by grubbing operations shall be filled to the level of adjacent ground. Where excavation is done, all stumps, roots and deleterious material thereby exposed must be removed to a depth of eighteen inches (18") minimum below the excavated surface.

1.05 PRIVATE PROPERTY:

- A. Where working room is restricted, the contractor must provide protection for privately owned trees, shrubs, and structures bordering the right-of-way. The contractor shall take full responsibility for any damage done to private property.

1.06 DAMAGES:

- A. The contractor shall replace with plants of a like size and type in growing conditions, all grass, shrubbery, plants and other ornamental plants or planting on abutting private property which he removed or damaged due to his construction operations.

PART 2 -PRODUCTS -Not Used.

PART 3 -EXECUTION -Not Used.

END OF SECTION

SECTION 02211

SITE GRADING

PART 1 -GENERAL

1.01 WORK INCLUDED

- A. Remove topsoil and stockpile on site for later use.
- B. Excavate sub-soil and reform to grades, contours and levels.
- C. Excavate or fill for roadways, walks, curbs, gutters, parking areas, landscaped areas and as shown on the Drawings.

1.02 RELATED WORK

- A. Section 02100: Clearing and Grubbing.
- B. Section 02225: Trenching, Backfilling and Compacting.
- C. Section 02260: Finish Grading.
- D. Section 02510: Asphaltic Concrete Paving.

1.03 EXISTING CONDITIONS

- A. Known underground, surface and aerial utility lines, and buried objects are based on best available data and indicated on the Drawings. Contractor shall verify all locations.

1.04 PROTECTION

- A. Protect trees, shrubs and lawns and other features remaining as part of final landscaping.
- B. Protect bench marks, and existing structures, fences, roads, sidewalks, paving and curbs against damage from equipment and vehicular traffic.
- C. Protect aerial, surface, or underground utility lines or appurtenances which are to remain.
- D. Repair any damage, at no cost to Owner.

PART 2 -PRODUCTS

2.01 MATERIALS

- A. Excavated fill material: Soil free from roots, rocks larger than 3-inches, and building debris.
- B. Additional fill material: Shall be approved by the Engineer.

PART 3 -EXECUTION

3.01 PREPARATION

- A. Establish and identify required lines, levels, contours and datum.
- B. Maintain bench marks, monuments, and other reference points. Re-establish if disturbed or destroyed, at no cost to Owner.
- C. Before start of grading, establish the location and extent of utilities in the work areas. Notify utilities to remove and relocate lines which are in the way of construction.
- D. Maintain, protect, reroute or extend as required existing utilities to remain which pass through the work area.

3.02 REMOVAL OF TOPSOIL

- A. Topsoil of horticultural value shall be stripped from areas of construction under this contract and stockpiled in area designated by Engineer. Said material shall be stockpiled separately from fill material.
- B. Do not permit topsoil to be mixed with subsoil
- C. Do not strip topsoil when wet.
- D. Do not drive heavy equipment over stockpiled topsoil.

3.03 ROUGH GRADING

- A. Rough grade site to required levels, profiles, contours and elevations ready for finish grading and surface treatment. Maintain the following:
 - 1 Sodded areas: 4 1/2 inches below finished grade elevation.
 - 2 Seeded areas: 6 inches below finished grade.
 - 3 Paved areas: 18 inches below finished grade elevations.
 - 4 Shrub beds: 24 inches below finished grade elevations.
 - 5 Flower beds: 18 inches below finished grade elevations.
 - 6 Concrete sidewalks: 8 inches below finished grade elevations.
- B. Prior to placing fill material over undisturbed subsoil, scarify surface to depth of 6 inches.

3.04 SURPLUS MATERIAL

- A. Remove surplus materials from site.
- B. Dispose of surplus material at no cost to Owner.

END OF SECTION

SECTION 02260

FINISH GRADING

PART 1 -GENERAL

1.01 WORK INCLUDED

- A. The Contractor shall, under this Section, supply, place, compact and roll finish grade materials prior to landscaping work.
- B. Finish grade sub-soil.
- C. Cut out areas to receive stabilizing base course materials for paving and sidewalks.
- D. Place, finish grade and compact topsoil.

1.02 RELATED WORK

- A. Section 02211: Site Grading.
- B. Section 02225: Excavation, Backfill and Compaction.
- C. Section 02934: Sodding.

1.03 PROTECTION

- A. The Contractor shall prevent damage to existing fencing, trees, landscaping, natural features, bench marks, pavement, utility lines, and sprinkler system. Correct damage at no cost to the Owner.

PART 2 -PRODUCTS

2.01 MATERIALS

- A. Topsoil shall be friable loam free from subsoil, roots, grass, excessive amount of weeds, stones and foreign matter; acidity range (ph) of 5.5 to 7.5; containing a minimum of 4 percent and a maximum of 25 percent organic matter. (Use topsoil stockpiled on site if conforming to these requirements, or as directed by the Engineer.)

PART 3 -EXECUTION

3.01 SUB-SOIL PREPARATION

- A. Rough grade sub-soil systematically to allow for a maximum amount of natural settlement and compaction. Eliminate uneven areas and low spots. Remove debris, roots, branches, stones, etc., in excess of 2 inches in size. Remove sub-soil which has been contaminated with petroleum products.

- B. Cut out areas, to sub-grade elevation, which are to receive stabilizing base for paving and sidewalks.
- C. Bring sub-soil to required levels, profiles and contours. Make changes in grade gradual. Blend slopes in to level areas.
- D. Slope grade away from building minimum 4 inches in 10 feet (unless indicated otherwise on Drawings).

3.02 PLACING TOPSOIL

- A. Place topsoil in area where seeding, sodding and planting is to be performed. Place to the following minimum depths, up to finished grade elevations:
 - 1 6-inches for seeded areas.
 - 2 4 1/2-inches for sodded areas.
 - 3 24-inches for shrub beds.
 - 4 18-inches for flower beds.
- B. Use topsoil in relatively dry state. Place during dry weather.
- C. Fine grade topsoil eliminating rough and low areas to ensure positive drainage. Maintain levels, profiles and contours of sub-grades.
- D. Remove stones, roots, grass, weeds, debris and other foreign material while spreading.
- E. Manually spread topsoil around trees, plants, buildings and other structures to prevent damage which may be caused by grading equipment.
- F. Lightly compact placed topsoil.

3.03 SURPLUS MATERIAL

- A. Remove surplus sub-soil and topsoil from site.

PART 4 -LEAVE STOCKPILE AREAS AND ENTIRE JOB SITE CLEAN AND RAKED, READY TO RECEIVE LANDSCAPING.

END OF SECTION

SECTION 02444

CHAIN LINK FENCE

PART 1 -GENERAL

1.01 SCOPE OF WORK:

- A. Furnish all labor, materials, equipment and such miscellaneous items as necessary for complete installation of chain link fence system. Fencing to be installed according to manufacturer's specifications unless otherwise indicated and specified herein.
- B. Contractor's security fencing is at his option and not specified herein.

1.02 RELATED WORK:

- A. Concrete: Section 03000
- B. Finish Grading: Section 02260

1.03 QUALITY ASSURANCE:

- A. Standards of Manufacture shall comply with the standards of the Chain Link Fence Manufacturer's Institute, Federal Specification R-F-191K and ASTM F 668 Class 2B, and as specified herein.
- B. The height shall be the overall dimension from the ends of the knuckles. Fabrics shall be woven in one continuous piece in standard specified height, to a tolerance of plus or minus 1".
- C. Provide each type of steel fence and gates as a complete unit produced by a single manufacturer, including necessary erection accessories, fittings and fastenings.
- D. Acceptable Manufacturers:
 - 1 Anchor Fence, Inc.
 - 2 Cyclone Fence
 - 3 Security Fence Manufacturing & Supply Company
 - 4 Or approved equal.
- E. Erector Qualifications: Minimum 2 years experience installing similar fencing.

1.04 SUBMITTALS:

- A. Product Data: Steel Fences and Gates
 - 1. Submit copies of manufacturer's technical data, in details of fabrication, and installation instructions and procedures for steel fences and gates. Submit to Engineer in conformance with all requirements of Section 01300.
- B. Samples:

1. Submit sample approximately 6" long, or 6" square of fabric material, framework members and typical accessories.
- C. Certificates:
1. Manufacturer's certification that materials meet specification requirements.

PART 2 -PRODUCTS

2.01 GENERAL:

- A. Pipe sizes indicated are commercial pipe sizes.
- B. All fence components are galvanically compatible.

2.02 FABRIC:

- A. The fabric shall be steel chain link, including "knuckled tips" (top and bottom.) Fabric shall be furnished in accordance with ASTM A-392 and manufactured with a 9 gauge core wire which has been coated with zinc in accordance with ASTM A-641 in the minimum application of 0.3 oz. per sq. ft. The galvanized wire shall then be mechanically cleaned and chemically treated to produce a molecular bond or thermal fusing between the galvanized core and the thermoplastic coating. The minimum thickness of the coating shall be 7 mils (applied by the fluidized bed process). The breaking strength shall be 1290 lbs, minimum. Contractor may salvage and reuse existing fence fabric.

2.03 POST, RAILS, BRACES, AND TENSION WIRES:

- A. All materials shall be hot dipped galvanized.
- B. All sizes shall be as specified on the plans.
- C. Posts: Line post and terminal post shall be galvanized steel per ASTM F1043.
- D. Top rail and brace rail shall be 1 5/8 o.d. galvanized steel per ASTM F1043.
- E. Post Tops: Post tops shall be galvanized pressed steel and wrought iron, or malleable iron of SG70A (or equivalent) of ASTM F626 (Fence Fittings), designed as a weathertight closure cap (for tubular posts). Furnish one cap for each post.
- F. Stretcher Bars: Stretcher bars shall be one piece lengths equal to full height of fabric, with a minimum cross-section of 3/16" x 3/4" per ASTM F626. Provide one stretcher bar for each gate and end post, and 2 for each corner and pull post.
- G. Stretcher Bar Bands: Stretcher bar band shall be wrought iron, or malleable iron per ASTM F626, spaced not over 15" o.c to secure stretcher bars to end, corner, pull, and gate posts.
- H. Tension Wires: 7 gauge galvanized steel tension wire shall be provided along the bottom of the fence per ASTM F626. The fabric shall be attached to the tension wire at 24" intervals with galvanized steel hog rings per ASTM F626.

GATES:

- I. Gates and gate posts to be galvanized steel to match the fence. Swing gates shall be manufactured per ASTM F900.
- J. Gate Posts: 4.00 inch outside diameter steel pipe (4" nominal O.D.) Sch. 40 per ASTM F1083.
- K. Gate Hardware: Center gate stop and drop rod; mechanical keepers; two 180 degree gate hinges per leaf and hardware for padlock to remain at completion of project.
- L. Brace each gate and corner post back to adjacent line post with horizontal center brace rail and diagonal truss rods. Install brace rail, one bay from end and gate leaves.
- M. Install center and bottom brace rail on corner and gate leaves.
- N. Install gates with fabric to match fence. Install two hinges per leaf, latch, catches, drop bolt retainer and locking clamp.
- O. Provide concrete center drop to foundation depth and drop rod retainers at center of double gate openings.

2.04 MISCELLANEOUS MATERIALS AND ACCESSORIES:

- A. Wire Ties per ASTM F626. For tying fabric to line posts, use 9 gauge wire ties spaced 12" o.c. For tying fabric to rails and braces, use 9 gauge wire ties spaced 24" o.c. For tying fabric to tension wire, use 11 gauge hog rings spaced 24" o.c. Finish of ties to match fabric finish.
- B. Concrete: Provide concrete consisting of portland cement complying with ASTM C 150 and Section 03000, aggregates complying with ASTM C 33, and clean water. Mix materials to obtain concrete with a minimum 28-day compressive strength of 3000 psi, 1" maximum size aggregate, maximum 3" slump, and 2% to 4% entrained air. Accelerating additives may be used upon approval of the Engineer.

PART 3 -EXECUTION

3.01 INSTALLATION:

- A. A. Fence Installation shall not be started before the final grading is completed, with finish elevations established, unless otherwise permitted.
- B. Excavation:
 - 1. Drill holes of diameters and spacing shown, for post footings in firm, undisturbed or compacted soil.

a. If not shown on the Drawings, excavate holes to the minimum diameters as recommended by fence manufacturer.

b. Post holes shall be in true alignment and of sufficient size to provide a permanent foundation of concrete. Concrete shall be poured against undisturbed earth sides and bottom. All holes shall be 42" deep with posts and corner posts placed in the concrete to a depth of 36". The gate posts shall be set in the concrete to a depth of 42" below the

surface when in firm, undisturbed soil. Holes shall be well centered on the posts. A minimum diameter of 12" shall be required for all post holes.

- c. Remove excavated soil from the Owner's property, if necessary.
- d. If solid rock is encountered near the surface, drill into rock at least 12" for line posts and at least 18" for end, pull corner and gate posts. Drill hole at least 1" greater diameter than the largest dimension of the post to be placed.
- e. If solid rock is below solid overburden, drill to full depth required, except penetration into rock need not exceed the minimum depths specified above.
- f. Where concrete pavement is encountered, drill or saw cut concrete as required. Finish top of new concrete 2" above grade and sloped away from posts.

C. Setting Posts:

- 1. Remove loose and foreign materials from sides and bottoms of holes, and moisten soil prior to placing concrete.
 - a. Center and align posts in holes 8" above bottom of excavation.
 - b. Place concrete around posts in a continuous pour, and vibrate or tamp for consolidation. Check each post for vertical and top alignment, and hold in position during placement and finishing operations.
 - c. Trowel finish tops of footings, and slope or dome to direct water away from posts. Set keeps, stops, sleeves, and other accessories into concrete as required.
 - d. Keep exposed concrete surfaces moist for at least 7 days after placement, or cure with membrane curing materials, or other acceptable curing method.
 - e. Grout-in posts set into sleeved holes, concrete constructions, or rock excavations with non-shrink portland cement grout, or other acceptable grouting material.

D. Concrete Strength:

- 1. Allow concrete to attain at least 75% of its minimum 28-day compressive strength, but in no case sooner than 7 days after placement, before rails, tension wires, barbed wire, or fabric is installed. Do not stretch and tension fabric and wires, and do not hang gates until the concrete has attained its full design strength.

E. Top Rails: Run rail continuously through post caps. Provide expansion couplings as recommended by fencing manufacturer.

F. Brace Assemblies: Install braces so posts are plumb when diagonal rod is under proper tension.

G. tension Wire: Install tension wires by stretching independently of the fabric and tying to each post with not less than 9 gauge galvanized wire, and securing the wire to the fabric with hog rings.

END OF SECTION

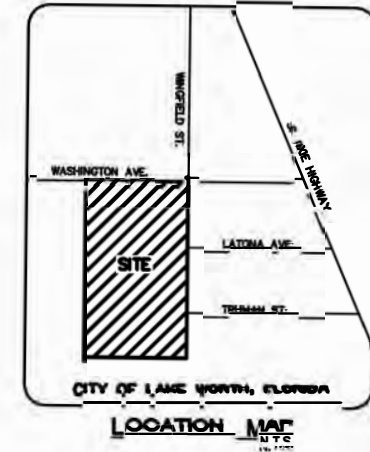
NOT A PART OF THIS SURVEY
UNPLATTED

OSBORNE CEMETARY
(PLAT BOOK 28, PAGE 207)

PLAT OF L.A. BANKS MEMORIAL PARK
(PLAT BOOK 50, PAGE 98)



GRAPHIC SCALE
SCALE: 1"=40'



REVISIONS
NO. DATE
BY

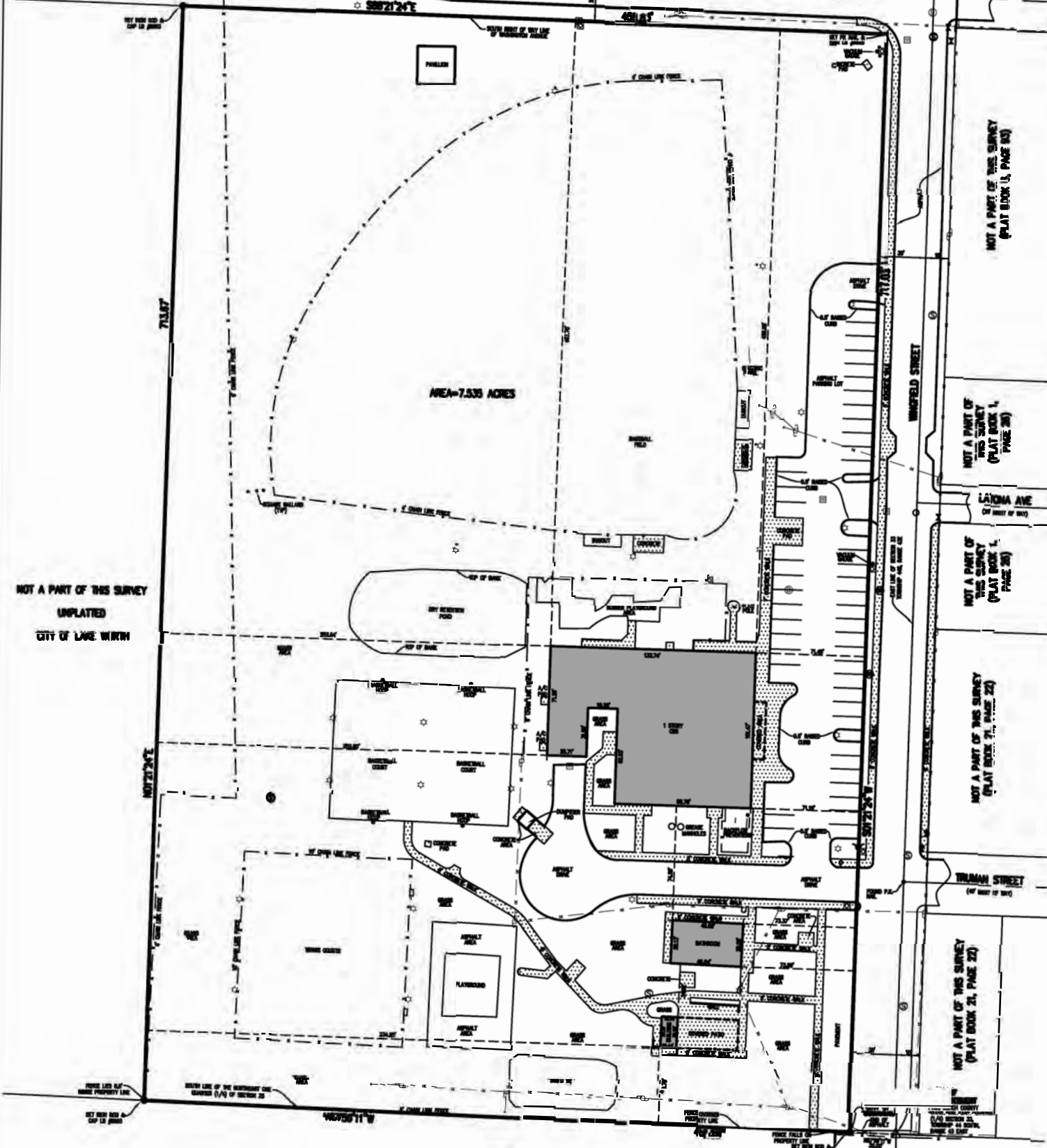
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PROFESSIONAL SURVEYOR
MAPPER REPRESENTING
ENGINEERING & SURVEYING
GROUP, INC.

CITY OF LAKE WORTH BEACH
HOMERD PARK PLAYGROUND IMPROVEMENTS

BOUNDARY SURVEY FOR:



DATE	12/11/2008
SCALE	1"=40'
CD FILE	R221
SW & PROJ	R221
FILE NO.	STAF
CHECKED	G. RAER
DATE	12/11/2008
JOB NO.	821.01



LEGEND

- SANITARY MANHOLE
- STORM WASTEWATER
- CLEAN OUT
- FIRE HYDRANT
- CHAIN LINK FENCE
- CONCRETE
- CUT WIRE
- GATE VALVE
- WATER METER
- CATCH BASIN
- ELECTRIC TRAIL
- C.B.S. CONCRETE BLOCK STRUCTURE
- A/C AIR CONDITIONING
- OVERSEAS LIGHTING
- O.R.B. OFFICIAL RECORD BOOK
- P.B. PLAT BOOK
- SET 5/8" IRON RIG & CAP LB #6603
- SET PL. NAIL & DEW LB #3000
- CENTERLINE
- INFORMATION SIGN
- STREET LIGHT
- UTILITY POLE

LEGAL DESCRIPTION

A PART OF THE EAST ONE QUARTER SECTION 33, TOWNSHIP 44 SOUTH, RANGE 43 EAST, CITY OF LAKE WORTH, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST ONE QUARTER CORNER OF SECTION 33, TOWNSHIP 44 SOUTH, RANGE 43 EAST, CITY OF LAKE WORTH, FLORIDA, THENCE NORTH 87° 56' 41" WEST ALONG THE SOUTH LINE OF THE NORTHEAST ONE QUARTER OF SAID SECTION 33, A DISTANCE OF 30.00 FEET TO THE POINT OF BEGINNING, THENCE CONTINUING NORTH 79° 56' 11" WEST ALONG SAID SOUTH LINE OF THE NORTHEAST ONE QUARTER OF SECTION 33, A DISTANCE OF 158.81 FEET, THENCE NORTH 01° 24' 24" EAST PARALLEL WITH THE WEST RIGHT OF WAY LINE OF WINGFIELD STREET, A DISTANCE OF 713.47 FEET, THENCE SOUTH 48° 21' 21" EAST ALONG THE SOUTH RIGHT OF WAY LINE OF WASHINGTON AVENUE, A DISTANCE OF 25.00 FEET SOUTH OF SAID PARALLEL WITH THE CENTER LINE OF WASHINGTON AVENUE AS SHOWN ON THE PLAT OF OSBORNE CEMETERY AS RECORDED IN PLAT BOOK 28, PAGE 07 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, A DISTANCE OF 458.43 FEET, THENCE SOUTH 01° 24' 24" WEST ALONG SAID SOUTH RIGHT OF WAY LINE OF WINGFIELD STREET BEING 30.00 FEET WEST OF AND PARALLEL WITH THE EASTLINE OF SAID SECTION 33, A DISTANCE OF 17.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 328,223 SQUARE FEET OR 7.535 ACRES MORE OR LESS.

BEARING DATA

THE EAST LINE OF SECTION 33, TOWNSHIP 44 SOUTH, RANGE 43 EAST IS TAKEN AS BEING S01°21'24" W. AND ALL OTHER BEARINGS ARE RELATIVE THERETO.

BOUNDARY NOTES

THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A WITH COMA ATMENT.

PROPERTY HAS ACCESS FROM WINGFIELD STREET.

THE BEARINGS ARE NOT AT THE SAME SCALE AS THE DRAWING IN ORDER TO SHOW GREATER DETAIL.

THIS SURVEY IS NOT VALID UNLESS SEALED WITH AN EMBOSSED SURVEYOR'S SEAL ALONG WITH THE SURVEYOR'S SIGNATURE.

DATE OF FINAL RECORD

11/12/2008

SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT THE SURVEY REPRESENTED HEREON COMPLETES WITHIN THE MEANING LEGAL REQUIREMENTS AS SET FORTH BY THE FLORIDA BOARD OF SURVEYORS AND MAPERS PURSUANT TO SECTION 471.027, CIVIL STATUTES.

NOTE:

1. THE SURVEYOR HAS REVIEWED THE PUBLIC RECORDS HAS BEEN MADE.
2. THE SURVEYOR IS BASED ON INFORMATION FURNISHED BY CLIENT OR CLIENT'S REPRESENTATIVE.
3. THIS SURVEY IS NOT VALID UNLESS SEALED WITH AN EMBOSSED SURVEYOR'S SEAL.

GARY RAER, P.E., M.A.S.P.
STATE OF FLORIDA
L# 8503

12/11/2008 1:55:24 PM EST

Howard Park

Aerial

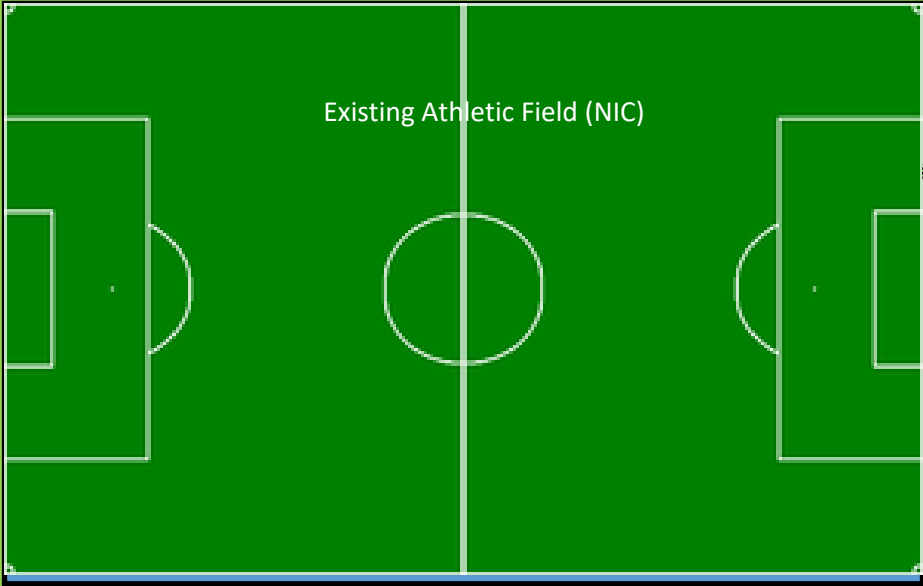
Legend

-  1699 Wingfield St
-  Feature 1
-  Howard Park
-  St. John's Episcopal Church



Exist.
Pavilion

Exist.
restroom

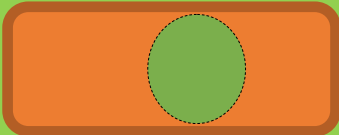


Existing Athletic Field (NIC)

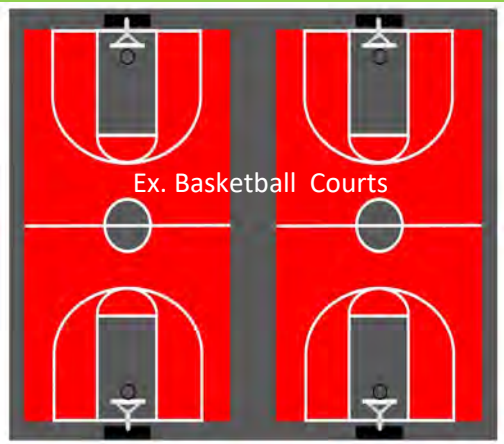
Mulch Exercise Walking Trail (proposed)



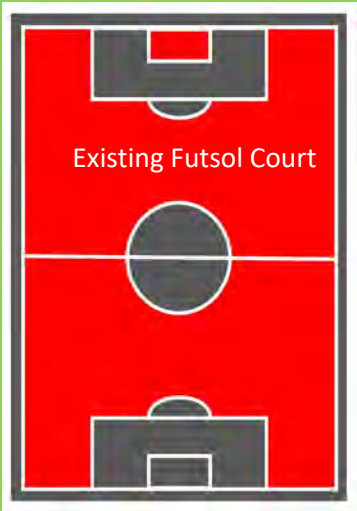
PARKING LOT



Existing Building)



Ex. Basketball Courts



Existing Futsal Court



Existing
Playground

Concrete Walk

CDC
Building

Existing
Pavilion

WINGFIELD STREET

Howard Park





Aerial

HOWARD PARK PLAYGROUND IMPROVEMENTS PROJECT

Sport Courts Scope of Work - Futsol and Basketball

1. Power wash existing court to remove debris, algae, etc. and blow off.
2. Apply two (2) coats of base coat acrylic resurfacer mixed with silica sand, portland and water to effectively fill any cracks, voids, holes, or depressions.
3. Apply a resin coated fiberglass membrane over the entire court surface and adhere to court with 100% latex glue.
4. Apply two (2) coats of the acrylic resurfacer to provide a final smooth surface.
5. Apply two (2) coats of textured color concentrate to provide color for courts. Paint court lines to specifications for sport.

Legend

-  1699 Wingfield St
-  Feature 1
-  Howard Park
-  St. John's Episcopal Church

116'x90'
10,440 SF

108'x120'
12,960 SF

1699 Wingfield St

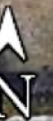
Latona Ave

Truman St

Google Earth

© 2020 Google

200 ft



HOWARD PARK PLAYGROUND IMPROVEMENTS PROJECT

April 2020

SportMaster Sport Surfaces
PO Box 2277
2520 South Campbell Street
Sandusky, Ohio 44870
Toll Free 800-326-1994
Fax 877-825-9226
Website www.sportmaster.net
E-mail moreinfo@sportmaster.net

Product Guide Specification – OR APPROVED EQUAL

Specifier Notes: This product guide specification is written according to the Construction Specifications Institute (CSI) 3-Part Format, including *MasterFormat*, *SectionFormat*, and *PageFormat*, as described in *The Project Resource Manual—CSI Manual of Practice, Fifth Edition*.

This section must be carefully reviewed and edited by the Architect to meet the requirements of the project and local building code. Coordinate this section with other specification sections and the Drawings. Delete all “Specifier Notes” after editing this section.

Section numbers are from *MasterFormat 1995 Edition*, with section numbers from *MasterFormat 2004 Edition* in parentheses. Delete version not required.

SECTION 02790 (32 18 23.43)

ASPHALT BASKETBALL & MULTI-PURPOSE COURT SURFACE COLOR COATING SYSTEM

Specifier Notes: This section covers SportMaster Sport Surfaces “SportMaster” asphalt basketball & multi-purpose court surface color coating system. Consult SportMaster Sport Surfaces for assistance in editing this section for the specific application.

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Asphalt basketball & multi-purpose court surface color coating system.

1.2 RELATED REQUIREMENTS

Specifier Notes: Edit the following list of related sections as required. Delete related sections not required. List other sections with work directly related to this section.

- A. Section 02975 (32 01 17.63) – Basketball & Multi-Purpose Court Crack Repair System: Repairing cracks in asphalt courts.

1.3 REFERENCE STANDARDS

Specifier Notes: List reference standards mentioned in this section, complete with designations and titles. Delete reference standards not included in this edited section. This article does not require compliance with reference standards, but is merely a listing of those used.

- A. American Sports Builders Association (ASBA).
- B. United States Tennis Association (USTA) Rules of Tennis.
- C. National Basketball Association (NBA) Official Rules
- D. National Federation of State High School Associations (NFHS) Rule Book
- E. National Collegiate Athletic Association (NCAA) Rule Book

1.4 SUBMITTALS

- A. Comply with Section 01330 (01 33 00) – Submittal Procedures.
- B. Product Data: Submit manufacturer’s product data, including surface and crack preparation and application instructions.
- C. Samples: Submit manufacturer’s color samples of color coating.
- D. Test Reports:
 - 1. Submit independent test results for solar reflectance index.
 - 2. Submit independent test results for 2000 Hour ASTM G154, accelerated weathering UV test, to demonstrate long-term durability and fade resistance.
 - 3. Submit independent test results for 2000 Hour, accelerated weathering ASTM G155 Xenon Arc test, to demonstrate long-term fade resistance and quality of pigment.
- E. Manufacturer’s Certification: Submit manufacturer’s certification that materials comply with specified requirements and are suitable for intended application.
- F. Manufacturer’s Project References: Submit manufacturer’s list of successfully completed asphalt basketball & multi-purpose court surface color coating system projects, including project name, location, and date of application.
- G. Applicator’s Project References: Submit applicator’s list of successfully completed asphalt basketball & multi-purpose court surface color coating system projects, including project name, location, type and quantity of color coating system applied, and date of application.
- H. Warranty Documentation: Submit manufacturer’s standard warranty.

- I. Authorized Installer Certificate: Submit manufacturer's authorized installer certificate.

1.5 QUALITY ASSURANCE

A. Manufacturer's Qualifications:

1. Manufacturer regularly engaged, for past 5 years, in manufacture of asphalt basketball & multi-purpose court surface color coating systems of similar type to that specified.
2. United States owned company.
3. Member: ASBA.

B. Applicator's Qualifications:

1. Applicator regularly engaged, for past 3 years, in application of basketball & multi-purpose court surface color coating systems of similar type to that specified.
2. Employ persons trained for application of basketball & multi-purpose court surface color coating systems.
3. Applicator must be authorized installer of the surfacing brand used.

1.6 DELIVERY, STORAGE, AND HANDLING

- ### **A. Delivery and Acceptance Requirements:** Deliver materials to site in manufacturer's original, unopened containers and packaging, with labels clearly identifying product name and manufacturer.

B. Storage and Handling Requirements:

1. Store and handle materials in accordance with manufacturer's instructions.
2. Keep materials in manufacturer's original, unopened containers and packaging until application.
3. Store materials in clean, dry area indoors.
4. Store materials out of direct sunlight.
5. Keep materials from freezing.
6. Protect materials during storage, handling, and application to prevent contamination or damage.
7. Close containers when not in use.
8. Retain manufacturer batch codes on each container and application dates, for warranty purposes.

1.7 AMBIENT CONDITIONS

- ### **A.** Do not apply asphalt basketball & multi-purpose court surface color coating system when air or surface temperatures are below 50°F (10°C) during application or within 24 hours after application.
- ### **B.** Do not apply asphalt basketball & multi-purpose court surface color coating system when rain is expected during application or within 24 hours after application.

PART 2 PRODUCTS

2.1 MANUFACTURER

- A. SportMaster Sport Surfaces, PO Box 2277, 2520 South Campbell Street, Sandusky, Ohio 44870. Toll Free 800-326-1994. Fax 877-825-9226. Website www.sportmaster.net. E-mail moreinfo@sportmaster.net.

All other brands must be pre-approved by the architect/owner, 7 days prior to the bid date. If submitting another brand, bidder must furnish copies of all submittal documents under section 1.4

2.2 MATERIALS

- A. Asphalt Basketball & Multi-Purpose Court Surface Color Coating System: SportMaster Color Coating System.
- B. Crack Sealant: SportMaster "Crack Magic".
1. 100 percent acrylic emulsion elastomeric crack sealant.
 2. Seals cracks up to 1/2 inch wide in asphalt pavement.
 3. Weight per Gallon at 77 Degrees F: 8.8 lbs., plus or minus 0.5 lbs.
 4. Non-Volatile Material: 61 percent, plus or minus 5 percent.
- C. Crack Filler: SportMaster "Acrylic Crack Patch".
1. 100 percent acrylic emulsion trowel-grade crack filler.
 2. Fills cracks in asphalt pavement up to 1 inch wide.
 3. Chemical Characteristics, by Weight, Minimum:
 - a. Acrylic Emulsion: 10.0 percent.
 - b. Hiding Pigment: 0.2 percent.
 - c. Mineral Inert Fillers: 78.0 percent.
 - d. Film Formers, Additives: 1.8 percent.
 - e. Water: 8.5 percent.
 4. Weight per Gallon at 77 Degrees F: 15.2 lbs., plus or minus 1.0 lbs.
 5. Non-Volatile Material: 80 percent, plus or minus 5 percent.
 6. Color: [Green] [Neutral] [Red] [Blue].
- D. Patch Binder: SportMaster "Acrylic Patch Binder".
1. 100 percent acrylic emulsion liquid binder.
 2. Mix on-site with sand and cement.
 3. Levels and repairs low spots and depressions up to 3/4 inch deep in asphalt pavement.
 4. Weight per Gallon at 77 Degrees F: 8.8 lbs., plus or minus 0.5 lbs.
- E. Filler Course: SportMaster "Acrylic Resurfacer".
1. 100 percent acrylic emulsion resurfacer.
 2. Mix on-site with silica sand.
 3. Apply to asphalt surfaces or previously colored acrylic surfaces in preparation of color coating system.
 4. Chemical Characteristics, by Weight, Minimum:
 - a. Acrylic Emulsion: 44.0 percent.
 - b. Hiding Pigment: 2.0 percent.
 - c. Mineral Inert Fillers: 5.0 percent.

- d. Film Formers, Additives: 0.2 percent.
- e. Water: 45.0 percent.
- 5. Weight per Gallon at 77 Degrees F: 8.5 lbs., plus or minus 0.5 lbs.
- 6. Non-Volatile Material: 27.5 percent, plus or minus 5.0 percent.
- 7. Color: [Black] [Neutral].

F. Color Coating: SportMaster "ColorPlus System".

- 1. 100 percent acrylic emulsion coating.
- 2. Mix on-site with silica sand and water.
- 3. Color coats basketball & multi-purpose courts.
- 4. Weight per Gallon at 77 Degrees F: 9.2 lbs., plus or minus 0.5 lbs.

Specifier Notes: Specify color of color coating. The following colors can contribute to LEED credits for SS Credit 7.1: Heat Island Effect – Non-Roof: Dove Gray, Ice Blue, Light Green, Red, Sandstone, Orange & Yellow. Also note * are premium cost colors.

- 5. Color: [Beige] [Blue] [Brown] [Dark Green] [Dove Gray] [Forest Green] [Gray] [Ice Blue] [Light Blue] [Light Green] [Maroon] [Red] [Sandstone] [*Tournament Purple] [*Orange] [Yellow] [*Brite Red] [Black]

G. Line Markings Primer: SportMaster "Stripe-Rite".

- 1. 100 percent acrylic emulsion primer, clear drying.
- 2. Primes line markings and prevents bleed-under for sharp lines.
- 3. Chemical Characteristics, by Weight, Nominal:
 - a. Acrylic Emulsion: 38.0 percent.
 - b. Hiding Pigment: 0.0 percent.
 - c. Mineral Inert Fillers: 7.0 percent.
 - d. Film Formers, Additives: 1.5 percent.
 - e. Water: 50.0 percent.
- 4. Weight per Gallon at 77 Degrees F: 8.9 lbs., plus or minus 0.5 lbs.
- 5. Non-Volatile Material: 29 percent, plus or minus 5 percent.

H. Line Paint: SportMaster "Textured Line Paint".

- 1. Pigmented, 100 percent acrylic emulsion line paint.
- 2. Line marking on asphalt basketball & multi-purpose courts.
- 3. Chemical Characteristics, by Weight, Nominal:
 - a. Acrylic Emulsion: 25.89 percent.
 - b. Pigment: 14.90 percent.
 - c. Mineral Inert Fillers: 13.12 percent.
 - d. Additives: 4.73 percent.
 - e. Water: 41.36 percent.
- 4. Weight per Gallon at 77 Degrees F: 10.65 lbs., plus or minus 0.75 lbs.
- 5. Non-Volatile Material: 45.17 percent, plus or minus 5 percent.
- 6. Color: White.

PART 3 EXECUTION

3.1 EXAMINATION

- A. Examine asphalt basketball & multi-purpose court surfaces to receive color coating system.
- B. Verify asphalt basketball & multi-purpose courts meet ASBA requirements.
- C. Notify Architect of conditions that would adversely affect application or subsequent use.
- D. Do not begin surface preparation or application until unacceptable conditions are corrected.

3.2 SURFACE PREPARATION

- A. Protection of In-Place Conditions: Protect adjacent surfaces and landscaping from contact with asphalt basketball & multi-purpose court surface color coating system.
- B. Prepare surfaces in accordance with manufacturer's instructions.
- C. Cure new asphalt surfaces a minimum of 14 to 30 days before application of asphalt basketball & multi-purpose court surface color coating system.
- D. Remove dirt, dust, debris, oil, grease, vegetation, loose materials, and other surface contaminants which could adversely affect application of asphalt basketball & multi-purpose court surface color coating system. Pressure wash entire surface.
- E. Repair cracks, depressions, and surface defects in accordance with manufacturer's instructions before application of filler course and color coating.
- F. Level depressions 1/8 inch and deeper with patch binder in accordance with manufacturer's instructions.
- G. Apply 1 or 2 coats of filler course as required by surface roughness and porosity to provide smooth underlayment for application of color coating.
- H. Ensure surface repairs are flush and smooth to adjoining surfaces.

3.3 APPLICATION

- A. Apply asphalt basketball & multi-purpose court surface color coating system in accordance with manufacturer's instructions at locations indicated on the Drawings.
- B. Mix materials in accordance with manufacturer's instructions.
- C. Apply Filler Course and Color Coating with a 50-60 durometer, soft rubber squeegee.
- D. Filler Course:
 - 1. Apply 2 coats on new asphalt or existing acrylic surfaces with extensive cracks or low spot repair.
 - 2. Apply 1 coat on existing acrylic surfaces with minimal repairs.
- E. Color Coating: Apply a minimum of 2 coats of color coating to prepared surfaces in accordance with manufacturer's instructions.

- F. Allow material drying times in accordance with manufacturer's instructions before applying other materials or opening completed surface to foot traffic.

3.4 LINE MARKINGS

- A. Lay out court line markings in accordance with appropriate governing body:
 - a. USTA Rules of Tennis.
 - b. NBA Official Rules for professional basketball
 - c. NFHS Rules for high school basketball
 - d. NCAA Rules for college basketball
 - e. Other required game layout
- B. Apply line markings primer, after masking tape has been laid, to seal voids between masking tape and court surface to prevent bleed-under when line paint is applied.
- C. Apply a minimum of 1 coat of line paint in accordance with manufacturer's instructions.


3.5 PROTECTION

- A. Allow a minimum of 24 hours curing time before opening basketball & multi-purpose courts for play.
- B. Protect applied asphalt basketball & multi-purpose court surface color coating system to ensure that, except for normal weathering, coating system will be without damage or deterioration at time of Substantial Completion.

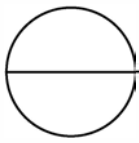
END OF SECTION



DEMOLISH AND REMOVE EXISTING 10' CHAINLINK FENCE AND DISPOSE OF. BACKFILL ALL HOLES AFTER REMOVING THE FENCE POST BASES. APPROX. 475 LF

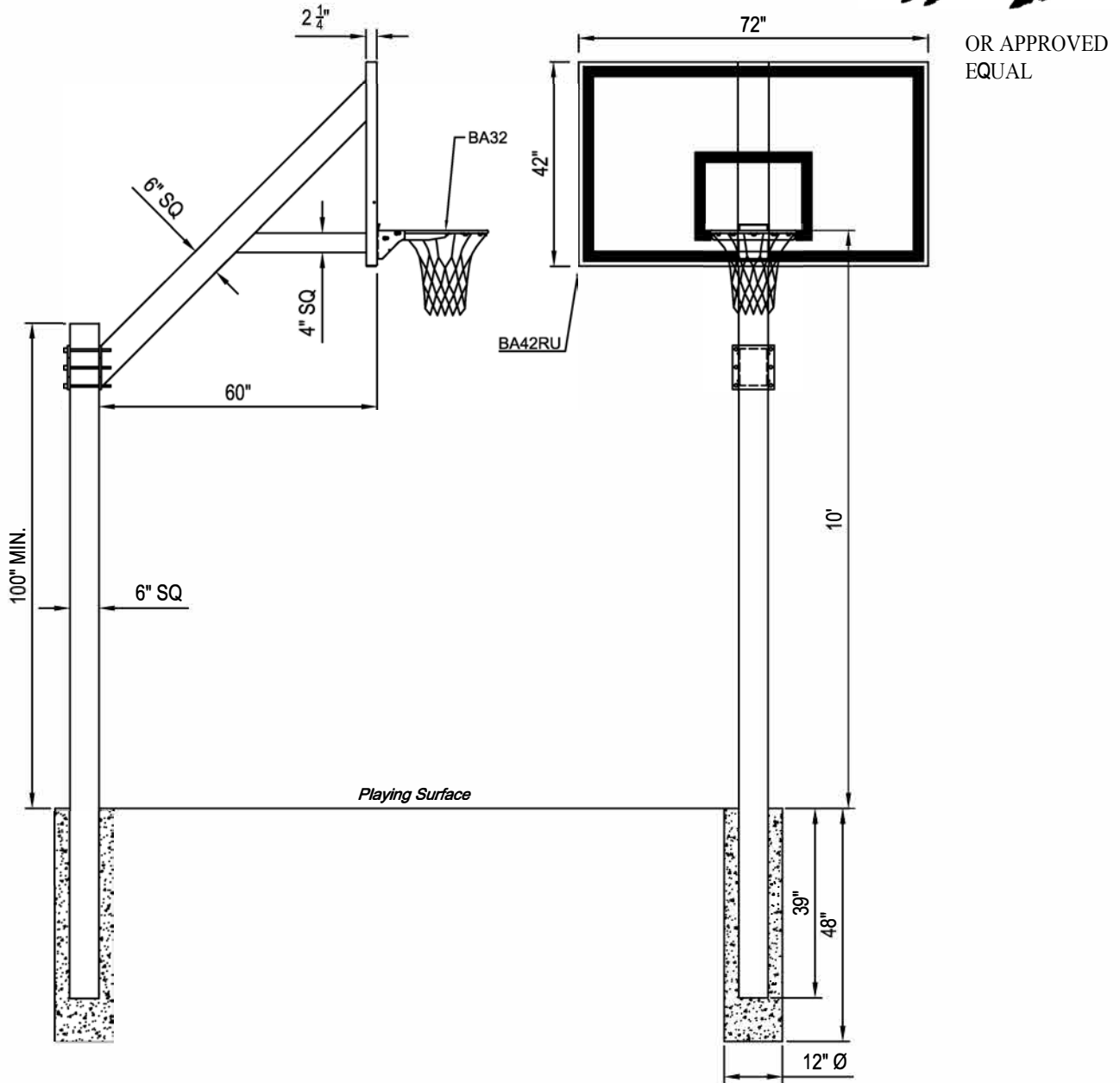


DEMOLISH EXISTING BASKETBALL HOOP STRUCTURE, BACKBOARD AND FOUNDATION (4EA) AND DISPOSE. REPLACE WITH NEW POLYCARBONATE BASKETBALL PLAYGROUND SYSTEM PER SPECIFICATIONS (4EA).



PRODUCT SPECIFICATION

BA873U-BK ULTIMATE™ POLYCARBONATE PLAYGROUND BASKETBALL SYSTEM



Pole shall be constructed of 6" square, 3/16" wall structural steel tube suitable for a 39" in-ground installation. 45° extension arm shall be 6" square, 3/16" wall structural tube with a 4" square, 1/8" wall steel tube horizontal support and 1/4" thick steel backboard support plate. Pole shall be designed so that rim mounts directly to pole to minimize stress on the backboard. Extension arm shall be mounted by means of 6 each 5/8" grade 8 bolts. Pole system shall provide a minimum setback from the front of pole to front of backboard of 60". Entire pole system shall have a textured black polyester powder coated finish and carry an unconditional lifetime functional warranty. Vertical pole shall be capped to keep out rain. Backboard shall be 42" x 72" official size 1/2" clear unbreakable polycarbonate with a limited lifetime warranty. Polycarbonate shall be framed with aluminum extensions and have a white border and shooter's square. Rim shall be the flexible type with official 5/8" diameter ring and one-piece net attachment. Rim shall have a 1-year limited warranty and an orange powder coated finish. Installation to be completed in accordance to manufacturer's instructions. Do not scale drawings. Entire system weight shall be 480#.



1-800-527-7510

or approved equal

WARRANTY AND MAINTENANCE SHEET

Before attempting assembly, examine the enclosed drawings; identify the various parts and their corresponding part numbers. Compare the parts and quantities with packing list, noting any discrepancies. The assembly drawings were designed to provide you with an easy to understand picture of the bleacher assembly. Should you have any difficulties in assembly, contact our customer service department at 1-800-527-7510.

IMPORTANT NOTICE

These bleachers have been designed and manufactured to meet NFPA National Fire Protection Association and CPSC Consumer Product Safety Commission Standards for Safety. However, since local codes may vary, the purchaser of the product must be responsible for compliance with local or state codes pertaining to this product. The manufacturer, distributor, or any of their representatives assume no liability for code compliance.

SURFACE PREPARATION

ALL bleachers **MUST** be installed on a solid, smooth and level surface. Manufacturer will not be responsible for any damage resulting from the use of this product on any irregular surface conditions. **ALL** bleachers with a top row seat over 30" from ground level **MUST** be anchored to a concrete pad or footer. Most local codes require permanent anchoring to concrete to meet wind load requirements. Please check your local codes. Bleachers with a top row seat less than 30" from ground level may remain portable however manufacturer strongly recommends attaching weather treated lumber Groundsills. Groundsills should be at least 2" x 6" lumber and attached with $\frac{3}{8}$ " x 1 $\frac{1}{2}$ " lag screws (not provided).

STORAGE

Assembled units shall be stored in usable position only, not tilted back on column. The manufacturer will not be responsible for damage or personal injury resulting from product being stored in any other position.

MAINTAINANCE

In order to assure continued spectator safety and comfort, an annual inspection of these bleachers is required. No warranties, specified or implied, will be honored on this product unless replacement parts are purchased from original manufacturer and unless inspection and maintainance records have been kept by the Owner. This annual inspection shall include, but is not limited to the following:

1. Bolt tightness (Bolts, nuts, set screws, etc).
2. Vertical and horizontal alignment of all component parts.
3. Any broken or damaged parts, whether from normal use or abuse.
4. End cap fit and condition (snug fit, unbroken condition).
5. Visual inspection of any and all welded connections.
6. Insure that the base angle is in full and continuous contact with supporting surface, i.e., turf, concrete, asphalt or grade.

WARRANTY

All bleachers shall carry, after proper assembly and under normal use for the type of structure, a five (5) year warranty against all defects in materials and workmanship. In addition, all aluminum plank extrusions shall be covered by a one (1) year warranty against deterioration of anodized finish or loss of structural strength due specifically to constant exposure to changing weather and environmental conditions. Acts of vandalism or abuse shall render the conditions of these warranties null and void

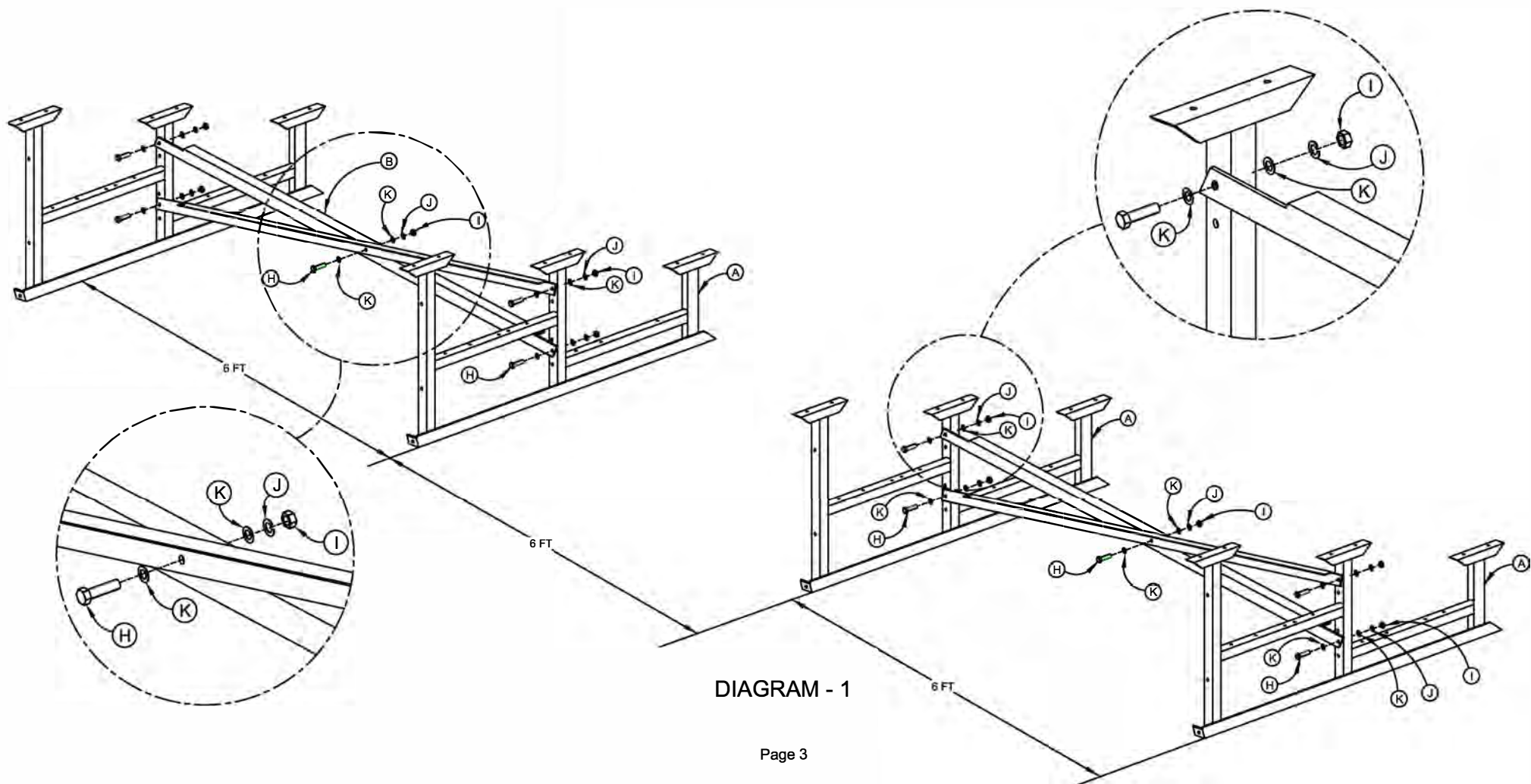
**3 ROW - 42 SEAT - 21' STANDARD
BLEACHER ASSEMBLY**

- STEP 1)** Unpack all parts. Check all parts with parts list to verify you have everything and that no damage has occurred during shipping.
- STEP 2)** Attach the four cross braces(*item B*) to the Bleacher Frames (*item A*) using Hex Bolts, Flat Washers, Lock Washers and Hex Nuts (*items H, I, J, K,*) as shown in diagram-1. ***Tighten bolts securely.***
- STEP 3)** Now attach all the Bolt Clips (*item E*) to the Bleacher Frame using Carriage Bolts and Locking Flange Nuts (*item F, G*) ; leave the nuts loose at this time. See diagram-2.
- STEP 4)** Lay the Foot Planks (*item D shiny finish*) and the Seat Planks (*item C dull finish*) in place with the Bolt Clips in the channels of the Planks as shown in diagram-2.
- STEP 5)** Working along each Plank, lift and twist each Bolt Clip so it is in the locking position clamping the Plank to the Frame. Be sure the overhang of the Planks is even on each side (approximately 17") and that the Bleacher Frame is square. You are now ready to tighten all the Bolt Clips. See diagram-2.
- STEP 6)** Now attach Poly End Caps (*item M*) using Self Drilling Screws (*item L*). First tap End Caps on end of each Plank with rubber mallet then using a Drill with a Phillips tip drive Screws into aluminum planks as shown in diagram-2.

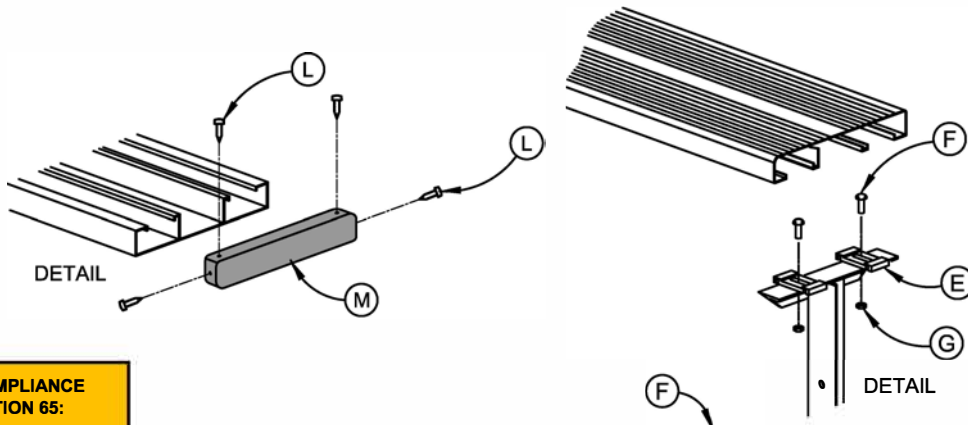
ITEM	DESCRIPTION	QTY
A	3 ROW BLEACHER FRAME	4 EA
B	DIAGONAL CROSS BRACING 73 7/8"	4 EA
C	SEAT PLANK 21' anodized dull finish	3 EA
D	FOOT PLANK 21' mill shiny finish	2 EA
E	BOLT CLIP	40 EA
F	CARRIAGE BOLT 5/16" X 1 1/4"	40 EA
G	LOCKING FLANGE NUT 5/16"	40 EA
H	HEX BOLT 3/8" X 1 1/4"	10 EA
I	HEX NUT 3/8"	10 EA
J	SPLIT LOCK WASHER 3/8"	10 EA
K	FLAT WASHER 3/8"	20 EA
L	SELF DRILLING SCREW #8	40 EA
M	POLY END CAP	10 EA

NOTICE: Purchaser of this product must be responsible for compliance with any local or state codes pertaining to this product. Manufacturer, Distributor or any of the representatives will assume no liability for code compliance.

3 ROW - 42 SEAT - 21' STANDARD BLEACHER



3 ROW - 42 SEAT - 21' STANDARD BLEACHER



WARNING

FOR THE SAFETY OF THE USER AND THE CONTINUED SAFE PERFORMANCE FROM THIS EQUIPMENT, INSPECTION AND MAINTENANCE MUST BE PERFORMED REGULARLY. DO NOT USE THIS EQUIPMENT IF DAMAGE HAS OCCURRED.

PLACE WARNING DECAL ON BACK OF THE TOP SEATING PLANK.

THIS WARNING IS GIVEN IN COMPLIANCE WITH CALIFORNIA PROPOSITION 65:

WARNING

This product may contain chemicals known to the State of California to cause cancer, birth defects or other reproductive harm.

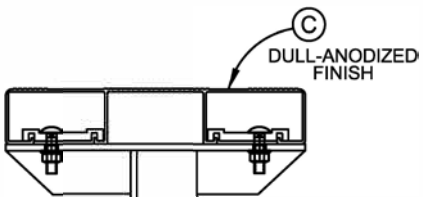
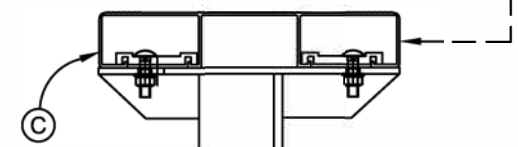
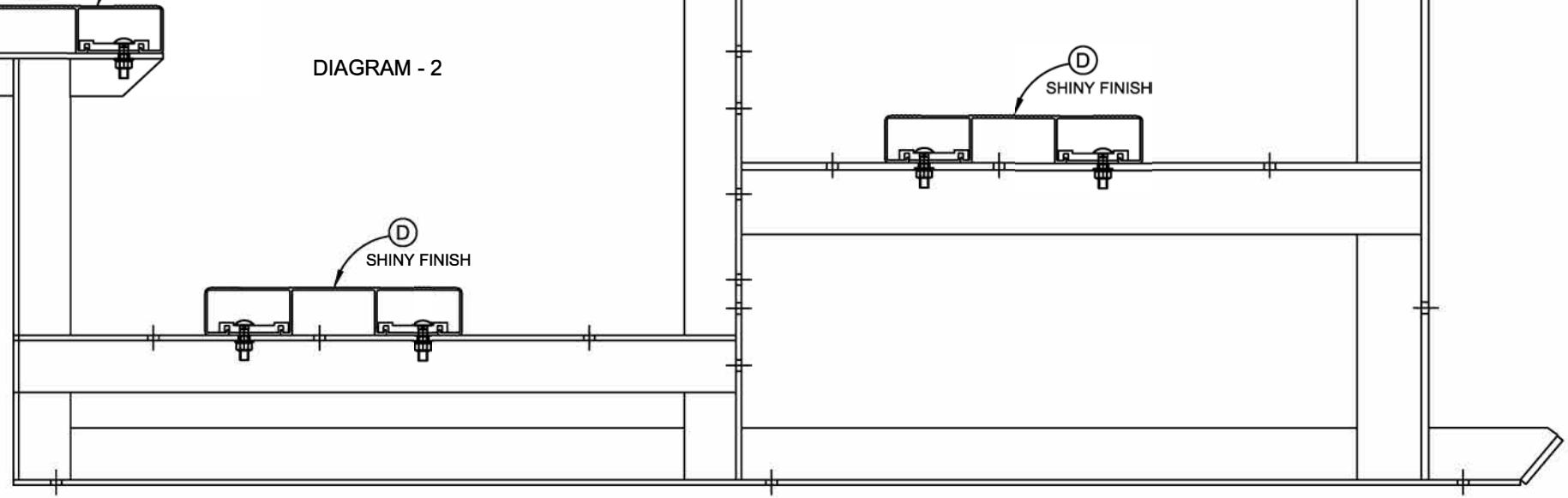
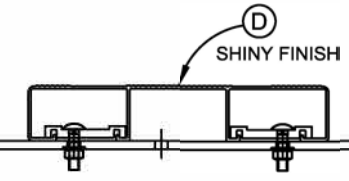
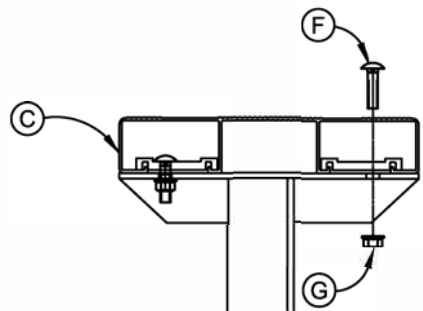
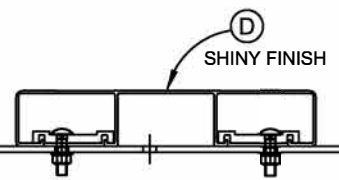
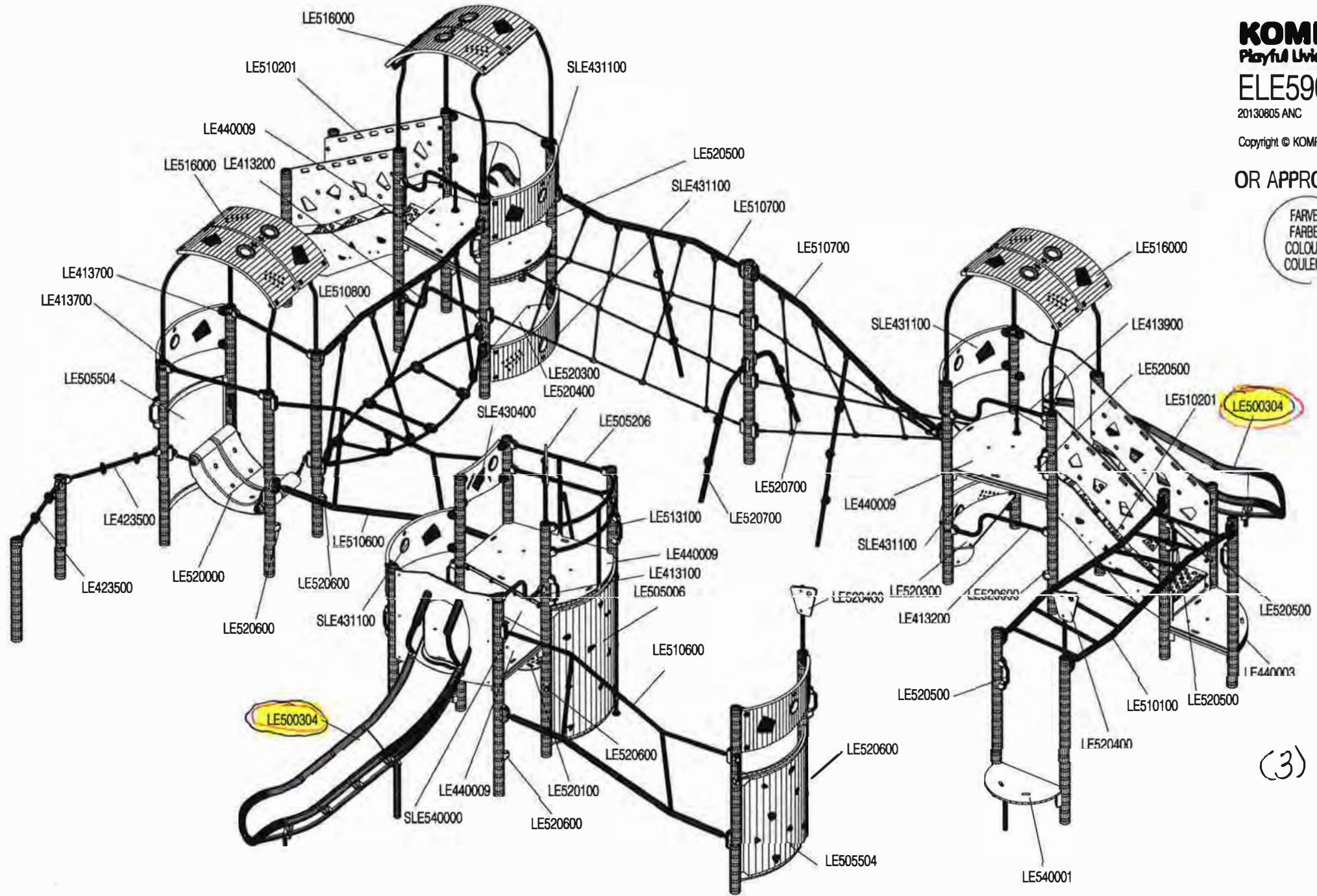
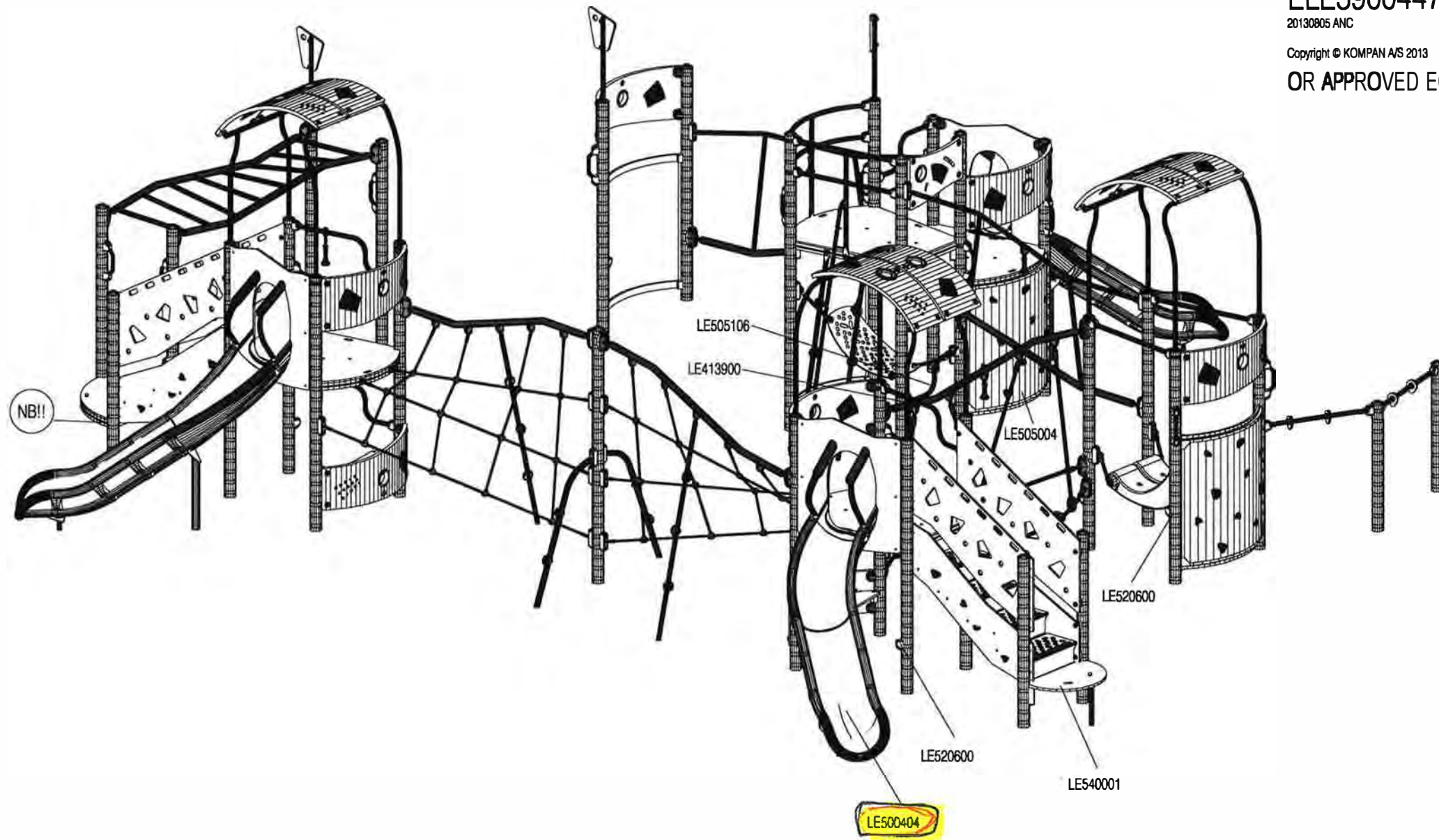


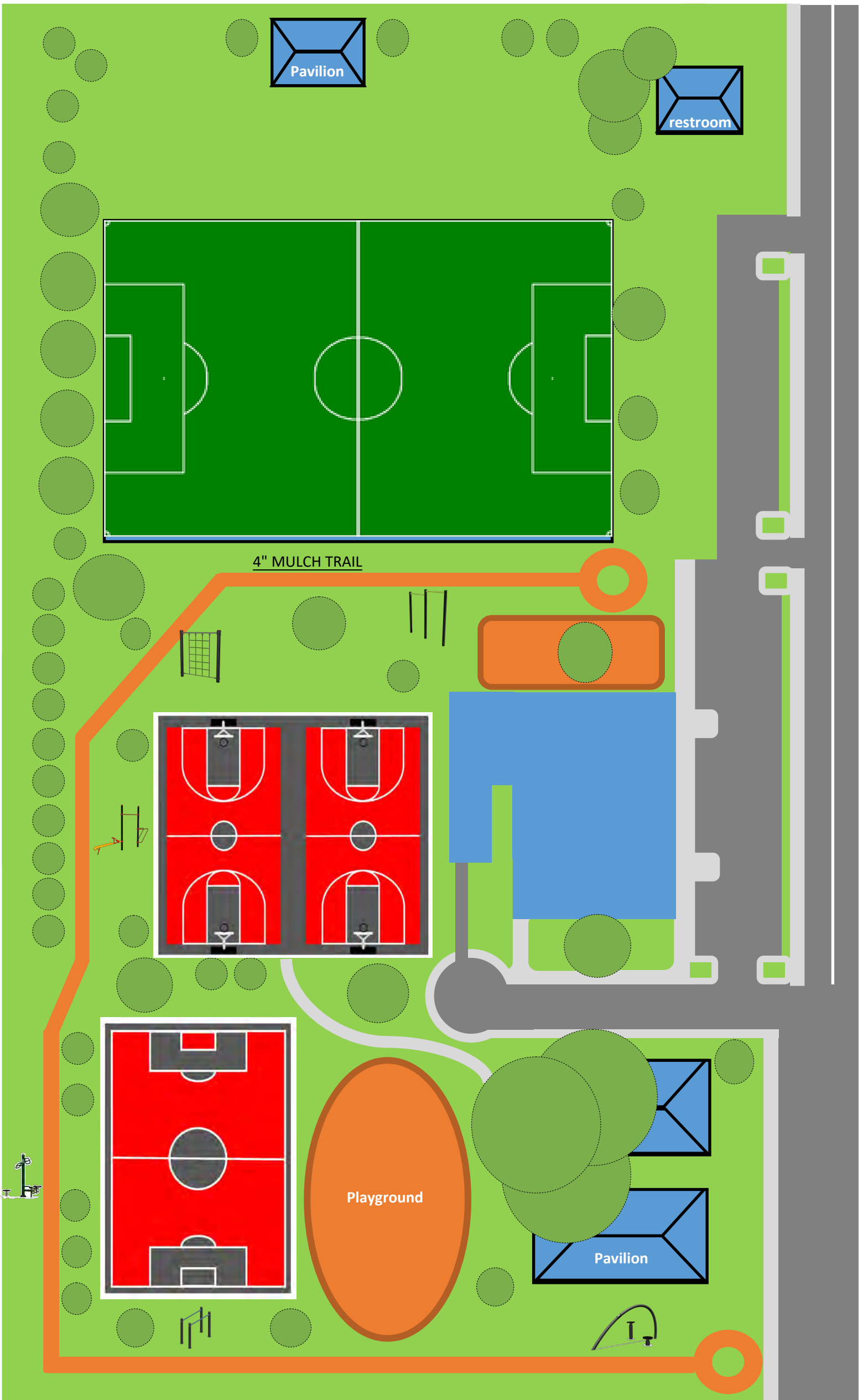
DIAGRAM - 2

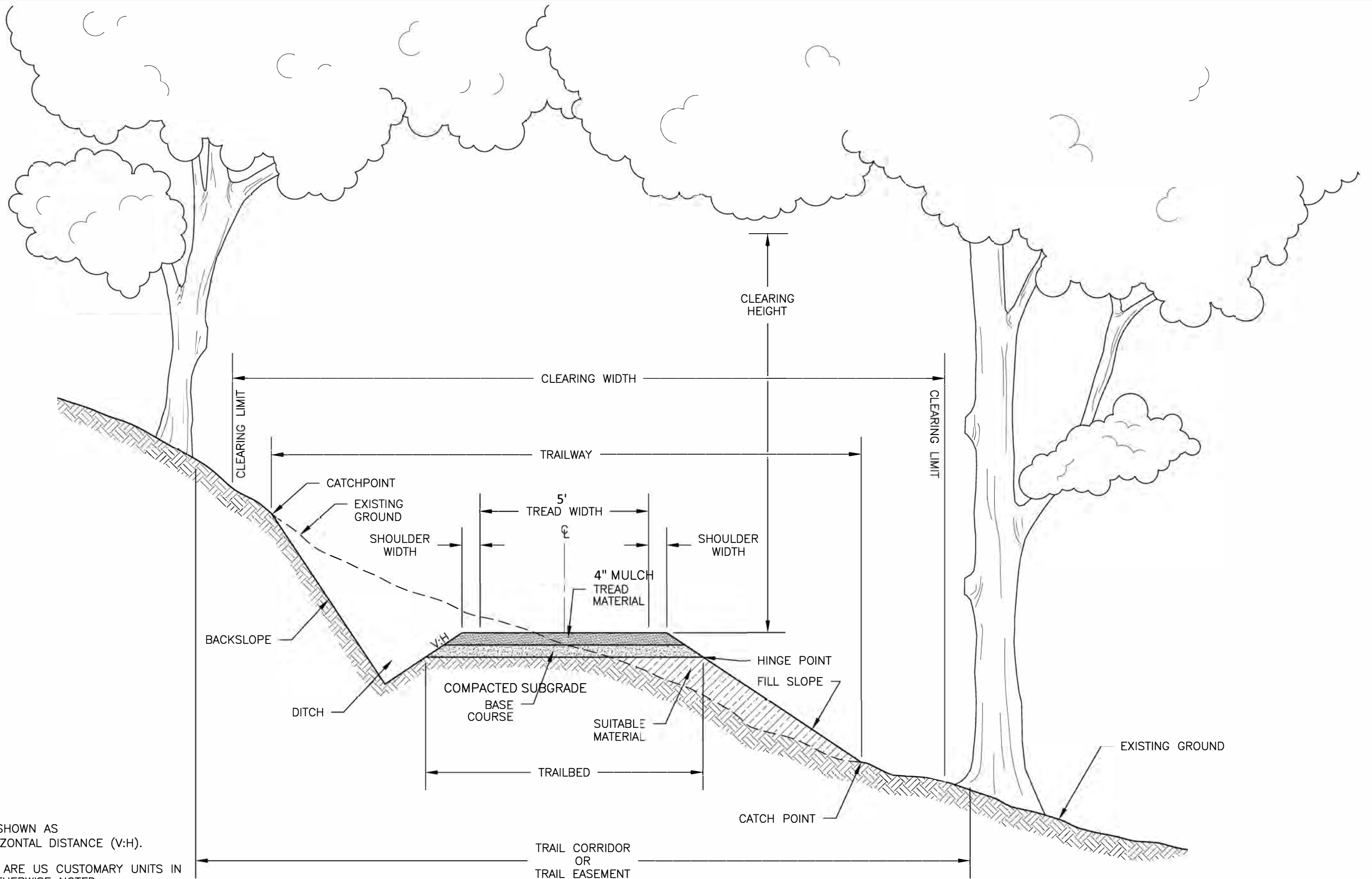




(3) SLIDES
2 LE500304
1 LE500404







NOTES:

ALL SLOPES ARE SHOWN AS VERTICAL-TO-HORIZONTAL DISTANCE (V:H).

ALL UNITS SHOWN ARE US CUSTOMARY UNITS IN INCHES UNLESS OTHERWISE NOTED.

CITY OF LAKE WORTH BEACH

STANDARD TRAIL PLAN

PROJECT NAME & LOCATION

HOWARD PARK PLAYGROUND

STANDARD TRAIL TERMS

SECTION

MULCH TRAILWAY

TYPICAL ID

REVISION DATE

XX/XX/XX

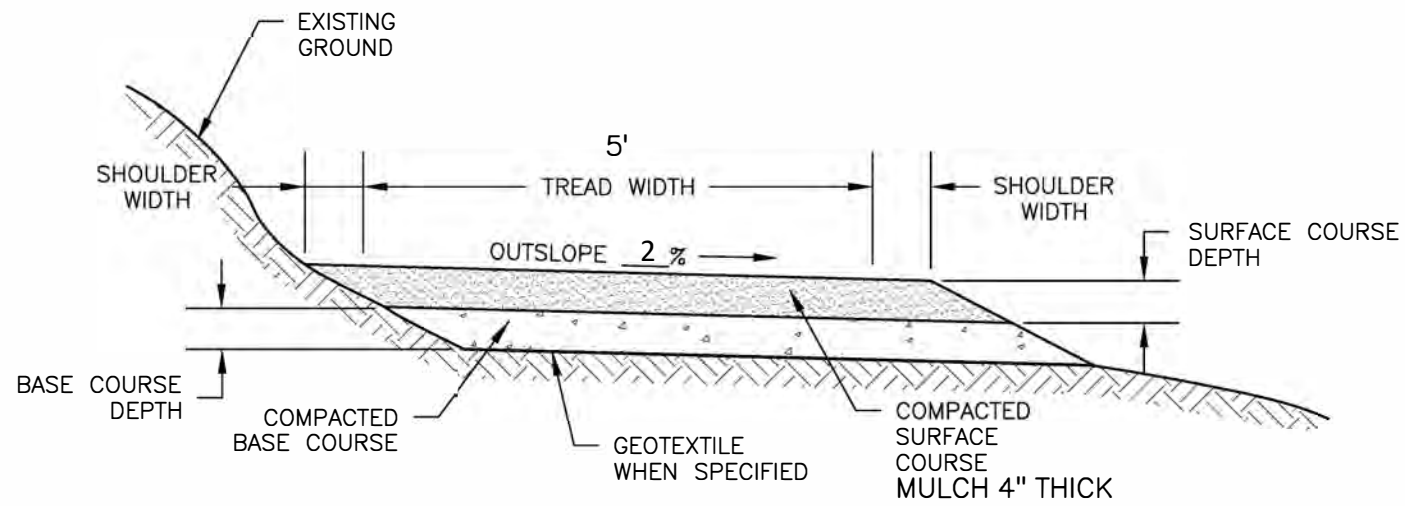
NOT TO SCALE

DRAWING NO.

01

SHEET

OF



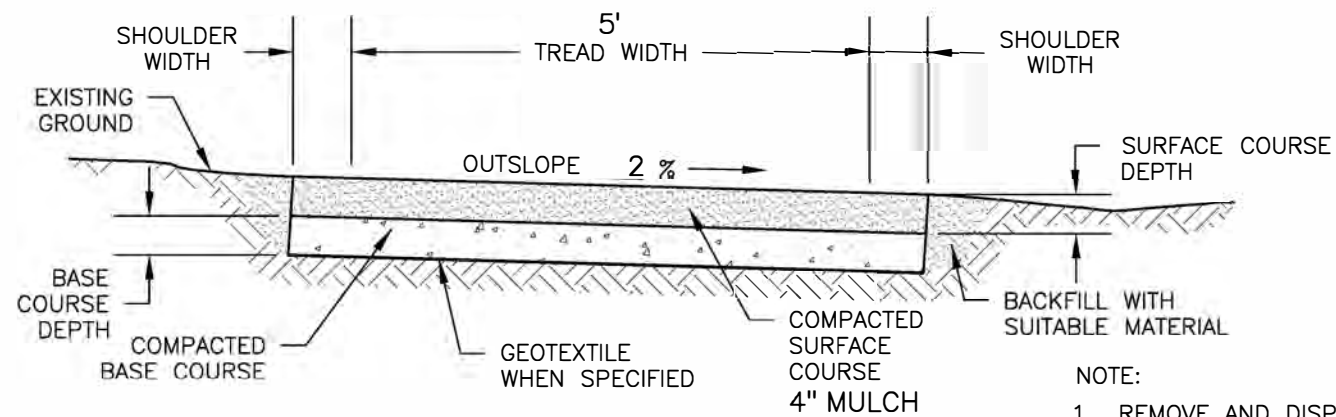
(A) OUTSLOPED SECTION

BASE COURSE MATERIAL TYPE

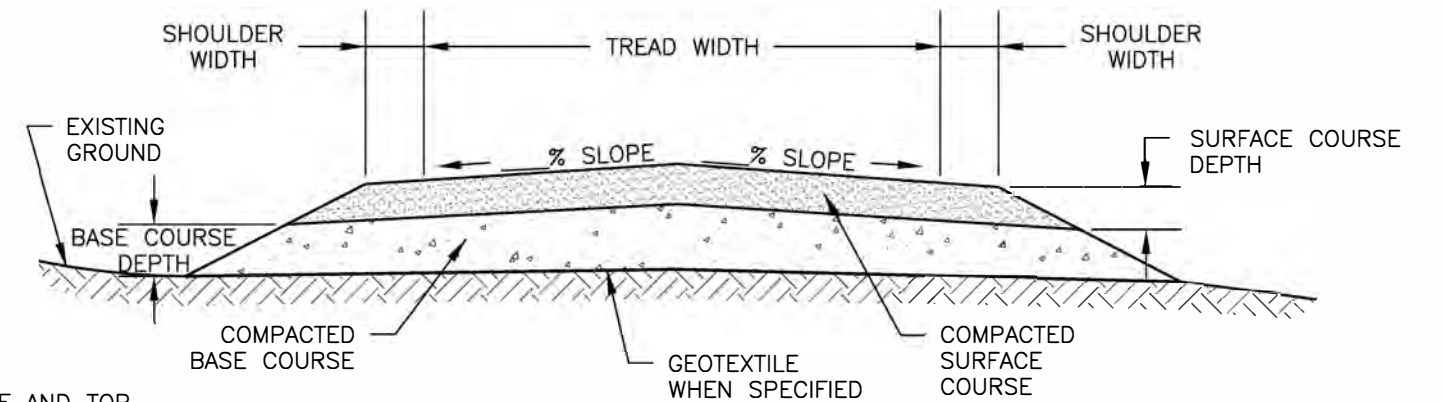
TYPE	MATERIAL	GRADATION	COMMENTS
	COMPACTED SUBGRADE		GEOTEXTILE FILTER FABRIC OVER TOP OF COMPACTED SUBGRADE

SURFACE COURSE MATERIAL TYPE

TYPE	MATERIAL	GRADATION	COMMENTS
	WOODCHIPS	4" THICKNESS	



(B) EXCAVATED SECTION



(C) RAISED SECTION - NOT APPLICABLE

- NOTE:
1. REMOVE AND DISPOSE OF DUFF AND TOP ORGANIC LAYERS DOWN TO MINERAL SOIL.
 2. COMPACT BACKFILL IN 6 INCH LIFTS UNTIL NO VISUAL DISPLACEMENT.



HOWARD PARK PLAYGROUND - PAVILION



SAWCUT CLEAN AT GRADE AND DEMOLISH EXISTING 6'
PRIVACY CONCRETE BLOCK WALLS AND HAULOFF



Pressure clean and prepare concrete floor of pavilion for coating.
Apply epoxy coating - Sherwin Williams Armorseal 1000 HS or approved equal(1,125 SF)



ArmorSeal Heavy Duty Floor Coatings

ARMORSEAL® 1000 HS

PART A
PART B

B67-2000
B67V2002

SERIES
HARDENER

Revised: July 9, 2018

PRODUCT INFORMATION

8.22

PRODUCT DESCRIPTION

ARMORSEAL 1000 HS is a high solids, heavy duty, two-component, catalyzed, polyamide epoxy coating formulated for demanding marine and industrial requirements. Dries rapidly to a tough, high gloss finish with excellent resistance to alkalies, abrasion, corrosion, and chemical attack.

- Chemical Resistant
- Impact Resistant
- Abrasion Resistant
- Outstanding application properties

PRODUCT CHARACTERISTICS

Finish:	Gloss
Color:	Clear, Haze Gray, Deck Gray, White, Sandstone, Tile Red, Safety Yellow, and a wide range of tinted colors
Volume Solids, mixed:	colors - 65% ± 2% may vary by color clear - 61% ± 2%
Weight Solids, mixed:	74% ± 2%, may vary by color
VOC (EPA Method 24), mixed, may vary by color:	Unreduced: <340 g/L; 2.8 lb/gal clear <400 g/L; 3.33 lb/gal
Mix Ratio:	1:1 by volume

Recommended Spreading Rate per coat:

	Minimum	Maximum
Wet mils (microns)	5.0 (125)	8.0 (200)
Dry mils (microns)	3.0 (75)	5.0 (125)
~Coverage sq ft/gal (m²/L)	206 (5.0)	350 (8.6)
Theoretical coverage sq ft/gal (m ² /L) @ 1 mil / 25 microns dft	1040 (25.5)	

NOTE: Brush or roll application may require multiple coats to achieve maximum film thickness and uniformity of appearance.

Drying Schedule @ 6.0 mils (150 microns):

	@ 50°F/10°C	@ 77°F/25°C 50% RH	@ 120°F/49°C
To touch:	4 hours	2 hours	30 minutes
To recoat:			
minimum:	24 hours	8 hours	4 hours
maximum:	7 days	7 days	7 days
Foot traffic:	48 hours	24 hours	12 hours
Heavy traffic:	4-5 days	48-72 hours	24-36 hours
To cure:	10 days	7 days	4 days
<i>If maximum recoat time is exceeded, abrade surface before topcoating.</i>			
<i>Drying time is temperature, humidity, and film thickness dependent.</i>			
Pot Life:	6 hours	4 hours	2 hours
Sweat-in-Time:	2 hours	30 minutes	10 minutes

Shelf Life:	36 months, unopened Store indoors at 40°F (4.5°C) to 100°F (38°C)
Flash Point:	>105°F (41°C), Seta, mixed
Reducer/Clean Up:	Reducer #54, R7K54

RECOMMENDED USES

- For industrial, commercial, or marine applications where a heavy duty epoxy coating is required.
- Superior resistance to chemicals, moisture, abrasion, and impact
- Excellent resistance to alkalies, dilute acids, spillage of solvents, chemicals, jet fuel, grease, etc.
- Clear finish for interior use only
- Suitable for use in USDA inspected facilities

PERFORMANCE CHARACTERISTICS

Substrate*: Concrete

Surface Preparation*: Clean, dry, sound

System Tested*:

1 ct. ArmorSeal 1000 HS (reduced)

1 ct. ArmorSeal 1000 HS @ 3.0-5.0 mils (75-125 microns) dft
*unless otherwise noted below

Test Name	Test Method	Results
Abrasion Resistance	ASTM D4060, CS17 wheel, 1000 cycles, 1 Kg load	64.8 mg loss
Adhesion, over concrete	ASTM D4541	350 psi, 100% concrete failure
Direct Impact Resistance (steel)	ASTM D2794	58 in. lbs
Dry Heat Resistance	ASTM D2485	180°F (82°C)
Flexibility (steel)	ASTM D522, 180° bend, 1/8" mandrel	Passes
Pencil Hardness	ASTM D3363	HB
Slip Resistance, Floors	ASTM C1028**, .60 minimum Static Coefficient of Friction	Passes wet and dry, with and without SharkGrip Additive

**Test method withdrawn in 2014 without replacement

Epoxy coatings may darken or yellow following application and curing.



ArmorSeal Heavy Duty Floor Coatings

ARMORSEAL® 1000 HS

PART A
PART B

B67-2000
B67V2002

SERIES
HARDENER

PRODUCT INFORMATION

Revised: July 9, 2018

8.22

RECOMMENDED SYSTEMS

Dry Film Thickness / ct.

Mils (Microns)

Concrete/Wood:

1 ct. ArmorSeal 1000 HS	2.5-4.0 (63-100)
(reduced as necessary up to 1 pt/gal with R7K54)*	
1-2 cts. ArmorSeal 1000 HS	3.0-5.0 (75-125)
(with anti-slip aggregate if required)	

Concrete:

1 ct. ArmorSeal 33 Epoxy Primer/Sealer	8.0 (200)
1-2 cts. ArmorSeal 1000 HS	3.0-5.0 (75-125)
(with anti-slip aggregate if required)	

Steel:

1 ct. Recoatable Epoxy Primer	4.0-5.0 (100-125)
1-2 cts. ArmorSeal 1000 HS	3.0-5.0 (75-125)

Painted Surfaces in Sound Condition:

1-2 cts. ArmorSeal 1000 HS	3.0-5.0 (75-125)
----------------------------	------------------

*Any reduction must be compliant with existing VOC regulations and compatible with the existing environmental and application conditions.

The systems listed above are representative of the product's use, other systems may be appropriate.

SURFACE PREPARATION

Surface must be clean, dry, and in sound condition. Remove all oil, dust, grease, dirt, loose rust, and other foreign material to ensure adequate adhesion.

Refer to product Application Bulletin for detailed surface preparation information.

Minimum recommended surface preparation:

* Iron & Steel:	SSPC-SP6/NACE 3
Concrete & Masonry:	SSPC-SP13/NACE 6, or ICRI No. 310.2R, CSP 1-3
Wood, interior:	Clean, smooth, dust free
*Primer Required	

Surface Preparation Standards

Condition of Surface	ISO 8501-1 BS7079:A1	Swedish Std. SIS055900	SSPC	NACE
White Metal	Sa 3	Sa 3	SP 5	1
Near White Metal	Sa 2.5	Sa 2.5	SP 10	2
Commercial Blast	Sa 2	Sa 2	SP 6	3
Brush-Off Blast	Sa 1	Sa 1	SP 7	4
Hand Tool Cleaning	C St 2	C St 2	SP 2	-
Pitted & Rusted	D St 2	D St 2	SP 2	-
Power Tool Cleaning	C St 3	C St 3	SP 3	-
Rusted	C St 3	C St 3	SP 3	-
Pitted & Rusted	D St 3	D St 3	SP 3	-

TINTING

White and Ultradeep may be tinted with Maxitoner Colorants at 200% tinting strength into Part A. Five minutes minimum mixing on a mechanical shaker is required for complete mixing of color.

APPLICATION CONDITIONS

Temperature:	50°F (10°C) minimum, 120°F (49°C) maximum (air, surface, and material) At least 5°F (2.8°C) above dew point
Relative humidity:	85% maximum

Refer to product Application Bulletin for detailed application information.

ORDERING INFORMATION

Packaging:	1 gallon (3.78L) containers
Part A:	1 gallon (3.78L) containers
Part B:	(clear available in 5 gallon /18.9L containers)
Weight:	12.51 ± 0.2 lb/gal ; 1.5 Kg/L mixed, may vary by color

SAFETY PRECAUTIONS

Refer to the MSDS sheet before use.

Published technical data and instructions are subject to change without notice. Contact your Sherwin-Williams representative for additional technical data and instructions.

WARRANTY

The Sherwin-Williams Company warrants our products to be free of manufacturing defects in accord with applicable Sherwin-Williams quality control procedures. Liability for products proven defective, if any, is limited to replacement of the defective product or the refund of the purchase price paid for the defective product as determined by Sherwin-Williams. NO OTHER WARRANTY OR GUARANTEE OF ANY KIND IS MADE BY SHERWIN-WILLIAMS, EXPRESSED OR IMPLIED, STATUTORY, BY OPERATION OF LAW OR OTHERWISE, INCLUDING MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

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ArmorSeal Heavy Duty Floor Coatings

ARMORSEAL® 1000 HS

PART A
PART B

B67-2000
B67V2002

SERIES
HARDENER

Revised: July 9, 2018

APPLICATION BULLETIN

8.22

SURFACE PREPARATIONS

Surface must be clean, dry, and in sound condition. Remove all oil, dust, grease, dirt, loose rust, and other foreign material to ensure adequate adhesion.

Iron & Steel (atmospheric service)

Remove all oil and grease from surface by Solvent Cleaning per SSPC-SP1. Minimum surface preparation is Commercial Blast Cleaning per SSPC-SP6/NACE 3. For better performance, use Near White Metal Blast Cleaning per SSPC-SP10/NACE 2. Blast clean all surfaces using a sharp, angular abrasive for optimum surface profile (2 mils / 50 microns). Prime any bare steel the same day as it is cleaned or before flash rusting occurs.

Concrete and Masonry

For surface preparation, refer to SSPC-SP13/NACE 6, or ICRI No. 310.2R, CSP 1-3. Surfaces should be thoroughly clean and dry. Concrete and mortar must be cured at least 28 days @ 75°F (24°C). Remove all loose mortar and foreign material. Surface must be free of laitance, concrete dust, dirt, form release agents, moisture curing membranes, loose cement and hardeners. Fill bug holes, air pockets and other voids with Steel-Seam FT910. Primer required.

Follow the standard methods listed below when applicable:

ASTM D4258 Standard Practice for Cleaning Concrete.
ASTM D4259 Standard Practice for Abrading Concrete.
ASTM D4260 Standard Practice for Etching Concrete.
ASTM F1869 Standard Test Method for Measuring Moisture Vapor Emission Rate of Concrete.
SSPC-SP 13/Nace 6 Surface Preparation of Concrete.
ICRI No. 310.2R Concrete Surface Preparation.

Previously Painted Surfaces

If in sound condition, clean the surface of all foreign material. Smooth, hard or glossy coatings and surfaces should be dulled by abrading the surface. Apply a test area, allowing paint to dry one week before testing adhesion. If adhesion is poor, or if this product attacks the previous finish, removal of the previous coating may be necessary. If paint is peeling or badly weathered, clean surface to sound substrate and treat as a new surface as above.

APPLICATION CONDITIONS

Temperature: 50°F (10°C) minimum, 120°F (49°C) maximum (air, surface, and material)
At least 5°F (2.8°C) above dew point

Relative humidity: 85% maximum

APPLICATION EQUIPMENT

The following is a guide. Changes in pressures and tip sizes may be needed for proper spray characteristics. Always purge spray equipment before use with listed reducer. Any reduction must be compliant with existing VOC regulations and compatible with the existing environmental and application conditions.

Reducer/Clean Up Reducer #54, R7K54

Airless Spray

Pressure.....2500 psi
Hose.....3/8" ID
Tip0.015" - .021"
Filter60 mesh
Reduction.....As needed up to 10% by volume

Brush

Nylon/Polyester or Natural Bristle
Reduction.....As needed up to 10% by volume

Roller

Cover3/8" woven with solvent resistant core
Reduction.....As needed up to 10% by volume

If specific application equipment is not listed above, equivalent equipment may be substituted.

Surface Preparation Standards

Condition of Surface	ISO 8501-1 BS7079:A1	Swedish Std. SIS055900	SSPC	NACE
White Metal	Sa 3	Sa 3	SP 5	1
Near White Metal	Sa 2.5	Sa 2.5	SP 10	2
Commercial Blast	Sa 2	Sa 2	SP 6	3
Brush-Off Blast	Sa 1	Sa 1	SP 6	4
Hand Tool Cleaning	St 2	St 2	SP 3	-
Pitted & Rusted	St 2	St 2	SP 3	-
Rusted	St 3	St 3	SP 3	-
Power Tool Cleaning	St 3	St 3	SP 3	-
Pitted & Rusted	St 3	St 3	SP 3	-



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APPLICATION PROCEDURES

Surface preparation must be completed as indicated.

Mix contents of each component thoroughly with low speed power agitation. Combine one Part A with one Part B by volume and mix for 3 minutes and until uniform. Allow the material to sweat-in as indicated. Re-stir before using.

Apply paint at the recommended film thickness and spreading rate as indicated below:

Recommended Spreading Rate per coat:

	Minimum	Maximum
Wet mils (microns)	5.0 (125)	8.0 (200)
Dry mils (microns)	3.0 (75)	5.0 (125)
~Coverage sq ft/gal (m ² /L)	206 (5.0)	350 (8.6)
Theoretical coverage sq ft/gal (m ² /L) @ 1 mil / 25 microns dft	1040 (25.5)	

NOTE: Brush or roll application may require multiple coats to achieve maximum film thickness and uniformity of appearance.

Drying Schedule @ 6.0 mils (150 microns):

	@ 50°F/10°C	@ 77°F/25°C 50% RH	@ 120°F/49°C
To touch:	4 hours	2 hours	30 minutes
To recoat:			
minimum:	24 hours	8 hours	4 hours
maximum:	7 days	7 days	7 days
Foot traffic:	48 hours	24 hours	12 hours
Heavy traffic:	4-5 days	48-72 hours	24-36 hours
To cure:	10 days	7 days	4 days

*If maximum recoat time is exceeded, abrade surface before topcoating.
Drying time is temperature, humidity, and film thickness dependent.*

Pot Life:	6 hours	4 hours	2 hours
Sweat-in-Time:	2 hours	30 minutes	10 minutes

Application of coating above maximum or below minimum recommended spreading rate may adversely affect coating performance.

CLEAN UP INSTRUCTIONS

Clean spills and spatters immediately with Reducer #54, R7K54. Clean tools immediately after use with Reducer #54, R7K54. Follow manufacturer's safety recommendations when using any solvent.

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PERFORMANCE TIPS

Stripe coat all crevices, welds, and sharp angles to prevent early failure in these areas.

When using spray application, use a 50% overlap with each pass of the gun to avoid holidays, bare areas, and pinholes. If necessary, cross spray at a right angle.

Spreading rates are calculated on volume solids and do not include an application loss factor due to surface profile, roughness or porosity of the surface, skill and technique of the applicator, method of application, various surface irregularities, material lost during mixing, spillage, overthinning, climatic conditions, and excessive film build.

No reduction of material is recommended as it can affect film build, appearance, and adhesion.

Do not apply the material beyond recommended pot life.

Do not mix previously catalyzed material with new.

In order to avoid blockage of spray equipment, clean equipment before use or before periods of extended downtime with Reducer #54, R7K54

Material can not be sprayed if anti-slip aggregate is use.

Anti-slip additives, such as H&C SharkGrip®, may be added to the coating to provide some slip resistance. This product should not be used in place of a non-skid finish.

Anti-slip additive may be mixed into the final coat just prior to application. Exception: if anti-slip is desired with Clear finish, it should be hand broadcast.

Prime coat for concrete may be reduced up to 1 pint per gallon.

Clear is for interior use only.

Refer to Product Information sheet for additional performance characteristics and properties.

SAFETY PRECAUTIONS

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INSTALL 1/2" PLYWOOD OVER ENTIRE CEILING AREA UNDER PAVILION AND SOFFIT, LATH AND STUCCO. PAINT WITH TWO (2) COATS EXTERIOR WHITE PAINT. APPROX. 1,125 SF





Demolish existing 4' high wall and sawcut clean at grade

Clean and prepare existing columns, concrete gable ends, and bathroom for stucco. Stucco all columns, gable ends, and bathroom building exterior. Paint with 2 coats white exterior grade paint.

Pressure clean and coat raised pavilion floor with epoxy Sherwin Williams "Armorseal 1000 HS" or approved equal

