

**LABELLE FIRE STATION RENOVATION**  
**1 – REQUEST FOR BIDS**  
**BID NO. 2017-03**

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Sealed bids for the LaBelle Fire Station Renovation construction project will be received by the City of LaBelle Commissioners hereinafter referred to as "City" at the LaBelle City Hall, Attn: City Deputy Clerk, 481 West Hickpochee Avenue, LaBelle, Florida 33935, until 2:00 p.m. local time on December 5, 2017, for furnishing all labor and materials, and performing all work set forth in the LaBelle Fire Station Renovation Bid Documents. Immediately following the scheduled bid submission closing time, all bids will be publicly opened and read aloud. Bids received after the specified bid submission deadline will not be opened.

Bid Documents consisting of the project scope of work, plans and specifications, and addenda or other revisions, forms, instructions and conditions are available for examination and may be obtained from the Engineer of Record, Rock Enterprises, Inc., 870 W. Hickpochee Avenue, Suite 100, LaBelle, Florida 33935 (telephone: 863-612-0011). Electronic bid documents will be made available, however, there is a \$50 charge for each copy set of the Bid Documents. **You must register as a prospective Bidder with the Engineer of Record to be considered a responsive bidder eligible to receive addenda, if any.**

A Bid Bond or certified check in the amount of not less than five percent (5%) of the total amount bid must accompany each Bid. The successful Bidder will be required to provide a Payment Bond and Performance Bond as described in the Bid Documents.

A pre-bid meeting will be held at 10:00 a.m. on November 7, 2017, at the City of LaBelle Fire Department, 290 S. Main Street, LaBelle, Florida 33935.

Bidders must submit bids for this work on the bid form provided in the Bid Documents. Other bid or proposal forms will not be accepted.

The City reserves the right to reject any or all Bid(s) or to award the bid to the lowest responsible and qualified bidder as determined by the City. The City also reserves the right to award all or a portion of the line items or reduce quantities shown on the Schedule of Values as it determines, in its sole discretion, to be in its best interest.

DATED this 22<sup>nd</sup> day of October, 2017.

CITY OF LABELLE  
David A. Lyons, Mayor

**LABELLE FIRE STATION RENOVATION**  
**2 - SCOPE OF WORK**  
**BID # 2017-03**

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- 2.1** The LaBelle Fire Station Renovation (the “work”) consists of constructing an addition to the existing fire station facility and associated improvements in accordance with plans prepared by Rock Aboujaoudé, PE dated October 17, 2017. The work area is on the north and south sides of the existing fire station located 290 S. Main Street, LaBelle, Florida. The work is generally described as the construction of a 24’x72’ addition to the north side of the building that extends its existing elevation (height and façade) to provide a locker room, and an equipment room adjacent to the existing vehicle bays with a second floor enclosed loft for storage. Additionally, the improvements include the addition of a second floor exterior door, access stairway and sidewalk along the south side of the building.
- 2.2** The work shall (a) commence within fifteen (15) calendar days after the date of the Notice to Proceed or the date of commencement if specified therein, and (b) be completed within a period of 100 consecutive days following issuance of the Notice to Proceed or the date of commencement if specified therein.
- 2.3** DRAWINGS: The Scope of Work includes the construction and related work described in the following drawings:

**CONSTRUCTION PLANS FOR FIRE STATION ADDITION**  
**prepared by Rock Aboujaoude, P.E., Rock Enterprises, Inc., dated**  
**October 17, 2017.**

- 2.4** SITE ACCESS AND STAGING:
- A. Access: The site is accessible from Main Street.
  - B. Staging: The building will be continuously utilized by emergency responders during construction, and care must be taken not to impede building access and operations. Contractor will restrict construction staging to the work areas on the north and south sides of the site. Material, equipment, and debris storage may be coordinated with the City on its contiguous lot along the south boundary of the site. The collection, removal and disposal of all debris generated by construction activities is the responsibility of Contractor and shall be performed according to law. Such debris includes, but is not limited to, horticultural debris generated by site preparation activities, demolition and construction debris, and other trash found on site or incident to construction. Contractor shall not allow debris to accumulate and shall completely remove same from the site prior to final completion of the work.
- 2.5** PHYSICAL DATA:
- A. Local Conditions: All work shall be performed on site and may be staged on the City’s contiguous lot south of the site with the permission of the City.

- B. Visible Obstructions: there are no known limitations other than what is required by the MOT plan which is to be provided by the Contractor.
- C. Utilities: The law requires the Contractor to verify location of all aboveground and underground utilities prior to commencing activity. Any damage to said utilities will be repaired immediately by the Contractor at the Contractor's expense.

**2.6** SITE VISIT: The Contractor shall physically review the site prior to submitting a bid. The Contractor shall address any outstanding questions pertaining to this scope of work prior to submitting a bid. Questions that may lead to further clarifications or addenda must be submitted in writing to the City's Engineer as follows: Rock Aboujaoude, P.E., Rock Enterprises, Inc., 870 W. Hickpochee Avenue, LaBelle, Florida 33935, or [rock@rockhendry.com](mailto:rock@rockhendry.com). All such questions must be submitted on or before November 28, 2017 (the cutoff date for questions).

**2.7** SCHEDULE OF OPERATIONS: The contract term is based on calendar days; the work period schedule is based on a 5 day work week.

**2.8** HOLIDAYS, WEEKENDS AND NIGHTS: The Contractor may, but is not required to work on holidays, weekends or nights in accordance with applicable ordinances and laws.

**2.9** The work is subject to inspection at any time by the City's Engineer for this project, Rock Aboujaoude, P.E., of Rock Enterprises, Inc., or his appointed representative for compliance with the project plans and specifications, and other contract documents.

**2.10** MEASUREMENT AND PAYMENT: All costs shall be included in the unit item pricing provided in the bid schedule and the Contractor will be paid in accordance with said unit pricing.

**LABELLE FIRE STATION RENOVATION**  
**3 – BID PROPOSAL FORM**  
**BID # 2017-03**

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

TO: City Commissioners of LaBelle, Florida

Having carefully examined the Instructions to Bidders and all other Bid and Contract Documents, the undersigned hereby proposes to furnish all material and labor to construct the LaBelle Fire Station Renovation in accordance with the approved plans and associated specifications within the specified time as outlined in the Bid Documents.

Price complete per Specifications: \_\_\_\_\_  
\_\_\_\_\_ (\$ \_\_\_\_\_)

Bid is: \_\_\_ As per Specifications, taking no exceptions.  
Bid is: \_\_\_ Taking only those Exceptions listed and described.

NOTE: All variations and/or exceptions MUST be listed and explained. Attach additional pages as necessary.

Firm Name: \_\_\_\_\_

By (authorized signature): \_\_\_\_\_

By (print name of person signing): \_\_\_\_\_

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

Bidder's Address: \_\_\_\_\_

Telephone No.: \_\_\_\_\_ Fax: \_\_\_\_\_

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

**BID # 2017-03**

**LABELLE FIRE STATION RENOVATION  
 BID SCHEDULE OF VALUES**

Task Description	Unit	Quantity	Unit cost	Total Cost	Alternate	Notes
Mobilization	LS	1				Includes contractor's insurance, permits, borings, testing,
Demolition	LS	1				Includes exterior asphalt removal, exist. building preparation, disposal, etc.
Site work	LS	1				Includes foundation preparation as necessary
Concrete foundation and slab	CY	40				Compaction, testing, termite trtm't, vapor barrier, concrete, rebar, anchor bolts, joints, sealants, etc.
Concrete sidewalk	SF	261				
Pre-engineered building addition (24' x 72')	LS	1				Complete as shown, includes approved shop drawings, awnings, anchor bolts
Brick (Alternate)	SF	504				Includes interior framing of east wall
Exterior stairs	LS	1				Furnish and Install complete with Rails and paint
Sprayed closed-cell foam insulation (Alternate)	SF	6820				3" Min. thickness
New doors in existing building	Ea	2				Complete finishes consistent with existing building
8" Ballards	Ea	2				
Accoustic ceiling (alternate)	SF	912				Alt. price includeds adjustment for not installing drywall ceiling
Floor paint	SF	912				
Paint	LS	1				Interior airconditioned area of new addition, two new doors in existing building, misc. as needed.
Electric	LS	1				As shown on the plans and per code.
Electric	Hr	4				Provide an hourly rate with a minimum of 4 hour increments
HVAC	LS	1				Make allowance for moving existing condenser near south stairs.
Relocate vent/Fan	LS	1				Includes wiring
<b>Total Bid/ Alternate</b>						

Firm Name: \_\_\_\_\_

By (authorized signature): \_\_\_\_\_

By (print name of person signing): \_\_\_\_\_

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

**LABELLE FIRE STATION RENOVATION**  
**4 - INSTRUCTIONS TO BIDDERS**  
**BID #2017-03**

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Your Bid will not be valid unless sealed in an envelope marked "**Bid No. 2017-03, LABELLE FIRE STATION RENOVATION**" and delivered prior to bid opening at 2:00 p.m. local time on December 5, 2017 to:

**City of LaBelle**  
**Attn: City Deputy Clerk**  
**481 West Hickpochee Avenue**  
**LaBelle, Florida 33935**

**I. PREPARATION OF BIDS**

Bids will be prepared in accordance with the following:

1. The enclosed Bid Proposal Form and Bid Schedule of Values are to be used in submitting your Bid.
2. All information required by the Bid Proposal Form and Bid Schedule of Values shall be furnished. The Bidder shall print or type their name and manually sign the Bid Proposal Form and each continuation sheet on which an entry is made.
3. Unit price shall be shown on the Bid Schedule of Values, and where there is an error in extension of price, the unit price shall prevail.
4. Alternate Bids will not be considered, unless authorized by the specifications.
5. Bidders shall not charge State of Florida sales, excise, and use taxes, or any other tax for which the City is exempt.
6. Bidders shall thoroughly examine the plans, specifications, schedule, instructions, and all other Bid and Contract Documents. Any discrepancies found between the DRAWINGS and SPECIFICATIONS and site conditions or any inconsistencies or ambiguities in the DRAWINGS or SPECIFICATIONS shall be immediately reported to the ENGINEER, in writing, *prior to the cutoff date for questions before bid submission*, who shall promptly correct such inconsistencies or ambiguities in writing.
7. Bidder shall complete and submit all required forms with their Bid response. Said forms include a Contractor's Certification, an Anti-Collusion and No-Gifts Statement, and Certification Regarding Debarments, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Federally Funded Transactions.
8. Bidders shall make all investigations necessary to thoroughly inform themselves regarding field conditions and delivery of materials to ensure compliance with the contract time and conditions. No plea of ignorance by the Bidder will be accepted as a basis for varying the requirements of the City.
9. **Bidders must submit both the original Bid and two copies of the original Bid.**

## II. EXCEPTIONS

Any exceptions, substitutions, deletions, or deviations from these specifications shall be explained in detail on a separate page entitled “EXCEPTIONS”. Vendors must show proof that any exceptions are equal and/or superior to those specified.

## III. REJECTION OF BIDS

1. The City may reject a Bid if:
  - a. The Bidder mistakes or conceals any material fact in the Bid; or if
  - b. The Bid does not strictly conform to the law or requirements of the Bid; or if
  - c. The Bid is conditional, except that the Bidder may qualify its Bid for acceptance by the City on an “All or None” basis. The Bid must include all items upon which Bids are invited.
  - e. The City may, however, reject any or all Bids whenever it is deemed in the best interest of the City to do so and may reject any part of a Bid. The City may also waive any informalities or irregularities in any Bid.

## IV. BID SECURITY, PERFORMANCE BOND, and INSURANCE

1. The Bidder shall provide, with the Bid, a certified check or Surety Bond (Bid Bond) in the amount of five percent (5%) of the total amount of the Bid, as a Guarantee that the Bidder, if awarded the contract will, within five (5) days, enter into a contract with the City, in accordance with the accepted bid.
2. The Contractor must furnish a Payment Bond and a Performance Bond each in an amount of not less than one hundred percent (100%) of the total value of the Contract awarded, such Bonds to conform with Section 255.05 of the Florida Statutes, which includes recording with the Hendry County Clerk of Courts. The Bonds shall state on their face that any action instituted by a Claimant under the Bond for payment must be in accordance with the notice and time limitation provisions in Section 255.05(2) and 255.05(10) of the Florida Statutes. If the project bid is less than \$200,000, alternative methods of security may be accepted to insure payment and performance. A potential bidder should contact the City Attorney regarding alternative security methods before bid submittal.
3. The successful Contractor shall maintain Comprehensive General Liability coverage to include completed operations and automobile liability insurance, including products liability, with limits of **no less than One Million Dollars (\$1,000,000.00) COMBINED SINGLE LIMITS**, and Worker’s Compensation insurance in accordance with statutory requirements and coverage limits. The City of LaBelle must be named as additional insured on the general and automobile liability insurance policy(s). The Contractor must provide to the City Valid Certificates of Insurance for all required insurance coverage, including acknowledgment that the City is an “additional insured” on the general and

- automobile policy(s), and acknowledgement on all certificates that the City shall receive thirty (30) days notice prior to the cancellation or termination of any insurance policy(s).
4. The Contractor shall acquire and maintain “All Risks” type Builder’s Risk Insurance, and Fire and Extended Coverage Insurance upon the Project, the amount of such insurance shall not be less than the Contract Price described in the Contract Documents. The policy shall cover not less than the losses due to fire, explosion, hail, lightning, vandalism, malicious mischief, wind, collapse, riot, terrorism and smoke during the Contract Time, and until the work is accepted by the City. Likewise, the Contractor shall secure “Completed Operations” coverage having policy limits equal to the Contract Price described in the Contract Documents. All policies shall name as the insured the Contractor, the Engineer, and the City. This provision shall in no way release the Contractor or Contractor’s surety from obligations under the Contract Documents to fully complete this project.

## **V. GENERAL NOTES**

1. The successful bidder must be a State of Florida Certified Contractor and licensed to do business in the City of LaBelle, and shall ensure that all subcontractors are duly certified and/or licensed to perform work within their disciplines.
2. All work constructed under the project specifications shall be in compliance with the 2016 Edition of the Florida Department of Transportation Standard Specifications for Road and Bridge Construction, if applicable.
3. All equipment necessary for the completion of the project shall be on the job in first class working condition BEFORE commencement of related work.
4. The successful bidder will be required to furnish all necessary labor for and required traffic control on this project during the construction periods involved. Safety devices, barricades, warning signs and hazard flags shall be in compliance with Florida Department of Transportation specifications and are to be provided BEFORE commencing any part of construction requiring same, and will continue until full completion of same.
5. Turbidity and erosion barriers, construction and security fencing, containment equipment and other construction related safety and security devices shall be utilized as required and maintained in good working order. Particular care shall be taken to provide for the safety of pedestrians and equipment in the vicinity of the work area.
6. A PRECONSTRUCTION CONFERENCE may be held prior to issuance of a NOTICE TO PROCEED.
7. Time of completion for this project shall be on or before one hundred (100) calendar days after the date provided in the NOTICE TO PROCEED.
8. The Contractor shall advise the City 24 hours prior to commencing each phase of the project.
9. The Contractor shall, at Contractor’s expense, secure all necessary quality control tests, which may be verified by City’s quality assurance testing. City shall pay for its quality assurance tests. Contractor shall pay for all expenses associated with a failing test including the City’s quality assurance re-testing, if any. The Contractor shall advise City no less than 24 hours prior to performance of each test.

10. The Contractor shall obtain all line locations for underground utilities which may be affected by Contractor's work.
11. The Contractor shall obtain all permits for this project, not heretofore secured by the City, from regulatory agencies having jurisdiction of the work.
12. Bid protests and bidder sanctions.
  - a. Bid protests. Unless waived by the City, the protest period shall end upon award of the contract.
  - b. Who may file a protest? Any actual or prospective bidder, proposer, offeror or contractor who is aggrieved in connection with a solicitation or award of bid or contract may file a protest with the City Clerk. Protests relating to cancellation of Request for Bids and protests relating to the rejection of all bids are not permitted.
  - c. Time for filing. If a protest is submitted by a prospective or actual bidder, it must be filed within five (5) calendar days after such aggrieved person knew or should have known of the facts giving rise thereto, provided the bid award or contract has not been approved by the City Commission, or the contract has not been fully executed if City Commission approval is not necessary. A protest is deemed filed when received by the City Clerk.
  - d. Form of protest. A protest must be in writing and filed with the City Clerk, 481 W. Hickpochee Ave., LaBelle FL, 33935. A protest must state all grounds upon which the protesting party asserts that the solicitation or award was improper. Issues not raised by the protesting party in the protest are deemed waived and may not be raised on appeal. The protesting party may submit with the protest any documents or information deemed relevant.
  - e. The City Mayor, or his designee, shall attempt to settle or resolve protests. The Mayor, or his designee, shall render a decision, in writing, within five (5) calendar days following receipt of the protest.
  - f. Any person aggrieved by the decision of the Mayor, or his designee, may appeal to the City Commission within five (5) calendar days from the date of the Mayor's, or his designee's, written decision. Said appeal shall be in writing and shall state with specificity the grounds therefore and also the action requested of the City Commission. The appeal is deemed filed when received by the City Clerk.
  - g. Decisions of the City Mayor, or his designee, concerning contracts which require City Commission approval, may be appealed to the City Commission by submission to the City Clerk of a written request for hearing within five (5) calendar days from the date of the City Mayor's, or his designee's, written decision. The written request shall state with specificity the grounds for the appeal and also the action requested of the City Commission. The appeal is deemed filed when received by the Deputy City Clerk. A final decision under this section shall be conclusive and shall represent the position of the City.
  - h. In the event of a timely protest or appeal, the City shall not proceed further with the solicitation or with the award of the bid/contract unless the City Commission decides by resolution, to award the bid/contract without delay in order to protect the public health, welfare or safety.
  - i. In the event of a protest, the City has the right to retain the protestor's bid bond until all applicable legal appeal periods have expired.

- j. The City shall have the right to offset against protestor's bid bond to reimburse itself for all costs incurred as a result of said protest.

## **VI. ADDITIONAL CONDITIONS**

1. The Contractor shall maintain a competent qualified superintendent on the job at all times that will be responsible for ensuring that the finished work complies with the contract documents.
2. The Contractor shall furnish all material, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, water and sanitary facilities and all other facilities and incidentals necessary for the execution and completion of the work.
3. The contract price constitutes the total compensation payable to Contractor for performing the work. The cost of any item shown on the plans or referenced by the specifications necessary for completion of the construction, but not specifically listed in the bid schedule, shall be incorporated in the cost of the line items shown.
4. The contract price may **ONLY** be changed by a **WRITTEN CHANGE ORDER**.
5. The Contractor shall maintain the proper safety procedures, at all times, including the control of traffic. Contractor's MOT Plan shall be submitted to the City for approval prior to its implementation.

## **VII. DESCRIPTION OF SUPPLIES**

1. A manufacturer's name, trade name, brand name or catalog number used in the project's specifications is provided for the purpose of describing and establishing general quality levels. Such references are not intended to be restrictive. Bids will be considered for any brand which meets or exceeds the quality and utility of the materials so specified.
2. Bidders are required to state exactly what they intend to furnish. Otherwise, they shall be required to furnish the items specified.
3. Bidders will submit with their proposal data necessary to evaluate and determine the quality of the item(s) they are Bidding.
4. Bidders will submit documentation of all equipment and material warranties and guarantees against defective materials and workmanship.

## **VIII. ONE-YEAR WARRANTY**

If, after the approval of final payment and prior to the expiration of one year after the date of final completion or such longer period of time as may be prescribed by law or by the terms of any applicable special guarantee required by the contract documents, any work is found to be defective, Contractor shall promptly, without cost to City and in accordance with City's written instructions, correct such defective work. Contractor's Performance Bond and applicable insurance shall remain in effect during said warranty period. In the event of a latent defect, the statutory provision of F.S. 95.11(3)(c) shall apply.

## IX. PAYMENTS

1. All payments shall be subject to a **10% RETAINAGE**. The final 10% of the contract price shall be withheld until the work has been completed, accepted, and all submittals are made in accordance with the plans and specifications.
2. Upon completion of the contract and before final payment is made, the Contractor shall submit release of liens, satisfactory to City's representative, certifying all payrolls, material bills, subcontractors, and other indebtedness incurred by the Contractor and all subcontractors in connection with the construction of the project have been paid in full, together with Surety's Consent to Final Payment.
3. Payments will be made from original invoices submitted to the City of LaBelle Purchasing Department, 481 W. Hickpochee Ave., LaBelle, Florida 33935.
4. Payment of all Invoices must be approved by the City Commission. Invoices must be submitted for verification a minimum of five (5) working days prior to the regularly scheduled City Commission Meeting, the 2<sup>nd</sup> Thursday of each month.
5. Any invoice not received within the necessary time frame for verification will be carried over to the next City Commission Meeting.

## X. SPECIAL PROVISIONS

1. Non-Discrimination. No person, on the grounds of race, creed, color, national origin, age, sex, or disability, shall be excluded from participation in, be denied the proceeds or benefits of, or be otherwise subjected to discrimination in the bidding process described herein, or the award or performance of any contract hereunder.
2. Prohibition of Discriminatory Vendors. In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the discriminatory vendor list 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, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.
3. Prohibition of Unauthorized Aliens. In accordance with Executive Order 96-236, the City shall consider the employment by the Contractor of unauthorized aliens a violation of section 274A(e) of the Immigration and Nationalization Act. Such violation shall be cause for unilateral cancellation of this Contract if the Contractor knowingly employs unauthorized aliens.
4. Employment Eligibility Verification. The Contractor shall enroll in and use the U.S. Department of Homeland Security's E-Verify Employment Eligibility Verification

System (<http://www.uscis.gov/portal/site/uscis>) to verify the employment eligibility of all new employees hired by the Contractor during the Contract term.

5. Subcontractor Employment Eligibility Verification. The Contractor shall include in any subcontracts for the performance of work or provision of services pursuant to the Contract the requirement that any subcontractor use the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Contract term.
6. Maintenance of E-Verify Records. The Contractor further agrees to maintain records of its participation and compliance with the provisions of the E-Verify program, including participation by its subcontractors as provided above, and to make such records available to the City or other authorized state or federal entity consistent with the terms of the Contractor's enrollment in the program. This includes maintaining a copy of proof of the Contractor's and subcontractors' enrollment in the E-Verify Program (which can be accessed from the "Edit Company Profile" link on the left navigation menu of the E-Verify employer's homepage).
7. E-Verify. Compliance with the terms of the Employment Eligibility Verification provision is made an express condition of the Contract and the City may treat a failure to comply as a material breach of the Contract.
8. Grant Funding. The Work is funded in whole or in part by a state or federal grant pursuant to an agreement imposing timelines and reporting requirements on the City. The Contractor shall provide assistance and documentation in support of the City's compliance with all grant requirements upon request.
9. Debarment and Suspension. In accordance with Executive Order 12549, Debarment and Suspension, the Contractor shall agree and certify that neither it, nor its principals, is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal, State or Municipal department or agency; and, that the Contractor shall not knowingly enter into any lower tier agreement, or other covered transaction, with a person who is similarly debarred or suspended from participating in this covered transaction, unless authorized in writing to the City by the agency issuing the grant award. The Contractor shall complete, sign and return a copy of the form entitled "Certification Regarding Debarments, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Federally Funded Transactions," made a part of the Bid and Contract Documents. The Contractor shall include the language of this section, and said Certification in all subcontracts or lower tier agreements executed to support the Contractor's work under the Contract.
10. Prohibition Against Lobbying. The Contractor certifies that no Federal appropriated funds have been paid or will be paid, on or after December 22, 1989, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress, in connection with the awarding, renewal, amending or modifying of any Federal contract, grant, or cooperative agreement. If any non-Federal funds are used for lobbying activities as described above in connection with this Agreement, the Contractor shall submit Standard Form-LLL, "Disclosure Form to Report Lobbying", and shall file quarterly updates of any material changes. The Contractor shall require the language of this

certification to be included in all subcontracts, and all subcontractors shall certify and disclose accordingly.

## **XI. WITHDRAWAL OF BIDS**

1. Bids may be withdrawn prior to the time set for the bid opening. Such request must be in writing.
2. Bids may not be withdrawn after the time for the bid opening for a period of forty-five (45) days.

**LABELLE FIRE STATION RENOVATION**

**5 - CONTRACT**

**BID NO. 2017-03**

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5.1 **THIS CONTRACT** made as of the \_\_\_\_ day of \_\_\_\_\_ in the year 2017 by and between **CITY OF LABELLE** (hereinafter called **OWNER**) and \_\_\_\_\_, located at \_\_\_\_\_ (hereinafter called **CONTRACTOR**). **OWNER** and **CONTRACTOR** are collectively referred to herein as the “Parties.”

5.2 **WITNESSETH THAT OWNER** and **CONTRACTOR** in consideration of the mutual covenants hereinafter set forth agree as follows:

5.2.1 **Work** - The **CONTRACTOR** shall perform all Work in a manner consistent with industry standards and applicable laws, codes and customs according to the terms, conditions, plans, specifications and other requirements set forth herein as specified or indicated in the Contract Documents, as defined below, for the completion of the Project generally described as follows:

**LABELLE FIRE STATION RENOVATION**

5.2.2 **CONTRACTOR** agrees to supply materials, supplies, tools, equipment, labor and other services necessary for the satisfactory completion of the project described herein for the prices shown in the Bid Schedule of Values. The contract price shall not be increased in the total amount stated herein without a written change order executed by **OWNER**, notwithstanding increased quantities or conditions which may be needed to perform **CONTRACTOR’S** obligations hereunder, nor shall **CONTRACTOR** be entitled to any additional time or payment for time required for the submission and consideration of any such change order request. This paragraph shall not apply to work or services provided when required to alleviate an emergency condition not caused by the **CONTRACTOR’S** actions or omissions.

5.2.3 **Termination** - This Contract may be terminated by **OWNER** for its convenience, effective upon receipt of written notice by **CONTRACTOR** or five days after mailing by **OWNER**, whichever comes first. In the event of termination, **CONTRACTOR** shall be paid in full for items supplied to the day of such termination upon provision of fully executed affidavits and releases of lien provided by **CONTRACTOR**, and fully executed affidavits and releases of lien from all subcontractors and materialmen or upon provision of written consent of surety to payment.

5.2.4 **Engineer** – The City’s Engineer for this Project (hereafter called **ENGINEER**) will act as **OWNER’S** representative in connection with completion of the Project in accordance with the Contract Documents. No change in the Contract scope shall be valid without a written change order executed by **OWNER**.

5.2.5 **Contract Time** – The time limitations as stated in the Contract Documents are of the essence.

**CONTRACTOR** shall commence work within fifteen (15) calendar days after the date provided in the Notice to Proceed, and shall complete the work within one hundred (100) days from said date or within any extension thereof as approved by Change Order.

5.2.6 **Contract Price** - **OWNER** shall pay **CONTRACTOR** for performance of the Work in accordance with the Contract Documents in current funds as listed in the Bid Schedule of Values the total sum of \_\_\_\_\_ **Dollars** (\$\_\_\_\_\_).

5.2.6.1 **Liquidated Damages** –The Parties recognize that time is of the essence of this Contract and that **OWNER** will suffer financial loss if the work is not completed within the specified time plus any agreed upon extension(s) thereof. The Parties also realize the difficulties, delays, and expense involved in proving the actual loss suffered by the **OWNER** if the work is not completed on time. Accordingly, in lieu of such proof, the Parties agree that as liquidated damages for delay (but not as penalty) **CONTRACTOR** shall pay **OWNER** an amount as set forth in the General Conditions item 15.5 for each day that expires after the time for said completion.

5.2.7 **Application for Payment** - **CONTRACTOR** shall submit applications for payment in accordance with Section IX of the Instructions to Bidders. Applications for payment will be reviewed by the **OWNER** as provided in the General Conditions.

5.2.8 **Contract Documents** - The Contract Documents which comprise the contract between **OWNER** and **CONTRACTOR** are attached hereto and made a part hereof and consist of the following:

5.2.8.1 Section 1, Request for Bids

5.2.8.2 Section 2, Scope of Work

5.2.8.3 Section 3, Bid Proposal Form with Bid Schedule of Values

5.2.8.4 Section 4, Instructions to Bidders

5.2.8.5 Section 5, Contract

5.2.8.6 Section 6, General Conditions

5.2.8.7 Section 7, Supplementary Provisions (if applicable)

5.2.8.8 Plans (Construction Plans Sheets \_\_-\_\_)

5.2.8.9 Technical Specifications (if applicable)

5.2.8.10 Addenda (Nos. \_\_\_\_\_ and \_\_\_\_\_)

5.2.8.11 Notice of Award

5.2.8.12 Performance and Payment Bonds

5.2.8.13 Notice to Proceed

5.2.8.14 Any Modifications, Addenda and Change Orders effective after execution of this Contract

5.2.8.15 Anti-Collusion Statement, and Contractor's/Subcontractor's Certification(s) Regarding Debarments, Suspension, Ineligibility and Voluntary Exclusion

5.2.9 **Miscellaneous** - In the event of an inconsistency or ambiguity between any of the Contract Documents, the documents shall control the others in the following order of priority:

- 5.2.9.1 This Contract form;
  - 5.2.9.2 Addenda and Change Orders
  - 5.2.9.3 Plans and specifications;
  - 5.2.9.4 Request for Bids (except as to exceptions clearly set forth in bid documents);
  - 5.2.9.5 Contractor's schedule of prices in the Bid Schedule of Values;
  - 5.2.9.6 General Conditions
  - 5.2.9.7 Instructions to Bidders
- 5.2.10 Neither **OWNER** nor **CONTRACTOR** shall, without the prior written consent of the other, assign or sublet in whole or in part its interest under any of the Contract Documents; and specifically, **CONTRACTOR** shall not assign any monies due or to become due without the prior written consent of **OWNER**.
- 5.2.11 **OWNER** and **CONTRACTOR** each binds itself, its successors, and assigns to the other party hereto with respect to all covenants, agreements and obligations contained in the Contract Documents.
- 5.2.12 **Disclosure:** The **CONTRACTOR** warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for **CONTRACTOR** to solicit or secure this Contract and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for **CONTRACTOR**, any fee, commission, percentage, gift, or other compensation contingent upon or resulting from the award or making of this Contract.
- 5.2.13 **Governing Law:** This Contract shall be interpreted and governed according to the Laws of the State of Florida. Venue for all actions involving this Contract and any subcontract hereto shall be in Hendry County, Florida.
- 5.2.14 **Attorneys' Fees:** In the event of litigation arising from this Contract, the prevailing party shall be entitled to reasonable attorneys' fees and reimbursement of costs of litigation.
- 5.2.15 **Amendments:** No amendments or variations of the terms or conditions of this Contract shall be valid unless in writing and signed by the Parties.
- 5.2.16 **Record Keeping Requirements -** The **CONTRACTOR** shall maintain accurate books, records, documents and other evidence that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Contract, in accordance with generally accepted accounting principles. The **CONTRACTOR** shall allow the **OWNER**, the State, or other authorized representatives, access to periodically inspect, review or audit such documents as books, vouchers, records, reports, canceled checks and any and all similar material. Such audit may include examination and review of the source and application of all funds whether from the state, local or federal government, private sources or otherwise. These records shall be maintained for five (5) years following the close of this Contract. In the event any work is subcontracted, the **CONTRACTOR** shall require each subcontractor to similarly maintain and allow access to such records for audit purposes.

**IN WITNESS WHEREOF**, the parties hereto have executed this Contract the day and year first above written.

**OWNER: CITY OF LABELLE**

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

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

By: David A. Lyons,

Title: Mayor

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

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

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

Attest: \_\_\_\_\_

Witness: \_\_\_\_\_

Name Printed: \_\_\_\_\_

Name Printed: \_\_\_\_\_

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

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

(SEAL)

(CORPORATE SEAL)

**BID NO. 2017-03**

**CONTRACTOR'S CERTIFICATION**

I have carefully examined this Request for Bids (RFB)/Request for Proposals (RFP)/Request for Qualifications (RFQ), which includes scope, requirements for submission, general information, and the evaluation and award process.

I acknowledge receipt of the following addenda:

Addendum # \_\_\_\_ Dated: \_\_\_\_\_ Addendum # \_\_\_\_ Dated: \_\_\_\_\_  
Addendum # \_\_\_\_ Dated: \_\_\_\_\_ Addendum # \_\_\_\_ Dated: \_\_\_\_\_  
Addendum # \_\_\_\_ Dated: \_\_\_\_\_ Addendum # \_\_\_\_ Dated: \_\_\_\_\_

I hereby propose to provide the services requested in the City's RFB and, if awarded, to enter into the attached draft Contract. I agree that the terms and conditions of the City's RFB shall take precedence over any conflicting terms and conditions submitted with this Bid and agree to abide by all conditions of the RFB unless a proper statement of Exceptions to RFB is submitted. I acknowledge that the City may not accept the Bid due to any exceptions.

I certify that all information contained in this Bid is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this Bid on behalf of the company as its agent and that the company is ready, willing and able to perform if awarded a contract.

I further certify, under oath, that this Bid is made without prior understanding, agreement, connection, discussion or collusion with any other person, company or corporation submitting a Bid for the captioned Bid Number; no gratuities, gifts or kickbacks were offered or given by the Bidder or anyone on its behalf to gain favorable treatment concerning this procurement; no Commission member, employee or agent of the City of LaBelle or of any other company has an interest in this Bid; and that the undersigned executed this Contractor's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

\_\_\_\_\_  
Name of Bidder (Company)

\_\_\_\_\_  
Mailing Address (line 1)

\_\_\_\_\_  
Mailing Address (line 2)

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

\_\_\_\_\_  
Telephone Number / Fax Number

\_\_\_\_\_  
Name and Title (typed)

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

State of Florida  
County of \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_, who is personally known to me or produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public  
My commission expires: \_\_\_\_\_

(SEAL)

**BID NO. 2017-03**

**DISQUALIFICATION OF PERSON CONVICTED  
OF PUBLIC ENTITY CRIME**

As required by Section 287.133, Florida Statutes, the following statement is included in this Request for Bids and/or for proposals, and is made part of the contract entered into by the City and the successful Bidder in response hereto:

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

**BID NO. 2017-03**

**ANTI-COLLUSION & NO GIFTS STATEMENT**

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

\_\_\_\_\_ being first duly sworn, deposes and says that he/she is the authorized representative of \_\_\_\_\_ (name of Bidder/Respondent) and certifies as true the following statements:

Anti-collusion statement:      The respondent has not divulged to, discussed, or compared his/her/its Bid with other respondents and has not colluded with any other respondent or parties to the solicitation whatsoever.

No gifts statement:              Respondent understands that no premiums, rebates, gifts, gratuities or offers of employment are permitted with, prior to, or after the Bid submission. Any such violation will result in rejection of the submission and removal from the procurement (Bid) list(s)..

Bidder/Respondent Name: \_\_\_\_\_

Authorized Representative: \_\_\_\_\_

Representative's Title: \_\_\_\_\_

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

City, State, Zip: \_\_\_\_\_

Telephone No.: \_\_\_\_\_

\_\_\_\_\_  
Authorized Representative

Sworn to (or affirmed) and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_.

(SEAL)

\_\_\_\_\_  
Signature of Notary Public  
Print Name of Notary: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

**BID NO. 2017-03**

**CERTIFICATION REGARDING DEBARMENTS, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION - LOWER TIER FEDERALLY FUNDED TRANSACTIONS**

Required for all contractors and subcontractors on procurement (vendor) contracts of \$100,000 or more, and for all contracts and grants with sub-recipients regardless of amount, when funded by a federal grant.

1. The undersigned hereby certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
  
2. The undersigned also certifies that it and its principals:
  - (a) Have not within a three-year period preceding this response been convicted of or had a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
  
  - (b) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 2.(a) of this Certification; and
  
  - (c) Have not within a three-year period preceding this Certification had one or more public transactions (Federal, State or local) terminated for cause or default.
  
3. Where the undersigned is unable to certify to any of the statements in this Certification, an explanation shall be attached to this Certification.

Dated this \_\_\_\_ day \_\_\_\_\_, 20\_\_\_\_.

By: \_\_\_\_\_  
Authorized Signature/Contractor

\_\_\_\_\_  
Typed Name/Title

Contractor Name: \_\_\_\_\_

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

Telephone Number: \_\_\_\_\_

(See, Instructions following page.)

**INSTRUCTIONS FOR CERTIFICATION REGARDING DEBARMENT,  
SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION - LOWER  
TIER FEDERALLY FUNDED TRANSACTIONS**

1. By signing and submitting this form, the certifying party is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the certifying party knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Florida Fish and Wildlife Conservation Commission (FWC) or agencies with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The certifying party shall provide immediate written notice to the person to which this contract is submitted if at any time the certifying party learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this contract is submitted for assistance in obtaining a copy of those regulations.
5. The certifying party agrees by submitting this contract that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier contract, or other covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the FWC or agency with which this transaction originated.
6. The certifying party further agrees by executing this contract that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary exclusion-Lower Tier Covered Transaction," without modification, in all contracts or lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List (Telephone No. (202) 501-4740 or (202) 501-4873.)
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the FWC or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

**LABELLE FIRE STATION RENOVATION**  
**6 - GENERAL CONDITIONS**  
**BID NO. 2017-03**

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1. Definitions
2. Additional Instructions and Detail Drawings
3. Schedules, Reports and Records
4. Drawings and Specifications
5. Shop Drawings
6. Materials, Services and Facilities
7. Inspection and Testing
8. Substitutions
9. Patents
10. Surveys, Permits and Regulations
11. Protection of Work, Property and Persons
12. Supervision by Contractor
13. Changes in the Work
14. Changes in the Contract Price
15. Time for Completion and Liquidated Damages
16. Correction of Work
17. Subsurface Conditions
18. Suspension of Work, Termination and Delay
19. Payments to Contractor
20. Acceptance of Final Payments as Release
21. Insurance
22. Contract Security
23. Assignments
24. Indemnification
25. Separate Contracts
26. Subcontracting
27. Engineer's Authority
28. Land and Rights of Way
29. Guarantee

**1. DEFINITIONS**

1.1 Wherever used in the BID and CONTRACT DOCUMENTS, the following terms shall have the meanings indicated which shall be applicable to both the singular and the plural thereof:

1.2 ADDENDA: Written or graphic instruments issued prior to the execution of the Contract which modify or interpret the CONTRACT DOCUMENTS, DRAWINGS and SPECIFICATIONS, by additions, deletions, clarifications or corrections.

1.3 BID: The offer or proposal of the BIDDER submitted on the prescribed form setting forth the prices for the WORK to be performed.

1.4 BID DOCUMENTS: The Request for Bid and associated plans, specifications, forms, information, and addenda or other revision thereto provided to BIDDER by OWNER, which form the basis of respondent's BID, Bid and Bid Bond or other security.

1.5 BIDDER: Any person, firm or corporation submitting a BID for the WORK.

- 1.6 BONDS: Bid, Performance and Payment Bonds and other instruments of security, furnished by the CONTRACTOR and his surety in accordance with the BID and CONTRACT DOCUMENTS.
- 1.7 CHANGE ORDER: A written order to the CONTRACTOR authorizing an addition, deletion or revision in the WORK within the general scope of the CONTRACT DOCUMENTS, or authorizing an adjustment in the CONTRACT PRICE or CONTRACT TIME.
- 1.8 CONTRACT DOCUMENTS: The CONTRACT, including Advertisement for Bids, Information for Bidders, BID, Bid Bond, Contract, Payment Bond, Performance Bond, NOTICE OF AWARD, NOTICE TO PROCEED, CHANGE ORDER, DRAWINGS, SPECIFICATIONS and ADDENDA.
- 1.9 CONTRACT PRICE: The total monies payable to the CONTRACTOR under the terms and conditions of the CONTRACT DOCUMENTS.
- 1.10 CONTRACT TIME: The number of calendar days stated in the CONTRACT DOCUMENTS for the completion of the WORK.
- 1.11 CONTRACTOR: The person, firm or corporation with whom the OWNER has executed the Contract.
- 1.12 DRAWINGS: The part of the CONTRACT prepared or approved by the ENGINEER.
- 1.13 ENGINEER: The person, firm, or corporation named as such in the CONTRACT DOCUMENTS.
- 1.14 FIELD ORDER: A written order effecting a change in the WORK not involving an adjustment in the CONTRACT PRICE or an extension of the CONTRACT TIME, issued by the ENGINEER to the CONTRACTOR during construction.
- 1.15 NOTICE OF AWARD: The written notice of the acceptance of the BID from the OWNER to the successful BIDDER.
- 1.16 NOTICE TO PROCEED: Written communication issued by the OWNER to the CONTRACTOR authorizing him to proceed with the WORK and establishing the date of commencement of the WORK.
- 1.17 OWNER: A public or quasi-public body or authority, corporation, association, partnership or individual for whom the WORK is to be performed.
- 1.18 PROJECT: The undertaking to be performed as provided in the CONTRACT DOCUMENTS.
- 1.19 RESIDENT PROJECT REPRESENTATIVE: The authorized representative of the OWNER who is assigned to the PROJECT site or any part thereof.
- 1.20 SHOP DRAWINGS: All drawings, diagrams, illustrations, brochures, schedules and other data which are prepared by the CONTRACTOR, a SUBCONTRACTOR, MANUFACTURER, SUPPLIER or DISTRIBUTOR, which illustrate how specific portions of the WORK shall be fabricated or installed.
- 1.21 SPECIFICATIONS: A part of the CONTRACT DOCUMENTS consisting of written descriptions of a technical nature of materials, equipment, construction systems, standards and workmanship.
- 1.22 SUBCONTRACTOR: An individual, firm or corporation having a direct contract with the CONTRACTOR or with any other SUBCONTRACTOR for the performance of a part of the Work at the site.
- 1.23 SUBSTANTIAL COMPLETION: That date as certified by the ENGINEER when the construction of the PROJECT or a specified part thereof is sufficiently completed, in accordance with the CONTRACT DOCUMENTS, so that the PROJECT or specified part can be utilized for the purposes for which it is intended.
- 1.24 SUPPLEMENTAL GENERAL CONDITIONS: Modifications to General Conditions required by a Federal Agency for participation in the PROJECT and approved by the Agency in writing prior to inclusion in the CONTRACT DOCUMENTS, or such requirements that may be imposed by applicable state laws.

1.25 SUPPLIER: Any person or organization who supplies materials or equipment for the WORK, including that fabricated to a special design, but who does not perform labor at the site.

1.26 WORK: All labor necessary to produce the construction required by the CONTRACT DOCUMENTS, and all materials and equipment incorporated or to be incorporated in the PROJECT.

1.27 WRITTEN NOTICE: Any notice to any party to the Contract relative to any part of this Contract in writing and considered delivered and the service thereof completed, when posted by certified or registered mail to the said party at his last given address, or delivered in person to said party or his authorized representative on the WORK.

## **2. ADDITIONAL INSTRUCTIONS AND DETAIL DRAWINGS**

2.1 The CONTRACTOR may be furnished additional instructions and detail drawings by the ENGINEER, as necessary to carry out the WORK required by the CONTRACT DOCUMENTS.

2.2 The additional drawings and instruction thus supplied will become a part of the CONTRACT DOCUMENTS. The CONTRACTOR shall carry out the WORK in accordance with the additional detail drawings and instructions.

## **3. SCHEDULES, REPORTS AND RECORDS**

3.1 The CONTRACTOR shall submit to the OWNER such schedule of quantities and costs, progress schedules, payrolls, reports, estimates, records and other data where applicable as are required by the CONTRACT DOCUMENTS for the WORK to be performed.

3.2 Prior to the first partial payment estimate the CONTRACTOR shall submit construction progress schedules showing the order in which he proposes to carry on the WORK, including dates at which he will start the various parts of the WORK, estimated date of completion of each part and, as applicable;

3.2.1 The dates at which special detail drawings will be required; and

3.2.2 Respective dates for submission of SHOP DRAWINGS, the beginning of manufacture, the testing and installation of materials, supplies and equipment.

3.3 The CONTRACTOR shall also submit a schedule of payments that he anticipates he will earn during the course of the WORK.

## **4. DRAWINGS AND SPECIFICATIONS**

4.1 The intent of the DRAWINGS and SPECIFICATIONS is that the CONTRACTOR shall furnish all labor, materials, tools, equipment and transportation necessary for the proper execution of the WORK in accordance with the CONTRACT DOCUMENTS and all incidental WORK necessary to complete the PROJECT in an acceptable manner, ready for use, occupancy or operation by the OWNER.

4.2 In case of conflict between the DRAWINGS and SPECIFICATIONS, the SPECIFICATIONS shall govern. Figure dimensions on DRAWINGS shall govern over scale dimensions, and detailed DRAWINGS shall govern over general DRAWINGS.

4.3 Any discrepancies found between the DRAWINGS and SPECIFICATIONS and site conditions or any inconsistencies or ambiguities in the DRAWINGS or SPECIFICATIONS shall be immediately reported to the ENGINEER, in writing, *prior to the cutoff date for questions before bid submission*, who shall promptly correct such inconsistencies or ambiguities in writing. WORK done by the CONTRACTOR after his discovery of such discrepancies, inconsistencies or ambiguities shall be done at the CONTRACTOR'S risk.

## **5. SHOP DRAWINGS**

5.1 The CONTRACTOR shall provide SHOP DRAWINGS as may be necessary for the prosecution of the WORK as required by the CONTRACT DOCUMENTS. The ENGINEER shall promptly review all SHOP DRAWINGS. The

ENGINEER'S approval of any SHOP DRAWING shall not release the CONTRACTOR from responsibility for deviations from the SHOP DRAWINGS. The approval of any SHOP DRAWING, which substantially deviates from the requirement of the CONTRACT DOCUMENTS shall be evidenced by a CHANGE ORDER.

5.2 When submitted for the ENGINEER'S review, SHOP DRAWINGS shall bear the CONTRACTOR'S certification that he has reviewed, checked and approved the SHOP DRAWINGS and that they are in conformance with the requirements of the CONTRACT DOCUMENTS.

5.3 Portions of the WORK requiring a SHOP DRAWING or sample submission shall not begin until the SHOP DRAWING or submission has been approved by the ENGINEER. A copy of each approved SHOP DRAWING and each approved sample shall be kept in good order by the CONTRACTOR at the site and shall be available to the ENGINEER.

## **6. MATERIALS, SERVICES AND FACILITIES**

6.1 It is understood that, except as otherwise specifically stated in the CONTRACT DOCUMENTS, the CONTRACTOR shall provide and pay for all materials, labor, tools, equipment, water, light, power, transportation, supervision and temporary construction of any nature whatsoever necessary to execute, complete and deliver the WORK within the specified time.

6.2 Materials and equipment shall be so stored as to ensure the preservation of their quality and fitness for the WORK. Stored materials and equipment to be incorporated in the WORK shall be located so as to facilitate prompt inspection.

6.3 Manufactured articles, materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned as directed by the manufacturer.

6.4 Materials, supplies and equipment shall be in accordance with samples submitted by the CONTRACTOR and approved by the ENGINEER.

6.5 Materials, supplies or equipment to be incorporated into the WORK shall not be purchased by the CONTRACTOR or the SUBCONTRACTOR subject to a chattel mortgage or under a conditional sale contract or other agreement by which an interest is retained by the seller.

## **7 INSPECTION AND TESTING**

7.1 All materials and equipment used in the construction of the PROJECT shall be subject to adequate inspection and testing in accordance with generally accepted standards, as required and defined in the CONTRACT DOCUMENTS.

7.2 The OWNER shall provide all inspection and testing services not required by the CONTRACT DOCUMENTS.

7.3 The CONTRACTOR shall provide at his expense the testing and inspection services required by the CONTRACT DOCUMENTS.

7.4 If the CONTRACT DOCUMENTS, laws, ordinances, rules, regulations or orders of any public authority having jurisdiction require any WORK to specifically be inspected, tested or approved by someone other than the CONTRACTOR, the CONTRACTOR will give the ENGINEER timely notice of readiness. The CONTRACTOR will then furnish the ENGINEER the required certificates of inspection, testing or approval.

7.5 Inspections, tests or approvals by the ENGINEER or others shall not relieve the CONTRACTOR from his obligations to perform the WORK in accordance with the requirements of the CONTRACT DOCUMENTS.

7.6 The ENGINEER and his representatives will at all times have access to the WORK. In addition, authorized representatives and agents of any participating Federal or State Agency shall be permitted to inspect all WORK, materials, payrolls, records of personnel, invoices of materials, and other relevant data and records. The CONTRACTOR will provide proper facilities for such access and observation of the WORK and also for any inspection, or testing thereof.

7.7 If any WORK is covered contrary to the written instructions of the ENGINEER it must, if requested by the ENGINEER, be uncovered for his observation and replaced at the CONTRACTOR'S expense.

7.8 If the ENGINEER considers it necessary or advisable that covered WORK be inspected or tested by others, the CONTRACTOR, at the ENGINEER'S request, will uncover, expose or otherwise make available for observation, inspection or testing as the ENGINEER may require, that portion of the WORK in question, furnishing all necessary labor, materials tools and equipment. If it is found that such WORK is defective, the CONTRACTOR will bear all the expenses of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction. If, however, such WORK is not found to be defective, the CONTRACTOR will be allowed an increase in the CONTRACT PRICE or an extension of the CONTRACT TIME, or both, directly attributable to such uncovering, exposure, observation, inspection, testing and reconstruction and an appropriate CHANGE ORDER shall be issued.

## **8 SUBSTITUTIONS**

8.1 Whenever a material, article or piece of equipment is identified on the DRAWINGS or SPECIFICATIONS by reference to brand name or catalogue number, it shall be understood that this is referenced for the purpose of defining the performance or other salient requirements and that other products of equal capacities, quality and function shall be considered. The CONTRACTOR may recommend the substitution of a material, article or piece of equipment of equal substance and function for those referred to in the CONTRACT DOCUMENTS by reference to brand name or catalogue number, and if, in the opinion of the ENGINEER, such material, article or piece of equipment is of equal substance and function to that specified, the ENGINEER may approve its substitution and use by the CONTRACTOR. Any cost differential shall be deductible from the CONTRACT PRICE and the CONTRACT DOCUMENTS shall be appropriately modified by CHANGE ORDER. The CONTRACTOR warrants that if substitutes are approved, no major changes in the function or general design of the PROJECT will result. Incidental changes or extra component parts required to accommodate the substitute will be made by the CONTRACTOR without a change in the CONTRACT PRICE or CONTRACT TIME.

## **9 PATENTS**

9.1 The CONTRACTOR shall pay all applicable royalties and license fees. He shall defend all suits or claims for infringement of any patent rights and save the OWNER harmless from loss on account thereof, except that the OWNER shall be responsible for any such loss when a particular process, design or the product of a particular manufacturer or manufacturers is specified, however, if the CONTRACTOR has reason to believe that the design, process or product specified is an infringement of a patent, he shall be responsible for such loss unless he promptly gives such information to the ENGINEER.

## **10 SURVEYS, PERMITS, REGULATIONS**

10.1 If applicable, the OWNER shall furnish necessary surveys together with a suitable number of bench marks adjacent to the WORK as shown in the CONTRACT DOCUMENTS. From the information provided by the OWNER, unless otherwise specified in the CONTRACT DOCUMENTS, the CONTRACTOR shall develop and make all detail surveys needed for construction such as slope stakes, batter boards, stakes for pile locations and other working points, lines, elevations and cut sheets.

10.2 The CONTRACTOR shall carefully preserve bench marks, reference points and stakes and, in case of willful or careless destruction, he shall be charged with the resulting expense and shall be responsible for any mistakes that may be caused by their unnecessary loss or disturbance.

10.3 Permits and licenses of a temporary nature necessary for the prosecution of the WORK shall be secured and paid for by the CONTRACTOR unless otherwise stated in the SUPPLEMENTAL GENERAL CONDITIONS. Permits, licenses and easements for permanent structures or permanent changes in existing facilities shall be secured and paid for by the OWNER unless otherwise specified. The CONTRACTOR shall give all notices and comply with all laws, ordinances, rules and regulations bearing on the conduct of the WORK as drawn and specified. If the CONTRACTOR observes that the CONTRACT DOCUMENTS are at variance therewith, he shall promptly notify the ENGINEER in writing, and any necessary changes shall be adjusted as provided in Section 13, CHANGES IN THE WORK.

## **11 PROTECTION OF WORK, PROPERTY AND PERSONS**

11.1 The CONTRACTOR will be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the WORK. He will take all necessary precautions for the safety of, and will provide the necessary protection to prevent damage, injury or loss to all employees on the WORK and other persons who may be affected thereby, all

the WORK and all materials or equipment to be incorporated therein, whether in storage on or off the site, and other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

11.2 The CONTRACTOR will comply with all applicable laws, ordinances, rules, regulations and orders of any public body having jurisdiction. He will erect and maintain, as required by the conditions and progress of the WORK, all necessary safeguards for safety and protection. He will notify owners of adjacent utilities when prosecution of the WORK may affect them. The CONTRACTOR will remedy all damage, injury or loss to any property caused directly or indirectly, in whole or in part, by the CONTRACTOR, any SUBCONTRACTOR or anyone directly or indirectly employed by any of them or anyone for whose acts any of them be liable, except damage or loss attributable to the fault of the CONTRACT DOCUMENTS or to the acts or omissions of the OWNER or the ENGINEER or anyone employed by either of them or anyone for whose acts either of them may be liable, and not attributable. directly or indirectly, in whole or in part, to the fault or negligence of the CONTRACTOR.

11.3 In emergencies affecting the safety of persons or the WORK or property at the site or adjacent thereto, the CONTRACTOR, without special instruction or authorization from the ENGINEER or OWNER, shall act to prevent threatened damage, injury or loss. He will give the ENGINEER prompt WRITTEN NOTICE of any significant changes in the WORK or deviations from the CONTRACT DOCUMENTS caused thereby, and a CHANGE ORDER shall thereupon be issued covering the changes and deviations involved.

## **12 SUPERVISION BY CONTRACTOR**

12.1 The CONTRACTOR will supervise and direct the WORK. He will be solely responsible for the means, methods, techniques, sequences and procedures of construction. The CONTRACTOR will employ and maintain on the WORK a qualified supervisor or superintendent who shall have been designated in writing by the CONTRACTOR as the CONTRACTOR'S representative at the site. The supervisor shall have full authority to act on behalf of the CONTRACTOR and all communications given to the supervisor shall be as binding as if given to the CONTRACTOR. The supervisor shall be present on the site at all times as required to perform adequate supervision and coordination of the WORK.

## **13 CHANGES IN THE WORK**

13.1 The OWNER may at any time, as the need arises, order changes within the scope of the WORK without invalidating the Contract. If such changes increase or decrease the amount due under the CONTRACT DOCUMENTS, or in the time required for performance of the WORK, an equitable adjustment shall be authorized by CHANGE ORDER.

13.2 The ENGINEER also, may at any time, by issuing a FIELD ORDER, make changes in the details of the WORK. The CONTRACTOR shall proceed with the performance of any changes in the WORK so ordered by the ENGINEER unless the CONTRACTOR believes that such FIELD ORDER entitles him to a change in CONTRACT PRICE or TIME, or both, in which event he shall give the ENGINEER WRITTEN NOTICE thereof within seven (7) days after the receipt of the ordered change. Thereafter the CONTRACTOR shall document the basis for the change in the CONTRACT PRICE or TIME within thirty (30) days. The CONTRACTOR shall not execute such changes pending the receipt of an executed CHANGE ORDER or further instruction from the OWNER.

## **14 CHANGES IN CONTRACT PRICE**

14.1 The CONTRACT PRICE may be changed only by a written CHANGE ORDER. The value of any WORK covered by a CHANGE ORDER or of any claim for increase or decrease in the CONTRACT PRICE shall be determined by one or more of the following methods in the order of precedence listed below:

- a. Unit prices previously approved
- b. An agreed lump sum
- c. The actual cost for labor, directed overhead, materials, supplies, equipment and other services necessary to complete the WORK. In addition there shall be added an amount to be agreed upon but not to exceed fifteen (15) percent of the actual cost of the WORK to cover the cost of general overhead and profit.

## **15. COMMENCEMENT, TIME FOR COMPLETION AND LIQUIDATED DAMAGES**

15.1 All time limitations stated in the Contract Documents are of the essence of the Contract.

15.2 The date of beginning and the time for completion of the WORK are essential conditions of the CONTRACT DOCUMENTS and the WORK embraced shall be commenced on the thirtieth (30) day after the day on which the executed Contract is delivered by OWNER to CONTRACTOR; or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed or if not specified therein within fifteen (15) consecutive calendar days after issuance of the Notice to Proceed.

15.3 The Contract Time may only be changed by written Change Order.

15.4 The CONTRACTOR will proceed with the WORK at such rate of progress to insure full completion within the CONTRACT TIME. It is expressly understood and agreed by and between the CONTRACTOR and the OWNER, that the CONTRACT TIME for the completion of the WORK described herein is a reasonable time, taking into consideration the average climatic and economic conditions and other factors prevailing in the locality of the WORK.

15.5 If the CONTRACTOR shall fail to complete the WORK within the CONTRACT TIME, or extension of time granted by the OWNER, then the CONTRACTOR will pay to the OWNER the amount for liquidated damages as specified below for each calendar day that the CONTRACTOR shall be in default after the time stipulated in the CONTRACT DOCUMENTS:

<u>Original Contract Amount</u>	<u>Daily Charge per Calendar Day</u>
\$50,000 and under .....	\$763
Over \$50,000 but less than \$250,000 .....	\$958
\$250,000 but less than \$500,000 .....	\$1,099
\$500,000 but less than \$2,500,000 .....	\$1,584
\$2,500,000 but less than \$5,000,000 .....	\$2,811
\$5,000,000 but less than \$10,000,000 .....	\$3,645
\$10,000,000 but less than \$15,000,000 .....	\$4,217
\$15,000,000 but less than \$20,000,000 .....	\$4,698
\$20,000,000 and over .....	\$6,323 plus 0.00005 of any amount over \$20 million

For all contracts, regardless of whether the contract time is stipulated in calendar days, the ENGINEER will count days in calendar days. If the CONTRACTOR or, in the case of CONTRACTOR’S default, the surety fails to complete the WORK within the time stipulated in the CONTRACT, or within such extra time that the OWNER may have granted the CONTRACTOR or, in the case of CONTRACTOR’S default, the surety shall pay to the OWNER liquidated damages according to the above schedule for each calendar day in which the WORK is not completed. The OWNER has the right to apply, as payment on such liquidated damages, any money the OWNER owes the CONTRACTOR. The OWNER does not waive its right to liquidated damages due under the CONTRACT by allowing the CONTRACTOR to continue and finish the WORK, or any part of it, after the expiration of the Contract Time including granted time extensions.

15.6 The CONTRACTOR shall not be charged with liquidated damages or any excess cost when the delay in completion of the WORK is due to the following, and the CONTRACTOR has promptly given WRITTEN NOTICE of such delay to the OWNER or ENGINEER:

15.6.1 To any preference, priority or allocation order duly issued by the OWNER.

15.6.2 To unforeseeable causes beyond the control and without the fault or negligence of the CONTRACTOR, including but not restricted to, acts of God, or of the public enemy, acts of the OWNER, acts of another CONTRACTOR in the performance of a CONTRACT with the OWNER, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes and abnormal and unforeseeable weather.

15.6.3 To any delays of SUBCONTRACTORS occasioned by any of the causes specified in paragraphs 15.6.1 and 15.6.2 of this article.

**16. REJECTION AND CORRECTION OF WORK**

16.1 OWNER or its Engineer has the authority to disapprove or reject defective work.

16.2 The CONTRACTOR shall promptly remove from the premises all WORK rejected by the ENGINEER for failure to comply with the CONTRACT DOCUMENTS, whether incorporated in the construction or not, and the CONTRACTOR shall promptly replace and re-execute the WORK in accordance with the CONTRACT DOCUMENTS and without expense to the OWNER and shall bear the expense of making good all WORK of other CONTRACTORS destroyed or damaged by such removal or replacement.

16.3 All removal and replacement WORK shall be done at the CONTRACTOR'S expense. If the CONTRACTOR does not take action to remove such rejected WORK within ten (10) days after receipt of WRITTEN NOTICE, the OWNER may remove such WORK and store the materials at the expense of the CONTRACTOR.

## **17. SUBSURFACE CONDITIONS**

17.1 The CONTRACTOR shall promptly, and before such conditions are disturbed, except in the event of an emergency, notify the OWNER by WRITTEN NOTICE, of the following:

17.1.1 Subsurface or latent physical conditions on the site differing materially from those indicated in the CONTRACT DOCUMENTS; and

17.1.2 Unknown physical conditions at the site, of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in WORK of the character provided for in the CONTRACT DOCUMENTS.

17.2 The OWNER shall promptly investigate the conditions, and if OWNER finds that such conditions do so materially differ and cause an increase or decrease in the cost of, or in the time required for, performance of the WORK, and equitable adjustment shall be made and the CONTRACT DOCUMENTS shall be modified by a CHANGE ORDER. Any claim of the CONTRACTOR for adjustment hereunder shall not be allowed unless CONTRACTOR has given the required WRITTEN NOTICE; provided that the OWNER may, if OWNER determines the facts so justify, consider and adjust any such claims asserted before the date of final payment.

## **18. SUSPENSION OF WORK, TERMINATION AND DELAY**

18.1 The OWNER may suspend the WORK or any portion thereof for a period of not more than ninety (90) days or such further time as agreed upon by the CONTRACTOR by WRITTEN NOTICE to the CONTRACTOR and the ENGINEER which notice shall fix the date on which WORK shall be resumed. The CONTRACTOR will resume that WORK on the date so fixed. The CONTRACTOR will be allowed an increase in the CONTRACT PRICE or an extension of the CONTRACT TIME, or both, directly attributable to any suspension.

18.2 If the CONTRACTOR is adjudged as bankrupt or insolvent, or if CONTRACTOR makes a general assignment for the benefit of CONTRACTOR'S creditors, or if a trustee or receiver is appointed for the CONTRACTOR or for any of CONTRACTOR'S property, or if CONTRACTOR files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or applicable laws, or if CONTRACTOR repeatedly fails to supply sufficient skilled workmen or suitable materials or equipment, or if CONTRACTOR repeatedly fails to make prompt payments to SUBCONTRACTORS or for labor, materials or equipment or if CONTRACTOR disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction of the WORK or if CONTRACTOR disregards the authority of the ENGINEER, or if CONTRACTOR otherwise violates any provision of the CONTRACT DOCUMENTS, then the OWNER may, without prejudice to any other right or remedy and after giving the CONTRACTOR and CONTRACTOR'S surety a minimum of ten (10) days from delivery of a WRITTEN NOTICE, terminate the services of the CONTRACTOR and take possession of the PROJECT, and of all materials, equipment, tools, construction equipment and machinery, thereon owned by the CONTRACTOR, and finish the WORK by whatever method OWNER may deem expedient. In such case the CONTRACTOR shall not be entitled to receive any further payment until the WORK is finished. If the unpaid balance of the CONTRACT PRICE exceeds the direct and indirect costs of completing the PROJECT, including compensation for additional professional services, such excess SHALL BE PAID TO THE CONTRACTOR. If such costs exceed such unpaid balance, the CONTRACTOR will pay the difference to the OWNER. Such costs incurred by the OWNER will be determined by the ENGINEER and incorporated in a CHANGE ORDER.

18.3 Where the CONTRACTOR'S services have been so terminated by the OWNER, said termination shall not affect any right of the OWNER against the CONTRACTOR then existing or which may thereafter accrue. Any retention or payment of monies by the OWNER due the CONTRACTOR will not release the CONTRACTOR from compliance with the CONTRACT DOCUMENTS.

18.4 After ten (10) days from delivery of a WRITTEN NOTICE to the CONTRACTOR and the ENGINEER, the OWNER may, without cause and without prejudice to any other right or remedy, elect to abandon the PROJECT and terminate the CONTRACT. In such case, the CONTRACTOR shall be paid for all WORK executed and any expense sustained plus reasonable profit.

18.5 If through no act or fault of the CONTRACTOR, the WORK is suspended for a period of more than ninety (90) days by the OWNER or under an order of court or other public authority, or the ENGINEER fails to act on any request for payment within thirty (30) days after it is submitted or the OWNER fails to pay the CONTRACTOR substantially the sum approved by the ENGINEER, then the CONTRACTOR may, after ten (10) days from delivery of a WRITTEN NOTICE to the OWNER and the ENGINEER, terminate the CONTRACT and recover from the OWNER payment for all WORK executed and all expenses sustained. In addition and in lieu of terminating the CONTRACT, if the ENGINEER has failed to act on a request for payment or if the OWNER has failed to make any payment as aforesaid, the CONTRACTOR may upon ten (10) days WRITTEN NOTICE to the OWNER and the ENGINEER stop the WORK until he has been paid all amounts then due, in which event and upon resumption of the WORK, CHANGE ORDERS shall be issued for adjusting the CONTRACT PRICE or extending the CONTRACT TIME or both to compensate for the costs and delays attributable to the stoppage of the work.

18.6 If the performance of all or any portion of the WORK is suspended, delayed or interrupted as a result of a failure of the OWNER or ENGINEER to act within the time specified in the CONTRACT DOCUMENTS, or if no time is specified, within a reasonable time, an adjustment in the CONTRACT PRICE or an extension of the CONTRACT TIME, or both, shall be made by CHANGE ORDER to compensate the CONTRACTOR for the costs and delays necessarily caused by the failure of the OWNER or ENGINEER.

## **19. PAYMENTS TO CONTRACTOR**

19.1 At least ten (10) days before each progress payment falls due (but not more than once a month), the CONTRACTOR will submit to the ENGINEER a partial payment estimate filled out and signed by the CONTRACTOR covering the WORK performed during the period covered by the partial payment estimate and supported by such data as the ENGINEER may reasonably require. If payment is requested on the basis of materials and equipment not incorporated in the WORK but delivered and suitably stored at or near the site, the partial payment estimate shall also be accompanied by such supporting data, satisfactory to the OWNER'S title to the material and equipment and protect his interest therein, including applicable insurance. The ENGINEER will, within ten (10) days after receipt of each partial payment estimate, either indicate in writing his approval of payment and present the partial payment estimate to the OWNER, or return the partial payment estimate to the CONTRACTOR indicating in writing his reasons for refusing to approve payment. In the latter case, the CONTRACTOR may make the necessary corrections and resubmit the partial payment estimate. The OWNER will, within ten (10) days of presentation to OWNER of an approved partial payment estimate, pay the CONTRACTOR a progress payment on the basis of the approved partial payment estimate. The OWNER shall retain ten (10) percent of the amount of each payment until final completion and acceptance of all WORK covered by the CONTRACT DOCUMENTS. On completion and acceptance of a part of the WORK on which the price is stated separately in the CONTRACT DOCUMENTS, payment may be made in full, including retained percentages, less authorized deductions.

19.2 The request for payment may also include an allowance for the cost of such major materials and equipment which are suitably stored at or near the site.

19.3 Prior to SUBSTANTIAL COMPLETION, the OWNER with the approval of the ENGINEER and with the concurrence of the CONTRACTOR, may use any completed or substantially completed portions of the WORK. Such use shall not constitute an acceptance of such portions of the WORK.

19.4 The OWNER shall have the right to enter the premises for the purpose of doing WORK not covered by the CONTRACT DOCUMENTS. This provision shall not be construed as relieving the CONTRACTOR of the sole responsibility for the care and protection of the WORK, or the restoration of any damaged WORK except such as may be

caused by agents or employees of the OWNER.

19.5 Upon completion and acceptance of the WORK, the ENGINEER shall issue a certificate attached to the final payment request that the WORK has been accepted by him under the conditions of the CONTRACT DOCUMENTS. The entire balance found to be due the CONTRACTOR, including the retained percentages, but except such sums as may be lawfully retained by the OWNER, shall be paid to the CONTRACTOR within thirty (30) days of completion and acceptance of the WORK.

19.6 The CONTRACTOR will indemnify and save the OWNER or the OWNER'S agents harmless from all claims growing out of the lawful demands of SUBCONTRACTORS, laborers, workmen, mechanics, material men, and furnishers of machinery and parts thereof, equipment, tools, and all supplies, incurred in the furtherance of the performance of the WORK. The CONTRACTOR shall, at the OWNER'S request, furnish satisfactory evidence that all obligations of the nature designated above have been paid, discharged or waived. If the CONTRACTOR fails to do so, the OWNER may, after having notified the CONTRACTOR, either pay unpaid bills or withhold from the CONTRACTOR'S unpaid compensation a sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged whereupon payment to the CONTRACTOR shall be resumed, in accordance, with the terms of the CONTRACT DOCUMENTS, but in no event shall the provisions of this sentence be construed to impose any obligations upon the OWNER to either the CONTRACTOR, his surety, or any third party. In paying any unpaid bills of the CONTRACTOR, any payment so made by the OWNER shall be considered as a payment made under the CONTRACT DOCUMENTS by the OWNER to the CONTRACTOR and the OWNER shall not be liable to the CONTRACTOR for any such payments made in good faith.

## **20. ACCEPTANCE OF FINAL PAYMENT AS RELEASE**

20.1 The acceptance by the CONTRACTOR of final payment shall be and shall operate as a release to the OWNER of all claims and all liability to the CONTRACTOR other than claims in stated amounts as may be specifically excepted by the CONTRACTOR for things done or furnished in connection with this WORK and for every act and neglect of the OWNER and others relating to or arising out of this WORK. Any payment, however, final or otherwise, shall not release the CONTRACTOR or his sureties from any obligations under the CONTRACT DOCUMENTS or the PERFORMANCE BOND and PAYMENT BONDS.

## **21. INSURANCE**

21.1 The CONTRACTOR shall purchase and maintain such insurance as will protect CONTRACTOR from claims set forth below which may arise out of or result from the CONTRACTOR'S execution of the WORK, whether such execution be by CONTRACTOR or by any SUBCONTRACTOR or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

21.1.1 Claims under worker's compensation, disability benefit and other similar employee benefit acts.

21.1.2 Claims for damages because of bodily injury, occupational sickness or disease, or death of CONTRACTOR'S employees;

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

21.1.4 Claims for damages insured by usual personal injury liability coverage which are sustained (1) by any person as a result of an offense directly or indirectly related to the employment of such person by the CONTRACTOR, or (2) by any other person; and

21.1.5 Claims for damages because of injury to or destruction of tangible property, including loss of use resulting therefrom.

21.2 Certificates of Insurance acceptable to the OWNER shall be filed with the OWNER prior to commencement of the WORK. These certificates shall contain a provision that coverages afforded under the policies will not be cancelled unless at least thirty (30) days prior WRITTEN NOTICE has been given to the OWNER.

21.3 The CONTRACTOR shall procure and maintain, at CONTRACTOR'S own expense, during the CONTRACT TIME, liability insurance as hereinafter specified.

21.3.1 CONTRACTOR'S General Public Liability and Property Damage Insurance including vehicle coverage issued to the CONTRACTOR and protecting him from all claims for personal injury, including death, and all claims for destruction of or damage to property, arising out of or in connection with any operations under the CONTRACT DOCUMENTS, whether such operations be by himself or by any SUBCONTRACTOR under him, or anyone directly or indirectly employed by the CONTRACTOR or by a SUBCONTRACTOR under him. Insurance shall be written with a limit of liability of not less than, \$1,000,000.00 per for all damages arising out of bodily injury, including death, at any time resulting therefrom, sustained by any one person in any one accident; and a limit of liability of not less than \$1,000,000.00 aggregate for any such damages sustained by two or more persons in any one accident. Insurance shall be written with a limit of liability of not less than \$1,000,000.00 for all property damage sustained by any one person in any one accident; and a limit of liability of not less than \$1,000,000.00 aggregate for any such damage sustained by two or more persons in any one accident.

21.3.2 The CONTRACTOR shall acquire and maintain, if applicable, Fire and Extended Coverage Insurance upon the PROJECT to the full insurable value thereof for the benefit of the OWNER, the CONTRACTOR and SUBCONTRACTOR as their interest may appear. This provision shall in no way release the CONTRACTOR or CONTRACTOR'S surety from obligations under the CONTRACT DOCUMENTS to fully complete this project.

21.4 The CONTRACTOR shall procure and maintain at his own expense, during the CONTRACT TIME, in accordance with the provisions of the laws of the state in which the WORK is performed, Workmen's Compensation Insurance, including occupational disease provisions, for all of his employees at the site of the PROJECT and in case any WORK is sublet, the CONTRACTOR shall require such SUBCONTRACTOR similarly to provide Workmen's Compensation Insurance, including occupational disease provisions for all of the latter's employees unless such employees are covered by the protection afforded by the CONTRACTOR. In case any class of employees engaged in hazardous work under this contract at the site of the PROJECT is not protected by Workmen's Compensation statute, the CONTRACTOR shall provide, and shall cause each SUBCONTRACTOR to provide, adequate and suitable insurance for the protection of his employees not otherwise protected.

21.5 The CONTRACTOR shall secure "All Risk" type Builder's Risk Insurance for WORK to be performed, if applicable. Unless specifically authorized by the OWNER, the amount of such insurance shall not be less than the CONTRACT PRICE totaled in the BID. The policy shall cover not less than the losses due to fire, explosion, hail, lightning, vandalism, malicious mischief, wind, collapse, riot, aircraft and smoke during the CONTRACT TIME, and until the WORK is accepted by the OWNER. Likewise, the CONTRACTOR shall secure "Completed Operations" coverage having policy limits equal to the CONTRACT PRICE totaled in the BID. All policies shall name as the insured the CONTRACTOR, the ENGINEER, and the OWNER.

## **22. CONTRACT SECURITY**

22.1 The CONTRACTOR shall within ten (10) days after the receipt of the NOTICE OF AWARD furnish the OWNER with a Performance Bond and a Payment Bond in penal sums equal to the amount of the CONTRACT PRICE, conditioned upon the performance by the CONTRACTOR of all undertakings, covenants, terms, conditions and agreements of the CONTRACT DOCUMENTS, and upon the prompt payment by the CONTRACTOR to all persons supplying labor and materials in the prosecution of the WORK provided by the CONTRACT DOCUMENTS. Such BONDS shall be executed by the CONTRACTOR and a corporate bonding company licensed to transact such business in the state in which the WORK is to be performed and named on the current list of "Surety Companies Acceptable on Federal Bonds" as published in the Treasury Department Circular Number 570. The expense of these BONDS shall be borne by the CONTRACTOR. If at any time a surety on any such BOND is declared a bankrupt or loses its right to do business in the state in which the WORK is to be performed or is removed from the list of Surety Companies accepted on Federal Bonds, CONTRACTOR shall within ten (10) days after notice from the OWNER to do so, substitute an acceptable BOND (or BONDS) in such form and sum and signed by such other surety or sureties as may be satisfactory to the OWNER. The premiums on such BOND shall be paid by the CONTRACTOR. No further payments shall be deemed due nor shall be made until the new surety or sureties shall have furnished an acceptable BOND to the OWNER.

## **23. ASSIGNMENTS**

23.1 Neither the CONTRACTOR nor the OWNER shall sell, transfer, assign or otherwise dispose of the CONTRACT or

any portion thereof or of their right, title or interest therein, or their obligations thereunder, without written consent of the other party.

## **24. INDEMNIFICATION**

24.1 The CONTRACTOR will indemnify and hold harmless the OWNER and the ENGINEER and their agents and employees from and against all claims, damages, losses and expenses including attorney's fees arising out of or resulting from the performance of the WORK, provided that any such claims, damage, loss or expense is attributable to bodily injury sickness, disease or death or to injury to or destruction of tangible property including the loss of use resulting there from; and is caused in whole or in part by any negligent or willful act or omission of the CONTRACTOR, and SUBCONTRACTOR, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.

24.2 In any and all claims against the OWNER or the ENGINEER, or any of their agents or employees, by any employee of the CONTRACTOR, any SUBCONTRACTOR, anyone directly or indirectly employed by any of them, and anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the CONTRACTOR or any SUBCONTRACTOR under workmen's compensation acts, disability benefits acts or other employee benefits acts.

24.3 The obligation of the CONTRACTOR under this paragraph shall not extend to the liability of the ENGINEER, his agents or employees arising out of the preparation or approval of maps, DRAWINGS, opinions, reports, surveys, CHANGE ORDERS, designs or specifications.

## **25. SEPARATE CONTRACTS**

25.1 The OWNER reserves the right to let other contracts in connection with this PROJECT. The CONTRACTOR shall afford other CONTRACTORS reasonable opportunity for the introduction and storage of their materials and the execution of their WORK, and shall properly connect and coordinate his WORK with theirs. If the proper execution or results of any part of the CONTRACTOR'S WORK depends upon the WORK of any other CONTRACTOR, the CONTRACTOR shall inspect and promptly report to the ENGINEER any defects in such WORK that render it unsuitable for such proper execution and results.

25.2 The OWNER may perform additional WORK related to the PROJECT by itself, or OWNER may let other contracts containing provisions similar to these. The CONTRACTOR will afford the other CONTRACTORS who are parties to such Contracts (or the OWNER, if OWNER is performing the additional WORK itself), reasonable opportunity for the introduction and storage of materials and equipment and the execution of WORK, and shall properly connect and coordinate OWNER'S WORK with theirs.

25.3 If the performance of additional WORK by other CONTRACTORS or the OWNER is not noted in the CONTRACT DOCUMENTS prior to the execution of the CONTRACT, written notice thereof shall be given to the CONTRACTOR prior to starting any such additional WORK. If the CONTRACTOR believes that the performance of such additional WORK by the OWNER or others results in additional expense to CONTRACTOR or entitles CONTRACTOR to an extension of the CONTRACT TIME, CONTRACTOR may make a claim therefore as provided in Sections 14 and 15.

## **26. SUBCONTRACTING**

26.1 The CONTRACTOR may utilize the services of specialty SUBCONTRACTORS on those parts of the WORK which, under normal contracting practices, are performed by specialty SUBCONTRACTORS.

26.2 The CONTRACTOR shall not award WORK to SUBCONTRACTOR(s), in excess of fifty (50%) percent of the CONTRACT PRICE, without prior written approval of the OWNER.

26.3 The CONTRACTOR shall be fully responsible to the OWNER for the acts and omissions of his SUBCONTRACTORS, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him.

26.4 The CONTRACTOR shall cause appropriate provisions to be inserted in all subcontracts relative to the WORK to bind SUBCONTRACTORS to the CONTRACTOR by the terms of the CONTRACT DOCUMENTS insofar as applicable

to the WORK of SUBCONTRACTORS and to give the CONTRACTOR the same power as regards terminating any subcontract that the OWNER may exercise over the CONTRACTOR under any provision of the CONTRACT DOCUMENTS.

26.5 Nothing contained in this CONTRACT shall create any contractual relation between any SUBCONTRACTOR and the OWNER.

## **27. ENGINEER'S AUTHORITY**

27.1 The ENGINEER shall act as the OWNER'S representative during the construction period. He shall decide questions which may arise as to quality and acceptability of materials furnished and WORK performed. He shall interpret the intent of the CONTRACT DOCUMENTS in a fair and unbiased manner. The ENGINEER will make visits to the site and determine if the WORK is proceeding in accordance with the CONTRACT DOCUMENTS.

27.2 The CONTRACTOR will be held strictly to the intent of the CONTRACT DOCUMENTS in regard to the quality of materials, workmanship and execution of the WORK. Inspections may be made at the factory or fabrication plant of the source of material supply.

27.3 The ENGINEER will not be responsible for construction means, controls, techniques, sequences, procedures or construction safety.

27.4 The ENGINEER shall promptly make decisions relative to interpretation of the CONTRACT DOCUMENTS.

## **28. LAND AND RIGHTS-OF-WAY**

28.1 Prior to issuance of NOTICE TO PROCEED, the OWNER shall obtain all land and rights-of-way necessary for carrying out and for the completion of the WORK to be performed pursuant to the CONTRACT DOCUMENTS, unless otherwise mutually agreed.

28.2 The OWNER shall provide to the CONTRACTOR information which delineates and describes the lands owned and rights-of-way acquired.

28.3 The CONTRACTOR shall provide at his own expense and without liability to the OWNER any additional land and access thereto that the CONTRACTOR may desire for temporary construction facilities, or for storage of materials.

## **29. GUARANTEE**

29.1 The CONTRACTOR shall guarantee all materials and equipment furnished and WORK performed for a period of one (1) year from the date of FINAL COMPLETION. The CONTRACTOR warrants and guarantees for a period of one (1) year from the date of FINAL COMPLETION of the system that the completed system is free from all defects due to faulty materials or workmanship and the CONTRACTOR shall promptly make such corrections as may be necessary by reason of such defects including the repairs of any damage to other parts of the system resulting from such defects. The OWNER will give notice of observed defects with reasonable promptness. In the event that the CONTRACTOR should fail to make such repairs, adjustments or other WORK that may be made necessary by such defects, the OWNER may do so and charge the CONTRACTOR the cost thereby incurred. CONTRACTOR'S liability insurance and its Performance BOND shall remain in full force and effect through the guarantee period.