



## **INVITATION TO BID #09-2021**

### **RE-BID: CITY OF BELLE GLADE MAIN STREET LANDSCAPING IMPROVEMENTS**

#### **CITY OF BELLE GLADE CITY COMMISSION**

**STEVE B. WILSON, MAYOR  
MARY ROSS WILKERSON, VICE MAYOR  
MICHAEL C. MARTIN, TREASURER  
JOAQUIN ALMAZAN, COMMISSIONER  
ANDREW L. BERRY, COMMISSIONER**

**PURCHASING DIVISION  
110 DR. MARTIN LUTHER KING, JR. BLVD., WEST  
BELLE GLADE, FL 33430-3900**



## INVITATION TO BID LEGAL NOTICE

**Sealed Bids shall be received by the City of Belle Glade (City) as follows:**

Bid Number: 09-2021  
Bid Name: Re-Bid: City of Belle Glade Main Street Landscaping Improvements  
Bid Advertising Date: July 13<sup>th</sup>, 2021  
Bid Opening Date/Time: August 3<sup>rd</sup>, 2021 @ 3:00PM Eastern Standard time.  
Bonds Required: **No bonds are required for this project.**  
Pre-Bid Meeting: **A NON-MANDATORY pre-bid meeting will be held at at the City of Belle Glade City Hall Commission Chambers located at 110 Dr. Martin Luther King Jr., Blvd West, Belle Glade, Florida, 33430, on July 21, 2021, @ 10:00AM. All potential bidders are encouraged to attend.**

Contact Person: Neil Appel, C.P.M.  
Phone (561) 996-0100 ext 2135  
[nappel@belleglade-fl.com](mailto:nappel@belleglade-fl.com)

Submit Bid to: City of Belle Glade City Clerk's Office  
110 Dr. Martin Luther King Jr., Blvd., West  
Belle Glade, Florida, 33430

Bid Purpose: Construct a landscaping beautification project along N and S Main St near the limits of Gator Blvd/NW Ave L and SE Ave G within the City of Belle Glade, Florida.

Proposed Award Date To be determined.

Bid Documents and addenda may be obtained at the Purchasing Division website at <https://www.bellegladegov.com/rfps>

Bidders who obtain solicitation documents from other sources than the City of Belle Glade Purchasing Division website or City Clerk's office are cautioned that the solicitation package may be incomplete. Bidders are cautioned to check the Purchasing Division website daily to download any addenda.

Bidders shall submit **ONE (1) MARKED ORIGINAL, THREE (3) PHOTOCOPIES AND ONE (1) ELECTRONIC FLASHDRIVE OF THE COMPLETED BID PACKAGE** in a sealed envelope to the address listed above. The Project Name, Bid Number, and time and date of the Bid opening shall be clearly marked on the outside of the sealed envelope. Facsimile or electronic responses shall not be accepted.

**CAD Files are available from the City Engineer, Keith Schriener, email: [kschriner@craigasmith.com](mailto:kschriner@craigasmith.com)**

Bidders may not withdraw their Bid for a period of one hundred twenty (120) calendar days after the day set for the opening of Bids.

The City of Belle Glade reserves the right to waive any technicalities; reject any and all Bids which are incomplete, conditional, non-responsive, or which contain additions not allowed for; to reject any or all Bids in whole or in part with or without cause; to award to a single bidder or to divide the award between bidders, to re-solicit this ITB or any part of this ITB and accept the Bid which best serves the City.



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## DEFINITIONS

**Defined Terms** - Terms used in the Instructions to Bidders, which are defined in the Standard General Conditions of the Construction Contract have the meanings assigned to them in the General Conditions.

The term "Bidder" means one who submits a Bid directly to City (City of Belle Glade), as distinct from a sub-bidder, who submits a bid to a Bidder. The term "Successful Bidder" means the lowest, qualified, responsible and responsive Bidder to whom City (on the basis of City's evaluation as hereinafter provided) makes an award. The term "Bidding Documents" includes the Advertisement or Invitation to Bid, Instructions to Bidders, the Bid Form, and the proposed Contract Documents (including all Addenda issued prior to receipt of Bids).

Wherever used in the Contract Documents the definitions have the meanings indicated which are applicable to both the singular and plural thereof:

## SCOPE OF WORK

The Work to be performed by the CONTRACTOR includes furnishing all materials, labor, tools, equipment, water, light, power, transportation, superintendence, temporary construction of every nature, mobilization, maintenance of traffic (MOT) and all other services, facilities and other related construction items of every nature whatsoever necessary to modify, construct, complete, deliver and place into operation the subject WORK at the various sites as described on the "City of Belle Glade – Beautification Project N & S Main Street Landscaping Improvements.

All WORK shall be in accordance with these CONTRACT DOCUMENTS, City of Belle Glade Ordinances and regulations, Florida Statutes, Florida Department of Transportation ("FDOT") Standard Specifications for Road and Bridge Construction (latest edition), FDOT Design Standards (latest edition) and any other applicable FDOT specifications (herein, collectively, the "FDOT Specifications").

The CONTRACTOR is responsible for visiting each site to confirm the CITY supplied area values prior to submitting a Bid. By submitting a Bid, the CONTRACTOR agrees/confirms that all pre-bid site investigations have been performed. Any discrepancies shall be brought to the attention of the CITY/ENGINEER during the bidding process according to the timeline stated in the Instructions to Bidders and prior to submitting a Bid.

See the bid specifications and drawings for details.

The selected CONTRACTOR shall submit a "Landscaping Design & Layout Plan" using the items quantified in the "Schedule of Values" to be reviewed and approved by the CITY and ENGINEER. Submission of said plan may be supplied in the submission of the CONTRACTOR's bid. Approval of the "Landscaping Design & Layout Plan" shall be issued with the CONTRACT documents.



## INSTRUCTIONS TO BIDDERS

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## INSTRUCTIONS TO BIDDERS

These documents constitute the complete set of General Conditions, Specifications and Bid Forms. All Bid sheets and attachments must be executed and submitted in a sealed envelope. DO NOT INCLUDE MORE THAN ONE BID PER ENVELOPE. The face of the envelope shall contain BIDDER's name, return address, date and time of Bid opening, and Bid number and title. Bids not submitted on the enclosed Bid Form shall be rejected. By submitting a Bid the BIDDER agrees to all terms and conditions specified herein. **NO EXCEPTIONS TO THE TERMS AND CONDITIONS SHALL BE ALLOWED.** Submittal of a Bid in response to this Invitation to Bid constitutes an offer by the BIDDER. Bids that do not comply with these requirements may be rejected at the option of the CITY. As used in this Invitation to Bid, the words BIDDER, proposer, and contractor may be used interchangeably, and when so used, deemed to mean BIDDER.

1. **DEFINED TERMS:** Terms used in these Instructions to Bidders, have the meanings assigned to them in the City of Belle Glade, Standard General Conditions of the Construction Contract.

The term "Bidder" means one who submits a Bid directly to City (City of Belle Glade), as distinct from a sub-bidder, who submits a bid to a Bidder. The term "Successful Bidder" means the lowest, qualified, responsible and responsive Bidder to whom City (on the basis of City's evaluation as hereinafter provided) makes an award. The term "Bidding Documents" includes the Advertisement or Invitation to Bid, Instructions to Bidders, the Bid Form, and the proposed Contract Documents (including all Addenda issued prior to receipt of Bids).

Wherever used in the Contract Documents the definitions have the meanings indicated which are applicable to both the singular and plural thereof

2. **COPIES OF BID DOCUMENTS:** Bid documents may be obtained from the Purchasing Division website at <https://www.bellegladegov.com/rfps>.

Complete sets of Bid Documents shall be used in preparing Bids. Neither CITY nor CONSULTANT assumes and each disclaims any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bid Documents.

CITY and CONSULTANT in making copies of Bid Documents available on the above terms do so only for the purpose of obtaining bids on the WORK and do not confer a license or grant for any other use.

Auto Cad files and/or raw data will not be provided for use in preparing Bids.

3. **EXECUTION OF BID:** Bid must contain a manual signature, in ink, of an authorized representative, who has the legal ability to bind the BIDDER in contractual obligations. Bid must be typed or legibly printed in ink. Use of erasable ink is not permitted. All corrections made by BIDDER to any part of the Bid document must be initialed in ink
4. **NO BID:** If not submitting a Bid, please respond no later than the Bid opening date and time, by returning the acknowledgment, noting the reason in the space provided. Failure to respond three (3) times in succession without returning the acknowledgement may be cause for removal of the BIDDER's name from the mailing list.

5. **BID SUBMISSION:** Bidders shall submit **one (1) marked original, three (3) copies, and one (1) electronic flash drive** of the completed Bid package in an opaque sealed envelope to the City Clerks Office. All Bids must be accompanied by the Bid Security (if required) and all other required documents. The Bid opening shall be public, at the CITY's City Clerk's Office located at:

110 Dr. Martin Luther King Jr. Blvd West,  
Belle Glade Florida 33430-3900

on the date and time specified in the Invitation to Bid. The Bid opening may be delayed if, at the sole discretion of the CITY, it is considered to be in the CITY's best interest. Under no circumstances shall Bids delivered after the Bid opening time has begun be considered, and such Bids shall be returned unopened. It is the BIDDER's sole responsibility to assure that his/her Bid is complete and delivered at the proper time and place of the Bid opening. Offers by facsimile, telegram, or telephone are not acceptable. A Bid may **NOT** be altered by the BIDDER after opening of the Bids. **NOTE:** Bid tabulations shall be furnished upon request.

The Clerk's Office shall be open and available for the receipt of bids according to the following schedule. **Bids may be submitted Monday through Thursday from 7:30 a.m. to 6:30 p.m. HOWEVER, THE DAY THE BIDS ARE TO BE SUBMITTED THE LATEST TIME ALLOWED FOR SUBMISSION SHALL BE THE TIME STATED IN THE ADVERTISEMENT OR SUBSEQUENT BID ADDENDA. The City Clerk's Office is closed and unavailable for the receipt of bids on Fridays, Saturdays, Sundays, and legal holidays.**

If the Bid is sent through the mail or other delivery system the sealed envelope shall be enclosed in a separate envelope with the notation "Bid Enclosed" on the face of the enclosing envelope.

Bids will be opened and read aloud publicly at the time and place indicated in the Invitation to Bid. All BIDDERS and their representatives are invited to attend. An abstract of the amounts of the base Bids will be made available to BIDDER after the opening of Bids.

If not submitting a Bid, please respond no later than the Bid opening date and time, by returning the acknowledgment, noting the reason in the space provided. Failure to respond three (3) times in succession without returning the acknowledgement



may be cause for removal of the BIDDER'S name from the mailing list.

All Bids shall remain subject to acceptance for one hundred twenty (120) calendar days after the day of the Bid opening, but the CITY may, at the sole discretion of the CITY, release any Bid and return the Bid Security prior to that date.

6. **BID FORM:** Bids must be submitted on the prescribed form; all blank spaces must be filled in as noted, in ink or typed with amounts extended and totaled. Where indicated on the Bid Form, items shall be stated in numbers.

The Bid Form is included with the Bidding Documents; additional copies may be obtained from the City (or the issuing office). Bid submittals must be made on the blank forms provided herein. All blank spaces in the Bid form must be filled in, regardless of whether quantities are shown, and no change shall be made either in the phraseology of or in the items mentioned in the Bid form.

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

Each Bid Form shall specify a unit price written in figures for each of the separate items as called for, except when the Bid calls for a lump sum. Lump sum Bids shall be shown in figures.

Any Bid submittal which does not contain prices set opposite each of the items for which there is a blank space **shall** be cause for rejection. Any items not bid upon shall be indicated "NO BID" in place of the price. Any Bid which in any manner fails to conform to the conditions of the published notice will be cause for rejection.

In the event of an extension error, the unit price will prevail and the Bidder's total offer will be corrected accordingly. In the event of addition errors, the extended totals will prevail and the Bidder's total offer will be corrected accordingly. If there is a conflict, words take precedence over figures. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

The estimate of the various quantities of work or goods applicable to unit price items as shown on the Bid Form is approximate and is intended solely to provide the basis of comparison upon which the Award of Contract is made. Final payment shall be made on the basis of the actual quantities of each item.

Irregular Bids may be rejected. Irregular Bids are defined as those containing serious omissions, unauthorized alternative Bids, incomplete Bids or unbalanced Bids. Failure to provide all of the information required to accompany the Bid, Bid Form and Specifications shall be considered a serious omission, which may result in the bid being rejected as non-conforming.

Bids by corporations must be executed in the corporate name by the President or Vice President (or other corporate officer accompanied by evidence of authority to sign) and the corporate seal shall be affixed and

attested by the Secretary or Assistant Secretary. The corporate address and State of Incorporation shall be shown below the signature.

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

All names of persons signing documents must be typed or printed below the signature.

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

At the sole discretion of the City, Bids that contain any omission, erasure, alteration, addition, or item not called for, or that show irregularities of any kind, may be considered as informal or irregular. This will be cause for the rejection of a Bid.

If a Bidder wishes to change unit prices prior to Bid submission, they shall strike the unit price and add the changes in the appropriate space. Changes shall be initialed by the person submitting the Bid. Any changes or alteration of unit prices in the Bid shall be initialed. Failure to initial these changes or illegible entries of corrections or unit prices may be cause for the rejection of the Bid as informal or irregular.

The Bid shall contain acknowledgment of receipt of all addenda (copies of which shall be attached to the Bid Form).

7. **BID SECURITY:** When required by the Bid documents each Bid must be accompanied by a Bid security made payable to the City of Belle Glade in an amount of five percent (5%) of the BIDDER'S maximum Bid price and in the form of a certified check or cashier's check drawn upon any State or National Bank of Florida or a Bid Bond issued by a Surety that must have a "Best" rating of "A", and be authorized to do business in Florida.

Said check or Bid Bond shall be made payable to the City of Belle Glade and shall be given as a guarantee that BIDDER, upon receipt of Notice of Tentative Award of the purchase order or contract, shall enter into the Contract or accept the purchaser order with the CITY, and furnish the necessary documents including, but not limited to insurance certificates, other required Bonds, each of the said Bonds to be in the amount stated on the Invitation to Bid.

The Attorney-in-Fact who signs the bond must file with the bond a current certificate of proof of appointment as Attorney-In-Fact.

The Bid Security of the SUCCESSFUL BIDDER shall be retained until such BIDDER has been awarded a binding Contract or Purchase Order or Contract security whereupon the Bid security shall be returned. If the apparent SUCCESSFUL BIDDER fails to execute and deliver the Purchase Order or Contract and furnish the required contract security within fifteen (15) calendar days after the Notice of Tentative Award, which is issued prior to the CITY's award of Purchase Order or Contract, the CITY may annul the Notice of Tentative Award, and the Bid security of that BIDDER shall be forfeited and retained by the CITY. The CITY may then recommend to the Commission to accept the Bid of the





next lowest responding BIDDER, or re-advertise for bids. If the Bid of the next lowest BIDDER is accepted, this acceptance shall bind such BIDDER as though it was the original SUCCESSFUL BIDDER.

There shall be no binding contract until such time as the Commission or designee executes the Contract or issues the Purchase Order as the final award of the contract. The Bid Security of other BIDDERS whom CITY believes to have a reasonable chance of receiving the award may be retained by the CITY until the earlier of the seventh day after the effective date of the Purchase Order or Contract or the one hundred twenty first (121) first day after the Bid opening, whereupon Bid security furnished by such BIDDERS shall be returned. Bid security with Bids which are not competitive or responsive shall be returned upon award of the Bid.

8. **QUALIFICATIONS OF BIDDERS:** To demonstrate qualifications to perform the WORK, each BIDDER must be prepared to submit within five (5) calendar days of CITY'S request written evidence, such as financial data, previous experience, present commitments and other such data as may be called for in the Instructions to Bidders. Each Bid must contain:

A. Evidence of Bidder's authority to do business in the State of Florida, Palm Beach County and the City of Belle Glade.

B. Bidder's state contractor license number, if applicable.

C. References from a minimum of five (5) other comparable projects.

D. Letter establishing the Bidder's bonding capacity for the value of the Project.

E. The City reserves the right to request a Bidder under consideration for award to furnish a certified financial statement, current within the past quarter, which must be a complete report of the financial resources and liabilities or as otherwise requested by the City. Regardless of the foregoing, such information will be subject to F.S. 119.01, *et seq.* **A compilation financial statement is not acceptable.**

F. Competency Requirements. Bids will be considered only from firms which are regularly engaged in the business of providing the contracting services as described in this Invitation to Bid and who can produce evidence that they have established a satisfactory record of performance for a reasonable period of time; have sufficient financial support, sufficient personnel, delivery equipment and organization to insure that they can satisfactorily perform the construction of the project if awarded a Contract under the terms and conditions herein stated. The term "equipment and organization" as used herein shall be construed to mean a fully equipped and well-established company in line with the best business practices in the industry and as determined by the proper authorities of the City. Pre-award inspection of the Bidder's facility may be made prior to award of Contract.

The CITY reserves the right to make such investigations as it may deem necessary to establish the competency and financial ability of any BIDDER to

perform the WORK and if, after investigation, the evidence of the BIDDER'S competency or financial ability is not satisfactory, the CITY reserves the right to reject the BIDDER'S Bid.

The project shall be constructed by a firm with the primary qualifying agent licensed as a Contractor pursuant to Florida Statute 489, and as defined in Paragraph 489.105, and shall have been employed full time by the construction firm for at least one year prior to this project's bid date.

9. **EXAMINATION OF BID DOCUMENTS AND SITE:**

Pursuant to Article 4, General Conditions, Site of the Work, BIDDER must satisfy itself by personal and thorough examination of the location of the proposed WORK, Bid Documents, requirements of the WORK and the accuracy of the estimate of the quantities of the WORK to be done; and BIDDER shall not at any time after the submission of a Bid dispute or complain of such estimate nor the nature or amount of WORK to be done.

By submission of its Bid, BIDDER affirms that it has, at its own expense, made or obtained any additional examinations, investigations, explorations, tests, and studies and obtained any additional information and data which pertain to the physical conditions (surface, subsurface, and Underground Utilities) at or contiguous to the site or otherwise, prior to bidding which may affect cost, progress, or performance of the WORK and which BIDDER deems necessary to determine its Bid for performing the WORK in accordance with the time, price, and other terms and conditions of the Bid Documents and/or BIDDER has satisfied itself with respect to such conditions and it shall make no claims against the CITY or the CONSULTANT if on carrying out the WORK it finds that the actual conditions do not conform to those indicated.

On request, the CITY will provide BIDDER access to the site to conduct such investigations and tests, as BIDDER deems necessary for submission of its Bid. BIDDER shall schedule such access in advance with the CITY.

Upon completion of such additional field investigations and tests, BIDDER shall completely restore disturbed areas.

10. **CONTRACT SECURITY/ INSURANCE:**

When required by the specification herein, the successful BIDDER shall furnish ALONG WITH THE EXECUTED CONSTRUCTION CONTRACT, a Performance and Payment bond, or other acceptable form of security in accordance with 255.05 Florida Statutes, and insurance certificates as stated on the cover page of this solicitation, on the CITY's forms, within fifteen (15) calendar days after notification of **INTENT TO AWARD** contract award. Failure to furnish the required bonds within the time specified may be cause for rejection of the bid and any bid deposit may be retained by the CITY as liquidated damages and not as a penalty. Said sum shall be a fair estimate of the amount of damages the CITY would sustain due to BIDDER's failure to furnish said bonds.

11. **SIGNING OF CONTRACT:**

The Notice of Tentative Award will be presented to the SUCCESSFUL BIDDER,





accompanied by the required number of unsigned counterparts of the Construction Contract with all other written Contract Documents attached. Within ten (10) calendar days thereafter, the SUCCESSFUL BIDDER shall sign and deliver the required number of counterparts of the Construction Contract and attached documents to CITY with the required bonds and insurance certificates. Within forty-five (45) calendar days thereafter, or as soon as otherwise practicable the CITY upon final award by the CITY Commission shall deliver one fully signed counterpart to the SUCCESSFUL BIDDER. Each counterpart is to be accompanied by a complete set of the Drawings.

12. **BIDS TO REMAIN OPEN:** All Bids shall remain open for the required number of days after the date of the Bid opening stated in the special provisions, or if no such number of days is stated, all Bids shall remain open for one hundred twenty (120) days after the date of Bid opening prior to award. The CITY may, in its sole discretion, release any Bid and return the Bid Security prior to that date.
13. **MODIFICATION OF BIDS:** Bids may be modified by an appropriate document duly executed (in the manner that the Bid must be executed) and delivered to the place where the Bids are to be submitted at any time prior to the solicitation closing date and time. The BIDDER must present certification to assure that they are indeed an authorized representative of the BIDDER's firm at the time modification to the Bid is presented.
14. **WITHDRAWAL OF BIDS** All Bids shall be irrevocable unless the Bid is withdrawn as provided herein. All Bids may be withdrawn only by written communication delivered to the Purchasing Division prior to the solicitation closing date and time. The BIDDER must present certification to assure that they are indeed an authorized representative of the BIDDER's firm at the time such communication to withdraw the Bid is presented. A CITY representative shall verify this information prior to return of the Bid.

However, if, within twenty-four (24) hours after Bids are opened, any BIDDER files a duly signed written notice with the CITY and promptly thereafter demonstrates to the reasonable satisfaction of the CITY that there was a material and substantial mistake in the preparation of its Bid, that BIDDER may withdraw its Bid, and the Bid Security will be returned. The BIDDER must present certification to assure that the BIDDER is indeed an authorized representative of the BIDDER'S firm at the time such communication to withdraw the Bid is presented. A CITY representative shall verify this information prior to return of the Bid and Bid Security. Thereafter, that BIDDER will be disqualified from further bidding on the WORK to be provided under the Bid Documents.

15. **AWARD OF CONTRACT:** The Commission reserves the right to accept any Bid or combination of Bid alternates, that in the City's judgement shall best serve the City's interest; to reject any and all Bids and waive any and all informalities, minor irregularities, (a variation from the terms and conditions of this solicitation that does not (1) affect the price of the Bid, (2) give the Bidder an unfair competitive advantage over other Bidders, or (3) adversely impact the interests of the

City) to accept any item or group of items unless qualified by BIDDER; to acquire additional quantities at prices quoted on the Invitation to Bid unless additional quantities are not acceptable, in which case the bid sheets must be noted "BID IS FOR SPECIFIED QUANTITY ONLY, and the right to disregard all nonconforming, non-responsive, unbalanced or conditional Bids or counter-proposals. In addition, the Commission reserves the right to make a multiple award if it is in the best interest of the CITY.

Further, the CITY reserves the right to reject the Bid of any BIDDER if the CITY believes that it would not be in the best interest of the CITY to make an award to that BIDDER, whether because the Bid/Bidder is of doubtful financial ability or fails to meet any other pertinent standard or criteria established by the CITY.

In evaluating Bids, the CITY shall consider the qualifications of the BIDDERS, whether or not the Bids comply with the prescribed requirements, alternate, unit prices and other data as requested on Bid Forms or prior to the Notice Of Tentative Award.

Time of Completion may also be an award evaluation factor. In addition, the CITY may require the apparent successful BIDDER to submit an itemized cost estimate breakdown for the submitted bid.

The CITY may consider the qualifications and experience of subcontractors and other persons and organizations (including those who are to furnish the principal items or material, services, or equipment) proposed for those portions of the work as to which the identity of subcontractors and other persons and organizations must be submitted.

The CITY may also consider the operating costs, maintenance requirements, performance data and guarantees of major items of materials and equipment proposed for incorporation in the WORK when such data is required to be submitted prior to the Notice of Tentative Award.

The CITY may conduct such investigations as it deems necessary to establish the responsibility, qualifications and financial ability of the BIDDERS, proposed subcontractors and other persons and organizations to do the work in accordance with the Contract Documents to the CITY's satisfaction within the prescribed time. The Commission reserves the right to reject the Bid of any BIDDER who does not pass any such evaluation to the CITY's satisfaction.

The BIDDER whom staff intends to recommend for award may be required to submit a Schedule of Values priced in line item format including time frames (not dated) for staff to review prior to staff's actual award recommendation being submitted to the CITY Commission. Staff shall review BIDDERS schedule for any inconsistencies. Should any inconsistencies be noted, they shall be brought to the attention of the intended awardee for adjustment. The award process shall not continue until the CITY accepts said schedule. An unbalanced Schedule of Values may result in rejection of the bid as non-responsive. Failure to produce said Schedule of Values within four (4) business days of the CITY's request may result in the bid being rejected as non-responsive.



The CITY reserves the right to reduce the quantities of WORK to be done and to completely eliminate any items of the WORK listed in the Bid Form in order that the WORK can be completed within the amount of available funds and/or to allow for value engineering.

Discrepancies in the multiplication of units of WORK and unit prices will be resolved in favor of the unit price. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

If a Contract is awarded, it shall be awarded to the lowest responsive, responsible BIDDER whose evaluation by the CITY indicates to the CITY that the Award shall be in the best interest of the CITY, providing the best value to the CITY and whose proposal complies with the prescribed requirements. If the contract is to be awarded, the CITY will give the SUCCESSFUL BIDDER a Notice of Tentative Award within one hundred twenty (120) calendar days after the day of the Bid opening.

Bids shall only be considered from companies that have an established reputation, related experience, and have completed various projects of similar scope and size in the State of Florida to the satisfaction of the CITY.

Failure to fill out forms completely, indicating compliance or deviation for each item may be used as reason for rejection of the Bid.

If the Contract is to be awarded, it will be awarded to the lowest, responsive and responsible Bidder whose evaluation by City indicates to City that the award will be in the best interests of and most advantageous to the City and subject to City's Local Preference Policy unless otherwise prohibited by law, grant, or other applicable document. The City may in its sole discretion give preference to a local bidder's bid, if and only if, the local bidder is determined to be a responsive, responsible bidder and the local bidder's bid is determined to be within ten (10) percent or Ten Thousand Dollars (\$10,000), whichever is less, of the lowest responsive, responsible bid.

The City may consider any substitutions or alternates in the determination of the lowest Bidder. In no case will the award be made until all necessary investigations have been made into the responsibility of the low Bidder and the City is satisfied that the Bidder is qualified to provide and construct the project to the satisfaction of the City.

No Bid shall be accepted from, nor will any Contract be awarded to any Bidder who is in arrears to the City upon any debt or Contract or who is a defaulter as surety or otherwise upon any obligation to the City or who has failed to perform faithfully any previous Contract with the City or other party as determined by the City.

Tie Bids may be awarded to one of the qualified Bidders based on the criteria, in the following order:

- a) Local Preference Policies
- b) If Local Preference Policies are not applicable, then:
  - i) Availability or completion

period

- ii) Previous Contractor Record
- iii) Drug Free Workplace

- c) If all conditions are equal, the award shall be determined by drawing lots or flip of a coin, as determined by the City.

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

The successful Bidder, who is awarded the contract, shall be required to furnish a 100% Construction Payment and Performance Bond meeting the requirements of Section 255.05 Florida Statutes.

NO AWARD RECOMMENDATION SHALL BE BROUGHT BEFORE THE COMMISSION FOR CONSIDERATION TO AWARD UNTIL THE CONTRACTOR/BIDDER HAS PRESENTED AN EXECUTED ORIGINAL OF THE CONTRACT OR PURCHASE ORDER ALONG WITH ANY OTHER REQUIRED DOCUMENTS TO THE PURCHASING DIVISION.

NO AWARD WITH RESPECT HERETO SHALL BE DEEMED FINAL AND ALL SUCH AWARDS SHALL BE DEEMED CONDITIONAL, UNLESS AND UNTIL THE PARTIES SHALL HAVE FULLY EXECUTED THE AGREEMENT(S) CONTEMPLATED HEREIN, AND A FULLY EXECUTED AGREEMENT HAS BEEN RETURNED TO THE BIDDER, OR A PURCHASE ORDER HAS BEEN ISSUED BY THE COMMISSION TO THE BIDDER. THE COMMISSION RESERVES THE RIGHT TO REVOKE ANY AWARD MADE HEREUNDER, WITHOUT PENALTY, PREMIUM OR OBLIGATION, AT ANY TIME PRIOR TO THE DELIVERY OF THE FULLY EXECUTED AGREEMENT(S) OR PURCHASE ORDER TO THE BIDDER, NOTWITHSTANDING THAT AN AWARD MAY HAVE BEEN PUBLISHED. NO BIDDER SHALL BE ENTITLED TO RELY ON ANY ANNOUNCEMENT OF AN AWARD, AND THE COMMISSION SHALL IN NO WAY BE ESTOPED IN THE REVOCATION OF AN AWARD PREVIOUSLY GRANTED.

16. **BID TABULATION:** The CITY does not notify unsuccessful BIDDERS of contract awards. Bid tabulations shall be posted on the City website for bidders to download.

17. **PRICES:** Bid prices shall be fixed and firm to the extent required under Special Conditions. In the absence of a reference in the Special Conditions, bid prices shall be fixed and firm for a period of ninety (90) calendar days. Give both unit price and extend total. Prices must be stated in units of quantity specified in the bid specifications. In case of a discrepancy in computing the amount of the bid, the UNIT PRICE quoted shall govern. All prices FOB destination, freight prepaid (unless otherwise stated in special conditions). Award, if made, shall be in accordance with the terms and conditions stated herein. Each item must be bid separately and no attempt is to be made to tie any item or items in with any other item or items. Payment shall be made only after receipt and acceptance of materials/services. Cash discounts may be offered for prompt payment; however, such discounts shall not be considered in determining the lowest net cost



for bid evaluation.

All payments shall be governed by the *Local Government Prompt Payment Act*, F.S. Chapter 218.

18. **DELIVERY:** All items shall be delivered F.O.B. destination to a specific CITY address. All delivery costs and charges must be included in the bid price. The CITY reserves the right to cancel orders or any part thereof, without obligation if delivery is not made at the time specified in the bid.

Unless actual date of delivery is specified, show number of days required to make delivery after receipt of purchase order in space provided. Delivery time may become a basis for making an award

**NOTE TO VENDORS DELIVERING TO THE CITY OF BELLE GLADE:**

Normal receiving hours are Monday through Thursday (excluding holidays) 8:00 A.M. to 4:30 P.M.

19. **MISTAKES:** BIDDERS are expected to examine the Specifications, Plans, Delivery Schedule, Bid prices, Extensions and all Instructions pertaining to supplies and services. **FAILURE TO DO SO SHALL BE AT THE BIDDER'S RISK.** In the event of extension error(s), the unit price shall prevail and the BIDDER's total offer shall be corrected accordingly. Erasures or corrections on Bids must be initialed in ink by the BIDDER.

20. **INVOICING AND PAYMENT:** Payment for any and all invoice(s) that may arise as a result of a Contract or Purchase Order issued pursuant to this Bid Specification shall minimally meet the following conditions to be considered as a valid payment request. **If progress payments are applied for, all invoicing and payments shall be as stipulated under the Special Conditions section titled "Progress Payments".**

Timely submission of a properly certified invoice(s) in strict accordance with the price(s) and delivery elements as stipulated in the Contract document should be submitted per General Conditions, Article 14.

All invoices shall be based upon and submitted with an approved Schedule of Values. Said Schedule of Values shall also contain a percentage breakdown of the supplies and services completed for which payment is requested in comparison to the total contract.

All invoices submitted shall consist of an original and one (1) copy.

- clearly referenced the subject Contract or Purchase Order number.
- provide a sufficient salient description to identify the goods or services for which payment is requested.
- contain date of delivery.
- original or legible copy of a signed delivery receipt including both manual signature and printed name of a designated CITY employee or authorized agent; be clearly marked as "partial", "complete" or "final" invoice. The CITY shall accept partial deliveries.

The invoice shall contain the BIDDER's Federal Employer Identification number.

The CITY's terms of payment, unless otherwise stated in the Contract or Purchase Order documents, are "Net 30 Days" after acceptance of goods or services and receipt of an acceptable invoice as described herein. Any other items of payment must have been previously approved by the CITY and appear on the Contract or Purchase Order document to be binding on the CITY.

Should the CITY return an invoice for correction, the VENDOR shall resubmit a corrected invoice to the CITY for processing.

21. **INTERPRETATIONS AND ADDENDA:** All questions about the meaning or intent of the Bid Documents are to be directed to the Purchasing contact person unless otherwise indicated. Interpretations or clarifications considered necessary by the CITY in response to such questions shall be issued via addenda placed on the City's Purchasing Division website <https://www.bellegladegov.com/rfps> Questions received less than ten (10) calendar days prior to the date for opening of Bids may not be answered. Only questions answered by formal written Addenda shall be binding. Oral and other interpretations or clarifications shall be without legal effect.

The CITY shall endeavor by posting on the Purchasing Division website to notify bidders of any addenda issued. BIDDERS MUST VISIT THE WEBSITE AND DOWNLOAD ADDENDA THEMSELVES. However, it is the sole responsibility of the BIDDER to ascertain, by contacting the Purchasing Division no less than five (5) calendar days prior to the Bid opening date, whether any addendum to this Invitation to Bid and the Bid Documents has been issued, and to submit any and all such addenda properly acknowledged with the Bid response. The CITY shall endeavor not to issue addenda within five (5) calendar days of the Bid opening date.

If there is a conflict between the General Conditions, Special Conditions, Technical Specifications and Drawings, refer to General Conditions, paragraph #3.4 "Order of Precedence."

22. **CONFLICT OF INTEREST:** All BIDDERS must disclose with their Bid the name of each of its employees, agents, or relatives who are employees of the CITY.

The Bidder represents and warrants to the City that no officer, employee, or agent of the City has any interest, either directly or indirectly, in the business of the Bidder to be conducted hereunder. The Bidder further represents and warrants to the City that it has not employed or retained any company or person, other than a bona fide employee working solely for the Bidder, 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 bona fide Personnel working solely for the Bidder any fee, commission, percentage, gift or other consideration, contingent upon, or resulting from the award or making of this contract. Further, the Bidder also acknowledges that it has not agreed as an expressed or implied condition for obtaining this contract, to employ or retain



the services of any person, company, individual or firm in connection with carrying out this contract. It is understood and agreed by the Bidder that, upon the breach or violation of this Section, the City shall have the right to terminate the contract without liability and at its sole discretion, and to deduct from the contract price, or to otherwise recover, the full amount of such fee, commission, percentage, gift or consideration paid by the Bidder.

- a. The Bidder represents that it presently has no interest, either direct or indirect, while performing the services required by this contract, which would conflict in any manner with Florida Statutes or the Palm Beach county Code of Ethics. The Bidder represents that no person having any such interest shall be employed during the term of this contract, including any officer, employee or agent of the City.
  - b. The Bidder represents and warrants that it has no current contracts with any entity that would create any conflict of interest in the Bidder's ability to perform the services required by this contract. Further, the Contractor represents and warrants that throughout the term of this contract, it will not undertake any work that would create such a conflict of interest.
  - c. The Bidder shall promptly notify the City in writing by certified mail or electronic mail of all potential conflicts of interest for any prospective business association, interest or other circumstance that may influence or appear to influence the Bidder's judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the Bidder may undertake and request an opinion of the City as to whether the association, interest or circumstance would, in the opinion of the City, constitute a conflict of interest if entered into by the Bidder. If, in the opinion of the City, the prospective business association, interest or circumstance would not constitute a conflict of interest by the Bidder, the City shall so state in the notification and the Bidder shall, at its option, enter into such association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the City by the Bidder under the terms of this Contract.
23. **BID EXEMPT:** Purchases shall not include any items or services available at lower prices on other public entity or State of Florida Contract. The CITY reserves the right to Bid separately any item or service if deemed to be in the best interest of the CITY.
  24. **PROMOTIONAL PRICING:** In addition, BIDDER shall offer to the CITY, during the Contract period, any item(s) offered on a "promotional" basis from the manufacturer. It shall be the successful BIDDER's responsibility to monitor said item(s) and report any that are or shall be offered at lower price.
  25. **CONTRACTUAL AGREEMENT:** The submission of your bid constitutes a firm offer by the BIDDER. Upon

acceptance by the Commission, the Purchasing Division shall issue a notice of award and purchase order(s) and/ or contract for any supplies, equipment and/or services as a result of this bid. The Invitation to Bid and the corresponding purchase order(s) and /or contract shall constitute the complete agreement between the successful BIDDER and the Commission. Unless otherwise stipulated in the bid documents or agreed to in writing by both parties, no other contract documents shall be issued or accepted.

26. **BONDING GUARANTY:** The Bid submittal **must** be accompanied by a notarized letter from your firm's Surety guaranteeing that if your firm is awarded a contract, the Surety will bond your firm by issuing Performance and Payment bonds as required by the City. Failure to submit the Surety Guaranty letter with your Bid may cause your bid to be rejected as non-responsive.
27. **ADVERTISING:** In submitting a Bid, BIDDER agrees not to use the results there from as a part of any commercial advertising.
28. **FACILITIES:** A BIDDER must have, at the time of the Bid opening, an operational facility.  
  
The CITY reserves the right to inspect the BIDDER's facilities at any reasonable time, prior to award of the Bid, during normal working hours, with prior notice to determine that has a bona fide place of business, and is a responsible BIDDER.
29. **REPRESENTATION:** A BIDDER must be, at the time of the Bid submittal, a fully authorized agent or representative of the Bid, and capable of producing, providing or installing the items Bid, and so certify upon request.
30. **DISQUALIFICATION OF BIDDER:** More than one Bid from an individual, firm, partnership, corporation, or association under the same or different names shall not be considered. All Bids shall be rejected if there is reason to believe that collusion exists between BIDDERS. Bids in which the prices obviously are unbalanced shall be subject to review and/or rejection. Automatic disqualifiers are as follows:

- a. Not including an executed BIDDER signature.
- b. Not being licensed to perform the required work or provide the required product.
- c. Not being eligible to bid due to violations listed under paragraph #33, Public Entity Crimes.
- d. Not completing the Bid submittal form.
- e. Bidder does not meet the Competency of Bidder and Reference requirements set forth herein.
- f. Reason to believe that collusion exists among or between Bidders
- g. Unbalanced Bid; that is, Bid in which the prices bid for some items are out of all proportion to those Bids of others.
- h. Bidder's uncompleted workload, which in the judgment of the City, may cause detrimental impact or impair the prompt completion of this Contract.





31. **SUBSTITUTE or "OR EQUAL ITEMS"**: The Contract, if awarded, will be on the basis of material and equipment described in the Drawings or specified in the Specifications without consideration of possible substitute or "or-equal" items. Whenever it is indicated in the Drawings or specified in the Specifications that a substitute or "or-equal" item of material or equipment may be furnished or used by SUCCESSFUL BIDDER if acceptable to CITY, application for such acceptance must be made a minimum of fifteen (15) calendar days prior to the Bid opening date, or such application will not be considered by CITY. The procedure for submittal of any such application, including those applications made after award of the Construction Contract by SUCCESSFUL BIDDER for consideration by CONSULTANT, is set forth in Section 6.4 Labor, Materials, and Equipment Conditions, Substitutions of the General Conditions which may be supplemented in the Special Conditions.
32. **ADJUSTMENTS/CHANGES/DEVIATIONS**: No adjustments, changes, or deviations shall be accepted on any item unless conditions or Specifications of a Bid expressly so provide. All adjustments, changes or deviations shall require prior written approval and shall be binding **ONLY** if issued through the CITY's Purchasing Office.
33. **REJECTION**: The right is reserved to reject any and all Bids or to accept the one deemed by the CITY to be the most advantageous.
34. **NON-COLLUSION**: By submitting a bid, the BIDDER certifies that it has not divulged discussed or compared its Bid with other BIDDERS and has not colluded with any other BIDDER or parties to a Bid whatsoever. (Note: Premiums, rebates or gratuities are not permitted with, prior to, or after any delivery of material.) Any such violation shall result in the cancellation and/or return of materials (as applicable) as being non-conforming and removal from the CITY'S Bid list(s).
35. **DEFINITION OF TERMS**: Terms used in the Invitation to Bid shall have the meanings assigned to them in the Industry involved in the subject matter of the Bid, unless otherwise specified in the Bid Documents.
36. **QUALIFICATIONS EVIDENCE**: Within seven (7) days from the CITY's written request, a BIDDER must submit documentary evidence acceptable to the CITY demonstrating the BIDDER's fiscal responsibilities, prior experience, and present capability to meet all of the BIDDER's obligations set forth in the Bid documents.  
  
The CITY reserves the right to contact any of the firms listed by BIDDERS in any sections as references or any additional firms or individuals to review BIDDER'S qualifications.
37. **PUBLIC ENTITY CRIMES**: *The BIDDER certifies by submission of this bid, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by the State of Florida or Federal Government. Further, BIDDER certifies that it has divulged, in its bid response*

*information regarding any of these actions or proposed actions with other governmental agencies*

Pursuant to Section F.S. 287.133, FS as amended: 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 Vendor, supplier, subcontractor, or consultant under a Contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in F.S. 287.017 for CATEGORY TWO or higher for a period of 36 months from the date of being placed on the convicted vendor list.

The awarded BIDDER or any subcontractor shall not employ any persons with multiple felonies and / or crimes against children. The awarded BIDDER must provide documented proof of efforts to comply with this requirement. The City may declare any noncompliance or lack of diligent effort by the awarded BIDDER to comply as a breach of contract and immediately terminate the services of the awarded BIDDER.

Any employees involved in any Chapter [435](#), Florida Statutes offenses are precluded from continuing to work on a project and must be replaced. Failure to comply may result in the immediate termination of the awarded BIDDER's contract at the sole discretion of the CITY. Lack of knowledge by the BIDDER shall in no way be a cause for relief from responsibility.

CONTRACTOR agrees that it shall not violate section 287.133(2)(a), Florida Statutes, and further acknowledges and agrees that any conviction during the term of the Contract Documents may result in the termination of the same.

38. **PUBLIC RECORDS**: Any material submitted in response to this Invitation to Bid shall become a public record and shall be subject to public disclosure in accordance with the Florida Public Records Law (Chapter 119, Fla Stat) except as otherwise provided by Chapter 119 or other applicable state or federal law. If a bidder contends that part of it's bid is not subject to public disclosure, the BIDDER shall identify specifically any information contained in the Bid that the BIDDER considers confidential or otherwise exempt from disclosure and the BIDDER shall cite the specific section of the law creating the exemption for such information. The City reserves the right to make all determinations concerning the applicability of the Florida Public Records Law to any record submitted in response to this ITB.

All material submitted regarding this Bid becomes the property of the City. Pursuant to sec. 119.07 1 (b), Fla. Stat., sealed Bids received by the City pursuant to a competitive solicitation are exempt from sec 119.07(1) and sec 24(a), Art I of the State Constitution until such time as the City provides notice of an intended decision or until thirty (30) after opening of the Bids, whichever is earlier



If the City rejects all bids submitted in response to a competitive solicitation and the City concurrently provides notice of its intent to reissue the competitive solicitation, the rejected bids remain exempt from sec. 119.07(1), Fla. Stat., and sec 24(a) Art 1 of the State Constitution, until such time as the City provides notice of an intended decision concerning the reissued competitive solicitation or until the City withdraws the reissued competitive solicitation.

A Bid is not exempt from disclosure for longer than 12 months after the initial notice rejecting all Bids made by the City. Bidder should take special note of this as it relates to any proprietary information that might be included in their offer. Any resulting contract may be reviewed by any person after the contract has been executed by the City. The City has the right to use any or all information/material submitted in response to this bid and/or any resulting contract from the same. Disqualification of a Bidder does not eliminate this right.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, IN THE OFFICE OF THE CITY CLERK AT 561.992.2218, [DBUFF@BELLEGLADE-FL.COM](mailto:DBUFF@BELLEGLADE-FL.COM), OR 110 DR. MARTIN LUTHER KING JR. BLVD WEST, BELLE GLADE FL., 33430.**

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

- a) Keep and maintain public records required by the City in order to perform the service.
- b) Upon request from the City's custodian of records provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed

except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the City.

- d) Upon completion of the contract transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon termination of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City upon request from the City's custodian of public records in a format that is compatible with the information technology systems of the City.

CONTRACTOR understands that failure by the CONTRACTOR to grant such public access, as described above, shall be grounds for immediate unilateral cancellation of the Contract Documents by the City.

39. **ANNUAL APPROPRIATION:** This Bid is conditional upon the CITY having funding to implement the Contract. Should funds not be appropriated for the Work, the CITY, in its sole discretion shall have the right to reject all bids.
40. **COST OF BID:** Costs, either direct or indirect, incurred by the BIDDER in the preparation, presentation, demonstration, delivery or for any other reason associated with the submittal of this bid is solely the responsibility of the BIDDER and not the CITY, and is not to be charged to the CITY.
41. **LICENSES AND PERMITS:** The BIDDER(s) shall be responsible for obtaining any necessary permits and licenses and shall comply with laws, rules, and regulations whether state or federal and with all local codes and ordinances without additional cost to the CITY.

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

An Occupational License obtained from the City shall be required of any person maintaining a permanent business location or branch office within the City of Belle Glade.

A Palm Beach County business tax receipt is required of any person maintaining a business within Palm Beach County.

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

42. **BIDDER MAILING ADDRESS:** It is the responsibility of every BIDDER to register and maintain their current registration information. BIDDERS that have received the BID documents from the City of Belle Glade





Purchasing Division service must maintain their current registration information with the Purchasing Division.

**43. SUB-CONTRACTING/MINORITY BUSINESS**

**PARTICIPATION:** The CITY strongly encourages the use of Minority/Woman owned business enterprises for participation as associates, joint ventures, prime proposers, and sub-proposers in contracting opportunities.

**44. ANTI-DISCRIMINATION:** The BIDDER certifies that they are in compliance with the non-discrimination clause contained in Section 202, Executive Order 11246, as amended by Executive Order 11375 relative to equal employment opportunity for all persons without regard to race, color, religion, sex or national origin. The provisions of the ADA Act of 1990 pertaining to employment shall also be applicable.

The BIDDER shall not discriminate on the basis of race, gender, gender identity or expression, religion, national origin, ethnicity, sexual orientation, age or disability in the solicitation, selection, hiring, or treatment of sub-contractors, vendors, suppliers, or commercial customers. BIDDER shall provide equal opportunity for sub-contractors to participate in all of its public sector and private sector sub-contracting opportunities. BIDDER understands and agrees that violation of this clause is a material breach of the contract and may result in contract termination, debarment, or other sanctions.

- 45. JOINT BIDS:** In the event multiple proposers submit a joint Bid in response to the BID, a single proposer shall be identified as the Prime Vendor. If offering a joint Bid, Prime Vendor must include the name and address of all parties of the joint Bid. Prime Vendor shall provide all bonding and insurance requirements, execute any Contract, complete the **REQUIRED RESPONSE FORM** shown herein, and have overall and complete accountability to resolve any dispute arising within this contract. Only a single contract with one proposer shall be acceptable. Prime Vendor responsibilities shall include, but not be limited to, performing of overall contract administration, preside over other proposers participating or present at CITY meetings, oversee preparation of reports and presentations, and file any notice of protest and final protest as described herein. The Prime Vendor shall also prepare and present a consolidated invoice(s) for services performed. The CITY shall issue only one check for each consolidated invoice to the Prime Vendor for services performed. The Prime Vendor shall remain responsible for performing services associated with response to this BID.
- 46. CODE OF ETHICS:** If any Bidder violates or is a party to a violation of the Code of Ethics of Palm Beach County, (that Code of Ethics that is followed by the City) and/or of the State of Florida with respect to this Bid, such Bidder may be disqualified from performing the work described in this Bid or from furnishing the goods or services for which this Bid is submitted and may be further disqualified from bidding on any future Bids for work or for goods or services for the City.
- 47. SAMPLES-DEMONSTRATIONS/MOCKUPS:** When requested, samples are to be furnished free of charge to the CITY. If a sample is requested it must be delivered within seven (7) days of the request unless

otherwise stated in the bid documents. Each sample must be marked with

- a. The BIDDER's name, the bid item and the manufacturer's number.
- b. Samples shall not be returned unless the BIDDER requests it when samples are delivered.
- c. **Samples must be a complete pack, box, bag, etc. of the required item(s), packaged as specified in the bid document.**
- d. **Failure to provide samples packaged as required by the bid specifications shall result in the item(s) and/ or the bid being rejected as nonconforming.**
- e. Items may be tested for compliance with specifications under the direction of the Florida Department of Agriculture and Consumer Services, or an independent testing laboratory. BIDDERS shall assume full responsibility for payment for any and all charges for testing and analysis of any materials offered or delivered that **do not conform** to the minimum required specifications. BIDDER's disposition of all items delivered in this category must be at no expense to the CITY.

The CITY may request a full demonstration of any product or service before the award of a contract. All demonstrations shall be done at the expense of the BIDDER.

Mockups must be approved prior to work beginning. The mockup shall be the basis for the quality of work and the work's acceptance.

- 48. LOBBYING:** BIDDERS are hereby advised that they are not to lobby with any CITY personnel or Commission members related to or involved with this bid until the administration's recommendation for award has been posted at the Purchasing Division area. All oral or written inquiries must be directed through the Purchasing Division.

Lobbying is defined as any action taken by an individual, firm, association, joint venture, partnership, syndicate, corporation, and all other groups who seek to influence the governmental decision of a Commission member or CITY personnel after advertisement and prior to the posted recommendation on the award of the Contract.

Any BIDDER or any individuals that lobby on behalf of BIDDER during the time specified shall result in rejection / disqualification of said bid.

- 49. CONE OF SILENCE PROCEDURE:** A cone of silence procedure is hereby established for all competitive selection processes including Invitations for Bids (IFB), Request for Proposals (RFP), and Invitations to Negotiate (ITN) for the provision of goods and services. The cone of silence is designed to protect the integrity of the procurement process by shielding it from undue influences prior to the recommendation of contract award. This cone of silence shall be imposed on these procurements after advertisement of same.

The cone of silence prohibits any communication regarding a particular IFB, RFP, or ITN between:



A. a potential vendor, service provider, bidder, lobbyist, or consultant and the staff of the City and;

B. a potential vendor, service provider, bidder, lobbyist, or consultant and anyone (1) or more of the City Commission members or member-elects.

Unless specifically provided otherwise in the applicable IFB, RFP, or ITN the cone of silence does not apply to the following:

A. Communications between a potential vendor, service provider, bidder, lobbyist, or consultant and the City's Purchasing Division.

B. Communications between a potential vendor, service provider, bidder, lobbyist, or consultant and the City's planning and construction department, when said communication pertains to competitive acquisitions administered by that department (e.g., Engineer/Engineer (A/E) selection, capital projects).

C. Communications between a potential vendor, service provider, bidder, lobbyist, or consultant and the City's staff attorney or City Commission attorney.

D. Communications at duly noticed pre-bid meetings and site visits prior to bid opening or post bid-opening meetings and site visits, which are administered by either the Purchasing Division or the planning and construction department, prior to issuance of a written recommendation of contract award.

The cone of silence commences after the advertisement of the IFB, RFP, or ITN. Competitive procurements are advertised on the Purchasing Division's web page or in a newspaper of general circulation.

The cone of silence terminates at the time the Commission acts on a written recommendation from the Purchasing Division or planning and construction department regarding contract award; provided, however, that communications are permitted when the Commission receives public comment at the meeting when the recommendation is presented.

The Purchasing Division and planning and construction department shall ensure that all solicitations include provisions describing the requirements and prohibitions of the cone of silence, including how a potential vendor, service provider, bidder, lobbyist, or consultant may communicate with City personnel.

Any person, whether employed by the City or not, who knowingly violates a provision of this policy shall be prohibited from serving on a City competitive selection committee.

Violation of this policy by a particular bidder, proposer, respondent, and/or representative may, at the discretion of the City, result in rejection of said bidder, proposer, respondent, and/or representative's bid, proposal, or offer and may render any contract award to said bidder, proposer, or respondent voidable.

In addition to any other penalty provided by law, violation of this policy by a City employee shall subject said employee to disciplinary action up to and including dismissal from service.

50. **DISPUTES:**

Any actual or prospective Bidder, Proposer, or Contractor who is aggrieved in connection with a solicitation or award of a Bid or contract may avail themselves of the procedures contained in Section 2-431(d)(6) of the City's Code of Ordinances as amended for time to time in order to resolve disputed matters or complaints.

In case of any doubt or difference of opinion as to the items to be furnished hereunder, the decision of the City shall be final and binding on both parties.

51. **ASSIGNMENT:** The successful BIDDER shall not sub-contract, assign, transfer, convey, sublet, or otherwise dispose of the contract, or of any or all of its rights, title, or interest therein, or its power to execute such contract to any person, firm, or corporation without prior written consent of the CITY.

52. **SUBCONTRACTING:** If an awarded BIDDER intends to subcontract any portion of the Contract for any reason, the name and address of the subcontracting firm must be submitted along with the BIDDER's bid or prior to use for approval. No subcontracting shall take place prior to bid-awarded BIDDER furnishing this information and receiving written approval from the CITY. The Purchasing Division reserves the right to reject a subcontractor who previously failed in the proper performance of a contract or failed to deliver on-time contracts of a similar nature, or who, the CITY has determined in its sole discretion, is not in the position to perform the contract due to the subcontractor's size, experience, or resources.

The CITY reserves the right to inspect all facilities of any subcontractor in order to make determination as to the foregoing. The subcontractor shall be equally responsible for meeting all requirements specified in the Invitation to Bid.

If requested by the CITY or CONSULTANT, BIDDER shall provide an experience statement with pertinent information regarding similar projects and other evidence of qualification for each Subcontractor, Supplier, person or organization. If the CITY or CONSULTANT after due investigation has reasonable objection to any proposed Subcontractor, Supplier, other person or organization, either may, before the Notice of Tentative Award is given, request the apparent SUCCESSFUL BIDDER to submit an acceptable substitute without an increase in Bid price.

If the apparent SUCCESSFUL BIDDER declines to make any such substitution, the CITY may award the contract to the next lowest BIDDER that proposes to use acceptable Subcontractors, Suppliers and other persons and organizations. The declining to make requested substitutions **shall constitute grounds** for sacrificing the Bid Security of any BIDDER. Any Subcontractor, Supplier, other person or organization listed and to whom the CITY or CONSULTANT does not make written objection prior to the giving of the Notice of Tentative Award will be deemed acceptable to the CITY and CONSULTANT subject to revocation of such acceptance after the Effective Date of the Contract as provided in **Paragraph 6.5.2, Responsibility** of the General Conditions. Subcontractors shall not be changed without the



approval of the CITY and the CONSULTANT. No acceptance by the CITY or CONSULTANT of any such Subcontractor, Supplier or other person or organization shall constitute a waiver of any right of the CITY or CONSULTANT to reject defective WORK or materials not conforming with these specifications.

In contracts where the Contract Price is on the basis of Cost-of-the-WORK Plus a Fee, the apparent SUCCESSFUL BIDDER, prior to the Notice of Tentative Award, shall identify in writing to the CITY those portions of the WORK that such BIDDER proposes to subcontract and after the Notice of Tentative Award the Successful BIDDER may only subcontract other portions of the WORK with the CITY'S written consent.

No BIDDER shall be required to employ any Subcontractor, other person or organization against which BIDDER has reasonable objection.

53. **BID TABULATION POSTING:** Bid tabulations with recommended awards shall be posted for review by interested parties at the location where proposals were opened and shall remain posted for a period of 72 hours (excluding weekends and holidays).

54. **BID PROTEST:** Protests shall be handled in accordance with protest procedures set forth in the City's Purchasing Code, sec. 2-431 of the City of Belle Glade Code of Ordinances.
55. **UNBALANCED BIDS:** Bids that are judged to be mathematically or materially unbalanced shall be cause for the bid to be rejected a non-responsive.
56. **SALES TAX:** All materials and supplies necessary for completion of this contract are subject to Florida Sales and Use Tax in accordance with Florida Statutes
57. **DIRECT MATERIAL PURCHASES:** The City reserves the right to issue purchase orders for materials to either the CONTRACTOR's or the City's suppliers for construction related materials.
58. **INDEMNIFICATION:** The Bid shall include in its price the sum of \$10.00 in consideration for the indemnification provision, as referenced in **Section 6.16.1 CLAIMS**, of the General Conditions



STANDARD  
GENERAL CONDITIONS  
OF THE  
CONSTRUCTION CONTRACT  
FOR  
THE CITY OF BELLE GLADE



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## GENERAL CONDITIONS

### ARTICLE I - DEFINITIONS

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

**1.1 Acceptance:** By the CITY'S PROJECT MANAGER of the Work as being fully complete in accordance with the Contract Documents.

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

**1.3. Application for Payment** - The form accepted by the CONSULTANT which is to be used by CONTRACTOR to request progress payments or final payment and which is to be accompanied by such supporting documentation as is required by the Contract Documents.

**1.4. Bid** - The offer of the BIDDER submitted on the prescribed form setting forth the prices for the WORK.

**1.5. Bidder** - Any person, firm or corporation submitting a Bid for the Work directly to the CITY.

**1.6. Bid Documents** - Includes the Invitation to Bid, Instructions to Bidders, Bid Form, and proposed Contract Documents (including all Addenda issued prior to receipt of Bids).

**1.7. Bonds** - : Bid, performance and payment bonds and other instruments of security, furnished by the CONTRACTOR and his surety in accordance with the Contract Documents and in accordance with the law of the place of the project.

**1.8. Change Order:** A written order to the CONTRACTOR executed by the CITY, CONSULTANT, and CONTRACTOR authorizing an addition, deletion or revision in the Work, or an adjustment in the Contract Price or the Contract Time issued after execution of the Contract.

**1.9. Consultant:** The person, firm or corporation named as such in the Contract Documents that acts as the City's authorized agent within the scope of work entrusted to them by the City.

**1.10. Consultant's Representative:** An authorized representative of the Consultant assigned to observe the work performed and materials furnished by the CONTRACTOR.

**1.11. Contract** - The written agreement between CITY and CONTRACTOR covering the WORK to be performed.

**1.12. Contract Documents** - The Contract Documents establish the rights and obligations of the parties and include the Contract, Contract/Bid Addenda, CONTRACTOR'S Bid (including documentation accompanying the Bid and any post Bid documentation submitted prior to the Notice of Tentative Award) when attached as an exhibit to the Contract, the Notice to Proceed, the Bonds, these General Conditions, the Supplementary Conditions, Technical

Specifications, and the Drawings as the same are more specifically identified in the Contract, together with all Written Amendments, Change Orders, Field Orders, and CONSULTANT'S written interpretations and clarifications issued on or after the Effective Date of the Contract. Approved Shop Drawings and the reports and drawings of subsurface and physical conditions are not Contract Documents

**1.13. Contract Price** - The total monies payable by the CITY to the CONTRACTOR under the terms and conditions of the Contract Document.

**1.14. Contract Time** - The number or numbers of successive days or dates stated in the Contract Documents for the completion of the WORK.

**1.15. CONTRACTOR** - The individual, partnership, corporation, joint-venture, or other legal entity with whom the CITY has entered into the Contract.

**1.16. Day** - A calendar day of 24 hours measured from midnight to the next midnight.

**1.17. Defective Work** - WORK that is unsatisfactory, faulty, or deficient; or that does not conform to the Contract Documents; or that does not meet the requirements of any inspection, reference standard, test, or approval referred to in the Contract Documents; or WORK that has been damaged prior to the CONSULTANT'S recommendation of final payment.

**1.18. City** - The City of Belle Glade, Florida, a Florida Municipal corporation, the public entity with whom the Contractor has entered into the Contract and for whom the WORK is to be provided.

**1.19. City Representative:** The person or persons designated by the CITY'S PROJECT MANAGER. The CITY'S PROJECT MANAGER. This may include the CONSULTANT.

**1.20. Drawings** - The drawings, plans, maps, profiles, diagrams, and other graphic representations which show character, location, nature, extent and scope of the WORK, which have been prepared or approved by CONSULTANT and are included and/or referred to in the Contract Documents. Shop Drawings are not Drawings as so defined.

**1.21. Effective Date of the Contract** - The date indicated in the Contract, but if no such date is indicated it means the date on which the Contract is signed by the last of the two parties to sign the Contract.

**1.22. Field Order:** A written order issued by the CITY'S PROJECT MANAGER or by the CONSULTANT which clarifies or interprets the Contract Documents in accordance with paragraph 9.4 Clarifications and Interpretations or orders minor changes in the Work in accordance with paragraph 10.1.

**1.23. General Requirements** - See Special Conditions and Division 1 of the Technical Specifications.



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

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

**1.26. Laws and Regulations; Laws or Regulations** - Laws, rules, codes, regulations, ordinances and/or orders promulgated by a lawfully constituted body authorized to issue such Laws and Regulations.

**1.27. Liens—Charges**, security interests, or encumbrances upon Project funds, real property, or personal property.

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

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

**1.30. Notice to Proceed** - The written notice issued by the CITY, or its agents, to the CONTRACTOR authorizing the CONTRACTOR to proceed with the WORK and establishing the date of commencement of the Contract Time and the date the Contract WORK is to be completed.

**1.31. Notice of Tentative Award** - The official written notice by the CITY to the apparent successful BIDDER stating that upon compliance by the apparent successful BIDDER with the conditions precedent enumerated therein within the time specified, the CITY may enter into a Contract.

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

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

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

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

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

**1.37. Resident Project Representative (RPR)** - The authorized representative of the CONSULTANT who is assigned to the Site or any part thereof.

**1.38. RESPONSIBLE BIDDER, OFFERER, QUOTER, OR RESPONDENT** - means an individual or business which has submitted a bid, offer, proposal, quotation, or response, which has the capability in all respects to perform fully the contract requirements, and the integrity and reliability which will give reasonable assurance of good faith and performance.

**1.39. RESPONSIVE BIDDER, OFFERER, QUOTER, OR RESPONDENT, VENDOR, CONTRACTOR** means an individual or business which has submitted a bid, offer, proposal, quotation or response, which conforms in all material respects to the solicitation, including, but not limited to compliance with any M/WBE requirements contained within the solicitation.

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

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

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

**1.43. Shop Drawings** All drawings, diagrams, illustrations, brochures, schedules and other data which are prepared by or for the CONTRACTOR, a Subcontractor, manufacturer, supplier or distributor and which illustrate the equipment, material or some portion of the Work and as required by the Contract Documents. Shop Drawings are not part of the Contract Documents and failure of the CONSULTANT or the CITY or any of its representatives to take exception to any product, material, system or installation depicted on Shop Drawings that are not in conformance with the requirements of the Contract Documents shall not constitute a Field Order or Change Order or any other Modification of the Contract Documents, and shall not relieve the CONTRACTOR from complying with any portion of the Contract Documents.

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

**1.45. Special Conditions:** When included as a part of the Contract Documents, Special Conditions refer only to the Work under this Contract. Special Conditions take precedent over the General Conditions.

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

**1.47. Sub-Bidder** - One who submits a Bid to a BIDDER.

**1.48. 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.



**1.49. Substantial Completion:** For purposes of this Contract, and for compliance of those procedures, duties and obligations as set forth in Florida Statutes §218.70 and §218.735, the term Substantial Completion shall be as follows, in lieu of any other definition:

- a. "Substantial Completion" is defined as that point where the City is able to enjoy beneficial occupancy of the Work and where the Work has achieved that level of completion such that City is able to utilize the entire Project for its intended purposes, including but not limited to the completion of all specified systems and items relating to life safety and regulatory use, with the exception of incidental or incomplete items except where a lack of completion of such incidental or incomplete items of Work shall adversely affect the complete operation of other areas of the Work.
- b. Additional conditions (if any) needed to achieve Substantial Completion of the Work and which are project specific are as set forth in attached Technical Specifications.
- c. When the entire Project is considered to be Substantially Complete, this does not constitute Final Acceptance or Final Completion of the entire Project.

**1.50. Successful Bidder** - The lowest, qualified, responsible and responsive BIDDER to whom CITY (on basis of CITY'S evaluation as hereinafter provided) makes an award.

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

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

**1.53. Surety** The corporate body which is bound with the CONTRACTOR and which engages to be responsible for the CONTRACTOR and his acceptable performance of the Work.

**1.54. Unbalanced Bids -**

- a. **Mathematically Unbalanced Bid** means a bid containing lump sum or unit bid items which do not reflect reasonable actual costs plus a reasonable proportionate share of the bidder's anticipated profit, overhead costs, and other indirect costs.
- b. **Materially Unbalanced Bid** means a bid which generates a reasonable doubt that award to the bidder submitting a mathematically unbalanced bid will result in the lowest ultimate cost to the City; or which is so mathematically unbalanced as to result in an advance payment.

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

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

**1.57. Work** Any and all obligations, duties and responsibilities necessary to the successful completion of the Project assigned to or undertaken by CONTRACTOR under the Contract Documents, including all labor, materials, equipment and other incidentals, and the furnished thereof.

**1.58. Work Change Directive** - A written directive to CONTRACTOR, issued on or after the Effective Date of the Contract and signed by the CITY and recommended by the CONSULTANT, ordering an addition, deletion or revision in the WORK, or which references an emergency or unforeseen physical conditions under which the WORK is to be performed. A Work Change Directive may not change the Contract Price or the Contract Time, but is evidence that the parties expect that the change directed or documented by a Work Change Directive shall be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Time.

**1.59. Written Amendment** - A written amendment of the Contract Documents, signed by the CITY and CONTRACTOR on or after the Effective Date of the Contract and normally dealing with the non-engineering or non-technical rather than strictly WORK related aspects of the Contract Documents.

**1.60. Minor Irregularity** - a variation from the terms and conditions of this solicitation that does not (1) affect the price of the Bid, (2) give the Bidder an unfair competitive advantage over other Bidders, or (3) adversely impact the interests of the City.

**1.61. Intent of Certain terms**

- a. **Furnish, Install, Perform, Provide**
  - i. The word "furnish," when used in connection with services, materials, or equipment, shall mean to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.
  - ii. The word "install," when used in connection with services, materials, or equipment, shall mean to put into use or place in final position said services, materials, or equipment complete and ready for intended use.
  - iii. The words "perform," or "provide," when used in connection with services, materials, or equipment, shall mean to furnish and install said services, materials or equipment complete and ready for intended use.
- b. When "furnish," "install," "perform," or "provide," is not used in connection with services, materials, or equipment in a context clearly requiring an obligation of contractor, "provide" is implied.
- c. Unless stated otherwise in the contract documents, words or phrases which have a well known technical or construction industry or trade meaning are used in the contract documents in accordance with such recognized meaning.



## ARTICLE 2 - PRELIMINARY MATTERS

### 2.1. DELIVERY OF BONDS AND INSURANCE CERTIFICATES:

2.1.1. When the CONTRACTOR delivers the signed Contracts to the CITY, the CONTRACTOR shall also deliver to the CITY such Bonds and Insurance Policies, Certificates or other documents as the CONTRACTOR may be required to furnish in accordance with the Contract Documents. The aforementioned documents must be submitted to the CITY prior to any WORK being performed.

### 2.2. COPIES OF DOCUMENTS:

2.2.1. The CITY shall furnish to CONTRACTOR ONE (1) copy (unless additional copies exist) of the Contract Documents for the execution of the WORK. CONTRACTOR shall be responsible for procuring additional copies.

### 2.3. NOTICE TO PROCEED:

2.3.1. The Contract Times shall commence to run on the date stated in the Notice to Proceed.

### 2.4. STARTING THE WORK:

2.4.1. CONTRACTOR shall begin to perform the WORK on the commencement date stated in the Notice to Proceed, but no WORK shall be done at the Site prior to said commencement date.

2.4.2. CONTRACTOR'S REVIEW OF CONTRACT DOCUMENTS: Before undertaking each part of the WORK, CONTRACTOR shall carefully study and compare the Contract Documents and check and verify pertinent figures shown thereon and all applicable field measurements. CONTRACTOR shall promptly report in writing to CONSULTANT any conflict, error, ambiguity or discrepancy which CONTRACTOR may discover and shall obtain a written interpretation or clarification from CONSULTANT before proceeding with any WORK affected thereby; however, CONTRACTOR shall not be liable to CITY or CONSULTANT for failure to report any conflict, error, ambiguity or discrepancy in the Contract Documents, unless CONTRACTOR knew or reasonably should have known thereof.

2.4.3 INTERIOR INSPECTION FORM: Prior to beginning work, CONTRACTOR shall inspect with City's Representative or Engineer, building interior(s). Log conditions of ceiling tiles, lights, walls and flooring materials using the Interior Inspection Form attached at the end of this Section. Confirmation of existing conditions shall be made and recorded onto a video disk by the CONTRACTOR.

CONTRACTOR shall submit two copies of the form signed by the Contractor, City's Representative or Engineer and one copy of video disk.

2.4.4 EXTERIOR INSPECTION FORM: Prior to beginning work, CONTRACTOR shall inspect with City's Representative or Engineer, existing building exterior(s) and site conditions. Contractor shall log, as required, conditions of exterior walls, building attachments, sidewalks, miscellaneous paving and landscaping using the Exterior Inspection Form attached at the end of this Section.

Confirmation of existing conditions shall be made and recorded onto a by the CONTRACTOR on a video disk.

CONTRACTOR shall submit two copies of form signed by the Contractor, City's Representative or Engineer and one copy of video disk.

### 2.5. PRECONSTRUCTION CONFERENCE:

2.5.1. The CONTRACTOR is required to attend a preconstruction conference within twenty (20) days after the Contract Times start to run, but before any WORK at the site is started. This conference shall be attended by the CITY, CONSULTANT, and others as appropriate in order to discuss the WORK.

2.5.2. The CONTRACTOR'S initial schedule for shop drawings submittals, obtaining permits and Plan of Operation and CPM Schedule shall be reviewed and finalized. As a minimum, the CONTRACTOR'S representatives should include its project manager and schedule expert. If the submittals are not finalized at the end of the meeting, additional meetings shall be held so that the submittals can be finalized prior to the submittal of the first Application for Payment. No Application for Payment shall be processed prior to receiving acceptable initial submittals from the CONTRACTOR.

2.5.3 CITY shall schedule pre construction conference.

2.5.3.1 Attendance Required: CITY's Project Manager, CONSULTANT, and Contractor/CM Project Manager and Superintendent.

2.5.3.2 Agenda:  
Distribution of Contract Documents.  
Confirmation of prior submission (during bid process) of list of Subcontractors, list of Products, Schedule Of Values, and Progress Schedule.

2.5.3.3 Designation of personnel representing the parties in Contract, and the CONSULTANT.

2.5.3.4 Procedures and processing of field decisions, submittals, substitutions, applications for payments, proposal request, Change Orders and Contract closeout procedures.  
Scheduling.

2.5.3.5 Scheduling activities of a Geotechnical Engineer.

2.5.3.6 Issuance of Notice to Proceed.

2.5.3.7 CONTRACTOR shall record minutes and distribute copies within two days after meeting to participants, with copies to CONSULTANT, CITY, participants, and those affected by decisions made.

### 2.6 SITE MOBILIZATION MEETING

2.6.1 CITY will schedule a meeting at the Project site prior to Contractor occupancy.

2.6.2 Attendance Required: CITY, CONSULTANT, Special Consultants, and Contractor, Contractor's Superintendent, and major Subcontractors.

2.6.3 Agenda:

2.6.3.1 Use of premises by CITY and Contractor.

2.6.3.2 CITY's requirements and partial occupancy.

2.6.3.3 Construction facilities and controls provided by CITY.

2.6.3.4 Temporary utilities provided by CITY.

2.6.3.5 Survey and building layout.





- 2.6.3.6 Security and housekeeping procedures.
- 2.6.3.7 Schedules.
- 2.6.3.8 Application for payment procedures.
- 2.6.3.9 Procedures for testing.
- 2.6.3.10 Procedures for maintaining record documents.
- 2.6.3.11 Requirements for start-up of equipment.
- 2.6.3.12 Inspection and acceptance of equipment put into service during construction period.
- 2.6.3.13 Record minutes and distribute copies within two days after meeting to participants, with copies to CONSULTANT, CITY, participants, and those affected by decisions made.

## 2.7 PROGRESS MEETINGS

- 2.7.1 CONTRACTOR shall:
  - 2.7.1.1 schedule and administer meetings throughout progress of the work at maximum monthly intervals.
  - 2.7.1.2 Make arrangements for meetings, prepare agenda with copies for participants, and preside at meetings.
  - 2.7.2 Attendance Required: Job superintendent, major Subcontractors and suppliers, CITY, CONSULTANT, as appropriate to agenda topics for each meeting.
- 2.7.3 Agenda:
  - 2.7.3.1 Review minutes of previous meetings.
  - 2.7.3.2 Review of Work progress.
  - 2.7.3.3 Field observations, problems, and decisions.
  - 2.7.3.4 Identification of problems that impede planned progress.
  - 2.7.3.5 Review of submittals schedule and status of submittals.
  - 2.7.3.6 Review of off-site fabrication and delivery schedules.
  - 2.7.3.7 Maintenance of progress schedule.
  - 2.7.3.8 Corrective measures to regain projected schedules.
  - 2.7.3.9 Planned progress during succeeding work period.
  - 2.7.3.10 Coordination of projected progress.
  - 2.7.3.11 Maintenance of quality and work standards.
  - 2.7.3.12 Effect of proposed changes on progress schedule and coordination.
  - 2.7.3.13 Other business relating to work.
  - 2.7.3.14 Record minutes and distribute copies within two days after meeting to participants, with copies to CONSULTANT, CITY, participants, and those affected by decisions made.

## 2.8 PREINSTALLATION MEETING

- 2.8.1 When required in individual specification section, convene a pre-installation meeting at the site prior to commencing work of the section.
- 2.8.2 Require attendance of parties directly affecting, or affected by, work of the specific section.
- 2.8.3 Notify CITY and CONSULTANT five working days in advance of meeting date.
- 2.8.4 Prepare agenda and preside at meeting:
- 2.8.5 Review conditions of installation, preparation and installation procedures.
- 2.8.6 Review coordination with related work.
- 2.8.6 Record minutes and distribute copies within two days after meeting to participants, with copies to CONSULTANT, CITY, participants, and those affected by decisions made.

## 2.9. FINALIZING SCHEDULES:

- 2.9.1. Within ten (10) days of receiving the Notice to

Proceed the CONTRACTOR shall submit the final schedule approved by the CITY and CONSULTANT. The finalized progress schedule shall be acceptable to the CITY as providing an orderly progression of the WORK to completion within the Contract Time, but such acceptance shall neither impose on the CITY responsibility for the progress or scheduling of the WORK nor relieve CONTRACTOR from full responsibility thereof. The finalized schedule of Shop Drawing submissions shall be acceptable to the CITY as providing a workable arrangement for processing the submissions. The finalized Schedule Of Values shall be acceptable to the CITY as to form and substance.

## 2.10 SUBMITTAL PROCEDURES

### 2.10.1 SCOPE OF WORK

Administrative and procedural requirements for processing of submittals during construction process. Submittals may include the following:

- a) Proposed Products Lists.
- b) Proposed Vendor List.
- c) Product Data.
- d) Shop Drawings.
- e) Samples.
- f) Design Data.
- g) Field Test Reporting.
- h) Quality Control Reporting.
- i) Certificates.
- j) Manufacturer's Installation, Handling and Storage Instructions.
- k) Manufacturer's Field Reports.
- l) Erection Drawings.
- m) Closeout Documents
- n) Warranties.
- o) Scheduling of Work
- p) Construction Progress Schedule.
- q) Submittals Schedule.
- r) Survey and Layout Data.
- s) Construction Progress Reporting.
- t) Periodic Work Observation.
- u) Photographic Documentation.
- v) Purchase Order Tracking.
- w) Operation and Maintenance Documentation

### 2.10.2 RELATED SECTIONS

- A. Payment Procedures.
- B. Project Coordination.
- C. References.
- D. Quality Control.
- E. Product Storage and Handling Requirements.
- F. Closeout Submittals.

2.10.2.1 SEE 2.10.2 RELATED SECTIONS AND SUBMITTAL SECTIONS 2.10.1 FOR INDIVIDUAL SUBMITTAL PROCEDURES.

### 2.10.3 SUBMITTAL PROCEDURES-GENERAL

2.10.3.1 Submittal Procedures shall be in conformance with General Conditions of the Contract and as amended by City.

2.10.3.2 Transmit each submittal with City's Standard Transmittal form.

2.10.3.3 Sequentially number each transmittal forms.





Revise submittals with original number and a sequential alphabetic suffix.

2.10.3.4 Identify project, Contractor, subcontractor or supplier pertinent drawing and detail number, and specification section number, as appropriate.

2.10.3.5 Apply Contractor's stamp, signed or initialed certifying that review, approval, verification of products required, field dimensions, adjacent construction work, and coordination of information are in accord with requirements of the work and contract documents.

2.10.3.6 Schedule submittals to expedite the project, and deliver to Consultant and City at business address. Coordinate submission of related items.

2.10.3.7 For each submittal for review, allow 10 days excluding delivery time to and from the Contractor.

2.10.3.8 Identify variations from contract documents and product or system limitations, which may be detrimental to successful performance of the completed work.

2.10.3.9 Provide space for Contractor and Consultant review stamps.

2.10.3.10 When revised for resubmission, identify all changes made since previous submission.

2.10.3.11 Distribute copies of reviewed submittals as appropriate. Instruct parties to promptly report any inability to comply with requirements.

2.10.3.12 Submittals not requested will not be recognized or processed.

#### 2.10.4 PRODUCT DATA

##### 2.10.4.1 Product Data for Review:

2.10.4.1.1 Submit to Consultant for review for purpose of checking for conformance with information given and design concept expressed in Contract Documents.

2.10.4.1.2 After review, provide copies and distribute per Submittal Procedures article above and for record documents purposes described in Section 01 78 00 – Closeout Submittals.

##### 2.10.4.2 Product Data for Information:

2.10.4.2.1 Submittal for Consultant's knowledge as contract administrator or for City.

##### 2.10.4.3 Product Data for Project Close-out:

2.10.4.3.1 Submit for City's benefit during and after project completion.

2.10.4.4 Submit number of copies, which Contractor/CM requires, plus two copies for Consultant.

2.10.4.5 Mark each copy to identify applicable products, models, options, and other data.

2.10.4.6 Supplement manufacturers' standard data to provide information unique to project.

2.10.4.7 Indicate product utility and electrical characteristics, utility connection requirements, and location

of utility outlets for service for functional equipment and appliances.

2.10.4.8 After review, distribute in accord with Submittal Procedures article above and provide copies for record documents described in Section 6.37 Closeout Submittals.

#### 2.10.5 CONSTRUCTION SUBMITTALS

2.10.5.1 Submit one copy of Building Permit, Site Permits, Environmental Permits, or other permits required for construction of work.

2.10.5.2 Submit Payment Applications to Consultant for review for purpose of checking conformance with information given and design concept expressed in Contract Documents.

##### 2.10.5.3 Certificates:

2.10.5.3.1 When specified, submit certification by manufacturer, installation/application subcontractor, or contractor to Consultant, in quantities specified for Product Data.

2.10.5.3.2 Indicate material or Product conforms to or exceeds specified requirements.

2.10.5.3.3 Submit supporting reference date, affidavits, and certifications as appropriate.

2.10.5.3.4 Certificates may be recent or previous test results on material or Product, but must be acceptable to Consultant.

##### 2.10.5.4 Manufacturer's Instructions:

2.10.5.4.1 When specified, submit printed instructions for delivery, storage, assembly, installation, start-up, adjusting, and finishing, to Consultant for delivery to City in quantities specified for Product Data.

2.10.5.4.2 Indicate special procedures, perimeter conditions requiring special attention, and special environmental criteria required for application or installation.

2.10.5.4.3 Refer to Quality Control and Warranty sections for quality assurance requirements.

##### 2.10.5.5 Manufacturer's Field Reports:

2.10.5.5.1 Submit reports to Consultant and City's Project Manager.

2.10.5.5.2 Submit report within 5 days of observation to Consultant.

2.10.5.5.3 Submit for information for purpose of assessing conformance with information given and design concept expressed in Documents.

##### 2.10.5.6 Erection Drawings:

2.10.5.6.1 Submit drawings to Consultant and City's Project Manager.

2.10.5.6.2 Submit for information for purpose of assessing conformance with information given and design concept expressed in Documents.

2.10.5.6.3 Data indicating inappropriate or unacceptable work is subject to rejection by Consultant or City.

#### ARTICLE 3 USE OF CONTRACT DOCUMENTS

##### 3.1. INTENT:

3.1.1. The Contract Documents comprise the entire agreement between the CITY and CONTRACTOR concerning the WORK. The Contract Documents are



complementary: what is called for by one is as binding as if called for by all. The Contract Documents shall be construed in accordance with the laws of the State of Florida with venue in Palm Beach County, Florida.

3.1.2. It is the intent of the Contract Documents to describe the WORK, functionally complete, to be constructed in accordance with the Contract Documents. Any labor, documentation, services, materials or equipment that may reasonably be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the intended result shall be provided whether or not specifically called for.

### 3.2. REFERENCE TO STANDARDS:

3.2.1. Reference to standard specifications, manuals or codes of any technical society, organization or association, or to the Laws or Regulations of any governmental authority, whether such reference be specific or by implication, shall mean the latest standard specification, manual, code or Laws or Regulations in effect at the time of opening of Bids, except as may be otherwise specifically stated. However, no provision of any referenced standard specification, manual or code (whether or not specifically incorporated by reference in the Contract Documents) shall be effective to change the duties or responsibilities of the CITY, CONTRACTOR or CONSULTANT or any of their agents or employees from those set forth in the Contract Documents, nor shall it be effective to assign to CITY, CONSULTANT OR CONSULTANT'S agents or employees, any duty or authority to supervise or direct the furnishing or performance of the WORK or any duty or authority to undertake responsibility contrary to the provisions of the Contract Documents.

### 3.3. REVIEW OF CONTRACT DOCUMENTS

3.3.1 The Contract Documents which comprise the Contract between the CITY and the Contractor are attached hereto and made part hereof and consist of the following:

- 3.3.1.1 The Purchase Order.
- 3.3.1.2 Contractor's Bid and Bid Bonds
- 3.3.1.3 Bid Documents, consisting of:
- 3.3.1.4 Invitation to Bid and Instructions to bidders.
- 3.3.1.5 General Conditions.
- 3.3.1.6 Special Conditions.
- 3.3.1.7 Technical Provisions.
- 3.3.1.8 All Plans.
- 3.3.1.9 All Addenda.
- 3.3.1.10 Recorded Public Construction Performance and Payment Bond in a form supplied by the CITY, which shall be provided to the CITY by the Contractor, along with the return of an executed Purchase Order. The Contractor shall be responsible for recording the Public Construction Bond.
- 3.3.1.11 Insurance Certificates which shall be provided by the Contractor, along with the return of an executed copy of this Contract.
- 3.3.1.12 Any Modifications, including change orders, duly delivered after execution of this Contract.
- 3.3.1.13 Executed Notice of Intent to Award.
- 3.3.1.14 Executed Notice to Proceed

3.3.2 Except for duly authorized and executed Modifications including but not limited to change orders and

contract amendments, any conflict between the terms and conditions of this Contract and the terms and conditions of any of the other contract documents shall be interpreted in favor of this Contract

3.3.3. If, during the performance of the WORK, CONTRACTOR finds a conflict, error or discrepancy in the Contract Documents, CONTRACTOR shall so notify the CONSULTANT, in writing, at once and before proceeding with the WORK affected thereby shall obtain a written interpretation or clarification, except in an emergency as authorized by paragraph 6.13.

### 3.4. ORDER OF PRECEDENCE OF CONTRACT DOCUMENTS

3.4.1. In resolving conflicts resulting from errors or discrepancies in any of the Contract Documents, the order of precedence shall be as follows:

1. Change Order/Contract Amendment
2. Construction Contract or Purchase Order
3. Addenda, with later date having greater priority
4. Bid Form
5. Special Conditions
6. Supplemental General Conditions
8. Invitation to Bid
9. Instructions to Bidders
10. General Conditions
11. Technical Specifications
12. Contract Drawings

The captions or subtitles of the several articles and divisions of these Contract Documents constitute no part of the context and hereof, but are only labels to assist in locating and reading the provisions hereof.

3.4.2. With reference to the Drawings, the order of precedence is as follows:

1. Figures govern over scaled dimensions
2. Detail drawings govern over general drawings
3. Addenda/Change Order drawings govern over any other drawings
4. Drawings govern over standard drawings

3.4.3. Except as otherwise specifically stated in the Contract Documents or as may be provided by amendment or supplement thereto issued by one of the methods indicated in paragraph 3.5, (Amending of Contract Documents) the provisions of the Contract Documents shall take precedence in resolving any conflict, error, ambiguity or discrepancy between the provisions of the Contract Documents and:

1. The provisions of any such standard, specification, manual, code or instruction (whether or note specifically incorporated by reference in the Contract Documents); or
2. The provisions of any such Laws or Regulations applicable to the performance of the WORK (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

No provision of any such standard, specification, manual, code or instruction shall be effective to change the duties and responsibilities of CITY, CONTRACTOR or CONSULTANT, or any of their subcontractors, agents or



employees from those set forth in the Contract Documents, no shall it be effective to assign to CITY, CONSULTANTS or any of CONSULTANTS's agents or employees any duty or authority to supervise or direct the furnishing or performance of the WORK or any duty or authority to undertake responsibility inconsistent with the provisions of paragraph 9.11, (Limitations on Consultant) or any other provision of the Contract Documents.

### 3.5. AMENDING CONTRACT DOCUMENTS:

3.5.1. The Contract Documents may be amended by a written amendment to provide for additions, deletions and revisions in the WORK or to modify the terms and conditions thereof by a Change Order (pursuant to Article 10, Changes in the Work).

3.5.2. Additionally, the requirements of the Contract Documents may be supplemented and minor variations and deviations in the WORK may be authorized, in one or more of the following ways:

3.5.2.1. a Field Order (pursuant to paragraph 9.5, Changes in the Work)

3.5.2.2. CONSULTANT'S approval of a Shop Drawing or sample (pursuant to paragraphs 6.11, Shop Drawings and Samples), or

3.5.2.3. CONSULTANT'S written interpretation or clarification (pursuant to paragraph 9.4 Clarifications and Interpretations).

### 3.6. CITYSHIP/ REUSE OF DOCUMENTS:

3.6.1. Neither CONTRACTOR nor any Subcontractor or Supplier or other person or organization performing or furnishing any of the WORK under a direct or indirect contract with the CITY shall have or acquire any title to or Cityship rights in any of the Contract Documents, drawings, technical specifications or other documents used on the WORK; and, they shall not reuse any of them on extensions of the Project or any other project without prior written consent of the CITY and CONSULTANT.

3.6.2 All documents, including but not limited to drawings, specifications, plans, reports, other items and data or programs stored in hard-copy, electronically or otherwise (collectively referred to as "Documents" hereafter), prepared by the CONTRACTOR or its subcontractors under the Contract Documents shall be considered a "Work for Hire" and the exclusive property of the CITY. To the extent such Documents may not be deemed a "Work for Hire" under applicable law, the CONTRACTOR and its subcontractors will assign to the CITY all right, title and interest in and to CONTRACTOR's and/or its subcontractors' copyright(s) for such Documents. CONTRACTOR shall execute and deliver to CITY such instruments of transfer and take such other action that CITY may reasonable request, including, without limitation, executing and filing, at CITY's expense, copyright applications, assignments and other documents required for the protection of CITY's right to such Documents. The CONTRACTOR shall retain copies of the Documents for a period of three (3) years from the date of completion of the project. The CITY grants to the CONTRACTOR and its subcontractors the right and/or limited license to use a portion of the Documents prepared by the CONTRACTOR or its subcontractors in future projects of the CONTRACTOR or its subcontractors with said right and/or limited license to use

a portion at CONTRACTOR's or its subcontractor's own risk and without any liability to the CITY. Any modifications made by the CITY to any of the CONTRACTOR's or its subcontractor's Documents, or any use, partial use or reuse of the Documents without written authorization or adaptation by the CONTRACTOR or its subcontractor(s) will be at the CITY's sole risk and without liability to the CONTRACTOR or its subcontractor(s).

### ARTICLE 4 – SITE OF THE WORK

#### 4.1. AVAILABILITY OF LANDS:

4.1.1. The CITY shall furnish, as indicated in the Contract Documents, the lands upon which the WORK is to be performed, rights-of-way and easements for access thereto and such other lands which are designated for the use of CONTRACTOR. Easements for permanent structures or permanent changes in existing facilities shall be obtained and paid for by the CITY, unless otherwise provided in the Contract Documents. Nothing contained in the Contract Documents shall be interpreted as giving the CONTRACTOR exclusive occupancy of the lands or rights-of-way provided. CONTRACTOR shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

4.1.2. Occupying Private Land: The Contractor shall not enter upon nor use any property not under the control of the CITY until a written temporary construction easement agreement has been executed by the CONTRACTOR and the property City, and a copy of said easement furnished to the CITY and CONSULTANT prior to said use; and, neither the CITY nor the CONSULTANT shall be liable for any claims or damages resulting from the CONTRACTOR'S trespass on or use of any such properties. The CONTRACTOR shall provide the CITY with a signed release from the property City confirming that the lands have been satisfactorily restored upon completion of the WORK.

4.1.3. WORK in State, County and CITY Rights-of-Way and Easements: When the WORK involves the installation of sanitary sewers, storm sewers, drains, water mains, manholes, underground structures, or other disturbances of existing features in or across streets, rights-of-way, easements, or other property, the CONTRACTOR shall (as the WORK progresses) promptly back-fill, compact, grade and otherwise restore the disturbed area to a basic condition which shall permit resumption of pedestrian or vehicular traffic and any other critical activity or function consistent with the original use of the land. Unsightly mounds of earth, large stones, boulders, and debris shall be removed so that the site presents a neat appearance as part of the contract.

4.1.4. WORK Adjacent to Telephone, Power, Cable TV and Gas Company Structures: In all cases where WORK is to be performed near telephone, power, water, sewer, drainage, cable TV, or gas company facilities, the Contractor shall provide written notification to the respective companies of the areas of which WORK is to be performed, prior to the actual performance of any WORK in these areas.

4.1.5. Use of Public Streets: The use of public streets and alleys shall be such as to provide a minimum of inconvenience to the public and to other vehicular and non-vehicular traffic. The CONTRACTOR shall remove any earth or excavated materials spilled from trucks and clean



the streets to the satisfaction of the CITY, the CONSULTANT, the Florida Department of Transportation, or other agency or governmental entity having jurisdiction, as applicable.

#### 4.2. REPORTS OF PHYSICAL CONDITIONS:

**4.2.1. Subsurface Explorations:** Where applicable, reference is made in the technical specifications for identification of those reports of explorations and tests of subsurface conditions at the site that have been utilized by CONSULTANT in preparation of the Contract Documents.

**4.2.2. Existing Structures:** Where applicable, reference is made to the technical specifications, for identification of those drawings of physical conditions in or relating to existing surface and subsurface structures (except Underground Facilities referred to in paragraph 4.3 herein) which are at or contiguous to the site that have been utilized by CONSULTANT in preparation of the Contract Documents.

**4.2.3** Neither the CITY nor CONSULTANT makes any representation as to the completeness of the reports or drawings referred to in Paragraph 4.2.1. Subsurface Explorations or 4.2.2. Existing Structures above or the accuracy of any data or information contained therein. CONTRACTOR may rely upon the general accuracy of the technical data contained in such reports and drawings but not for the completeness thereof for CONTRACTOR'S purposes including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by CONTRACTOR and safety precautions and programs incident thereto. However, the CONTRACTOR may not rely upon any interpretation of such technical data, including any interpolation or extrapolation thereof, or any non-technical data, interpretations, and opinions contained therein.

**4.2.4** Where the dimensions and locations of existing structures are of critical importance in the installation or connection of new WORK, the CONTRACTOR shall verify such dimensions and locations in the field before the fabrication of any materials or equipment which is dependent on the correctness of such information. There shall be no additional cost to the CITY for CONTRACTOR'S failure to verify such dimensions and locations, or for inaccurate verifications by CONTRACTOR.

#### 4.3. PHYSICAL CONDITIONS -- UNDERGROUND FACILITIES:

**4.3.1. Indicated:** The information and data indicated in the Contract Documents with respect to existing Underground Utilities at or contiguous to the site is based on information and data furnished to the CITY or CONSULTANT by the City of such Underground Utilities or by others.

**4.3.1.1.** The CITY and CONSULTANT shall not be responsible for the accuracy or completeness of any such information or data; and,

**4.3.1.2** The CONTRACTOR shall notify the Underground Service Alert (USA) System, Phone No. 1-800-227-2600, and Sunshine State One Call Services (1-800-432-4770) at least 48 hours in advance of the commencement of WORK at any site to allow the member utilities to examine the construction site and mark the

location of the utilities' respective facilities.

**4.3.1.3.** The CONTRACTOR acknowledges that some (or all) of the utility companies with facilities shown on the drawings may not be members of the USA System or Sunshine State One Call Services; and, therefore, not automatically contacted by the above referenced telephone number. The CONTRACTOR shall be responsible for making itself aware of utility company facilities not reported by the USA System or Sunshine State One Call Services, and shall be liable for any and all damages stemming from repair or delay costs or any other expenses resulting from the unanticipated discovery of underground utilities. The CONTRACTOR shall be responsible for notifying all of the utilities at least 48 hours in advance of the commencement of WORK at any site to allow the utilities to examine the construction site and mark the location of the utilities' respective facilities. The CONTRACTOR shall also be responsible for verifying that each utility has responsibly responded to such notification.

**4.3.1.4.** CONTRACTOR shall have full responsibility for reviewing and checking all such information and data. Further, the CONTRACTOR shall be responsible for locating all Underground Facilities whether or not shown or indicated in the Contract Documents, for coordination of the WORK with the City of such Underground Facilities during construction, for the safety and protection thereof as provided in paragraph 6.10, and repairing any damage thereto resulting from the WORK, the cost of all of which shall be considered as having been included in the Contract Price.

**4.3.1.5.** All water pipes, sanitary sewers, storm drains, force mains, gas mains, or other pipe, telephone or power cables or conduits, pipe or conduit casings, curbs, sidewalks, service lines and all other obstructions, whether or not shown, shall be temporarily removed from or supported across utility line excavations. Where it is necessary to temporarily interrupt services, the CONTRACTOR shall notify the CITY or occupant of such facilities both 48 hours before the interruption and again immediately before service is resumed. Before disconnecting any pipes or cables, the CONTRACTOR shall obtain permission from the CITY or occupant, or shall make suitable arrangements for their disconnection by the CITY or occupant. The CONTRACTOR shall be responsible for any damage to any such pipes, conduits or cables, and shall restore them to service promptly, as part of the work, as soon as the WORK has progressed past the point involved. Approximate locations of known water, sanitary, drainage, natural gas, power, telephone and cable TV installations along the route of new pipelines or in the vicinity of new WORK are shown, but are to be verified in the field by the Contractor prior to performing the WORK. The CONTRACTOR shall uncover these pipes, ducts, cables, etc., carefully, by hand prior to installing his WORK. Any discrepancies or differences found shall be immediately brought to the attention of the CONSULTANT in order that necessary changes may be made to permit installation of the WORK.

**4.3.2. Not Indicated:** If an Underground Facility is uncovered or revealed at or contiguous to the site which was not shown, nor located by the facilities and which CONTRACTOR could not reasonably have been expected to be aware of, CONTRACTOR shall, promptly after becoming aware thereof and before performing any WORK affected thereby (except in an emergency as permitted by paragraph





6.10), identify to the CITY of such Underground Facility and give written notice thereof to that City and to the CITY and the CONSULTANT. The CONSULTANT shall promptly review the Underground Facility to determine the extent to which the Contract Documents should be modified to reflect and document the consequences of the existence of the Underground Facility, and the Contract Documents shall be amended or supplemented to the extent necessary. During such time, CONTRACTOR shall be responsible for the safety and protection of such Underground Facility as provided in paragraph 6.13.

#### 4.4. DIFFERING SITE CONDITIONS

4.4.1. The CONTRACTOR shall notify the CONSULTANT, in writing, of the following unforeseen conditions, hereinafter called differing Site conditions, promptly upon their discovery (but in no event later than 14 days after their discovery) and before they are disturbed:

4.4.1.1. Subsurface or latent physical conditions at the Site of the WORK differing materially from those indicated, described, or delineated in the Contract Documents, including those reports discussed in Paragraph 4.2 and 4.3; (Physical Conditions, Underground facilities) and

4.4.1.2. Any unknown physical conditions and the Site of the WORK 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, including those reports and documents discussed in Paragraph 4.2 and 4.3.

4.4.2. CONSULTANT shall promptly review the pertinent conditions, determine the necessity of obtaining additional explorations or tests with respect thereto and advise the CITY in writing (with a copy to the CONTRACTOR) of CONSULTANT'S findings and conclusions.

4.4.3. If CONSULTANT concludes that because of newly discovered conditions a change in the Contract Documents is required, a Change Order shall be issued as provided in Article 10 (Changes in the Work) to reflect and document the consequences of the difference.

4.4.4. In each such case, an increase or decrease in the Contract Price or an extension or shortening of the Contract Time, or any combination thereof, shall be allowable to the extent that they are attributable to any such inaccuracy or difference. If the CITY and CONTRACTOR are unable to agree as to the amount or length thereof, a claim may be made therefor as provided in Article 11, Change of Contract Price, and Article 12, Change of Contract Time.

4.4.5. The CONTRACTOR'S failure to give notice of differing Site conditions within 7 days of their discovery and before they are disturbed shall constitute a waiver of all claims in connection therewith, whether direct or consequential in nature.

#### 4.5 HAZARDOUS ENVIRONMENTAL CONDITIONS

**4.5.1 Reports and Drawings:** Reports and Drawings, if any, will be attached to the Contract Documents. Such reports and drawings will include those known to City relating to Hazardous Environmental Conditions that have been identified at the Site.

**4.5.2 Limited Reliance by Contractor on Technical Data Authorized:** Unless otherwise set forth in the Special Conditions, the Contractor may not rely upon the accuracy of the "technical data" contained in such reports and drawings. Such reports and drawings are not Contract Documents. Except for such reliance on such "technical data" as set forth in the Special Conditions, if any, Contractor may not rely upon or make any claim against City or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors with respect to:

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

4.5.2.2 Other data, interpretations, opinions and information contained in such reports or shown or indicated in such drawings; or

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

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

4.5.2.5 If Contractor encounters a Hazardous Environmental Condition or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, Contractor shall immediately:

- (i) Secure or otherwise isolate such condition;
- (ii) Stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 6.10); and
- (iii) Notify City and Engineer (and promptly thereafter confirm such notice in writing). City shall promptly consult with Engineer concerning the necessity for City to retain a qualified expert to evaluate such condition or take corrective action, if any.

4.5.2.6 Contractor shall not be required to resume Work in connection with such condition or in any affected area until after City has obtained any required permits related thereto and delivered written notice to Contractor: (i) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work; or (ii) specifying any special conditions under which such Work may be resumed safely. If City and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, or both, as a result of such Work stoppage or such special conditions under which Work is agreed to be resumed by Contractor, either party may make a Claim therefor as provided in Article 10.

4.5.2.7 If after receipt of such written notice Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then City may order the portion of the Work that is in the area affected by such



condition to be deleted from the Work. If City and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of an adjustment in Contract Price or Contract Times as a result of deleting such portion of the Work, then either party may make a Claim therefor as provided in Article 10, Changes in the Work. City may have such deleted portion of the Work performed by City's own forces or others in accordance with Article 7, Other Work..

4.5.2.8 To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless City and Engineer, and their respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, liabilities, damages, losses, costs and expenses, including, but not limited to, reasonable costs, collection expenses, attorneys' fees and court costs, all fees and charges of engineers, Engineers, and other professionals and all arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible, whether such Hazardous Environmental Condition was created actively or passively or whether its creation was joint, concurrent or contributing.

4.5.2.9 Nothing in this Paragraph 4.5. shall obligate Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence. Contractor recognizes the broad nature of this indemnification and hold harmless clause, as well as the provision of a legal defense to the City when necessary, and voluntarily makes this covenant and expressly acknowledges the receipt of such good and valuable consideration provided by City in support of these indemnification, legal defense and hold harmless contractual obligations in accordance with the laws of the State of Florida. This clause shall survive the termination of the Contract Documents. Compliance with any insurance requirements required elsewhere in the Contract Documents shall not relieve Contractor of its liability and obligation to defend, hold harmless and indemnify the City as set forth in this article of the Contract Documents. Nothing in the Contract Documents shall be construed or interpreted as consent by the City to be sued, nor as a waiver of sovereign immunity beyond the waiver or limits provided in §768.28, Florida Statutes (whether active or passive), misconduct, or other fault, in whole or in part (whether joint, concurrent, or contributing),

#### 4.6. REFERENCE POINTS:

4.6.1. The CITY shall provide, if available, engineering surveys to establish reference points for construction, which in CONSULTANT'S judgment are necessary to enable CONTRACTOR to proceed with the WORK.

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

#### ARTICLE 5 -- BONDS AND INSURANCE

##### 5.1. BONDS:

5.1.1. CONTRACTOR shall upon delivery of the executed Contract or receipt of a Notice of Tentative Award to the CITY furnish Performance and Payment Bonds, in accordance with section 255.05, Florida Statutes, each in an amount at least ONE HUNDRED PERCENT (100%) of the Contract Price as security for the faithful performance and payment of all CONTRACTOR'S obligations under the Contract Documents. Said bonds must be provided to the CITY within FIFTEEN (15) business days of the Notice Of Tentative Award or delivery of a Purchase Order or contract to CONTRACTOR to execute and return to the City, or the CITY, at it's sole discretion and option may terminate the contract. These Bonds shall remain in effect at least until one year after the date when final payment becomes due, except as otherwise provided by Law or Regulation or by the Contract Documents. CONTRACTOR shall also furnish such other Bonds as are required by the Supplementary Conditions. Each Bond shall be furnished in an amount equal to ONE HUNDRED PERCENT 100% of the amount of the Contract award. The form and conditions of the Bonds and the Surety shall be as specified and supplied by the CITY in the Bid Documents.

5.1.2 The CONTRACTOR shall provide a Maintenance and Guaranty Bond in the amount of 50% of the Performance and Payment Bonds to provide a guarantee against defects in the WORK occurring during the year following the one-year correction period. The Bond shall be payable to the CITY, and be at the sole cost of the CONTRACTOR. The form and conditions of the Bonds and the Surety shall be as specified and supplied by the CITY in the Bid Documents.

5.1.3. The Surety shall be a nationally recognized Surety Company acceptable to the CITY, listed on the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Audit Staff, Bureau of Government Financial Operations, U.S. Treasury Department, and meet the other requirements of Florida Statutes Section 287.0935 (2020).

**For projects exceeding five hundred thousand dollars, all bonds shall be placed with sureties with Best Ratings as stated below.** The name, address and telephone number of the surety and its agent must be listed on the bond.

5.1.4 For contracts up to \$499,999.99 the surety shall have twice the minimum surplus and capital required by the Florida Insurance Code at the time the bid is issued for the Work, otherwise the surety shall have the following minimum ratings:

5.1.5 The Bond shall specifically incorporate and acknowledge the Surety's responsibility for liquidated damages.

5.1.6 Bonds shall be executed and issued by a resident agent, licensed and having an office in Palm Beach, Dade, Broward, St. Lucie, Indian River and Martin Counties, Florida, representing such corporate sureties.

5.1.7. If the CONTRACTOR is a partnership, the Bond shall be signed by each of the individuals who are partners; if a corporation, the Bond shall be signed in the correct





corporate name by duly authorized officer, agent or attorney-in-fact. There shall be executed an appropriate number of counterparts of the bond corresponding to the number of counterparts in the Contract. Each executed bond shall be accompanied by (a) appropriate acknowledgment of the respective parties; (b) appropriate duly certified copy of Power-of-Attorney or other certification of authority where bond is executed by agent, officer or other representative of Contractor or Surety; (c) duly certified extract from by-laws or resolutions of Surety under which Power-of-Attorney, or other certificate of Authority of its agent, officer or representative was issued.

5.1.8. If the surety on any Bond furnished by CONTRACTOR is declared bankrupt or becomes insolvent or its right to do business is terminated in the state of Florida or it ceases to meet the requirements of paragraph 5.1.3 and 5.1.4, CONTRACTOR shall within five days thereafter substitute another Bond and Surety, both of which must be in conformance with paragraph 5.1.3 and 5.1.4. **Under no circumstances shall the successful CONTRACTOR begin WORK (or recommence WORK after a default or abandonment) until he/she has supplied to the CITY Performance and Payment Bonds (in accordance with section 255.05 Florida Statutes) and an Affidavit for Bonds using the CITY form, and the CITY has approved the bonds. Contractor shall execute and record all bonds in the public records of the county where the improvement is located prior to delivering the bonds to the City. The CONTRACTOR shall provide the CITY a certified copy of the recorded bonds. Non-registered bonds shall be rejected. The CITY may not make a payment to the CONTRACTOR until the CONTRACTOR has complied with section 255.05(1)(b), Florida Statutes.**

## 5.2. INSURANCE:

5.2.1 The CONTRACTOR agrees to, in the performance of work and services under this Agreement, comply with all federal, state, and local laws and regulations now in effect, or hereinafter enacted during the term of this agreement that are applicable to the CONTRACTOR, its employees, agents, or subcontractors, if any, with respect to the work and services described herein. The CONTRACTOR shall obtain at CONTRACTOR's expense all necessary insurance in such form and amount as required by the City's Risk & Safety Officer before beginning work under this Agreement. The CONTRACTOR shall maintain such insurance in full force and effect during the life of this Agreement. The CONTRACTOR shall provide to the City's Risk & Safety Officer certificates of all insurance required under this section prior to beginning any work under this Agreement. The CONTRACTOR shall indemnify and save the City harmless from any damage resulting to it for failure of either CONTRACTOR or any subcontractor to obtain or maintain such insurance.

The following are required types and minimum limits of insurance coverage, which the CONTRACTOR agrees to maintain during the term of this contract:

Contract Amount	Best Key Rating
Under \$500,000	Class IX A or better
\$500,000 to \$2,499,999.99	Class XI A or better
Over \$2,500,000	Class XIV A or better

<b>Professional Liability</b>	<b>\$1,000,000</b>	<b>\$2,000,000</b>
<b>Line of Business/</b>	<b>Occurrence</b>	<b>Aggregate</b>

<b>Coverage</b>		
<b>Commercial</b>	<b>\$1,000,000</b>	<b>\$2,000,000</b>
<b>General Liability</b>		

Including:  
Premises/  
Operations  
Contractual Liability  
Personal Injury  
Explosion, Collapse, Underground Hazard  
Products/Completed Operations  
Broad Form Property Damage  
Cross Liability and Severability of Interest Clause

<b>Automobile Liability (including owned, non-owned and hired)</b>	<b>\$1,000,000</b>
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Workers' Compensation & Employer's Liability	<b>Statutory limits</b>
	\$500,000 per each disease; \$500,000 per each accident; and \$500,000 each employee.

5.2.2 The City reserves the right to require higher limits depending upon the scope of work under this Agreement.

5.2.3 Neither the CONTRACTOR nor any subcontractor shall commence work under this contract until they have obtained all insurance required under this section and have supplied the City with evidence of such coverage in the form of an insurance certificate and endorsement. The CONTRACTOR shall ensure that all subcontractors shall comply with the above guidelines and shall maintain the necessary coverage throughout the term of this Agreement.

5.2.4 All insurance carriers shall be rated at least A-VII per A.M. Best's Key Rating Guide and be licensed to do business in Florida. Policies shall be "Occurrence" form. Each carrier shall give the City sixty (60) days notice prior to cancellation.

5.2.5 The CONTRACTOR's general and automobile liability insurance policies shall be endorsed to add the City of Belle Glade its Commission, employees, officers and agents as an "additional insured". The CONTRACTOR's Worker's Compensation carrier shall provide a Waiver of Subrogation to the City. The CONTRACTOR shall be responsible for the payment of all deductibles and self-insured retentions.

5.2.6 If the CONTRACTOR is to provide professional services under this Agreement, the CONTRACTOR must provide the City with evidence of Professional Liability insurance with, at a minimum, a limit of \$1,000,000 per occurrence and \$2,000,000 in the aggregate. "Claims-Made" forms are acceptable for Professional Liability insurance.

5.2.7 The City may require higher limits for Professional Liability depending on the size of the project. In any event, the Bidder shall maintain such Professional Liability insurance in effect 3 years after the completion of the project.

5.2.8 Should the City require the Bidder to carry Builders Risk insurance for the project, it must be in the amount equal to the full replacement cost of the project.



5.2.9 Fulfillment by the Bidder of the insurance provisions does not limit the Bidder's liability to the amount of the policy limits.

## ARTICLE 6 -- CONTRACTOR'S RESPONSIBILITIES

### 6.1 CONTRACTOR STATUS:

6.1.1 The Contractor is an independent contractor and is not an employee or agent of the CITY. Nothing in this Contract shall be interpreted to establish any relationship other than that of an independent contractor, between the CITY and the Contractor, its employees, agents, subcontractors, or assigns, during or after the performance of this Contract. The Contractor shall take the whole responsibility for the means, methods, techniques, sequences, and production of the Work.

### 6.2 CONTRACTOR RISK:

6.2.1 The Contractor shall bear all losses resulting to him, or its, on account of the amount or character of the Work, or because of the nature of the ground beneath, in or on which the Work is done is different from what was assumed or expected, or because of bad weather, or because of errors or omissions in his or its bid on the Contract price, or except as otherwise provided in the Contract Documents because of any other causes whatsoever. Execution of this Contract by the Contractor is a representation that the Contractor has visited the site, has conducted a sufficient investigation of the surface and sub-surface conditions in order to submit its bid, has become familiar with the local conditions under which the Work is to be performed, and correlated personal observations with the requirements of the Contract Documents.

6.2.2 The Contractor shall protect the entire Work, all materials under the Contract and the CITY's property (including machinery and equipment) in, on, or adjacent to the site of the Work until final completion and Work, from the action of the elements, acts of other contractors, or except as otherwise provided in the Contract Documents, and from any other causes whatsoever; should any damage occur by reason of any of the foregoing, the Contractor shall repair at his, or its, own expenses to the satisfaction of the CITY or its Project Manager. Neither the CITY nor its officers, employees or agents assume any responsibility for collection of indemnities or damages from any person or persons causing injury to the Work of the Contractor.

6.2.3 At his, or its expense, the Contractor shall take all necessary precautions (including without limitation) the furnishing of guards, fences, warnings signs, walks, flags, cables and lights for the safety of and the prevention of injury, loss and damage to persons and property (including without limitation) in the term persons, members of the public, the CITY and its employees and agents, the Project Manager and his employees, Contractor's employees, his or its subcontractors and their respective employees, other contractors, their subcontractors and respective employees, on, about or adjacent to the premises where said Work is being performed, and shall comply with all applicable provisions of safety laws, rules, ordinances, regulations and orders of duly constituted public authorities and building codes.

6.2.4 The Contractor assumes all risk of loss, damage and destruction to all of his or its materials, tools appliances and

property of every description and that of his or its subcontractors and of their respective employees or agents, and injury to or death of the Contractor, his or its employees, subcontractors or their respective employees or agents, including legal fees, court costs or other legal expenses, arising out of or in connection with the performance of this Contract.

### 6.3 SUPERVISION AND SUPERINTENDENCE:

6.3.1 The CONTRACTOR shall supervise and direct the Work. He shall be solely responsible for the means, methods, techniques, sequences and procedures of construction. The CONTRACTOR shall 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. (Copies of written communications given to the Superintendent shall be mailed to the Contractor's home office.)

### 6.4 LABOR, MATERIALS AND EQUIPMENT: CONDITIONS, SUBSTITUTIONS

Related Article:

6.40; Product Substitution Requirements and Procedures

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

6.4.2 Materials and Equipment: The CONTRACTOR shall furnish all materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water and sanitary facilities and all other facilities and incidentals necessary for the execution, testing, initial operation and completion of the Work. All material stored on the job site shall remain the responsibility of the CONTRACTOR until incorporated into the work. The CITY shall not reimburse the CONTRACTOR for materials lost, stolen, or damaged while stored on the job site.

6.4.3 Condition of Materials: All materials and products supplied by the Bidder in conjunction with this bid shall be new, warranted for their merchantability, fit for a particular purpose, free from defects and consistent with industry standards. The products shall be delivered to the City in excellent condition. When special makes or grades of material which are normally packaged by the supplier or manufacturer are specified or approved, such materials shall be delivered to the site in their original packages or container with seals unbroken and labels intact. In the event that any of the products supplied to the City are found to be defective



or do not conform to the specifications, the City reserves the right to return the product to the Bidder at no cost to the City.

6.4.4 Installation / Assembly: All materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable manufacturer, fabricator or processors, except as otherwise provided in the Contract Documents.

6.4.5 Materials, Equipment, Products, and Substitutions: Materials, equipment and products incorporated in the Work must be approved for use before being purchased by the CONTRACTOR. The CONTRACTOR shall submit to the CONSULTANT and the CITY'S PROJECT MANAGER a list of proposed materials, equipment or products, together with such samples as may be necessary for him to determine their acceptability and obtain his approval, per Section 31 Instructions to Bidders if prior to award, or after award, within ten (10) calendar days after the CONTRACTOR should have been aware of then need for substitution unless otherwise stipulated in the Special Conditions. No request for payment for "or equal" equipment shall be approved until this list has been received and approved by the CONSULTANT. The City may require the CONTRACTOR to furnish at CONTRACTOR'S expense a special performance guarantee or other surety with respect to any substitute.

6.4.6 Should any work or materials, equipment or products not conform with requirements of the Drawings and Specifications or become damaged during the progress of the Work, such Work or materials shall be removed and replaced, together with any work disarranged by such alterations, at any time before completion and acceptance of the Project. All such work shall be done at the expense of the CONTRACTOR.

6.4.7 No materials or supplies for the Work shall be purchased by the CONTRACTOR or by any Subcontractor subject to any chattel mortgage or under a conditional sale or other agreement by which an interest is retained by the Seller. The CONTRACTOR warrants that he has good title to all materials and supplies used by him in the Work.

6.4.8. If a specific means, method, technique, sequence or procedure of construction is indicated in or required by the Contract Documents, CONTRACTOR may furnish or utilize a substitute means, method, sequence, technique or procedure of construction if acceptable to the CITY and CONSULTANT, if CONTRACTOR submits sufficient information to allow CITY and CONSULTANT to determine that the substitute proposed is equivalent to that indicated or required by the Contract Documents. The procedure for review by CITY and CONSULTANT shall be similar to that provided in paragraph 6.4.5 (Materials, Equipment, Products and Substitutions) as applied by CONSULTANT and as may be supplemented in the Technical Specifications.

6.4.9 Any two (2) or more pieces of material or equipment of the same kind, type or classification, and being used for identical types of service, shall be made by the same manufacturer.

6.4.10. The successful CONTRACTOR shall furnish all guarantees and warranties to the Purchasing Division prior to final acceptance and payment. The warranty period shall commence upon final acceptance of the product.

## 6.5 CONCERNING SUBCONTRACTORS:

6.5.1 The CONTRACTOR shall not employ any Subcontractor, other person or organization (whether initially or as a substitute) against whom the CITY or the CONSULTANT may have reasonable objection, nor shall the CONTRACTOR be required to employ any Subcontractor against whom he has reasonable objection. The CONTRACTOR shall not make any substitution for any Subcontractor who has been accepted by the CITY'S PROJECT MANAGER and the CONSULTANT, unless the CONSULTANT determines that there is good cause for doing so. If after bid opening and prior to the award of the contract, the CITY objects to certain suppliers or subcontractors, the CITY may permit CONTRACTOR to submit an acceptable substitute so long as there is no change in the contract price or contract time. If the contract price or contract time is increased, the CITY may return the bid bond and award the contract to the next qualified, competent BIDDER. If after the award of the contract, the CITY objects to certain suppliers or subcontractors, the CITY shall permit CONTRACTOR to make an appropriate and acceptable substitution which is also acceptable to the CITY. No acceptance by the CITY or the CONSULTANT of any such Subcontractor, supplier or other person or organization shall constitute a waiver of any right of the CITY or CONSULTANT to reject defective WORK.

6.5.2 Responsibility: The CONTRACTOR shall be fully responsible for all acts and omissions of his Subcontractors and of persons and organizations directly or indirectly employed by them and of persons and organizations for whose acts any of them may be liable to the same extent that he is responsible for the acts and omissions of persons directly employed by him. Nothing in the Contract Documents shall create any contractual relationship between CITY or CONSULTANT and any Subcontractor or other person or organization having a direct contract with CONTRACTOR, nor shall it create any obligation on the part of CITY or CONSULTANT to pay or to see to the payment of any moneys due any Subcontractor or other person or organization, except as may otherwise be required by law. CITY or CONSULTANT may furnish to any Subcontractor or other person or organization, to the extent practicable, evidence of amounts paid to CONTRACTOR on account of specific Work done in accordance with the schedule of values.

6.5.3 Division of Work: The divisions and sections of the Specifications and the identifications of any Drawings shall not control the CONTRACTOR in dividing the Work among Subcontractors or delineating the Work to be performed by any specific trade.

6.5.4 Terms and Conditions: The CONTRACTOR agrees to bind specifically every Subcontractor to the applicable terms and conditions of the Contract Documents for the benefit of the CITY.

6.5.5 Agreement: All Work performed for the CONTRACTOR by a Subcontractor shall be pursuant to any appropriate agreement between the CONTRACTOR and the Subcontractor.

6.5.6 Responsibility: The CONTRACTOR shall be responsible for the coordination of the trades, Subcontractors and materialmen engaged upon His Work.

6.5.7 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 these General Conditions and other 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 CITY may exercise over the CONTRACTOR under any provisions of the Contract Documents.

6.5.8 The CITY or CONSULTANT shall not undertake to settle any differences between the CONTRACTOR and his Subcontractors or between Subcontractors.

6.5.9 If in the opinion of the CITY'S PROJECT MANAGER or CONSULTANT, any Subcontractor on the Project proves to be incompetent or otherwise unsatisfactory, he shall be replaced if and when directed in writing.

6.5.10 CONTRACTOR shall also:

6.5.10.1 Observe work of each subcontractor to monitor compliance with schedule.

6.5.10.2 Verify that labor and equipment are adequate for the work and the schedule.

6.5.10.3 Verify that product procurement schedules are adequate.

6.5.10.4 Verify that product deliveries are adequate to maintain schedule.

6.5.10.5 Report noncompliance to Consultant, with recommendation for changes

## 6.6 PATENT, FEES AND ROYALTIES:

6.6.1 The CONTRACTOR shall pay all license fees and royalties and assume all costs incident to the use of any invention, design, process or device which is the subject of patent rights or copyrights held by others. He shall indemnify and hold harmless the CITY and CONSULTANT and anyone directly or indirectly employed by either of them from and against all claims, damages, losses and expenses (including attorney's fees) arising out of any infringement of such rights during or after completion of the Work, and shall defend all such claims in connection with any alleged infringement of such rights.

6.6.2 Patent Rights: The CONTRACTOR shall be responsible for determining the application of patent rights and royalties on materials, appliances, articles or systems prior to bidding. However, he shall not be responsible for such determination on systems which do not involve purchase by him of materials, appliances and articles.

## 6.7 PERMITS, LAWS AND REGULATIONS:

6.7.1 Permits: The CONTRACTOR shall secure and pay for all construction permits and licenses and shall pay all governmental charges and inspection fees necessary for the prosecution of the Work, which are applicable at the time of his Bid. The CITY shall assist the CONTRACTOR, when necessary, in obtaining such permits and licenses. The CITY shall be invoiced at actual cost without markup.

6.7.2 The CONTRACTOR shall also pay all public utility charges. The Contractor shall be responsible for obtaining dewatering permits as required. CONTRACTOR shall be responsible for complying with the South Florida Water Management City, Florida Department of Environmental Regulation, United States Environmental Protection Agency and any other regulatory agency requirements including financial responsibility (fines, etc.).

6.7.2 Laws and Regulations: The CONTRACTOR shall

give all notices and comply with all laws, ordinances, rules and regulations applicable to the Work. If the CONTRACTOR observes that the Specifications or Drawings are at variance therewith, he shall give the CONSULTANT prompt written notice thereof, and any necessary changes shall be adjusted by an appropriate Modification. If the CONTRACTOR performs any Work knowing it to be contrary to such laws, ordinances, rules and regulations, and without such notice to the CONSULTANT, he shall bear all costs arising therefrom; however, it shall not be his primary responsibility to make certain that the Drawings and Specifications are in accordance with such laws, ordinances, rules and regulations.

## 6.8 TAXES:

6.8.1 Cost of all sales and other taxes for which the CONTRACTOR is liable under the Contract shall be included in the Contract Price stated by the CONTRACTOR.

## 6.9 RECORD DOCUMENTS/RIGHT TO AUDIT:

6.9.1 The CONTRACTOR shall keep in a safe place one record copy of all Specifications, Drawings, Addenda, Modifications, and Shop Drawings at the site in good order and annotated to show all changes made during the construction process. These shall be available to the CONSULTANT and shall be delivered to him for the CITY upon completion of the project. It shall be used for this purpose only. Final acceptance of the project shall be withheld until approval of the documents is made by the CITY'S PROJECT MANAGER.

6.9.2 The awarded CONTRACTOR shall maintain during the term of the contract all books, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract. The form of all records and reports shall be subject to the approval of the City's Auditor. The awarded CONTRACTOR agrees to make available to the City's Auditor, during normal business hours all books of account, reports and records relating to this contract for the duration of the contract and retain them for a minimum period required by Florida Public Records Law.

6.9.3 If the CONTRACTOR submits a claim to the CITY for additional compensation, the CITY shall have the right, as a condition to considering the claim, and as a basis for evaluation of the claim, and until the claim has been settled, to audit the CONTRACTOR'S books to the extent they are relevant. This right shall include the right to examine books, records, documents, and other evidence and accounting procedures and practices, sufficient to discover and verify all direct and indirect costs of whatever nature claimed to have been incurred or anticipated to be incurred and for which claim has been submitted. The right to audit shall include the right to inspect the CONTRACTOR'S plants, or such parts thereof, as may be or have been engaged in the performance of the WORK. The CONTRACTOR further agrees that the right to audit encompasses all subcontracts and is binding upon all subcontractors. The rights to examine and inspect herein provided for shall be exercisable through such representatives as the CITY deems desirable during the CONTRACTOR'S normal business hours at the office of the CONTRACTOR. The accounting records and documents, and other financial data, and upon request, shall submit true copies of requested records to the CITY.

## 6.10 SAFETY, PROTECTION, STORAGE AND



**EMERGENCIES:****Related Articles:**

- 6.2- Contractor Risk and Work Protection
- 6.21 Protection of Existing Property Improvements
- 6.38-Temporary barriers and Enclosures
- 6.39-Security

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

- 6.10.1.1 All employees on the Work and other persons who may be affected thereby,
- 6.10.1.2 All the Work and all materials or equipment to be incorporated therein, whether in storage on or off the site, and
- 6.10.1.3 Store and protect Products in accordance with manufacturers' instructions, with seals and labels intact and legible.
- 6.10.1.4 Store sensitive Products in weather tight, climate controlled enclosures.
- 6.10.1.5 For exterior storage of fabricated Products, place on sloped supports, above ground.
- 6.10.1.6 Cover Products subject to deterioration with impervious sheet covering. Provide ventilation to avoid condensation or potential degradation of Product.
- 6.10.1.7 Store loose granular materials on solid flat surfaces in a well drained area. Prevent mixing with foreign matter.
- 6.10.1.8 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.

6.10.2. CONTRACTOR shall comply with all applicable laws, ordinances, rules and regulations of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss on or off the WORK and shall erect and maintain all necessary safeguards for such safety and protection.

6.10.3 CONTRACTOR shall notify City of adjacent property and of Underground Facilities and utility City when prosecution of the WORK may affect them, and shall cooperate with them in the protection, removal, relocation and replacement of their property.

6.10.4 All damage, injury or loss to any property referred to in paragraph 6.10.1.2. or 6.10.1.3 caused, directly or indirectly, in whole or in part, by CONTRACTOR, any Subcontractor, Supplier or any other person or organization directly or indirectly employed by any of them to perform or furnish any of the WORK for anyone for whose acts any of them may be liable, shall be remedied by CONTRACTOR (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of the CITY or the CONSULTANT or anyone employed by either of them or anyone for whose acts either of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of CONTRACTOR).

6.10.5 CONTRACTOR'S duties and responsibilities for the safety and protection of the WORK shall continue until such time as all the WORK is completed and CONSULTANT has

issued a notice to the CITY and CONTRACTOR in accordance with paragraph 14.6.(Substantial Completion) that the WORK is acceptable (except as otherwise expressly provided in connection with Substantial Completion).

6.10.6. The safety provisions of applicable laws and building and construction codes shall be observed and the Contractor shall take or cause to be taken such additional safety and health measures as the Local Public Agency involved may determine to be reasonably necessary. Machinery, equipment and all hazards shall be guarded in accordance with the safety provisions of the "Manual of Accident Prevention in Construction" as published by the Associated General Contractors of America, Inc., to the extent that such provisions are not in conflict with applicable laws.

6.10.7. The Contractor shall maintain an accurate record of all cases of death, occupational disease, or injury requiring medical attention or causing loss of time from WORK, arising out of an and in the course of employment on WORK under the Contract. The Contractor shall promptly furnish the Local Public Agency with reports concerning these matters.

6.10.8. SAFETY REPRESENTATIVE: CONTRACTOR shall designate a responsible representative at the site whose duty shall be the prevention of accidents. This person shall be CONTRACTOR'S superintendent unless otherwise designated in writing by CONTRACTOR to the CITY.

6.10.9. HAZARD COMMUNICATION PROGRAMS: CONTRACTOR shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employees at the Site in accordance with Laws and Regulations.

6.10.10 SUPERINTENDENT: The CONTRACTOR shall designate a responsible member of his organization at the site whose duty shall be the prevention of accidents. This person shall be the CONTRACTOR'S superintendent unless otherwise designated in writing by the CONTRACTOR to the CITY'S PROJECT MANAGER.

6.10.11 EMERGENCIES: 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 CONSULTANT or the CITY'S PROJECT MANAGER, is obligated to act, at his discretion, to prevent threatened damage, injury or loss.

6.10.11.1 CONTRACTOR shall give CITY PROJECT Representative and CONSULTANT prompt written notice if CONTRACTOR believes that any significant changes in the WORK or variations from the Contract Documents have been caused thereby. If CONSULTANT determines that a change in the Contract Documents is required because of the action taken in response to an emergency, or Change Order shall be issued to document the consequences of the changes or variations.

6.10.11.2 During adverse weather, and against the possibility thereof, the CONTRACTOR shall take all necessary precautions to ensure that the WORK shall be done in a good and workmanlike condition and is satisfactory in all respects. When required, protection shall be provided by the use of tarpaulins, wood and building paper shelters,





or other acceptable means. The CONTRACTOR shall be responsible for all changes caused by adverse weather, including unusually high winds and water levels and he shall take such precautions and procure such additional insurance as he deems prudent. The CONSULTANT may suspend construction operations at any time when, in his judgment, the conditions are unsuitable or the proper precautions are not being taken, whatever the weather or water level conditions may be, in any season.

6.10.11.3 If the CONTRACTOR believes that additional work done by him in an emergency which arose from causes beyond his control entitles him to an increase in the Contract Price or an extension of the Contract Time, he may make a claim therefore as provided in Articles 11 (Change in Contract Price) and 12, (Change in Contract Time).

6.10.12. **NATIONAL EMERGENCY:** In the event the CITY is prevented from proceeding with any or all of this WORK as stated in this Contract, due to a declaration of war, or national emergency by the United States government, whereas the construction of the type contracted for herein is specifically prohibited by statute or governmental edict, or due to the stoppage of construction caused by any governmental agency, State, CITY, Town, or County regulations, orders, restrictions, or due to circumstances beyond the CITY'S control, then the CITY herein reserves the right to either suspend the WORK to be done for an indefinite period of time or to cancel this Contract outright by giving notice by registered mail of such intention to the CONTRACTOR herein. In the event of any conditions above mentioned occurring after the WORK herein has already been commenced, then the CITY herein shall be liable for only the cancellation or suspension without the addition of prospective profits or other changes whatsoever.

#### 6.11 SHOP DRAWINGS AND SAMPLES:

##### Related Article

##### 6.41: Field Samples and Mockups

6.11.1 SHOP DRAWINGS: After checking and verifying all field measurements, the CONTRACTOR shall submit to the CONSULTANT one (1) set and the CITY'S PROJECT MANAGER two (2) sets for review, in accordance with the accepted schedule of Shop Drawing submissions (see paragraph 2.9, 2.10) copies (or at the CONSULTANT'S option, one reproducible copy) of all Shop Drawings, which shall have been checked by and stamped with the approval of the CONTRACTOR. The data shown on the Shop Drawings shall be complete with respect to dimensions, design criteria, materials of construction and the like to enable the CONSULTANT to review the information as required.

Shop drawings shall include, but not be limited to the following information:

- 6.11.1.2 Fabrication and installation Drawings and details.
- 6.11.1.3 Template placement diagrams.
- 6.11.1.4 Manufacturer's installation instructions.
- 6.11.1.5 Product patterns and colors.
- 6.11.1.6 Coordination Drawings.
- 6.11.1.7 Schedules.
- 6.11.1.8 Product product mix formulae.
- 6.11.1.9 Product design or engineering calculations.
- 6.11.1.10 Other information as required by project.

After review, produce copies and distribute per Submittal Procedures article above and for record documents purposes described in Section 6.37 Closeout Submittals. Submit to Consultant for purpose of checking conformance with information given and design concept and City's Project Manager.

6.11.2 SAMPLES: The CONTRACTOR shall also submit to the CONSULTANT for review, with such promptness as to cause no delay in Work, all samples required by the Contract Documents. All samples shall have been checked by and stamped with the approval of the CONTRACTOR, identified clearly as to material, manufacturer, any pertinent catalog numbers and the use for which intended.

Contractor shall submit to Consultant for purpose of checking conformance with information given and design concept expressed in the documents.

After review, Consultant shall submit color Commission to City's Project Manager per Submittal Procedures. Samples shall also conform to the following:

6.11.2.1 Sample finishes and colors shall be from full range of manufactures' standard colors, textures, and patterns for Consultant's selection and preparation of color Commission for City's approval.

6.11.2.2 After review and approval by City, provide duplicates and distribute per Submittal Procedures.

6.11.2.3 Submit samples to illustrate functional and aesthetic characteristics of the product, with integral parts and attachment devices. Coordinate sample submittals for interfacing work.

6.11.2.4 Include identification on each sample, with full project information.

6.11.2.5 Submit number of samples specified in specification, one of which Consultant shall retain. Reviewed samples may be used in work, if indicated.

6.11.3 DEVIATIONS: At the time of each submission, the CONTRACTOR shall in writing call the CONSULTANT'S attention to any deviations that the Shop Drawings or sample may have from the requirements of the Contract Documents.

6.11.4 CONFORMANCE REVIEW: The CONSULTANT shall review within ten (10) days or as extended by City Shop Drawings and samples, but his review shall be only for conformance with the design concept of the Project and for compliance with the information given in the Contract Documents. The review of a separate item as such shall not indicate review of the assembly in which the item functions. The CONTRACTOR shall make any corrections required by the CONSULTANT at CONTRACTOR'S expense and shall return the required number of corrected copies of Shop Drawings and resubmit new samples until the review is satisfactory to the CONSULTANT. The CONTRACTOR shall direct specific attention in writing or on resubmitted Shop Drawings to revisions other than the corrections called for by the CONSULTANT on previous submissions. The CONTRACTOR'S stamp of approval on any Shop Drawings or sample shall constitute a representation to the CITY and the CONSULTANT that the CONTRACTOR has either determined and verified all quantities, dimensions, field construction criteria, materials, catalogue numbers and similar data or he assumes full responsibility for doing so, and that he has reviewed or coordinated each Shop Drawing or sample with the requirements of the Work and the Contract Documents. Shop Drawings submitted without the CONTRACTOR'S stamp or specific written indication shall



be returned without action. Shop Drawings and submittal data shall be reviewed two times, thereafter all further review time shall be charged to the CONTRACTOR.

6.11.5 APPROVAL: No work requiring a Shop Drawing or sample submission shall be commenced until the submission has been reviewed and approved by the CONSULTANT. A copy of each Shop Drawing and each approved sample shall be kept in good order by the CONTRACTOR at the site and shall be available to the CONSULTANT.

6.11.6 SPECIFIC DEVIATIONS: The CONSULTANT'S review of Shop Drawings or samples shall not relieve the CONTRACTOR from his responsibility for any deviations from the requirements of the Contract Documents unless the CONTRACTOR has in writing called the CONSULTANT'S attention to such deviation at the time of submission and the CONSULTANT has given written approval to the specific deviation, nor shall any review by the CONSULTANT relieve the CONTRACTOR from responsibility for errors or omissions in the Shop Drawings.

6.11.7 Where a Shop Drawing or sample is required by the Specifications, any related WORK performed prior to CONSULTANT'S review and acceptance of the pertinent submission shall be the sole expense and responsibility of CONTRACTOR.

#### 6.12 SITE CLEAN UP:

6.12.1 SITE: The CONTRACTOR shall clean up behind the Work as much as is reasonably possible as the Work progresses. Upon completion of the Work, and before acceptance of and final payment for the Project by the CITY, the CONTRACTOR shall remove all his surplus and discarded materials, excavated material and rubbish from the roadways, sidewalks, parking areas, lawns and all adjacent property; shall clean his portion of Work involved in any building under this Contract, so that no further cleaning by the CITY is necessary prior to his occupancy; shall restore all property, both public and private, which has been disturbed or damaged during the prosecution of the Work; and shall leave the whole in a neat and presentable condition.

6.12.2 BUILDING CLEAN-UP: Clean-up operations shall consistently be carried on by the CONTRACTOR at all times to keep the premises free from accumulation of waste materials and rubbish. Upon completion of the Work he shall remove all rubbish, tools, scaffolding, surplus materials, etc., from the building and shall leave his work "broom clean", or its equivalent, unless more exactly specified elsewhere in the Contract. The CONTRACTOR shall do the following special cleaning for all trades upon completion of the Work:

6.12.2.1 Remove putty stains and paint from and wash and polish all glass. Do not scratch or otherwise damage glass.

6.12.2.2 Remove all marks, stains, fingerprints and other soil and dirt from painted, stained and decorated work.

6.12.2.3 Remove all temporary protections and clean and polish floors.

6.12.2.4 Clean and polish all hardware for all trades; this shall include removal of all stains, dust, dirt, paint, etc.

6.12.2.5 General: In case of dispute, the CITY may remove the rubbish and charge the cost to the

CONTRACTOR.

#### 6.13 PUBLIC CONVENIENCE AND SAFETY:

6.13.1 Convenience: The CONTRACTOR shall, at all times, conduct the Work in such a manner as to insure the least practicable obstruction to public travel. The convenience of the general public and of the residents along and adjacent to the area of the Work shall be provided for in a satisfactory manner, consistent with the operation and local conditions.

6.13.2 Safety: "Street Closed" signs shall be placed immediately adjacent to the Work, in a conspicuous position, at such locations as traffic demands. At any time that streets are required to be closed, Contractor shall obtain approval to close the street from the appropriate regulatory agencies having jurisdiction. The CONTRACTOR shall notify law enforcement agencies, fire departments, and parties operating emergency vehicles before the street is closed and again as soon as it is opened. Approval from the CITY shall be coordinated through the office of the Director of Facilities including notification of the news media and affected property Citys. Access to fire hydrants and other fire extinguishing equipment shall be provided and maintained at all times. Traffic paths shall be maintained for local traffic.

#### 6.14 SANITARY PROVISIONS:

6.14.1 The CONTRACTOR shall furnish necessary toilet conveniences, secluded from public observation, for use of all personnel on the Work, whether or not in his employ. They shall be kept in a clean and sanitary condition and shall comply with the requirements and regulations of the Public Authorities having jurisdiction. He shall commit no public nuisance. Temporary sanitary facilities shall be removed upon completion of the Work and the premises shall be left clean.

#### 6.15 INDEMNIFICATION:

6.15.1 CONTRACTOR agrees to protect, defend, indemnify, and hold harmless the City, its employees, representatives, and elected officials from any and all claims, liabilities, damages, losses, costs, and expenses, including but not limited to, reasonable costs, collection expenses, all attorney's fees and court costs (including appeals, dispute resolution, etc.) fees and charges of engineers, Engineers and other professionals, for which the City, its employees, representatives, and elected officials can or may be held liable as a result of injury (including death) to persons or damage to property occurring by reason of any negligence, recklessness, or intentional wrongful misconduct of the CONTRACTOR, its employees, or agents, arising out of or connected with this Agreement. CONTRACTOR recognizes the broad nature of this provision, as well as the provision of a legal defense to the CITY, when necessary, and voluntarily makes this covenant and expressly acknowledges the receipt of such good and valuable consideration provided by the CITY in support of these obligations. This provision shall survive the termination or expiration of the Contract Documents. The CONTRACTOR shall not be required to indemnify the City or its agents, employees, representatives, or elected officials when an occurrence results solely from the wrongful acts or omissions of the City, or its agents, employees or representatives.



6.15.2 The CONTRACTOR, without exemption, shall indemnify and hold harmless, the City, its employees, representatives and elected officials from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, service marked, trademarked patented or unpatented invention, process, or any other intellectual property right or item manufactured by the CONTRACTOR. Further, if such a claim is made, or is pending, the CONTRACTOR may, at its option and expense, procure for the City the right to use, replace, or modify the item to render it non-infringing. If none of the alternatives are reasonably available, the City agrees to return the article on request to the CONTRACTOR and receive reimbursement from the CONTRACTOR. If the CONTRACTOR used any design, device or materials covered by letters, patent or copyright, it is mutually agreed and understood, without exception, that the Bid prices shall include all royalties or cost arising from the use of such design, device or materials in any way involved in the work. This article shall survive the termination of any contract with the City.

6.15.3 The parties agree that Ten Dollars (\$10.00) of the total compensation paid to the Bidder for performance of this Agreement shall represent the specific consideration for the Bidder's indemnification of the City.

6.15.4 The City reserves the right to select its own legal counsel to conduct any defense in any such proceeding and all costs and fees associated therewith shall be the responsibility of CONTRACTOR under the indemnification agreement.

6.15.5 It is the specific intent of the parties hereto that the foregoing indemnification complies with F.S. 725.06 (Chapter 725). It is further the specific intent and agreement of the parties that all of the Contract Documents on this Project are hereby amended to include the foregoing indemnification and the "Specific Consideration" therefore.

6.15.6 Nothing contained in the Contract Documents shall be construed or interpreted as consent by the CITY to be sued nor as a waiver of sovereign immunity beyond the waiver or limits provided for in Section 768.28, Florida Statutes

CONTRACTOR shall include the indemnification provision set forth above in all contracts with subcontractors and sub-consultants who perform work in connection with the Contract Documents.

#### 6.16 CLAIMS:

6.16.1 In any and all claims against the CITY or the CONSULTANT or any of their agents or employees, by any employee of the CONTRACTOR, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under paragraph 6.15 (Indemnification) 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 worker's compensation acts, disability benefit acts or other employee benefit acts.

6.16.2 Obligation: The obligations of the CONTRACTOR under paragraph 6.13 shall not extend to the liability of the CONSULTANT'S negligent acts, errors or omissions or those of his employees or agents.

#### 6.17 RESPONSIBILITY FOR CONNECTING TO EXISTING WORK:

6.17.1 It shall be the express responsibility of the CONTRACTOR to connect his Work to each part of the existing work or work previously installed as required by the Drawings and Specifications to provide a complete installation.

#### 618 WORK IN STREET, HIGHWAY AND OTHER RIGHTS-OF-WAY:

6.18.1 Excavation, grading, fill, storm drainage, paving and any other construction or installations in rights-of-way of streets, highways, public carrier lines, utility lines (either aerial, surface or subsurface), etc., shall be done in accordance with requirements of these Specifications and authorities having jurisdiction. The CONTRACTOR shall be responsible for obtaining all permits necessary for the work. Upon completion of the Work, CONTRACTOR shall present to CONSULTANT certificates, in triplicate, from the proper authorities stating that the Work has been done in accordance with their requirements.

6.18.2 The CITY shall cooperate with the CONTRACTOR in obtaining action from any utilities or public authorities involved in the above requirements.

#### 6.19 COOPERATION WITH GOVERNMENTAL DEPARTMENTS, PUBLIC UTILITIES, ETC.:

6.19.1 The CONTRACTOR shall be responsible for making all necessary arrangements with governmental departments, public utilities, public carriers, service companies and corporations owning or controlling roadways, railways, water, sewer, gas, electrical, cable television, telephone, and telegraph facilities such as pavements, tracks, piping, wires, cables, conduits, poles, guys, etc., including incidental structures connected therewith, that are encountered in the Work in order that such items may be properly shored, supported and protected, or the CONTRACTOR may relocate them with Utility City's approval, if he so desires.

6.19.2 NOTICES: The CONTRACTOR shall give all proper notices, shall comply with requirements of such parties in the performance of his Work, shall permit entrance of such parties on the Project in order that they may perform their necessary work, and shall pay all charges and fees made by such parties for this work.

6.19.3 GOVERNMENT AGENCY CAUSED DELAYS: The CONTRACTOR'S attention is called to the fact that there may be delays on the Project due to work to be done by governmental departments, public utilities, and others in repairing or moving poles, conduits, etc. The CONTRACTOR shall cooperate with the above parties, in every way possible, so that the construction can be completed in the least possible time.

6.19.4 CODES, LAWS, ORDINANCES AND REGULATIONS: The CONTRACTOR shall have made himself familiar with all codes, laws, ordinances and regulations which in any manner affect those engaged in the Work, or materials and equipment used in or upon the Work, or in any way affect the conduct of the Work, and no plea of misunderstanding shall be considered on account of his ignorance thereof.



## 6.20 USE OF PREMISES:

6.20.1 CONTRACTOR shall confine construction equipment, the storage of materials and equipment and the operations of workers to the project site and land and areas identified in and permitted by the Contract Documents and other land and areas permitted by laws, ordinances, and regulations, rights-of-way, permits, easements, and directions of the CITY'S REPRESENTATIVE, and shall not reasonably encumber the premises with construction equipment or other materials or equipment.

6.20.2 CONTRACTOR shall assume full responsibility for any damage to any such land or area, or to the CITY or occupant thereof or of any land or areas contiguous thereto, resulting from the performance of the WORK. Should any claim be made against the CITY or CONSULTANT by any such City or occupant because of the performance of the WORK, CONTRACTOR shall promptly attempt to settle with such other party by Contract or otherwise resolve the claim. CONTRACTOR shall, to the fullest extent permitted by laws and regulations, indemnify and hold the CITY and CONSULTANT harmless from and against all claims, damages, losses and expenses (including, but not limited to, fees of engineers, Engineers, attorneys and other professionals and court costs) arising directly, indirectly or consequentially out of any action, legal or equitable, brought by any such other party against the CITY or CONSULTANT to the extent based on a claim arising out of CONTRACTOR'S performance of the WORK.

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

6.20.4 CONTRACTOR shall not overload or permit any part of any structure to be loaded with such weight as shall endanger its safety, nor shall he subject any part of the Work to stresses or pressures that shall endanger it.

6.20.5 CONTRACTOR shall enforce the CITY'S PROJECT MANAGER's instructions in connection with signs, advertisements, fires and smoking.

6.20.6 CONTRACTOR shall arrange and cooperate with CITY in routing and parking of automobiles of his employees, Subcontractors and other personnel, and in routing material delivery trucks and other vehicles to the Project site.

## 6.21 PROTECTION OF EXISTING PROPERTY IMPROVEMENTS:

### Related Articles:

- 6.2- Contractor Risk and Work Protection
- 6.10-Safety, Protection, Storage and emergencies
- 6.38-Temporary barriers and Enclosures
- 6.39-Security

6.21.2 Any existing surface or subsurface improvements,

such as pavements, curbs, sidewalks, pipes or utilities, footings, or structures (including portions thereof), trees and shrubbery, not indicated on the Drawings or noted in the Specifications as being removed or altered shall be protected from damage during construction of the Project. Any such improvements damaged during construction of the Project, whether or not such improvements appear on the drawings, shall be restored to a condition equal, or better, to that existing at time of award of Contract. Such restoration or repair shall be at the sole expense of the Contractor, and no claim for an increase in the Contract Price under paragraph 6.21 or under Article 10 shall be allowed.

## 6.22 TEMPORARY HEAT:

6.22.1 The CONTRACTOR shall provide heat, fuel and services as necessary to protect all work and materials, within all habitable areas of permanent building construction, for all contracts against injury from dampness and cold until final acceptance of all work and materials for the Project, unless building is fully occupied by the CITY prior to such acceptance, in which case the CITY shall assume all expenses of heating from date of full occupancy. Unless otherwise specifically permitted by Special Conditions, the permanent heating system shall not be used to provide temporary heat. CONTRACTOR'S proposed methods of heating shall be submitted for approval.

## 6.23. SCHEDULE:

6.23.1. CONTRACTOR shall submit to CONSULTANT for review and comment (to the extent indicated in paragraph 2.6.Finalizing Schedule) proposed adjustments in the progress schedule to reflect the impact thereon of new developments; these shall conform generally to the progress schedule then in effect and additionally shall comply with any provisions of the General Requirements applicable thereto. All approved changes shall be memorialized as change orders.

## 6.24. CONTINUING THE WORK:

6.24.1. CONTRACTOR shall carry on the WORK and adhere to the progress schedule during all disputes or disagreements with the CITY. No WORK shall be delayed or postponed pending resolution of any disputes or disagreements, except as permitted by Article 15 (Suspension and termination of Work) or as CONTRACTOR and the CITY may otherwise agree in writing.

## 6.25. CONTRACTOR'S GENERAL WARRANTY AND GUARANTEE:

### Related Articles:

- Warranties Attachment
- 14.4, Contractor's Warranty Of Title

6.25.1. CONTRACTOR warrants and guarantees to CITY and CONSULTANT that all work shall be in accordance with the Contract Documents and shall not be defective. That Contractor guarantees to repair, replace or otherwise make good to the satisfaction of the CITY any defect in workmanship or material appearing in the Work; and further guarantees the successful performance of the Work for the service intended.

CONTRACTOR's warranty and guarantee hereunder excludes defects or damage caused by:





6.25.1.1. Abuse, modification or improper maintenance or operation by persons other than CONTRACTOR, Subcontractors or Suppliers; or;  
 6.25.1.2. Normal wear and tear under normal usage.

6.25.2. CONTRACTOR's obligation to perform and complete the WORK in accordance with the Contract Documents shall be absolute. None of the following shall constitute an acceptance of WORK that is not in accordance with the Contract Documents or a release of CONTRACTOR's obligation to perform the WORK in accordance with the Contract Documents (This list is not exhaustive):

6.25.2.1. Observations by CONSULTANT;

6.25.2.2. Recommendation of any progress or final payment by CONSULTANT;

6.16.2.3. The issuance of a certificate of Substantial Completion or any payment by CITY to CONTRACTOR under the Contract Documents;

6.25.2.4. Use or occupancy of the WORK or any part thereof by CITY;

6.25.2.5. Any acceptance by CITY or any failure to do so;

6.25.2.6. Any review and approval of a Shop Drawing or Sample submittal or the issuance of a notice of acceptability by CONSULTANT pursuant to paragraph 14.10;

#### 6.26 DELETION/OVERSIGHT/MISSTATEMENT:

6.26.1 Any deletion, oversight or misstatement of the Specifications shall not release the Bidder from the responsibility of completing the project within the agreed upon time frame.

6.26.2 The cost of incidental work described in these Contract Requirements, for which there are no specific Contract Items, shall be considered as part of the general cost of doing the work and shall be included in the prices for the various Contract Items. No additional payment will be made therefore.

#### 6.27 EXCEPTIONS TO SPECIFICATIONS:

6.27.1 Any exceptions to the Specifications and/or drawings must be brought to the attention of the Purchasing Division in writing prior to the expiration of the Bid question period. Failure to list any exceptions with the Purchasing Division in writing prior to the end of the Bid question period means the Bidder is complying 100% with the Specifications. All materials may be inspected by the City upon delivery for compliance with the Specifications. Deviations from the specifications shall be cause for the bid to be rejected as non-responsive unless the deviation was approved prior to the submittal of bids.

6.27.2 Any deletion, oversight or misstatement of these Specifications shall not release the Bidder from full responsibility for unsatisfactory workmanship and /or materials, together with all appurtenances necessary for unrestricted operation, as determined by the City in its sole discretion.

#### 6.28 SILENCE OF SPECIFICATIONS:

6.28.1 The apparent Silence of any Specification as to any details, or the omission from the specifications of a detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail and that materials of the first quality and correct type, size and design are to be used. All workmanship is to be of first quality.

6.28.1.1 Work not specified in the Specifications, but involved in carrying out their intent or in the complete and proper execution of the work, is required and shall be performed by the Contractor as though it were specifically delineated or described.

#### 6.29 QUALITY

6.29.1 Items delivered as a result of award from this bid shall be free of defects. Any item(s) not meeting this specification shall be picked-up by the awarded Bidder for immediate replacement at no additional charge to the City.

#### 6.30 TRANSPORTATION AND HANDLING:

6.30.1 Transport and handle Products in accordance with manufacturer's instructions.

6.30.2 Promptly inspect shipments to ensure that Products comply with requirements, quantities are correct, and Products are undamaged.

6.30.3 Provide equipment and personnel to handle Products by methods to prevent soiling, disfigurement, or damage.

#### 6.31 DISPOSAL:

6.31.1 Before the Contractor disposes of any existing improvements or equipment which is to be removed as a portion of the work, and for which disposition is not specifically provided for elsewhere in these Specifications, he shall contact the CITY and determine if the removal items are to be salvaged. Items to be salvaged by the CITY shall be neatly stockpiled or stored in a neat and acceptable manner at the construction site easily accessible to the CITY. Equipment and materials which shall not be salvaged by the CITY shall become the property of the Contractor to be removed from the site and disposed of in an acceptable manner.

#### 6.32 OCCUPATIONAL HEALTH AND SAFETY:

6.32.1 The CONTRACTOR, as a result of award of the bid, delivering any toxic substances item as defined in Code of Federal Regulation Chapter 29, shall furnish to the Purchasing Division, a Material Safety Data Sheet (MSDS). The material safety data sheet shall be provided with initial shipment and shall be revised on a timely basis as appropriate. The MSDS must include the following information:

6.32.2 The chemical name and the common name of the toxic substance.

6.32.3 The hazards or other risks in the use of the toxic substance, including:

6.32.3.1 The potential for fire, explosion, corrosion and reactivity;

6.32.3.2 The known acute and chronic health effects of risks from exposure, including the





medical conditions which are generally recognized as being aggravated by exposure to the toxic substance; and

6.32.3.3 The primary routes of entry and symptoms of overexposure.

6.32.4 The proper precautions, handling practices, necessary personal protective equipment, and other safety precautions in the use of or exposure to the toxic substances including appropriate emergency treatment in case of overexposure.

6.32.5 The emergency procedure for spills, fire, disposal and first aid.

6.32.6 A description in lay terms of the known specific potential health risks posed by the toxic substance intended to alert any person reading this information.

6.32.7 The year and month, if available, that the information was compiled and the name, address and emergency telephone number of the manufacturer responsible for preparing the information. Any questions regarding this requirement should be directed to: Department of Labor and Employment Security, Bureau of Industrial Safety and Health, Toxic Waste Information Center, 2551 Executive Center Circle West, Tallahassee, FL 32301-5014, Telephone 1800-367-4378.

#### 6.33 OSHA:

6.33.1 The CONTRACTOR warrants that the product/services supplied to the City shall conform in all respects to the standards set forth in the Occupational Safety and Health Act 1970, as amended, and the failure to comply with this condition shall be considered as a breach of contract.

#### 6.34 CONDITIONS AND PACKAGING:

##### Related Article

6.4 Labor, Materials And Equipment: Conditions, Substitutions

6.34.1 It is understood and agreed that any item offered or shipped as a result of this bid shall be new (current production model at the time of the bid). All containers shall be suitable for storage or shipment, and all prices shall include standard commercial packaging.

#### 6.35 UNDERWRITERS' LABORATORIES:

6.35.1 Unless otherwise stipulated in the bid, all manufactured items and fabricated assemblies shall be UL listed or re-examination testing where such has been established by UL for the items offered and furnished.

##### .36 ASBESTOS:

6.36.1 Contractor shall not use any asbestos or asbestos-based fiber materials in the Work performed under this Contract.

6.36.2 If the CONTRACTOR during the course of the WORK observes the existence of asbestos in any structure, building or facility, the CONTRACTOR shall promptly notify the CITY and the CONSULTANT. The CITY shall consult with the CONSULTANT regarding removal or encapsulation of the asbestos material and the CONTRACTOR shall not perform any WORK pertinent to the asbestos material prior

to receipt of special instructions from the CITY through the CONSULTANT.

#### 6.37 CLOSEOUT SUBMITTALS: PART 1 GENERAL

##### 6.37.1 SCOPE OF WORK

- 6.37.1.1 Closeout procedures.
- 6.37.1.2 Final cleaning.
- 6.37.1.3 Adjusting.
- 6.37.1.4 Project record documents.
- 6.37.1.5 As-built survey.
- 6.37.1.6 Operation and maintenance data.
- 6.37.1.7 Spare parts and maintenance Products.
- 6.37.1.8 Warranties and bonds.
- 6.37.1.9 Maintenance service.

##### 6.37.2 RELATED SECTIONS

Payment Procedures.  
Submittal Procedures.  
Commissioning.  
Testing, Adjusting and Balancing of HVAC.  
Commissioning of HVAC.

##### 6.37.3 CLOSEOUT PROCEDURES

6.37.3.1 Submit written certification that contract documents were reviewed, work inspected, and that work is complete in accordance with contract documents and ready for CITY's Project Manager and CONSULTANT's review.

6.37.3.2 Provide submittals to CONSULTANT and CITY's Project Manager that are required by governing or other authorities.

Submit final application for payment identifying total adjusted contract sum, previous payments, and sum remaining due. CITY may opt to occupy portions of completed facilities upon substantial completion of those portions of work. Contractor/CM shall provide punch list to CONSULTANT identifying items remaining to be completed. CONSULTANT shall inspect project to determine completion of punch list and project compliance with Contract Documents.

##### 6.37.4 FINAL CLEANING

6.37.4.1 Execute final cleaning prior to final project assessment.

6.37.4.2 Clean interior and exterior glass, surfaces exposed to view; remove temporary labels, stains and foreign substances, wax, clean and polish transparent and glossy surfaces, vacuum carpet and soft surfaces.

6.37.4.3 Clean equipment and fixtures to sanitary condition with cleaning materials per manufacturer's written recommendations.

6.37.4.4 Replace filters of operating equipment.

6.37.4.5 Clean debris from roofs, gutters, downspouts, and drainage systems.

6.37.4.6 Clean site; sweep paved areas, rake clean landscaped surfaces.

6.37.4.7 Remove waste and surplus materials, rubbish, and construction facilities from the site.



6.37.4.8 Clean and sanitize water fountains (coolers).

6.37.4.9 Clean ledges countertops and shelves with all-purpose non-abrasive cleaner leaving no residue.

#### 6.37.5 ADJUSTING

6.37.5.1 Adjust operating products and equipment to ensure smooth and unhindered operation.

#### 6.37.6 PROJECT RECORD DOCUMENTS

6.37.6.1 Maintain on site one set of record documents, recording accurate field revisions to contract documents to include:

Drawings/specifications and addenda.

Change orders and other modifications to work.

Reviewed shop drawings, product data, and samples.

Manufacturer's instruction for assembly, installation, and adjusting.

6.37.6.2 Ensure entries are complete and accurate, enabling ready access and reference by CITY's Project Manager.

6.37.6.3 Store record documents separate from documents used for construction.

6.37.6.4 Record information concurrent with construction progress.

6.37.6.5 Specifications shall be legibly marked and recorded for each product used indicating the following:

Manufacturer's name, product model and number.

Product substitutions or alternates utilized.

Changes made by addenda and modifications.

6.37.6.6 Record drawings and shop drawings shall be legibly marked with each item recorded to indicate actual construction as follows"

1. Measured depths of foundations in relation to finish first floor datum.
2. Measured horizontal and vertical locations of underground utilities and appurtenances, referenced to permanent surface improvements.
3. Measured locations of internal utilities and appurtenances concealed in construction, referenced to visible and accessible features of the work.
4. Field changes of dimension and details.
5. Details not on original contract drawings.

6.37.6.7 As-built survey: Upon completion of site construction improvements, provide CONSULTANT and CITY's Project Manager with complete and accurate field survey prepared, signed and sealed by Florida registered surveyor.

6.37.6.8 Provide exact horizontal and vertical location relative to property lines and NGVD of buildings, concrete and asphalt surfaces and all drainage features including lakes, detention areas, berms, embankments, swales drainage inlets, stormwater outfalls, storm and sewer manholes and water shut off valve locations.

6.37.6.9 Provide actual grades of spot elevations shown on paving and drainage plans.

6.37.6.10 Provide sufficient information indicating a true representation of constructed grade conditions for areas where grading between two elevation points is not constructed at uniform slope.

6.37.6.11 Survey shall include cross sections elevations at 50' stations of swales, lakes, and drainage retention areas including banks, berms, bottoms and transitions constructed or improved.

Elevations shown shall be accurate to the nearest tenth of a foot.

6.37.6.12 Upon project completion, transfer project record drawing information and recording of building and site survey information to AutoCAD (latest version) files and provide two copies of CD's to CONSULTANT for review and transmitted to CITY, prior to claim for final Application for Payment. Contractor/CM shall also submit hard copies of record drawings and project manual maintained during project to CITY's Project Manager.

CITY will be responsible for making prints from CD's and for their distribution to CITY's user groups.

6.37.6.13 Submit one additional CD in AutoCAD to CITY for distribution to Sheriff's Department with following information: Provide Site Plan on black background indicating the following site information and in colors and layers indicated.

- |    |                                       |          |
|----|---------------------------------------|----------|
| a. | Roads and Driveways into and on site- | White.   |
| b. | Backflow and PIV Valves-              | Cyan.    |
| c. | Valves for Fire Lines                 | Magenta. |
| d. | Fire Hydrants                         | White.   |
| e. | Emergency Generator                   | Cyan.    |
| f. | Flammable Storage Buildings           | Red.     |
| g. | Gas Tanks                             | Red.     |

Provide separate drawing files for each floor plan along with mechanical mezzanines and roof access locations showing following systems and in colors and layers indicated.

- |    |  |          |
|----|--|----------|
| a. | Intercom Panel                         | Yellow.  |
| b. | Fire Alarm Panel                       | Red.     |
| c. | Electrical Panels                      | Magenta. |
| d. | HVAC Control Panels                    | White.   |
| e. | Roof Access Panels                     | Cyan.    |
| f. | Flammable Storage Spaces               | Red.     |
| g. | Custodial Storage                      | Orange.  |
| h. | Walls, windows, room names and numbers | Gray.    |

#### 6.37.7 OPERATION AND MAINTENANCE DATA

6.37.7.1 Submit documentation as noted in individual product specifications and as noted herein.

#### 6.37.8 SPARE PARTS AND MAINTENANCE PRODUCTS

6.37.8.1 Provide spare parts, maintenance, and extra products in quantities specified in specification.

6.37.8.2 Deliver to CITY; obtain receipt prior to final payment.

#### 6.37.9 WARRANTIES

6.37.9.1 Submit documentation as noted in individual product specifications and as noted herein.

6.37.9.2 Provide duplicate notarized copies.

6.37.9.3 Execute and assemble transferable warranty documents from subcontractors, suppliers, and manufacturers.

6.37.9.4 Provide Table of Contents and assemble in D-side 3-ring white binders with typed title sheet of contents inside durable plastic front cover.

6.37.9.5 Submit prior to final application for payment.



6.37.9.6 For items of work delayed beyond date of substantial completion, provide updated submittal within ten days after acceptance, listing date of acceptance as start of warranty period.

#### 6.37.10 MAINTENANCE SERVICE

6.37.10.1 Furnish service and maintenance of components indicated in specification sections for one-year from date of substantial completion.

6.37.10.2 Examine, clean, adjust, and lubricate system components as required for reliable operation.

6.37.10.3 Include systematic examination, adjustment, and lubrication of components repairing or replacing parts as required with parts produced by the manufacturer of the original component.

6.37.10.4 CITY shall approve in writing of transfers or reassignments of maintenance service tasks.

#### 6.37.11 ASBESTOS CERTIFICATION

6.37.11.1 Provide notarized letter from Contractor/CM certifying that "to the best of his/her knowledge no asbestos containing building materials were used as a building material in the project", per FS 255.40.

#### 6.37.12 PRODUCTS

6.37.12.1 APPROVED PRODUCTS Use only cleaning and maintenance products approved for use in Florida Educational Facilities.

#### 6.38 TEMPORARY BARRIERS AND ENCLOSURES

##### 6.38.1 GENERAL

###### Related Articles:

- 6.2- Contractor Risk and Work Protection
- 6.10-Safety, Protection, Storage and emergencies
- 6.21 Protection of Existing Property Improvements
- 6.38-Temporary barriers and Enclosures
- 6.39-Security

##### 6.38.1.1 SCOPE OF WORK

6.38.1.2 Temporary barriers and enclosures to provide construction work areas separate from City's on-going operations.

6.38.1.3 Protection of new work, existing facilities and grounds from damage, theft, vandalism, and unauthorized entry.

6.38.1.4 Six (6) foot high minimum chain link fencing surrounding and separating areas under construction including area for contractor's mobilization and parking separate from existing facilities and on-going City activities.

6.38.1.5 Demising walls and other barriers as required to separate building areas under construction that permits safe and unobstructed exiting of partially City occupied buildings.

6.38.1.5 Safety of construction workers and residents, faculty and visitors located in areas of facilities not under renovation or construction.

6.38.1.6 Control dust, erosion and sediment, noise, pollution, rodent and environmental control.

#### 6.38.2 RELATED DOCUMENTS

Project Management and Coordination.  
Security Procedures.  
Submittal Procedures.

#### 6.38.3 ENTRY CONTROL

6.38.3.3 Restrict entrance of persons and vehicles into Project site and existing facilities in accord with Section 01 35 33 – Security Procedures.

6.38.3.4 Prior to project commencement, Contractor's on-site personnel shall meet with City's Project Manager for renovation and new construction to delineate areas for Contractor's operations to include storage and office trailers, parking, material storage lay-down areas.

6.38.3.5 Material deliveries shall be coordinated with City staff to ensure safe transit of residents and staff across delivery routes.

6.38.3.6 Interruption of preapproved entry controls shall be coordinated with City's Project Manager and City staff prior to proposed interruption.

6.38.3.7 Allow entrance only to authorized persons with proper identification.

6.38.3.8 Contractor/CM shall post "No Trespassing" and "Hard Hat Area" signs along project perimeter and at construction access points.

1. No Trespassing sign shall include statutory language that area is construction site and that trespassing and theft are felonies and violators will be prosecuted.
2. No Trespassing sign shall include name of Contractor/CM.
3. No Trespassing signs shall not be larger than 24"(600mm) by 24"(600mm).
4. Hard Hat Area sign shall not be larger than 12"(300mm) by 12"(300mm).

#### 6.38.4 DEMISING WALLS

6.38.4.1 Where location of construction is contiguous to or within existing building provide demising walls to physically separate new or renovation work from existing on-going operations.

6.38.4.2 Demising walls shall be continuous plywood with vapor barrier and wood framing to prevent unauthorized entrance, dust or debris from entering occupied portion of.

6.38.4.3 Where construction is overhead, provide safe and secure method of access through or adjacent to work with system of scaffolding, plywood or wood planking overhead to prevent falling debris or materials from interrupting safe passage through construction area.

#### 6.38.5 FENCING

6.38.5.1 Areas under construction including area for contractor's mobilization and parking shall be separated from existing City facilities and on-going City activities with fencing.



6.38.5.2 Provide 6' high chain link fencing along construction zone boundaries not facing existing buildings.

6.38.5.3 Provide with 6' high chain link fencing with visual fabric covering along construction zone boundaries greater than 20' of existing buildings not in construction zone.

6.38.5.4 Provide with 6' high chain link fencing with plywood covering along construction zone boundaries greater less than 20' of existing buildings not in construction zone.

6.38.5.5 Fencing shall be designed to resist winds up to 74 miles per hour.

6.38.5.6 Contractor (CM) shall have option of providing fencing designed to withstand 140 miles per hour or be completely removed 24 hours prior to occurrence of anticipated high wind event.

6.38.5.7 Provide access gates required by code for ingress and egress and for City's and Contractor/CM's access to City's access to occupied portion of site and for construction access.

#### 6.38.6 ENVIRONMENTAL CONTROLS

6.38.6.1 Protect existing buildings and adjacent property from dust produced by construction operations. Use encapsulating or wetting devices to control moisture content of traffic and construction areas.

6.38.6.2 Control surface drainage to prevent off site discharge of pollutants and prevent erosion and sedimentation.

6.38.6.3 Provide berms, dikes or drains to divert water flow away from new or existing structures into storm water retention areas.

6.38.6.4 Provide methods necessary to prevent mud and debris from entering storm water system.

6.38.6.5 Provide methods necessary to prevent excessive noise on site.

1. Comply with OSHA and City's noise requirements.
2. Coordinate with City's Construction Manager for construction activities to limit or cease construction activities creating any noise associated with construction on active City sites when City events are operating.

6.38.6.6 Provide methods necessary to prevent pests and insects from damaging the work.

6.38.6.7 Provide methods necessary to prevent contamination of soil, water, and atmosphere from discharge of noxious, toxic substances or pollutants from construction operations.

#### 6.38.7 SUBMITTALS

6.38.7.1 Comply with Section "Submittal Procedures."

6.38.7.2 Submit site plan and floor plans indicating locations and material construction of proposed protective structures.

#### 6.38.8 TEMPORARY FENCING

6.38.8.1 Six (6) foot high, minimum 10 gage aluminum or galvanized steel fabric.

6.38.8.2 Fencing shall have six foot high visual fabric cover to block visual access to construction activities.

6.38.8.3 5/8" C/D plywood sheets, pressure treated or other means of weather protection, with 2 x 4 wood framing at edges and 24" maximum vertical spacing.

#### 6.38.9 TEMPORARY WALLS

6.38.9.1 Demising Wall: 5/8" C/D plywood sheets, 2 x 4 wood framing at 24" maximum spacing, and 10 mil black polyethylene vapor barrier covering with sealed joints.

6.38.9.2 Overhead Protection: Metal scaffolding with 3/4" B/C plywood or 2" x 12" wood planking.

#### 6.38.10 EXECUTION/ 1 INSTALLATION AND REMOVAL

6.38.10.1 Temporary fencing shall be installed prior to start of vertical construction and removed upon completion of work.

6.38.10.2 Demising walls shall be installed prior to start of renovations or building additions and removed work

6.38.10.3 Walls shall be protected or removed during storm events where winds are anticipated to exceed 74 miles per hour.

#### 6.39 SECURITY PROCEDURES

##### 6.39.1 SCOPE OF WORK

6.39.1.1 Development of site security program, project entry control procedures, for vendors, and Contractor/CM's.

##### 6.39.1.2 RELATED SECTIONS

Project Management and Coordination.  
Submittal Procedures.  
Temporary Barriers and Enclosures.

##### 6.39.2 SECURITY PROGRAM

6.39.2.1 Protect new work, existing facilities and grounds from damage, theft, vandalism, and unauthorized entry.

6.39.2.2 Initiate security program in coordination with City's existing security system at time of project mobilization to ensure safety of residents, and staff to the unaffected portions of the facilities.

6.39.2.3 No contact is permitted between the Contractor's personnel and residents unless stipulated as a contract requirement. Any breach of this requirement will result in the immediate removal of the personnel from the job site upon direction by the City.

6.39.2.4 Smoking is not allowed in City buildings. Any breach of this restriction will result in immediate removal of personnel from the site upon direction by City's Project Manager.

6.39.2.5 Maintain security program throughout construction period until City's project acceptance.

##### 6.39.3 ENTRY CONTROL

6.39.3.1 Restrict entrance of persons and vehicles into Project site and existing facilities as indicated by City approved security plan.

6.39.3.2 Allow entrance only to authorized persons with proper identification.



Maintain log of workers and visitors, make available to City on request.  
Coordinate access of City's personnel to site in coordination with City's security forces.

#### 6.39.4 PERSONNEL IDENTIFICATION

6.39.4.1 Contractor/CM on-site staff, subcontractors and vendors on site shall wear identification badges at all times on site.

6.39.4.2 Identification badges shall be current at time of project and shall be reverified and reissued yearly if project extends past original badge expiration date.

#### 6.39.5 SUBMITTALS

6.39.5.1 Comply with Section Submittal Procedures.

6.39.5.2 Contractor/CM shall submit initial list of accredited persons and provide monthly updated lists to City.

6.39.5.3 Provide security plan to City indicating how construction site is to be secured and separated from existing City building and its operations including normal and emergency egress and exiting from the operational portion of the building and for new additions and existing portion under construction.

### 6.40 PRODUCT SUBSTITUTION REQUIREMENTS AND PROCEDURES

#### 6.40.1 SCOPE OF WORK

6.40.1.1 Administrative and procedural requirements for consideration of request for substitution during the design and construction phases.

#### 6.40.2 REFERENCES

Submittal Procedures.  
References.  
Quality Control.  
Closeout Submittals.

#### 6.40.3 REQUIREMENTS

6.40.3.1 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 may be considered. The CONTRACTOR may request 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 CONSULTANT and CITY, such material, article, or piece of equipment is of equal substance and function to that specified, the CONSULTANT with concurrence of the CITY'S PROJECT MANAGER may approve its substitution and use by the CONTRACTOR

6.40.3.2 A request constitutes a representation that the Contractor or Bidder:

6.40.3.2.1 Has investigated proposed Product and determined that it meets or exceeds the quality level of the specified Product.

6.40.3.2.2 Will provide the same warranty for the Substitution as for the specified Product.

6.40.3.2.3 Will coordinate installation and make changes to other Work which may be required for the Work to be complete with no additional cost to City.

6.40.3.2.4 Waives claims for additional costs or time extension which may subsequently become apparent.

6.40.3.2.5 Will reimburse City and Consultant for review or redesign services associated with substitution.

6.40.3.3 The application shall state that the evaluation and acceptance of the proposed substitute shall not prejudice CONTRACTOR'S achievement of Substantial Completion on time, whether or not acceptance of the substitute for use in the WORK shall require a change in any of the Contract Documents (or in the provisions of any other direct contract with the CITY for WORK on the Project) to adapt the design to the proposed substitute and whether or not incorporation or use of the substitute in connection with the WORK is subject to payment of any license fee or royalty. All variations of the proposed substitute from that specified shall be identified in the application and available maintenance, repair and replacement service shall be indicated.

6.40.3.4 The application shall also contain an itemized estimate of all costs and cost savings that shall result directly or indirectly from acceptance of such substitute, including costs of redesign and claims of other contractors affected by the resulting change, all of which shall be considered by CONSULTANT in evaluating the proposed substitute. CONSULTANT may require CONTRACTOR to furnish at CONTRACTOR'S expense additional data about the proposed substitute.

6.40.3.6 Incidental changes or extra component parts required to accommodate the substitute shall be made by the CONTRACTOR without an increase in the Contract Price or Contract Time. The CONTRACTOR shall reimburse the CITY for charges of the CONSULTANT and CONSULTANT'S consultants for review evaluating each proposed substitution. These costs shall include transportation to operating installation at factories, etc.

6.40.3.5 No substitute shall be ordered or installed without the written approval of the CONSULTANT with the CITY'S PROJECT MANAGER's concurrence. The City may require the CONTRACTOR to furnish at CONTRACTOR'S expense a special performance guarantee or other surety with respect to any substitute.

6.40.3.6 Delay caused by obtaining approvals for substitute materials or installations shall not be considered justifiable grounds for an extension of construction time.

#### 6.40.4 SUBMITTAL PROCEDURES

6.40.4.1 Transmit three (3) copies of each substitution request on company letterhead with completed Product Substitution Request Form in the Sample Forms Section of the Document.

6.40.4.2 During bidding phase, substitution requests shall be directed to the CITY.





6.4043.3 During construction phase substitution requests shall be directed to the City.

6.40.4.4 Substitution Form shall identify project, Contractor/CM and CONSULTANT during bidding phase plus Subcontractor or supplier during construction phase indicating Specification Section and Paragraph number of specified material and pertinent drawing and detail numbers, as appropriate.

Include complete information as required in the Substitution Form. Incomplete information will result in automatic rejection of the substitution request.

6.40.4.5 Apply contractor's stamp, signed or initialed certifying that review, approval, verification of products required, field dimensions, adjacent construction work, and coordination of information are in accordance with the requirements of the work and contract documents.

6.40.4.6 Schedule submittals to expedite the project, and deliver to CONSULTANT or Contractor/CM at business address. Coordinate submission of related items.

6.40.4.7 For each submittal for review, allow five(5) work days excluding delivery time to and from the CONSULTANT or CM/Contractor.

6.40.4.8 Identify variations from contract documents and product or system limitations, which may be detrimental to successful performance of the completed work.

6.40.4.9 Provide space for Contractor/CM and CONSULTANT review stamps.

6.40.4.10 When revised for resubmission, identify all changes made since previous submission.

6.40.4.11 Distribute copies of reviewed submittals as appropriate. Instruct parties to promptly report any inability to comply with requirements.

6.40.4.12 Submittals not requested will not be recognized or processed.

6.40.4.13 Submit shop drawings, product data, and certified test results attesting to the proposed Product equivalence. Burden of proof is on proposer.

6.40.4.14 The Consultant will notify Contractor in writing of decision to accept or reject request.

#### 6.40.5 SUBSTITUTION REQUESTS

Requests for substitutions shall be made not later than ten (10) calendar days prior to bid date. Requests received after the above dates may not be considered.

#### 6.41 FIELD SAMPLES AND MOCKUPS

##### 6.41.1 SCOPE OF WORK

Administrative and procedural requirements for assure quality of construction before and during construction.

General requirements for mockups and field samples, constructed, applied or assembled at the site for reviewed for use as a quality standard.

#### 6.41.2 RELATED SECTIONS

6.11: Shop Drawings and Samples

Payment Procedures

Submittal Procedures.

References.

Quality Control.

Project Storage and Handling Requirements.

Closeout Submittals.

#### 6.41.3 COORDINATION AND PROJECT CONDITIONS

6.41.3.1 Coordinate scheduling, submittals, and work to ensure efficient and orderly sequence of installation of interdependent construction elements, with provisions for accommodating items installed later.

6.41.3.2 Verify utility requirements and characteristics of operating equipment are compatible with building utilities.

6.41.3.3 Coordinate work of various sections having interdependent responsibilities for installing, connecting to, and placing in service, such equipment.

6.41.3.4 Coordinate space requirements, supports and installation of mechanical and electrical work that is indicated diagrammatically on Drawings.

6.41.3.5 Follow routing shown for pipes, ducts, and conduit, as closely as practicable; place runs parallel with line of building. Utilize spaces efficiently to maximize accessibility for other installations, for maintenance, and for repairs.

6.41.3.6 In finished areas, except as otherwise indicated, conceal pipes, ducts, and wiring within the construction. Coordinate locations of fixtures and outlets with finish elements.

6.41.3.7 Coordinate completion and clean up of Work of separate sections in preparation for Substantial Completion and for portions of Work designated for CITY's partial occupancy.

6.41.3.8 After CITY occupancy of premises, coordinate access to site for correction of defective Work and Work not in accordance with Contract Documents, to minimize disruption of CITY's activities.

6.41.3.9 CITY change orders for extra work required by Contractor/CM due to poor coordination with sub trades will not be considered.

#### 6.41.4 FIELD ENGINEERING

Employ Land Surveyor registered in State of Florida approved by CITY from CITY's continuing services providers. Obtain list from CITY's Project Manager.

6.41.4.1 Contractor shall locate and protect survey control and reference points.

6.41.4.2 Control datum for survey is that established by CITY provided survey.

6.41.1.3 Verify setbacks and easements; confirm drawing dimensions and elevations.

6.41.4.4 Provide field engineering services. Establish elevations, lines, and levels, utilizing recognized engineering survey practices.



6.41.4.5 Submit copy of site drawing and certificate signed by the Land Surveyor that the elevations and locations of the Work are in conformance with the Contract Documents.

#### 6.41.5 MOCKUP REQUIREMENTS

6.41.5.1 Tests will be performed under provisions identified in this section and identified in respective product specification sections.

6.41.5.2 Assemble and erect specified items with specified attachment and anchorage devices, flashings, seals, and finishes.

6.41.5.3 Accepted mock-ups shall be comparison standard for remaining Work.

6.41.5.4 Where mock-up has been accepted by Engineer/Engineer and is specified in product specification sections to be removed; remove mock-up and clear area when directed to do so by Engineer/Engineer.

#### 6.42 DELEGATION OF PROFESSIONAL DESIGN SERVICES

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

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

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

6.42.4 Pursuant to this Article, Engineer's review and approval of design calculations and design drawings will be only for the limited purpose of checking for conformance with performance and design criteria given and the design concept expressed in the Contract Documents. Engineer's review and approval of Shop Drawings and other submittals (except design calculations and design drawings) will be only for the purpose stated in Article 6.11.4.

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

#### ARTICLE 7 -- OTHER WORK

#### 7.1. RELATED WORK AT SITE:

7.1.1. The CITY may perform other WORK related to the Project at the site by the CITY'S own forces, let other direct contracts therefor which shall contain General Conditions similar to these. If the fact that such other WORK is to be performed was not noted in the Contract Documents, written notice thereof shall be given to CONTRACTOR prior to starting any such other WORK; and, if CONTRACTOR believes that such performance shall involve additional time and the parties are unable to agree as to the extent thereof, CONTRACTOR may make a claim therefor as provided in Articles 11 (Change in Contract Price) and Article 12 (Change in Contract Time). If the performance of additional WORK by other Contractor or the CITY is noted in the Contract Documents, no additional adjustment of time or compensation shall be considered.

7.1.2. CONTRACTOR shall afford the CITY and other contractors who are a party to such a direct contract (or the CITY, if the CITY is performing the additional WORK with the CITY'S employees) proper and safe access to the site and a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such WORK, and shall properly connect and coordinate the WORK with theirs. CONTRACTOR shall do all cutting, fitting and patching of the WORK that may be required to make its several parts come together properly and integrate with such other WORK. CONTRACTOR shall not endanger any WORK of others by cutting, excavating or otherwise altering their WORK and shall only cut or alter their WORK with the written consent of the CITY and CONSULTANT and the others whose WORK shall be affected. The duties and responsibilities of CONTRACTOR under this paragraph are for the benefit of the CITY and other contractors to the extent that there are comparable provisions for the benefit of CONTRACTOR in said direct contracts between the CITY and other contractors.

7.1.3. If any part of CONTRACTOR'S WORK depends for proper execution or results upon the WORK of any such other contractor other than CONTRACTOR'S OWN SUBCONTRACTOR, (or the CITY), CONTRACTOR shall inspect and promptly report to CONSULTANT in writing any delays, defects or deficiencies in such other WORK that render it unavailable or unsuitable for such proper execution and results of CONTRACTOR'S WORK. CONTRACTOR'S failure to report shall constitute an acceptance of the other WORK as fit and proper for integration with CONTRACTOR'S WORK except for latent defects and deficiencies in the other WORK.

#### 7.2. COORDINATION:

7.2.1. If the CITY contracts with others for the performance of other WORK on the Project at the site, the person or organization who shall have authority and responsibility for coordination of the activities among the various prime contractors shall be identified in the Technical Specifications and the specific matters to be covered by such authority and responsibility shall be itemized, and the extent of such authority and responsibilities shall be provided in the Technical Specifications. Unless otherwise provided in the Technical Specifications, neither the CITY nor the CONSULTANT shall have any authority or responsibility in respect of such coordination.

#### ARTICLE 8 -- THE CITY'S RESPONSIBILITIES



### 8.1. COMMUNICATIONS TO CONTRACTOR:

8.1.1. CITY shall issue all communications to CONTRACTOR, copy to CONSULTANT.

### 8.2. FURNISH DATA:

8.2.1. CITY shall promptly furnish the data required of the CITY under the Contract Documents.

### 8.3. PAYMENTS:

8.3.1. CITY shall make payments to CONTRACTOR promptly when they are due as provided in Sections 14.5 (Review of Application for Progress payment), and 14.10, (Final Payment and Acceptance).

### 8.4. LANDS, EASEMENTS: REPORTS AND TESTS:

8.4.1. The CITY'S duties in respect of providing lands and easements and providing engineering surveys, if available, to establish reference points are set forth in paragraphs 4.1.1(Availability of Land) and 4.5.1 (Reference Points).

8.4.2. The CITY shall identify and make available to CONTRACTOR copies of reports of physical conditions at the Site and drawings of existing structures that have been utilized in preparing the Contract Documents as set forth in Paragraph 4.2, (Report of Physical Conditions).

### 8.5. CHANGE ORDERS

8.5.1. The CITY is obligated to execute Change Orders as indicated in Article 10, (Changes in the Work).

### 8.6. SUSPENSION OF WORK

8.6.1. In connection with the CITY'S right to stop WORK or suspend WORK see paragraph 13.7 (City May Stop Work) and 15.1 City May Suspend/Stop Work). Paragraph 15.2 (City May Terminate for Cause) and 15.3 (City May terminate Without Cause) deals with the CITY'S right to terminate services of CONTRACTOR.

### 8.7 ESTIMATED DOLLAR VALUE:

8.7.1 No guarantee of the dollar amount of this bid is implied or given.

### 8.8 QUANTITIES:

8.8.1 Quantities shown are estimates only. No guarantee or warranty is given or implied by the City as to the total amount that may or may not be purchased from any resulting contract. The City reserves the right to decrease or increase quantities or add or delete any item from the contract if it is determined that it best serves the interests of the City. Orders shall be placed as needed by individual locations during the contract period. The CONTRACTOR agrees that the price(s) offered shall be maintained irrespective of the quantity actually purchased.

### 8.9 ADDITIONAL TERMS AND CONDITIONS:

8.9.1 No additional terms and conditions included with the Bid response shall be evaluated or considered, have any force or effect, and are inapplicable to this Bid. It is

understood and agreed that the conditions in these Bid Documents are the only conditions applicable to this Bid and the CONTRACTOR's authorized signature on the Bid Form attests to this.

## ARTICLE 9 -- CONSULTANT'S STATUS DURING CONSTRUCTION:

### 9.1. CITY'S REPRESENTATIVE:

9.1.1. The CONSULTANT (if specifically designated), or a specifically designated employee of the CITY, shall act as the CITY'S REPRESENTATIVE during the construction period. The duties and responsibilities and the limitations of authority of the CONSULTANT as one of the CITY'S REPRESENTATIVES during construction are set forth in Articles 1 through 17 of these General Conditions and shall not be extended without written consent of the CITY'S PROJECT MANAGER and the CONSULTANT.

9.1.2 The CONSULTANT's decision with the consent of the CITY'S PROJECT MANAGER in matters relating to aesthetics, shall be final, if within the terms of the Contract Documents.

#### 9.1.3 Consultant shall work with the CITY to

9.1.3.1 Establish on-site lines of authority and communications:

9.1.3.2 Schedule and conduct pre-construction meeting and progress meetings.

#### 9.1.4 Consultant shall also work with the CITY to Establish procedures for:

9.1.4.1 Submittals

9.1.4.2 Reports and records

9.1.4.3 Recommendations

9.1.4.4 Coordination of drawings

9.1.4.5 Schedules

9.1.4.6 Resolution of conflicts

#### 9.1.5 Consultant shall also

9.1.5.1 Interpret Contract Specifications and Drawings

9.1.5.2 Transmit written interpretations to Contractor, and to other concerned parties.

9.1.5.3 Assist in Obtaining permits and approvals

9.1.5.4 Verify that Contractor and subcontractors have obtained inspections for Work and for temporary facilities.

#### 9.1.5.5 Assist CITY to control the use of Site:

### 9.2. VISITS TO SITE:

9.2.1. After written notice to proceed with the WORK, the CONSULTANT shall make visits to the site at intervals appropriate to the various stages of construction or as per CONSULTANT'S contract with CITY to observe the progress and quality of the executed WORK and to determine, in general, if the WORK is proceeding in accordance with the Contract Documents. On the basis of his on-site observations, as an experienced and qualified design professional, he shall keep the CITY informed of the progress of the WORK, shall endeavor to guard the CITY against defects and deficiencies in the WORK of the Contractor.

### 9.3. PROJECT REPRESENTATION:



9.3.1. The City of Belle Glade or its authorized agents, inspectors or representatives acting within the scope of duties entrusted to them by the CITY.

#### 9.4. CLARIFICATIONS AND INTERPRETATIONS:

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

#### 9.5. MEASUREMENTS:

9.5.1. MEASUREMENTS: All Work completed under the Contract shall be measured by the CONSULTANT'S or CITY'S REPRESENTATIVE or PROJECT REPRESENTATIVE according to the United States Standard Measures. All linear surface measurements shall be made horizontally or vertically as required by the item measured.

#### 9.6. REJECTING DEFECTIVE WORK

9.6.1. The CONSULTANT, CITY'S REPRESENTATIVE or PROJECT REPRESENTATIVE shall have authority to disapprove or reject Work which is "defective" as defined in Article 1. They shall also have authority to require special inspection or testing of the Work as they may individually or severally deem necessary, whether or not the Work is fabricated, installed or completed.

9.6.2. Mockups must be approved prior to work beginning. The mockup shall be the basis for the quality of work and the work's acceptance.

#### 9.7. SHOP DRAWINGS, CHANGE ORDERS AND PAYMENTS:

9.7.1. In connection with CONSULTANT'S responsibility for Shop Drawings and samples, see Sections 6.11 (Shop Drawings and Samples).

9.7.2. In connection with CONSULTANT'S responsibilities as to Change Orders see Article 10, (Changes in the Work), Articles 11 (Change in Contract Price) and Article 12 (Change in Contract Time).

9.7.3. In connection with CONSULTANT'S responsibilities in respect of Applications for Payment, etc., see Article 14, (Payments to Contractor and Completion).

#### 9.8. DETERMINATIONS FOR UNIT PRICES:

9.8.1. The CITY PROJECT MANAGER and CONSULTANT shall determine the actual quantities and classifications of Unit Price WORK performed by CONTRACTOR. The CITY PROJECT MANAGER and CONSULTANT shall review with CONTRACTOR CONSULTANT'S preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). The CITY PROJECT MANAGER'S written

decisions thereon shall be final and binding upon the CITY and CONTRACTOR unless, within ten days after the date of any such decision, the CONTRACTOR delivers to the CITY and to CONSULTANT written notice of intention to appeal from such a decision.

#### 9.9. DECISIONS ON DISPUTES:

9.9.1. The CITY PROJECT MANAGER with the input of the CONSULTANT shall be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the WORK thereunder. Claims, disputes and other matters relating to the acceptability of the WORK or the interpretation of the requirements of the Contract Documents pertaining to the performance and furnishing of the WORK and claims under Articles 11 (Change in Contract Price) and Article 12 (Change in Contract Time) in respect of changes in the Contract Price or Contract Time shall be referred initially to CONSULTANT in writing with a request for a formal decision in accordance with this paragraph, which CONSULTANT with the consent of the City Project Director shall render in writing within a reasonable time. Written notice of each such claim, dispute and other matter shall be delivered by the claimant to The CITY PROJECT MANAGER and CONSULTANT and the other party to the Contract promptly (but in no event later than ten (10) days) after the start of the occurrence or event giving rise thereto, and written supporting data shall be submitted to The CITY PROJECT MANAGER and CONSULTANT within ten (10) days after such occurrence unless CONSULTANT with the consent of the City Project Director allows an additional period of time to ascertain more accurate data in support of such claim, dispute or other matter.

9.9.2. The CITY PROJECT MANAGER and CONSULTANT shall submit any response to the claimant within ten (10) days after receipt of the claimant's last submittal (unless The CITY PROJECT MANAGER and CONSULTANT allows additional time). CONSULTANT with the consent of the City Project Director shall render a formal decision in writing thirty days after receipt of the opposing party's submittal, if any, in accordance with this paragraph. The CITY PROJECT MANAGER'S written decision, on such claim, dispute or other matter shall be final and binding upon CONTRACTOR unless:

(i) an appeal from CITY/CONSULTANT's decision is taken within the time limits and in accordance with the procedures set forth pursuant to Article 16, (Dispute Resolution) or

(ii) a written notice of intention to appeal from The CITY PROJECT MANAGER and CONSULTANT's written decision is delivered by CONTRACTOR to the CITY PROJECT MANAGER and CONSULTANT within ten (10) days after the date of such decision and a formal proceeding is instituted by the appealing party in a forum of competent jurisdiction to exercise such rights or remedies as the appealing party may have with respect to such claim, dispute or other matter in accordance with applicable Laws and Regulations within thirty (30) days of the date of such decision, unless otherwise agreed in writing by CITY and CONTRACTOR.

9.9.3 The rendering of a decision by The CITY PROJECT MANAGER pursuant to paragraphs 9.8.1, (Determinations for Unit Prices), 9.9.1 and 9.9.2 (Dispute Resolution) with respect to any such claim, dispute or other matter (except any which have been waived by the making or acceptance of final payment as provided in paragraph 14.11 Waiver of Claims) shall be a condition precedent to any exercise by CONTRACTOR of such rights or remedies as either may otherwise have under the Contract Documents or by Laws or





Regulations in respect of any such claim, dispute or other matter pursuant to Article 16.

#### 9.10 INSPECTION AND TESTING:

9.10.1 Consultant shall inspect work to assure performance in accord with requirements of Contract Documents as follows:

9.10.1.1 Administer special testing and inspections of suspect Work.

9.10.1.2 Reject Work, which does not comply with requirements of Contract Documents.

9.10.2 Coordinate Testing Laboratory Services:

9.10.2.1 Verify that required laboratory personnel are present.

9.10.2.2 Verify that tests are made in accordance with specified standards.

9.10.2.3 Review test reports for compliance with specified criteria.

9.10.2.4 Recommend and administer any required re-testing.

#### 9.11. LIMITATIONS ON CONSULTANT:

9.11.1 Neither CONSULTANT'S authority to act under this Article 9 or elsewhere in the Contract Documents nor any decision made by CONSULTANT either to exercise or not exercise such authority shall give rise to any duty or responsibility of CONSULTANT to CONTRACTOR, any Subcontractor, any Supplier, or any other person or organization performing any of the WORK, or to any surety for any of them.

9.11.2. Whenever in the Contract Documents the term "as ordered", "as directed", "as required", "as allowed", "as approved" or terms of like effect or import are used, or the adjectives "reasonable", "suitable", "acceptable", "proper", or "satisfactory" or adjectives of the like effect or import are used to describe a requirement, direction, review or judgment of CONSULTANT as to the WORK, it is intended that such requirement, direction, review or judgment shall be solely to evaluate the WORK for compliance with the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective shall not be effective to assign to CONSULTANT any duty or authority to supervise or direct the furnishing or performance of the WORK or any duty or authority to undertake responsibility contrary to the provisions of paragraph 9.11.3 or 9.11.4.

9.11.3. CONSULTANT shall not be responsible for CONTRACTOR'S means, methods, techniques, sequences or procedures of construction, or the safety precautions and programs incident thereto, and CONSULTANT shall not be responsible to CONTRACTOR for CONTRACTOR'S failure to perform or furnish the WORK in accordance with the Contract Documents.

**9.11.4.** CONSULTANT shall not be responsible for the acts or omissions of CONTRACTOR or of any Subcontractor, any Supplier, or of any other person or organization performing or furnishing any of the WORK.

### ARTICLE 10 -- CHANGES IN THE WORK

#### 10.1. AUTHORIZED CHANGES IN THE WORK

10.1.1. Without invalidating the Contract and without

notice to any surety, the CITY may, at any time or from time to time, order additions, deletions or revisions in the WORK; these shall be authorized by a Written Amendment, a Change Order, or a Work Change Directive. Upon receipt of any such document, CONTRACTOR shall promptly proceed with the WORK involved that shall be performed under the applicable conditions of the Contract Documents, except as otherwise specifically provided.

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

#### 10.2. UNAUTHORIZED CHANGES IN THE WORK

10.2.1. CONTRACTOR shall not be entitled to an increase in the Contract Price or an extension of the Contract Time with respect to any WORK performed that is not required by the Contract Documents as amended, modified and supplemented as provided in Section 3.2, (References to Standards) except in the case of an emergency as provided in paragraph 6.10.11 (Emergencies) and except in the case of uncovering WORK as provided in paragraph 13.4.2, (Uncovering Work).

#### 10.3. EXECUTION OF CHANGE ORDERS

10.3.1. The CITY and CONTRACTOR shall execute appropriate Change Orders (or Written Amendments) covering:

10.3.1.1. Changes in the WORK, which are ordered by the CITY pursuant to paragraph 10.1.1, (Changes in the Work) are required because of acceptance of *defective* WORK under paragraph 13.8 or correcting *defective* WORK under paragraph 13.9, or are agreed to by the parties.

10.3.1.2. Changes in the Contract Price or Contract time which the parties agree to.

10.3.1.3. Changes in the Contract Price or Contract Time which embody the substance of any written decision rendered by CONSULTANT pursuant to paragraph 9.9.1; (Decisions on Disputes) provided that, in lieu of executing any such Change Order, an appeal may be taken from any such decision in accordance with the provision of the Contract Documents and applicable Laws and Regulations, but during any such appeal, CONTRACTOR shall carry on the WORK and adhere to the progress schedule as provided in paragraph 6.24.1.

10.3.2. **Surety.** It is distinctly agreed and understood that any changes made in the Contract Documents for this WORK (whether such changes increase or decrease the amount thereof) or any change in the manner or time of payments or time of performance made by the CITY to the CONTRACTOR shall in no way annul, release or affect the liability and surety on the Bonds given by the CONTRACTOR. If notice of any change affecting the general scope of the WORK or the provisions of the Contract Documents (including, but not limited to, Contract Price or contract Time) is required by the provisions of any bond to be given to a Surety, the giving of any such notice shall be CONTRACTOR'S responsibility, and the amount of each applicable Bond shall be adjusted accordingly.





10.3.3. Notwithstanding, anything to the contrary contained within the contract documents, all change orders involving additional cost or extensions of time, shall be governed by the policies/ordinances of the CITY.

## ARTICLE 11 -- CHANGE OF CONTRACT PRICE

### 11.1. GENERAL

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

Except where specifically provided for in the Contract Documents, the CONTRACTOR shall not be entitled to an increase in the Contract Price or payment or compensation of any kind from the CITY for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising out of or related to delay, disruption, interference or hindrance from any cause whatsoever. Provided, however, and subject to sovereign immunity under section 768.28, Florida Statutes, that this provision shall not preclude recovery of damages by the CONTRACTOR for hindrances or delays due solely to fraud, bad faith or active interference on the part of the CITY. Otherwise, the CONTRACTOR shall be entitled only to extensions of the Contract Times as the sole an exclusive remedy for such resulting delay, in accordance with and to the extent specifically provided in the Contract Documents.

11.1.2. The Contract Price may only be changed by a Change Order or by a Written Amendment. Any claim for an increase or decrease in the Contract Price shall be based on written notice delivered by the party making the claim to the other party and to CONSULTANT promptly (but in no event later than ten (10) days) after the occurrence of the event giving rise to the claim and stating the general nature of the claim. Notice of the amount of the claim with supporting data shall be delivered within thirty (30) days after such occurrence (unless CONSULTANT allows an additional period of time to ascertain more accurate data in support of the claim) and shall be accompanied by claimant's written statement that the amount claimed covers all known amounts (direct, indirect and consequential) to which the claimant is entitled as a result of the occurrence of said event. All claims for adjustment in the Contract Price shall be determined by CITY and CONSULTANT in accordance with paragraph 9.9.1 if the CITY and CONTRACTOR cannot otherwise agree on the amount involved. No claim for an adjustment in the Contract Price shall be valid if not submitted in accordance with this paragraph 11.1.2.

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

11.1.3.1. Where the WORK involved is covered by unit prices contained in the Contract Documents, by application of unit prices to the quantities of the items involved (subject to the provisions of Section 11.5, (Unit Price Work) inclusive).

11.1.3.2. By mutual acceptance of a lump sum (which shall include an allowance for overhead and profit in accordance with paragraph 11.3.1.2.a Contractor's Fee).

11.1.3.3. On the basis of the Cost of the WORK (determined as provided in Section 11.2, inclusive) plus a CONTRACTOR'S Fee for overhead and profit (determined as provided in Section 11.3, Contractor's Fee, inclusive).

### 11.2. COST OF THE WORK:

11.2.1. **General.** The term Cost of the WORK means the sum of all costs necessary incurred and paid by CONTRACTOR in the proper performance of the WORK. Except as otherwise may be agreed to in writing by the CITY, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall include only the following items and shall not include any of the costs itemized in paragraph 11.2.2: (Exclusions to Cost of the Work).

11.2.1.1. **Labor.** Payroll costs for employees in the direct employ of CONTRACTOR in the performance of the WORK under schedules of job classification agreed upon by the CITY and CONTRACTOR. Payroll costs for employees not employed full time on the WORK shall be apportioned on the basis of their time spent on the WORK. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits which shall include social security contributions, unemployment, excise and payroll taxes, workers' or workmen's compensation, health and retirement benefits, sick leave, vacation and holiday pay applicable thereto. Such employees shall include superintendents and foremen at the site. The expenses of performing WORK after regular working hours, on Saturday, Sunday or legal holidays shall be included in the above to the extent authorized by the CITY.

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

11.2.1.3. **Subcontractor. Payments** made by CONTRACTOR to the Subcontractors for WORK performed by Subcontractors. If required by the CITY, CONTRACTOR shall obtain competitive bids from Subcontractors acceptable to CONTRACTOR and shall deliver such bids to the CITY who shall then determine, with the advice of the CONSULTANT, which bids shall be accepted. If a subcontract provides that the Subcontractor is to be paid on the basis of Cost of the WORK Plus a Fee, the Subcontractor's Cost of the WORK shall be determined in the same manner as CONTRACTOR'S Cost of WORK. All subcontracts shall be subject to the other provisions of the Contract Documents insofar as applicable.

11.2.1.4. **Costs of special consultants** (including but not limited to engineers, Engineers, testing laboratories, surveyors, attorneys and accountants) employed for services specifically related to the WORK.



11.2.1.5. **Supplemental costs** include the following:

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

b. Rentals of all construction equipment and machinery and the parts thereof whether rented from CONTRACTOR or others in accordance with rental agreements approved by the CITY with the advice of CONSULTANT, and the costs of transportation, loading, unloading, installation, dismantling and removal thereof--all in accordance with terms of said rental agreements. The rental of any such equipment, machinery or parts shall cease when the use thereof is no longer necessary for the WORK. For special equipment and machinery such as power driven pumps, concrete mixers, trucks, front end loaders, backhoes, and tractors, or other equipment, required for the economical performance of the authorized WORK, the CONTRACTOR shall receive payment based on the weekly rate divided by 40 to arrive at an hourly cost. The weekly rate shall be from the latest edition of the Rental Rate blue book for Construction Equipment, published by Equipment Guide Book Co., reduced by 25 percent. Equipment cost shall be calculated based upon the actual time the equipment is used in the WORK. If said WORK required the use of machinery not on the WORK or not to be used on the WORK, the cost of transportation, not exceeding a distance of one hundred (100) miles, of such machinery to and from the WORK shall be added to the fair rental rate; provided, however, that this shall not apply to machinery or equipment already required to be furnished under the terms of the Contract.

c. Sales, consumer, use or similar taxes related to the WORK and for which CONTRACTOR is liable, imposed by laws and regulations.

d. Royalty payments and fees for permits and licenses.

e. The site costs of utilities, fuel and sanitary facilities.

f. Cost of premiums for additional bonds and insurance required because of changes in the WORK.

11.2.2. **Exclusions to Cost of the Work:** The term Cost of the WORK shall not include any of the following:

11.2.2.1. **Payroll costs** and other compensation of CONTRACTOR'S officers, executives, principals (of partnership and sole proprietorships), general managers, engineers, Engineers, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks and other personnel employed by CONTRACTOR whether at the site or in CONTRACTOR'S principal or a branch office for general administration of the WORK and not specifically included in the agreed upon schedule of job classifications referred to in paragraph 11.2.1.1 or specifically covered by paragraph 11.2.1.4 -- all of which are to be considered administrative costs covered by the CONTRACTOR'S Fee.

11.2.2.2. **Expenses** of CONTRACTOR'S principal and branch offices other than CONTRACTOR'S office at the site.

11.2.2.3. **Any part** of CONTRACTOR'S capital expenses, including interest on CONTRACTOR'S capital employed for the WORK and charges against CONTRACTOR for delinquent payments.

11.2.2.4. **Cost of premiums** for all Bonds and for all Insurance whether or not CONTRACTOR is required by the Contract Documents to purchase and maintain the same (except for the cost of premiums covered by subparagraph 11.2.1.5f above).

11.2.2.5. **Costs due** to the negligence or intentional acts of the CONTRACTOR, any Subcontractor, or anyone whose acts any of them may be liable, including but not limited to, the correction of *defective* WORK, disposal of materials or equipment wrongly supplied and making good any damage to property.

11.2.2.6. **Costs associated** with fringe benefits that are greater than actual costs; i.e., where worker hours exceed a typical 8-hour day and 40-hour workweek.

11.2.2.7. **Other overhead** or general expense costs of any kind and the costs of any item not specifically and expressly included in Section 11.2.

### 11.3. CONTRACTOR'S FEE:

11.3.1. The CONTRACTOR'S Fee for overhead and profits shall be determined as follows:

11.3.1.1. A mutually acceptable fixed fee; or if none can be agreed upon,

11.3.1.2. A fee based on the following percentages of the various portions of the Cost of the WORK:

a. For costs incurred under paragraphs 11.2.1.1 (Labor) and 11.2.1.2, (Materials and Equipment) the CONTRACTOR'S Fee shall be five (5%) percent;

b. For costs incurred under paragraph 11.2.1.3, (Subcontractors) the CONTRACTOR'S Fee shall be five percent; and if a subcontract is on the basis of Cost of the WORK Plus a Fee, the maximum allowable to CONTRACTOR on account of overhead and profit of all Subcontractors shall be five (5%) percent;

c. No fee shall be payable on the basis of costs itemized under paragraphs 11.2.1.4, (Cost of Consultants) 11.2.1.5 (Supplemental Costs) and 11.2.2; (Exclusions)

d. The amount of credit to be allowed by CONTRACTOR to the CITY for any such change which results in a net decrease in cost shall be the amount of the actual net decrease plus a deduction in CONTRACTOR'S Fee by an amount equal to ten percent of the net decrease; and

e. When both additions and credits are involved in any one change, the adjustment in CONTRACTOR'S Fee shall be computed on the basis of the net change in accordance with paragraphs 11.3.1.2a through 11.3.1.2d, inclusive.

11.3.2. Whenever the cost of any WORK is to be determined pursuant to paragraph 11.2.1 (General) or 11.2.2, (Exclusions), CONTRACTOR shall submit in form



acceptable to CONSULTANT an itemized cost breakdown together with supporting data.

#### 11.4. CASH ALLOWANCES:

11.4.1. It is understood that CONTRACTOR has included in the Contract Price all allowances so named in the Contract Documents and shall cause the WORK so covered to be done by such Subcontractors or Suppliers and for such sums within the limit of the allowances as may be acceptable to the CITY, CONTRACTOR agrees that:

11.4.1.1. The allowances include the cost to CONTRACTOR (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the site, and all applicable taxes; and

11.4.1.2. CONTRACTOR'S costs for unloading and handling on the site, labor, installation costs, overhead, profit and other expenses contemplated for the allowances have been included in the Contract Price and not in the allowances. No demand for additional payment on account of any thereof shall be valid.

11.4.1.3. Prior to final payment, an appropriate Change order shall be issued as recommended by CONSULTANT to reflect actual amounts due CONTRACTOR on account of WORK covered by allowances, and the Contract Price shall be correspondingly adjusted.

#### 11.5. UNIT PRICE WORK:

11.5.1. Where the Contract Documents provide that all or part of the WORK is to be Unit Price WORK, initially the Contract Price shall be deemed to include for all Unit Price WORK an amount equal to the sum of the established unit prices for each separately identified item of Unit Price WORK times the estimated quantity of each item as indicated in the Contract. The estimated quantities of items of Unit Price WORK are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Determinations of the actual quantities and classifications of Unit Price WORK performed by CONTRACTOR shall be made by CONSULTANT/CITY in accordance with Paragraph 9.8, Determinations for Unit Prices.

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

11.5.3. Where the quantity of any item of Unit Price WORK performed by CONTRACTOR differs materially and significantly from the estimated quantity of such item indicated in the Contract and there is no corresponding adjustment with respect to any other item of WORK and if CONTRACTOR believes that CONTRACTOR has incurred additional expense as a result thereof, CONTRACTOR may make a claim for an increase in the Contract Price in accordance with Article 11 Change of Contract Price, if the parties are unable to agree as to the amount of any such increase.

11.5.4. Where the quantity of any item of Unit Price WORK performed by CONTRACTOR differs materially and significantly from the estimated quantity of such item indicated in the Contract and there is no corresponding

adjustment with respect to any other item of WORK and if CITY believes that CONTRACTOR has incurred reduced expense as a result thereof, CITY may make a claim for a decrease in the Contract Price in accordance with Article 11 Change of Contract Price if the parties are unable to agree as to the amount of any such decrease.

#### 11.6. OMITTED WORK:

11.6.1. The CITY may at any time, by written order, without Notice to the Sureties, require omission of such contract WORK as it may find necessary or desirable. An order for omission of WORK shall be valid only by an executable change order. All WORK so ordered must be omitted by the CONTRACTOR. The amount by which the contract price shall be reduced shall be determined as follows:

11.6.1.1. By such applicable unit prices, or rates for WORK of a similar nature or character as set forth in the contract; or,

11.6.1.2. By the appropriate lump sum price set forth in the Contract; or,

11.6.1.3. By the reasonable and fair estimated cost of such omitted WORK and profit percentage as determined by the CONTRACTOR and the CONSULTANT, and approved by the CITY.

#### ARTICLE 12 -- CHANGE OF CONTRACT TIME

##### 12.1 GENERAL

12.1.1. The Contract Time may only be changed by a Change Order or Written Amendment. Any claim for an extension or shortening of the Contract time shall be based on written notice delivered by the party making the claim to the other party and to CONSULTANT promptly (but in no event later than ten days) after the occurrence of the event giving rise to the claim and stating the general nature of the claim. Notice of the extent of the claim with supporting data shall be delivered within ten (10) days after such occurrence (unless CITY allows an additional period of time to ascertain more accurate data in support of the claim) and shall be accompanied by the claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant has reason to believe it is entitled as a result of the occurrence of said event. Claims made beyond these time limits shall be null and void.

12.1.2 Requests for extension of time shall be fully documented and shall include copies of daily logs, letters, shipping orders, delivery tickets, and other supporting information. In case of a continuing cause of delay only one (1) claim is necessary. Normal working weeks are based on a five (5) day week. All claims for adjustment of the Contract Time shall be determined by the CITY with input from the CONSULTANT. No claim for an adjustment in the Contract Time shall be valid if not submitted in accordance with the requirements of paragraph 12.1.1.

12.1.3. All time limits stated in the Contract Documents are of the essence of the Contract.

12.1.4. Where CONTRACTOR is prevented from completing any part of the WORK within the Contract Times (or Milestones) that, in the sole judgment of the CITY whose



decision shall be binding upon CONTRACTOR are due to delay beyond the control of CONTRACTOR, the Contract Times (or Milestones) shall be extended in an amount equal to the time lost due to such delay if a claim is made therefore as provided in paragraph 12.1.1.

12.1.5 Delays beyond the control of CONTRACTOR shall include, but not be limited to, acts or neglect by CITY, acts or neglect of utility Cities or other contractors performing other work as contemplated by Article 7, (Related Work at Sight) fires, floods, epidemics, or acts of God.

12.1.6 The CONTRACTOR must mitigate any loss of time by performing but not be limited to just performing ancillary WORK as is applicable to the project.

12.1.7 Claims for delay due to inclement weather (i.e., beyond the 10 year mean average) shall be made by the 10th day of the month following the month of the delay.

12.1.8 Delays attributable to and within the control of a Subcontractor or Supplier shall be deemed to be delays within the control of CONTRACTOR.

12.1.9. Where CONTRACTOR IS prevented from completing any part of the WORK within the Contract Times (or Milestones) due to delay beyond the control of both CITY and CONTRACTOR, an extension of the Contract Times (or Milestones) in an amount equal to the time lost due to such delay shall be CONTRACTOR's sole and exclusive remedy for such delay. In no event shall CITY be liable to CONTRACTOR, any Subcontractor, any Supplier, any other person or organization, or to any surety or employee or agent of any of them, for damages arising out of or resulting from (i) delays caused by or within the control of CONTRACTOR, or (ii) delays beyond the control of both parties including but not limited to fires, floods, epidemics, abnormal weather conditions, acts of God or acts of neglect by utility Cities or other contractors performing other work as contemplated by Article 7, (Related work at Sight).

## 12.2 LIQUIDATED DAMAGES.

12.2.1 The CITY and CONTRACTOR recognize and acknowledge that time is of the essence of this Contract and that the CITY shall suffer financial loss if the WORK is not completed within the times specified in paragraph 2.3 of the General Conditions and the Notice To Proceed, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. Each of the parties acknowledges that it has attempted to quantify the damages which would be suffered by CITY in the event of the failure of CONTRACTOR to perform in a timely manner, but neither one has been capable of ascertaining such damages with a certainty. CITY and CONTRACTOR also recognize and acknowledge the delays, expense and difficulties involved in proving in a legal proceeding the actual loss suffered by the CITY if the WORK is not completed on time. Accordingly, instead of requiring any such proof, the CITY and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay the CITY:

<b>Base Bid Liquidated Damages Per Day</b>	
<b>\$1000 to \$20,000</b>	<b>\$100</b>
<b>20,001 to 75,000</b>	<b>150</b>
<b>75,001 to 150,000</b>	<b>200</b>
<b>150,000 to 350,000</b>	<b>750</b>
<b>350,001 to 750,000</b>	<b>800</b>
<b>750,001 to 1,000,000</b>	<b>1,000</b>

<b>1,000,001 to 2,000,000</b>	<b>1,200</b>
<b>2,000,001 to 3,000,000</b>	<b>1,500</b>
<b>3,000,001 to 4,000,000</b>	<b>1,600</b>
<b>4,000,001 to 5,000,000</b>	<b>1,700</b>
<b>5,000,001 to 6,000,000</b>	<b>1,800</b>
<b>6,000,001 to 7,000,000</b>	<b>1,900</b>
<b>7,000,001 to 8,000,000</b>	<b>2,000</b>
<b>8,000,001 to 9,000,000</b>	<b>2,100</b>
<b>9,000,001 to 10,000,000</b>	<b>2,200</b>
<b>10,000,001 to 11,000,000</b>	<b>2,300</b>
<b>11,000,001 to 12,000,000</b>	<b>2,400</b>
<b>12,000,001 and over</b>	<b>2,500</b>

for each day that expires after the time specified in paragraph 2.3 of the General Conditions, and the NOTICE TO PROCEED for substantial completion until the WORK is substantially complete.

12.2.2 After Substantial Completion, if CONTRACTOR shall neglect, refuse or fail to complete the remaining WORK within the Contract Time or any proper extension thereof granted by the CITY, CONTRACTOR shall pay CITY

### **Base Bid Liquidated Damages Per Day**

<b>\$1000 to \$20,000</b>	<b>\$25.00</b>
<b>20,001 to 75,000</b>	<b>50.00</b>
<b>75,001 to 150,000</b>	<b>125.00</b>
<b>150,000 to 350,000</b>	<b>187.50</b>
<b>350,001 to 750,000</b>	<b>200.00</b>
<b>750,001 to 1,000,000</b>	<b>250.00</b>
<b>1,000,001 to 2,000,000</b>	<b>300.00</b>
<b>2,000,001 to 3,000,000</b>	<b>370.00</b>
<b>3,000,001 to 4,000,000</b>	<b>400.00</b>
<b>4,000,001 to 5,000,000</b>	<b>425.00</b>
<b>5,000,001 to 6,000,000</b>	<b>450.00</b>
<b>6,000,001 to 7,000,000</b>	<b>475.00</b>
<b>7,000,001 to 8,000,000</b>	<b>500.00</b>
<b>8,000,001 to 9,000,000</b>	<b>525.00</b>
<b>9,000,001 to 10,000,000</b>	<b>550.00</b>
<b>10,000,001 to 11,000,000</b>	<b>575.00</b>
<b>11,000,001 to 12,000,000</b>	<b>600.00</b>
<b>12,000,001 and over</b>	<b>625.00</b>

for each day that expires after the time specified in paragraph 2.3 of the General Conditions and as stated in the NOTICE TO PROCEED.

12.2.3 This sum is not a penalty, being the liquidated damages the CITY shall have sustained in event of such default by the Contractor. The CITY reserves the right to additionally recover direct job site expenses incurred during the period of any delay. The Contractor shall be liable for liquidated damages even if the Contract is terminated by the CITY for cause or if the Contractor abandons the Work. The liability of the Contractor and its surety or sureties for damages provided by this Article is joint and several.

## 12.3 REIMBURSEMENT OF CONSULTANT EXPENSES:

12.3.1 Should the completion of this Contract be delayed beyond the specified or adjusted time limit, CONTRACTOR shall reimburse the CITY for all expenses of consulting and inspection incurred by the CITY during the period between said specified or adjusted time and the actual date of final completion. All such expenses for consulting and inspection incurred by the CITY shall be charged to CONTRACTOR and be deducted from payments due CONTRACTOR as provided by this Contract. Said expenses shall be further





defined as CONSULTANT charges associated with the construction contract administration, including resident project representative costs.

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

##### 13.1. NOTICE OF DEFECTS:

13.1.1. Prompt notice of all defects for which CITY or CONSULTANT have actual knowledge shall be given to CONTRACTOR. All *defective* WORK, whether or not in place, may be rejected, corrected or accepted as provided in Article 13, Test and Inspections: Correction, Removal or Acceptance of Defective Work.

13.1.2. Unremedied defects identified for correction during the guarantee period but remaining after its expiration shall be considered as part of the obligations of the guarantee. Defects in material, workmanship or equipment, which are remedied as a result of obligations of the guarantee, shall subject the remedied portion of the WORK to an extended guarantee period of one year after the defect has been remedied. The Surety shall be bound with and for the Contractor in the Contractor's faithful observance of the guarantee.

##### 13.2. ACCESS TO WORK:

13.2.1 CONSULTANT'S and CONSULTANT'S representatives, other representatives of the CITY, testing agencies and governmental agencies with jurisdictional interests shall have access to the WORK at reasonable times for their observation, inspecting and testing. CONTRACTOR shall provide proper and safe conditions for such access.

##### 13.3. TESTS AND INSPECTIONS:

13.3.1. CONTRACTOR shall give CONSULTANT timely notice of readiness of the WORK for all required inspections, tests or approvals.

13.3.2. If Laws or Regulations of any public body having jurisdiction require any WORK (or part thereof) to specifically be inspected, tested or approved, CONTRACTOR shall assume full responsibility therefor, pay all costs in connection therewith and furnish CONSULTANT the required certificates of inspection, testing or approval. CONTRACTOR shall also be responsible for and shall pay all costs in connection with any inspection or testing required in connection with the CITY'S or CONSULTANT'S acceptance of a Supplier of materials or equipment proposed to be incorporated in the WORK, or of materials or equipment submitted for approval prior to CONTRACTOR'S purchase thereof for incorporation in the WORK.

13.3.3. All inspections, tests or approvals other than those required by Laws or Regulations of any public body having jurisdiction shall be performed by organizations acceptable to the CITY (or by CONSULTANT if so specified).

13.3.4. If any WORK (including the WORK of others) that is to be inspected, tested or approved is covered without written concurrence of CONSULTANT, it must, if requested by CONSULTANT, be uncovered for observation. Such uncovering shall be at CONTRACTOR'S expense unless

CONTRACTOR has given CONSULTANT timely notice of CONTRACTOR'S intention to cover the same and CONSULTANT has not acted with reasonable promptness in response to such notice.

13.3.5. Neither observations by CONSULTANT nor inspections, tests or approvals by others shall relieve CONTRACTOR from CONTRACTOR'S obligation's to perform the WORK in accordance with the Contract Documents.

13.3.6 General: For tests specified to be made by the Contractor, the testing personnel shall make the necessary inspections and tests and the reports thereof shall be in such form as will facilitate checking to determine compliance with the Contract Documents. Five (5) copies of the reports shall be submitted and authoritative certification thereof must be furnished to the Consultant as a prerequisite for the acceptance of any material or equipment.

13.3.6.1 If, in the making of any test of any material or equipment, it is ascertained by the Consultant that the material or equipment does not comply with the Contract Documents, the Contractor will be notified thereof and he will be directed to refrain from delivering said material or equipment, or to remove it promptly from the site or from the work and replace it with acceptable material, without cost to the CITY.

13.3.6.2 Tests of electrical and mechanical equipment and appliances shall be conducted in accordance with the recognized test codes.

13.3.7. Costs: All inspection and testing of materials furnished under this Contract will be provided by the Contractor, unless otherwise expressly specified.

13.3.7.1 Materials and equipment submitted by the Contractor as the equivalent to those specifically named in the Contract may be tested by the CITY for compliance. The Contractor shall reimburse the CITY for the expenditures incurred in making such tests of materials and equipment which are rejected for non-compliance.

13.3.8. Certificate of Manufacture: Contractor shall furnish Consultant authoritative evidence in the form of Certificate of Manufacture that the materials to be used in the work have been manufactured and tested in conformity with the Contract Documents.

13.3.8.1 These certificates shall be notarized and shall include copies of the results of physical tests and chemical analyses, where necessary, that have been made directly on the product or on similar products of the manufacturer.

13.3.9. Start up Tests: As soon as conditions permit, the Contractor shall furnish all labor, materials, and instruments and shall make start-up tests of equipment.

13.3.9.2 If the start-up tests disclose any equipment furnished under this Contract which does not comply with the requirements of the Contract Documents, the Contractor shall, prior to demonstration tests, make all changes, adjustments and replacements required. The furnishing Contractor shall assist in the start-up tests as applicable.

##### 13.4 TESTING AND INSPECTIONS SPECIFIC RESPONSIBILITIES





13.4.1 The independent firm will perform tests, inspections and other services specified in individual specification sections and as may be required by City.

13.4.1.1 Laboratory: Authorized to operate at Project location.

13.4.1.2 Laboratory Staff: Maintain full time specialist on staff to review services.

13.4.1.3 Testing Equipment: Calibrated at reasonable intervals with devices of accuracy traceable to National Bureau of Standards or accepted values of natural physical constants.

13.4.2 Testing, inspections and source quality control may occur on or off project site. Perform off-site testing as required by Engineer/Engineer or City.

13.4.3 Reports will be submitted by independent firm to Engineer/Engineer, Contractor, and authority having jurisdiction, in duplicate, indicating observations and results of tests and indicating compliance or non-compliance with Contract Documents. Submit final report indicating correction of Work previously reported as non-compliant.

13.4.4 Cooperate with independent firm; furnish samples of materials, design mix, equipment, tools, storage, safe access, and assistance by incidental labor as requested.

13.4.4.1 Notify City, Engineer/Engineer and independent firm [24] hours prior to expected time for operations requiring services.

13.4.4.2 Make arrangements with independent firm and pay for additional samples and tests required for Contractor's use.

13.4.5 Testing and employment of testing agency or laboratory shall not relieve Contractor of obligation to perform Work in accordance with requirements of Contract Documents.

13.4.6 Re-testing or re-inspection required because of non-conformance to specified requirements shall be performed by same independent firm on instructions by Consultant. Payment for re-testing or re-inspection will be charged to Contractor by deducting testing charges from Contract Sum/Price.

13.4.7 Testing Agency Responsibilities:

13.4.7.1 Test samples of mixes submitted by Contractor.

13.4.7.2 Provide qualified personnel at site.

13.4.7.3 Cooperate with City, Engineer/Engineer and Contractor in performance of services.

13.4.7.4 Perform specified sampling and testing of products in accordance with specified standards.

13.4.7.5 Ascertain compliance of materials and mixes with requirements of Contract Documents.

13.4.7.6 Promptly notify City, Engineer/Engineer and Contractor of observed irregularities or non-conformance of Work or products.

13.4.7.7 Perform additional tests required by Engineer/Engineer.

13.4.8 Testing Agency Reports

After each test, promptly submit five (5) copies of report to Engineer/Engineer, Contractor, and authority having jurisdiction. When requested by Engineer/Engineer, provide interpretation of test results. Include the following:

13.4.8.1 Date issued.

13.4.8.2 Project title and number.

13.4.8.3 Name of inspector.

13.4.8.4 Date and time of sampling or inspection.

13.4.8.5 Identification of product and specifications section.

13.4.8.6 Location in Project.

13.4.8.7 Type of inspection or test.

13.4.8.8 Date of test.

13.4.8.9 Results of tests.

13.4.8.10 Conformance with Contract Documents

13.4.9 Limits On Testing Authority:

13.4.9.1 Agency or laboratory may not release, revoke, alter, or enlarge on requirements of Contract Documents.

13.4.9.2 Agency or laboratory may not approve or accept any portion of the Work.

13.4.9.3 Agency or laboratory may not assume duties of Contractor.

13.4.9.4 Agency or laboratory has no authority to stop the Work.

### 13.5 MANUFACTURERS' FIELD SERVICES

13.5.1 When specified in individual specification sections, require material or product suppliers or manufacturers to provide qualified staff personnel to observe site conditions, conditions of surfaces and installation, quality of workmanship, as applicable, and to initiate instructions when necessary.

13.5.2 Submit qualifications of observer to Engineer/Engineer [30] days in advance of required observations.

13.5.3 Report observations and site decisions or instructions given to applicators or installers that are supplemental or contrary to manufacturers' written instructions.

### 13.6. UNCOVERING WORK:

13.6.1. If any WORK is covered contrary to the request of CONSULTANT, it must, if requested by CONSULTANT, be uncovered for CONSULTANT'S observation and replaced, at CONTRACTOR'S expense.

13.6.2. If CONSULTANT considers it necessary or advisable that covered WORK be observed by CONSULTANT or inspected or tested by others, CONTRACTOR, at CONSULTANT'S request shall uncover, expose or otherwise make available for observation, inspection or testing as CONSULTANT may require, that portion of the WORK in question, furnishing all necessary labor, material and equipment. If it is found that such WORK is *defective*, CONTRACTOR shall bear all direct, indirect and consequential costs of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction, (including but not limited to fees and charges of engineers, Engineers, attorneys and other professionals), and the CITY shall be entitled to an appropriate decrease in the Contract Price, and, if the parties are unable to agree as to the amount thereof, may make a claim therefor as provided in Article 11. If, however, such WORK is not found to be *defective*, CONTRACTOR shall be allowed an increase in the Contract Price or an extension of the Contract time, or both, directly attributable to such uncovering, exposure, observation, inspection, testing and reconstruction; and if the parties are unable to agree as to the amount or extent thereof. CONTRACTOR may make a claim therefor as provided in Article 11 Change of Contract Price and Article 12, Change of Contract Time.



### 13.7. CITY MAY STOP THE WORK:

13.7.1. If the WORK is *defective*, or CONTRACTOR fails to supply sufficient skilled workers or suitable materials or equipment, or fails to furnish or perform the WORK in such a way that the completed WORK shall conform to the Contract Documents, the CITY may order CONTRACTOR to stop the WORK, or any portion thereof, until the cause for such order has been eliminated; however, this right of the CITY to stop the WORK shall not give rise to any duty on the part of the CITY to exercise this right for the benefit of CONTRACTOR or any other party.

### 13.8. CORRECTION OR REMOVAL OF DEFECTIVE WORK:

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

13.8.2 If the Contractor refuses to comply, the CITY has the right to do either (or more) of the following:

13.8.3 The CITY has the right to correct any work so performed by the CONTRACTOR and deduct the expenses for doing so from the final payment due the CONTRACTOR, or

13.8.4 The CITY shall hold back final payment due CONTRACTOR until such time as the work is completed to the satisfaction of the CITY'S PROJECT MANAGER and in compliance with the CITY's specifications. The CITY'S PROJECT MANAGER shall have the sole discretion to determine if the work is satisfactory and in compliance with specifications.

13.8.5 The remedies contained herein are not exclusive and the CITY reserves the right to pursue any and all other remedies it deems applicable.

### 13.9. ONE-YEAR CORRECTION PERIOD:

13.9.1. If within one year after the date of Acceptance of WORK or such longer period of time as may be prescribed by Laws or Regulations or by the terms of any applicable special guarantee required by the Contract Documents or by any specific provision of the Contract Documents, any WORK is found to be *defective*, CONTRACTOR shall promptly, without cost to the CITY and in accordance with the CITY'S written instructions, either correct such *defective* WORK, or, if it has been rejected by the CITY, remove it from the site and replace it with non-*defective* WORK.

13.9.2. If CONTRACTOR does not promptly comply with the terms of such instructions or in an emergency where delay would cause serious risk of loss or damage, the CITY may have the *defective* WORK corrected or the rejected WORK removed and replaced, and all direct, indirect and consequential costs of such removal and replacement (including but not limited to fees and charges of engineers, Engineers, attorneys and other professionals) shall be paid

by CONTRACTOR.

13.9.3. In special circumstances where a particular item of equipment is placed in continuous service before Final Acceptance of all the WORK, the correction period for that item may start to run from an earlier date if so provided in the Specifications or by Written Amendment.

13.9.4. Nothing herein shall be deemed a waiver of the statute of limitations as provided in Florida Law.

13.9.5. Where *defective* WORK (and damage to other WORK resulting therefrom) has been corrected, removed or replaced under paragraph 13.7., the correction period hereunder with respect to such WORK shall be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.

### 13.10. ACCEPTANCE OF DEFECTIVE WORK:

13.10.1. If, instead of requiring correction or removal and replacement of *defective* WORK, CITY (and, prior to CONSULTANT's recommendation of final payment, also CONSULTANT) prefers to accept it, CITY may do so. CONTRACTOR shall pay all claims, costs, losses and damages attributable to CITY'S evaluation of and determination to accept such *defective* WORK (such costs to be approved by CONSULTANT as to reasonableness and to include but not be limited to fees and charges of engineers, Engineers, attorneys and other professionals).

13.10.2. If any such acceptance occurs prior to CONSULTANT'S recommendation of final payment, a Change Order shall be issued incorporating the necessary revisions in the Contract Documents with respect to the WORK; and the CITY shall be entitled to an appropriate decrease in the Contract Price, and, if the parties are unable to agree as to the amount thereof, the CITY may make a claim therefor as provided in Article 11, Change of Contract Price. If the acceptance occurs after such recommendation, CONTRACTOR shall pay an appropriate amount to the CITY.

### 13.11. CITY MAY CORRECT DEFECTIVE WORK:

13.11.1. If CONTRACTOR fails within thirty days (30) after written notice of CONSULTANT to proceed to correct and to correct *defective* WORK or to remove and replace rejected WORK as required by CONSULTANT in accordance with paragraphs 13.7.1, 13.8 or 13.11 or if CONTRACTOR fails to perform the WORK in accordance with the Contract Documents, or if CONTRACTOR fails to comply with any other provision of the Contract Documents, the CITY may, after seven days written notice to CONTRACTOR, correct and remedy any such deficiency.

13.11.2. In exercising the rights and remedies under this paragraph the CITY shall proceed expeditiously. To the extent necessary to complete corrective and remedial action, the CITY may exclude CONTRACTOR from all or part of the site, take possession of all or part of the WORK, and suspend CONTRACTOR'S services related thereto, take possession of CONTRACTOR'S tools, appliances, construction equipment and machinery at the site and incorporate in the WORK all materials and equipment stored at the site or for which the CITY has paid CONTRACTOR but which are stored elsewhere. CONTRACTOR shall allow the CITY, the CITY'S representative, agents and employees such access to the site as may be necessary to enable the



CITY to exercise the rights and remedies under this paragraph.

13.11.3. All direct, indirect and consequential costs of the CITY in exercising such rights and remedies shall be charged against CONTRACTOR by CITY and a Change Order shall be issued incorporating the necessary revisions in the Contract Documents with respect to the WORK; and the CITY shall be entitled to an appropriate decrease in the Contract Price, and, if the parties are unable to agree as to the amount thereof, the CITY may make a claim therefor as provided in Article 11, Change of Contract Price. Such direct, indirect and consequential costs shall include but not be limited to fees and charges of engineers, Engineers, attorneys and other professionals, all court costs and all costs of repair and/or replacement of WORK of others destroyed or damaged by correction, removal or replacement of CONTRACTOR'S defective WORK. Contractor shall also be responsible for restoring any other sites affected by such repairs or remedial work at no cost to CITY. CONTRACTOR shall not be allowed an extension of the Contract Time because of any delay in performance of the WORK attributable to the exercise by the CITY of the CITY'S rights and remedies hereunder.

#### ARTICLE 14 -- PAYMENTS TO CONTRACTOR AND COMPLETION

##### 14.1. SCHEDULE OF VALUES

14.1.1. The schedule of values established as provided in paragraph 2.9., Finalizing Schedules, shall serve as the basis for progress payments and shall be incorporated into a form of Application for Payment acceptable to CONSULTANT.

##### 14.2. UNIT PRICE BID SCHEDULE

14.2.1. Progress payments on account of Unit Price WORK shall be based on the number of units completed.

14.2.2 The quantities for payment under this Contract shall be determined by actual measurement of the completed items, in place, ready for service and accepted by the CITY, in accordance with the applicable method of measurement therefore contained herein.

14.2.3 The Contractor shall receive and accept the compensation provided in the Bid and the Contract as full payment for furnishing all materials, labor, tools and equipment, for performing all operations necessary to complete the work under the Contract, and also in full payment for all loss or damages arising from the nature of the work, or from any discrepancy between the actual quantities of work and quantities herein estimated by the Consultant, or from the action of the elements or from any unforeseen difficulties which may be encountered during the prosecution of the work until the final acceptance by the CITY.

14.2.4 The prices stated in the Bid include all costs and expenses for taxes, labor, equipment, materials, commissions, transportation charges and expenses, patent fees and royalties, labor for handling materials during inspection, together with any and all other costs and expenses for performing and completing the work as shown on the Drawings and specified herein. The basis of payment for an item at the unit price shown in the bid shall be in

accordance with the description of that item.

##### 14.3. APPLICATION FOR PROGRESS PAYMENTS:

14.3.1 Unless otherwise prescribed by law, at the end of each month, the CONTRACTOR shall submit to the CONSULTANT for review, an Application for Progress Payment filled out and signed by the CONTRACTOR covering the WORK completed as of the date of the Application and accomplished by such supporting documentation as is required by the Contract Documents.

14.3.2. The Application for Progress Payment shall identify, as a subtotal, the amount of the CONTRACTOR'S Total Earnings to Date, plus the Value of Materials Stored which have not yet been incorporated in the WORK, less a deductive adjustment for materials stored which have been installed which were not previously incorporated in the WORK, but for which payment was allowed.

14.3.3. The Net Payment Due to the CONTRACTOR shall be the above- mentioned subtotal from which shall be deducted the amount of retainage specified in the Contract, and the total amount of all previous approved Applications for Progress Payment submitted by the CONTRACTOR. Retainage shall be calculated based upon the above-mentioned subtotal.

The above calculation in tabular form is as follows:

Total Earnings to Date . . . . .	\$
Value of Materials Stored . . . . .	\$
Less Value of Materials Stored for which payment was allowed and which have been installed . . . . .	(\$ )
Sub Total	\$
Less Retainage (based on sub total)	(\$ )
Less total of all previous approved Applications for Progress Payment	(\$ )
NET PAYMENT DUE	\$

14.3.4. The Value of Materials Stored shall be an amount equal to the specified percent of the value of same as set forth in the Contract or Schedule of Values. Said amount shall be based upon the value of all acceptable materials and equipment not incorporated in the WORK but delivered and suitably stored at the site or at another location agreed to in writing; provided, each such individual item has a value of more than \$5,000 and shall become a permanent part of the WORK and is planned for installation within the following thirty (30) days. The Application for Progress Payment shall also be accompanied by a Bill of Sale, paid invoice, or other documentation warranting that the CITY has received the materials and equipment free and clear of all liens, charges, security interests, and encumbrances (which are hereinafter in these General Conditions referred to as "Liens") and evidence that the materials and equipment are covered by appropriate property insurance and other arrangements to protect the CITY'S interest therein, all of which shall be satisfactory to the CITY.

14.3.5 List each Change Order executed prior to date of submission, at the end of the continuation sheets. List by Change Order Number, and description, as for an original component item of work.

14.3.6 As provided for in the "Application for Payment" form, the Contractor shall certify, for each current pay



request, that all previous progress payments received from the CITY, under this Contract, have been applied by the Contractor to discharge in full all obligations of the Contractor in connection with Work covered by prior Applications for Payment, and all materials and equipment incorporated into the Work are free and clear of all liens, claims, security interest and encumbrances. Contractor shall attach to each Application for Payment like affidavits by all subcontractors

#### 14.4. CONTRACTOR'S WARRANTY OF TITLE:

14.4.1. The CONTRACTOR warrants and guarantees that title to all Work and equipment covered by an Application for Payment, whether incorporated in the Project or not, shall have passed to the CITY prior to the making of the Application for Payment, free and clear of all liens, claims, security interests and encumbrances (hereafter in these General Conditions referred to as "Liens"); and that no work or equipment covered by an Application for Payment shall have been acquired by the CONTRACTOR or by any other person performing the Work at the site or furnishing equipment for the Project, subject to an agreement under which an interest therein or encumbrance thereon is retained by the seller or otherwise imposed by the CONTRACTOR or such other person.

#### 14.5. REVIEW OF APPLICATIONS FOR PROGRESS PAYMENT:

14.5.1. CONSULTANT shall, within ten days after receipt of each Application for Payment, either indicate in writing a recommendation of payment and present the Application to the CITY, or return the Application to CONTRACTOR indicating in writing CONSULTANT'S reasons for refusing to recommend payment. In the latter case, CONTRACTOR may make necessary corrections and resubmit the Application. Thirty days after receipt of the Application for Payment by the CITY with CONSULTANT'S recommendation, the amount recommended shall (subject to the provisions of the last sentence of paragraph 14.5.4) become due and when due shall be paid by the CITY to CONTRACTOR.

14.5.2. CONSULTANT'S recommendation of any payment requested in the application for payment shall not prohibit the CITY from withholding payment or prohibit the CITY from paying additionally sums regarding other matters or issues between the parties.

14.5.3. CONSULTANT'S recommendation of final payment shall constitute an additional representation by CONSULTANT to the CITY that the conditions precedent to CONTRACTOR'S being entitled to final payment as set forth in paragraph 14.10, Final Payment and Acceptance, have been fulfilled.

14.5.4. CONSULTANT may refuse to recommend the whole or any part of any payment if, in CONSULTANT'S opinion, it would be incorrect to make such representations to the CITY. The CONSULTANT may also refuse to recommend any such payment, or, because of subsequently discovered evidence or the results of subsequent inspections or tests, nullify any such payment previously recommended, to such extent as may be necessary in CONSULTANT'S opinion to protect the CITY from loss, including but not limited to:

14.5.4.1. The WORK is *defective*, or completed

WORK has been damaged requiring correction or replacement.

14.5.4.2. The Contract Price has been reduced by a Written Amendment or Change Order.

14.5.4.3. The CITY has been required to correct *defective* WORK or complete WORK in accordance with paragraph 13.9, or

14.5.4.4. Of CONSULTANT'S actual knowledge of the occurrence of any of the events enumerated in paragraphs 15.2.1.1 through 15.2.1.9 inclusive (City May Terminate).

14.5.5. The CITY may refuse to make payment of the full amount recommended by the CONSULTANT because claims have been made against the CITY on account of CONTRACTOR'S performance or furnishing of the WORK, or there are other items entitling the CITY to credit against the amount recommended, but the CITY must give CONTRACTOR written notice (with a copy to CONSULTANT) stating the reasons for such action. Such reasons may include the following:

14.5.5.1 The Work for which payment is requested cannot be verified,

14.5.5.2 Claims or Liens have been filed or there is reasonable evidence indicating the probable filing thereof,

14.5.5.3 Of unsatisfactory prosecution of the Work, including failure to clean up as required

14.5.5.5 Of persistent failure to cooperate with other Contractors on the Project and persistent failure to carry out the Work in accordance with the Contract Documents,

14.5.5.6 Of liquidated damages payable by the CONTRACTOR, or

14.5.5.7 Of any other violation of, or failure to comply with, the provisions of the Contract Documents

#### 14.6. SUBSTANTIAL COMPLETION:

14.6.1. When the CONTRACTOR considers the entire WORK ready for its intended use, the CONTRACTOR shall notify the CITY and the CONSULTANT in writing that the WORK is substantially complete and request that the CONSULTANT prepare a Certificate of Substantial Completion

14.6.2 For construction projects having an estimated cost of less than \$10 million, the CITY, the CONSULTANT and the CONTRACTOR shall make an inspection of the WORK within thirty (30) calendar days after the notice from the CONTRACTOR that the work is substantially complete to determine the status of completion.

14.6.3 For construction projects having an estimated cost of more than \$10 million, the CITY, the CONSULTANT and the CONTRACTOR shall make an inspection of the WORK within thirty (30) calendar days unless otherwise extended by contract not to exceed sixty (60) calendar days after notice from the CONTRACTOR that the work is substantially complete to determine the status of completion. If the CONSULTANT does not consider the WORK substantially complete, the CONSULTANT shall notify the





CONTRACTOR in writing giving the reasons therefore. If the CONSULTANT considers the WORK to be substantially complete, the CONSULTANT shall prepare and deliver to the CITY for its execution and recordation the Certificate of Substantial Completion signed by the CONSULTANT and CONTRACTOR, which shall fix the Date of Substantial Completion.

14.6.4. The CITY shall have the right to exclude CONTRACTOR from the WORK after the date of Substantial Completion, but the CITY shall allow CONTRACTOR reasonable access to complete or correct items on the "punch list".

#### 14.7. PARTIAL UTILIZATION:

14.7.1 The CITY 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 agent or employees of the CITY

14.7.2. Prior to Substantial Completion, the CITY, with the approval of the CONSULTANT and with the concurrence of the CONTRACTOR, may use any completed or substantially completed portion of the Work. Such use shall not constitute an acceptance of such portions of the Work.

14.7.3 Use by the CITY of any finished part of the WORK, which has specifically been identified in the Contract Documents, or which the CITY, CONSULTANT and CONTRACTOR agree constitutes a separately functioning and useable part of the WORK that can be used by the CITY without significant interference with CONTRACTOR'S performance of the remainder of the WORK, may be accomplished prior to Substantial Completion of all WORK subject to the following:

14.7.4 The CITY at any time may request CONTRACTOR in writing to permit the CITY to use any such part of the WORK which the CITY believes to be ready for its intended use and substantially complete. If CONTRACTOR agrees, CONTRACTOR shall certify to the CITY and CONSULTANT that said part of the WORK is substantially complete and request CONSULTANT to issue a certificate of Substantial Completion for that part of the WORK. CONTRACTOR at any time may notify the CITY and CONSULTANT in writing that CONTRACTOR considers any such part of the WORK ready for its intended use and substantially complete and request CONSULTANT to issue a certificate of Substantial Completion for that part of the WORK. Within a reasonable time after either such request, the CITY, CONTRACTOR and CONSULTANT shall make an inspection of that part of WORK to determine its status of completion. If CONSULTANT does not consider that part of the WORK to be substantially complete, CONSULTANT shall notify the CITY and CONTRACTOR in writing giving the reasons therefore. If CONSULTANT considers that part of the WORK to be substantially complete, the provisions of paragraphs 14.6.1 and 14.6.2 shall apply with respect to certification of Substantial Completion of that part of the WORK and the division of responsibility in respect thereof and access thereto.

14.7.5 The CITY may at any time request CONTRACTOR in writing to permit the CITY to take over operation of any such part of the WORK although it is not

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

#### 14.8. FINAL INSPECTION:

14.8.1. Upon written notice from CONTRACTOR that the entire WORK or an agreed portion thereof is complete, CONSULTANT shall make a final inspection with the CITY and CONTRACTOR and shall notify CONTRACTOR in writing of all particulars in which this inspection reveals that the WORK is incomplete, defective, or not in accordance with the Contract Documents. CONTRACTOR shall immediately take such measures as are necessary to remedy such deficiencies.

#### 14.9. FINAL APPLICATION FOR PAYMENT:

14.9.1. After CONTRACTOR has completed in writing all such corrections to the satisfaction of CONSULTANT and delivered all maintenance and operating instructions, schedules, guarantees, Bonds, certificates of inspection, marked-up record documents (as provided in paragraph 14.6, Substantial Completion) and other documents--all as required by the Contract Documents, and after CONSULTANT has indicated in writing that the WORK is acceptable and has been completed in conformance with the drawings and specifications and any approved changes thereto, CONTRACTOR may make application for final payment following the procedure for progress payments. The final Application for Payment shall be accompanied by: (i) all documentation called for in the Contract Documents, including but not limited to the evidence of insurance required, (ii) consent of the surety, if any, to final payment, and (iii) complete and legally effective releases or waivers (satisfactory to CITY) of all Liens arising out of or filed in connection with the WORK.

#### 14.10. FINAL PAYMENT AND ACCEPTANCE:

14.10.1. Upon receipt of written notice from the Contractor that the WORK has been completed in conformity with the Drawings and Specifications and any approved changes thereto, and receipt of the Final Application for Payment, Final Receipt and Release of Lien and accompanying documentation, the CITY'S CONSULTANT shall promptly examine the WORK and, making such tests as he may deem proper and using all of the care and





judgment normally exercised in the examination of completed WORK by a properly qualified and experienced Professional CONSULTANT, shall satisfy himself that the CONTRACTOR'S statement appears to be correct and the CONTRACTOR'S other obligations under the Contract Documents have been fulfilled. He shall then inform the CITY in writing that he has examined the WORK and that it appears, to the best of his knowledge and belief, to conform to the Contract Drawings, Specifications and any approved Change Orders, that the CONTRACTOR'S other obligations under the Contract Documents have been fulfilled, and that he therefore recommends acceptance of the WORK for Cityship and Final Payment to the CONTRACTOR. However, it is agreed by the CITY and the CONTRACTOR that such statement by the CITY'S CONSULTANT does not in any way relieve the CONTRACTOR from his responsibility to deliver a fully completed job in a good and workmanlike condition, and does not render the CONSULTANT or the CITY liable for any faulty WORK done or defective materials or equipment used by the CONTRACTOR.

14.10.2. The CONSULTANT shall then make a final estimate of the value of all WORK done and shall deduct all previous payments which have been made. The CONSULTANT shall report such estimate to the CITY together with his recommendation as to the acceptance of the WORK or his findings as to any deficiencies therein. After receipt and acceptance by the CITY of the properly executed Final Warranty of Title and after approval of the CONSULTANT'S estimate and recommendation to the CITY, the CITY shall make final payment to the CONTRACTOR of the Amount remaining after deducting all prior payments and all amounts to be kept or retained under the provisions of the Contract Documents, or as may be lawfully retained, including, but not limited to, Liquidated Damages, as applicable. Title passes and warranty begins at final acceptance.

14.10.3. All prior estimates are subject to correction in the final estimate. Thirty days after approval by the CITY of the application for final payment, the amount recommended by CONSULTANT shall become due and shall be paid to Contractor.

#### 14.11. WAIVER OF CLAIMS:

14.11.1. The making and acceptance of final payment shall constitute:

14.11.1.1. a waiver of all claims by CITY against CONTRACTOR, except claims arising from unsettled Liens, from *defective* WORK appearing after final inspection pursuant to paragraph 14.8, Final Inspection, from failure to comply with the Contract Documents or the terms of any special guarantees specified therein, or from CONTRACTOR'S continuing obligations under the Contract Documents or the Public Construction Bond and Payment Bonds; and

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

#### 14.12 PUNCHLIST PROCEDURES:

**For Contracts of \$10,000,000.00 or more:** Pursuant to §218.735(7)(a)(2) Florida Statutes, punchlist procedures to render the Work complete, satisfactory and acceptable are established as follows:

14.12.1 Within twenty (20) days of Substantial Completion of the construction services purchased as defined in the Contract, Contractor shall schedule a walkthrough with CITY AND CONSULTANT ("Initial Walkthrough" a/k/a "IW"). The purpose of the IW is to develop a preliminary checklist ("Checklist") of items to be performed by the Contractor, based upon observations made jointly between the Contractor, CONSULTANT and CITY during the IW. The IW is to occur within twenty (20) days of Substantial Completion of the Work as defined by the Contract, again predicated upon the Contractor's timely initiation of a request for the IW. At its option, CITY may conduct the IW with its CONSULTANT.

14.12.2 Contractor shall endeavor to address and complete as many items as possible noted on the Checklist either during the IW itself, or thereafter for a period of forty-five (45) days from the date of the IW.

14.12.3 No later than forty-five (45) days following the scheduled IW, Contractor shall again initiate and request a second walkthrough of the Project with CITY. The purpose of this second walkthrough is to identify which items remain to be performed from the IW Checklist and to supplement that list as necessary (based, for example, upon work which may have been damaged as a result of the Contractor's performance of completion of items contained on the IW Checklist) and for the purpose of developing a joint Final Punchlist.

14.12.4 The intent of this section is for CITY and the Contractor to cooperate to develop a Final Punchlist to be completed no later than forty-five (45) days from the date of reaching Substantial Completion of the construction services purchase as defined in the Contract.

14.12.5 In no event may the Contractor request payment of final retainage under §218.735(7)(d) Florida Statutes until the Contractor considers the Final Punch list to be 100% complete.

14.12.6 Contractor agrees to complete the Final Punchlist items within sixty (60) days of the date of its issuance by CITY.

14.12.7 Contractor acknowledges and agrees that no item contained on the Final Punchlist shall be considered a warranty item until such time as (a) the Final Punchlist is 100% complete, and (b) CITY has been able to operate or utilize the affected punchlist item for an additional period of fifteen (15) days.

14.12.8 Contractor acknowledges and agrees that CITY may, at its option, during performance of the Work and prior to Substantial Completion, issue lists of identified non-conforming or corrective work for the Contractor to address. The intent of any such CITY generated lists prior to Substantial Completion is to attempt to streamline the punchlist process upon achieving Substantial Completion, and to allow for the Contractor to address needed areas of corrective work as they may be observed by CITY during performance of the Work.

14.12.9 Contractor acknowledges and agrees that in calculating 150% of the amount which may be withheld by CITY as to any Final Punchlist item for which a good faith basis exists as to it being complete, as provided for by §218.735(7)(e) Florida Statutes, CITY may include within such percentage calculation its total costs for completing



such item of work, including its administrative costs as well as costs to address other services needed or areas of work which may be affected in order to achieve full completion of the Final Punchlist item. Such percentage shall in no event relate to the schedule of value associated with such Work activity, but rather total costs are based upon the value (i.e. cost) of completing such Work activity based upon market conditions at the time of Final Punchlist completion.

**For Contracts less than \$10,000,000.00:** Pursuant to §218.735(7)(a)(1) Florida Statutes, punchlist procedures to render the Work complete, satisfactory and acceptable are established as follows:

14.12.10 Within five (5) days of Substantial Completion of the construction services purchased as defined in the Contract, Contractor shall schedule a walkthrough with CITY ("Initial Walkthrough" a/k/a "IW"). The purpose of the IW is to develop a preliminary checklist ("Checklist") of items to be performed by the Contractor, based upon observations made jointly between the Contractor and CITY during the IW. The IW is to occur within ten (10) days of Substantial Completion of the Work as defined by the Contract, again predicated upon the Contractor's timely initiation of a request for the IW. At its option, CITY may conduct the IW with its Field Inspector.

14.12.11 Contractor shall endeavor to address and complete as many items as possible noted on the Checklist either during the IW itself, or thereafter for a period of fifteen (15) days from the date of the IW.

14.12.12 No later than fifteen (15) days following the scheduled IW, Contractor shall again initiate and request a second walkthrough of the Project with CITY. The purpose of this second walkthrough is to identify which items remain to be performed from the IW Checklist and to supplement that list as necessary (based, for example, upon work which may have been damaged as a result of the Contractor's performance of completion of items contained on the IW Checklist) and for the purpose of developing a joint Final Punchlist.

14.12.13 The intent of this section is for CITY and the Contractor to cooperate to develop a Final Punchlist to be completed no later than thirty (30) days from the date of reaching Substantial Completion of the construction services purchase as defined in the Contract.

14.12.14 In no event may the Contractor request payment of final retainage under §218.735(7)(d) Florida Statutes until the Contractor considers the Final Punch list to be 100% complete.

14.12.15 Contractor agrees to complete the Final Punchlist items within forty-five (45) days of the date of its issuance by CITY.

14.12.16 Contractor acknowledges and agrees that no item contained on the Final Punchlist shall be considered a warranty item until such time as (a) the Final Punchlist is 100% complete, and (b) CITY has been able to operate or utilize the affected punchlist item for an additional period of fifteen (15) days.

14.12.17 Contractor acknowledges and agrees that CITY may, at its option, during performance of the Work and prior to Substantial Completion, issue lists of identified non-conforming or corrective work for the Contractor to address.

The intent of any such CITY generated lists prior to Substantial Completion is to attempt to streamline the punchlist process upon achieving Substantial Completion, and to allow for the Contractor to address needed areas of corrective work as they may be observed by CITY during performance of the Work.

14.12.18 Contractor acknowledges and agrees that in calculating 150% of the amount which may be withheld by CITY as to any Final Punchlist item for which a good faith basis exists as to it being complete, as provided for by §218.735(7)(d) Florida Statutes, CITY may include within such percentage calculation its total costs for completing such item of work, including its administrative costs as well as costs to address other services needed or areas of work which may be affected in order to achieve full completion of the Final Punchlist item. Such percentage shall in no event relate to the schedule of value associated with such Work activity, but rather total costs are based upon the value (i.e. cost) of completing such Work activity based upon market conditions at the time of Final Punchlist completion.

#### 14.13 MOBILIZATION

14.13.1 Consists of the preparatory Work and operations in mobilizing for beginning Work on the Project, including, but not limited to, those operations necessary for the movement of personnel, equipment, supplies and incidentals to the Project site, and for the establishment of temporary offices, buildings, safety equipment and first aid supplies, sanitary and other facilities, as required by these Specifications, and State and local laws and regulations.

14.13.2 The costs of bonds, insurance and any other pre-construction expenses necessary for the start of the Work, excluding the cost of construction materials, is to be included in Mobilization.

14.13.3 When the Bid Form includes a separate pay item for Mobilization, partial payments will be made in accordance with the following:

Percent of Contract Price Less Mobilization Earned	Allowable % of the Lump Sum Price of Mobilization
5	25
10	50
50	75
90	100

14.13.4 The standard retainage will be applied to these payments. Previous payments for Mobilization and unpaid amounts on Allowances will not be considered in calculating the percent of the Contract Price earned. Payments will be made in stepped increments as shown and will not be interpolated between steps.

14.13.5 When the Bid Form does not include a separate item for Mobilization, all Work and incidental costs specified as being covered under Mobilization is to be included for payment under the several scheduled items on the Bid Form, and no separate payment will be made therefor.

#### 14.14 RETAINAGE PROCEDURES:

14.14.1 With regard to any contract for construction services, a local governmental entity may withhold from each progress payment made to the contractor an amount not exceeding five (5) percent of the payment as retainage.



14.14.2 This section does not prohibit a local governmental entity from withholding retainage at a rate less than five (5) percent of each progress payment, from incrementally reducing the rate of retainage pursuant to a schedule provided for in the contract, or from releasing at any point all or a portion of any retainage withheld by the local governmental entity which is attributable to the labor, services, or materials supplied by the contractor or by one or more subcontractors or suppliers. If a local governmental entity makes any payment of retainage to the contractor which is attributable to the labor, services, or materials supplied by one or more subcontractors or suppliers, the contractor shall timely remit payment of such retainage to those subcontractors and suppliers.

14.14.3 This section does not require the local governmental entity to pay or release any amounts that are the subject of a good faith dispute, the subject of a claim brought pursuant to s. [255.05](#), or otherwise the subject of a claim or demand by the local governmental entity or contractor.

14.14.4 The time limitations set forth in this section for payment of payment requests apply to any payment request for retainage made pursuant to this section.

**14.14.5 Paragraphs 14.14.3 does not apply to construction services purchased by a local governmental entity which are paid for, in whole or in part, with federal funds and are subject to federal grantor laws and regulations or requirements that are contrary to any provision of the Local Government Prompt Payment Act.**

**14.14.6 This subsection does not apply to any construction services purchased by a local governmental entity if the total cost of the construction services purchased as identified in the contract is \$200,000 or less.**

14.14.12 All payments due under this section and not made within the time periods specified by this section shall bear interest at the rate of 1 percent per month, or the rate specified by contract, whichever is greater.

## ARTICLE 15 -- SUSPENSION OF WORK AND TERMINATION

### 15.1. CITY MAY SUSPEND/STOP WORK:

15.1.1. The CITY may, at any time and without cause, suspend the WORK or any portion thereof for a period of not more than ninety days by notice in writing to CONTRACTOR and CONSULTANT which shall fix the date on which WORK shall be resumed. CONTRACTOR shall resume the WORK on the date so fixed. CONTRACTOR shall be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to any suspension if CONTRACTOR makes an approved claim therefore as provided in Articles 11 (Change of Contract Price) and 12, (Change of Contract Time).

15.1.2 THE CITY MAY STOP WORK: The CITY REPRESENTATIVE may stop the Work or any portion thereof when it has been determined that the Contractor is not complying with the Drawings or Specifications or the intent thereof. The Stop Work order may be verbal and the

CONTRACTOR shall cease work immediately except for leaving the Work area in a safe and acceptable condition. A verbal Stop Work order shall be confirmed in writing. The CONTRACTOR shall not be allowed an increase in the contract price or an extension of the Contract time during the Stop Work period. A Start Work order may be verbal and shall be confirmed in writing.

### 15.2. CITY MAY TERMINATE FOR CAUSE:

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

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

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

15.2.1.3. If CONTRACTOR makes a general assignment for the benefit of creditors;

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

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

15.2.1.6. If CONTRACTOR fails to perform the WORK in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the progress schedule established under paragraph 2.6 as revised from time to time);

15.2.1.7. If CONTRACTOR disregards Laws or Regulations of any public body having jurisdiction;

15.2.1.8. If CONTRACTOR disregards the authority of CONSULTANT; or

15.2.1.9. If CONTRACTOR otherwise violates any provisions of the Contract Documents;

15.2.1.10 In the event of termination, the CITY may take possession of the premises and all materials, tools, and appliances, thereon and finish the Work by whatever method it may deem expedient. In such cases, the Contractor shall only be entitled to receive payment for Work satisfactorily completed prior to the termination date, subject to any setoffs due the CITY in completing the Project and for reimbursement of damages incurred. The CITY may take possession of and use any materials, plant, tools, equipment, and property of any kind furnished by Contractor to complete the Work. In such case CONTRACTOR shall



not be entitled to receive any further payment until the WORK is finished. If the expense incurred by the CITY to finish the Work (including additional managerial and administrative services, plus the CITY'S direct, indirect and consequential losses), exceeds the unpaid balance on this Contract, the Contractor or the Surety shall pay the difference to the CITY promptly on demand. The expense incurred by the CITY as herein provided, and the damage incurred through the Contractor's default, shall be certified by the Project Manager. The Contractor shall be responsible for both liquidated damages attributable to delay and for excess completion costs. The liability of the Contractor and its surety or sureties for such damages and costs is joint and several. The obligations of the Contractor and his surety with respect to the warranty and maintenance shall remain in full force and effect for the portion of the Work completed by the Contractor and shall not expire until the expiration of the prescribed time period measured from the final acceptance of the project in its entirety. These clauses shall survive the termination of this Contract. If the CITY makes a determination pursuant to this Contract to hold the Contractor in default and terminate the Contract for cause and it is subsequently determined that any such determination was improper, unwarranted, or wrongful, then any such termination shall be deemed for all purposes as a termination without cause as described below. The Contractor agrees that it shall be entitled to no damages, allowances or expenses of any kind other than as provided in this Agreement in connection with such termination, and does expressly waive, in the event of termination, any and all claims for consequential damages, loss of bonding capability, destruction of business, unabsorbed home office overhead, lost profit and the like.

15.2.2. Where CONTRACTOR'S services have been so terminated by the CITY, the termination shall not affect any rights or remedies of the CITY against CONTRACTOR then existing or which may thereafter accrue. Any retention or payment of moneys due CONTRACTOR by the CITY shall not release CONTRACTOR from liability.

#### 15.3. CITY MAY TERMINATE WITHOUT CAUSE:

15.3.1 The CITY may terminate this Contract without cause by giving seven (7) days prior written notice to the Contractor, and in such event, the CITY shall pay the CONTRACTOR for that portion of the Contract Sum, less the aggregate of previous payments, allocable to the WORK completed as of the Date of Termination, plus reasonable termination expenses. The CITY also shall reimburse the CONTRACTOR for all costs necessarily incurred for organizing and carrying out the stoppage of the WORK and paid directly by the CONTRACTOR, not including overhead, general expenses or profit. The CITY shall not be responsible to reimburse the CONTRACTOR for any continuing contractual commitments to subcontractors or material men or for penalties or damages for canceling such contractual commitments, (with the exception that the CITY shall reimburse the CONTRACTOR for major materials or equipment purchased before termination if the CONTRACTOR can show proof of said purchases prior to notice of termination) inasmuch as the CONTRACTOR shall make all subcontracts and other commitments subject to this provision. In the event of termination by the CITY, the CITY may require the CONTRACTOR promptly to assign to it all or some subcontracts, construction, plant, materials, tools, equipment, appliances, rental agreements, and other commitments which the CITY, in its sole discretion, chooses to take by assignment, and in such event the

CONTRACTOR shall promptly execute and deliver to the CITY written assignments of the same.

#### 15.4 REMOVAL OF EQUIPMENT DUE TO TERMINATION:

15.4.1 Removal of Equipment: In the case of termination of this Contract before completion, for any cause whatever, the CONTRACTOR, if notified to do so by the CITY'S PROJECT MANAGER, shall promptly remove any part or all of this equipment and supplies from the property of the CITY. Should the CONTRACTOR not remove such equipment and supplies, the CITY shall have the right to remove them at the expense of the CONTRACTOR. Equipment and supplies shall not be construed to include such items for which the CONTRACTOR has been paid in whole or in part.

#### 15.5. CONTRACTOR MAY STOP WORK OR TERMINATE:

15.5.1 If, through no act or fault of CONTRACTOR, the WORK is suspended for a period of more than ninety (90) days by the CITY or under an order of court or other public authority, or CONSULTANT fails to act on any Application for Payment within thirty (30) days after it is submitted, or the CITY fails for sixty (60) days to pay CONTRACTOR any sum finally determined to be due, then CONTRACTOR may, upon seven (7) days written notice to the CITY and CONSULTANT, terminate the Contract and the CITY shall pay the CONTRACTOR for that portion of the Contract Sum, less the aggregate of previous payments, allocable to the WORK completed as of the Date of Termination plus reasonable termination expenses. The CITY shall not be responsible to reimburse the CONTRACTOR for any continuing contractual commitments for canceling such contractual commitments inasmuch as the CONTRACTOR shall make all subcontracts and other commitments subject to this provision. The CITY may require the CONTRACTOR promptly to assign to it all or some subcontracts, construction, plant, materials, tools, equipment, appliances, rental agreements, and any other commitments which the CITY, in its sole discretion, chooses to take by assignment, and in such event the CONTRACTOR shall promptly execute and deliver to the CITY written assignments of the same. In addition and in lieu of terminating the Contract, if CONSULTANT has failed to act on an Application for Payment or the CITY has failed to make any payment as aforesaid, CONTRACTOR may upon seven days written notice to the CITY and CONSULTANT stop the WORK until payment of all amounts then due. The provisions of this paragraph shall not relieve CONTRACTOR of the obligations under paragraph 6.24, Continuing the Work, to carry on the WORK in accordance with the progress schedule and without delay during disputes and disagreements with the CITY.

### ARTICLE 16 – DISPUTE RESOLUTION

#### 16.1 GOOD FAITH EFFORT:

16.1.1 Any disputes relating to interpretation of the terms of this Contract or a question of fact or arising under this Contract shall be resolved through good faith efforts upon the part of the CONTRACTOR and the CITY or its Project Manager. At all times, the CONTRACTOR shall carry on the work and maintain its progress schedule in accordance with the requirements of the Contract and the determination of the CITY or its representatives, pending a final resolution of the dispute, including, if necessary, any determination by a





Court of competent jurisdiction. Any dispute which is not resolved by mutual agreement of CONTRACTOR and CITY Project Manager shall be decided by the CITY Superintendent or designee who shall reduce the decision to writing. The decision of the CITY shall be final and conclusive unless determined by a court of competent jurisdiction to be fraudulent, capricious, arbitrary, so grossly erroneous as to necessarily imply bad faith, or not be supported by substantial evidence.

#### 16.2 MEDIATION:

16.2.1 Prior to initiating any litigation concerning this Contract, the CITY reserves the right to submit the disputed issue or issues to a mediator for non-binding mediation. The parties shall agree on a mediator chosen from a list of certified mediators available from the Clerk of Court for Palm Beach County. The fee of the mediator shall be shared equally by the parties. To the extent allowed by law, the mediation process shall be confidential and the results of the mediation or any testimony or argument introduced at the mediation shall not be admissible as evidence in any subsequent proceeding concerning the disputed issue.

#### ARTICLE 17 -- MISCELLANEOUS

##### 17.1. GIVING NOTICE:

17.1.1. All notices, requests, consents, and other communications required or permitted under this Contract shall be in writing and shall be (as elected by the person giving such notice) hand delivered by messenger or courier service, telecommunicated, electronically communicated, or mailed by registered or certified mail (postage prepaid) return receipt requested, addressed to

<u>As To CITY:</u>	<u>With A Copy To:</u>	<u>CONTRACTOR:</u>
Director of Finance	Purchasing Manager	Individual or to a
City of Belle Glade	City of Belle Glade	member of the
110 Dr. Martin	110 Dr. Martin Luther	firm or to an
Luther King Blvd	King Blvd W,	officer of the
W,	Belle Glade, FL.,	corporation for
Belle Glade, FL.,	33430-3900	whom it is
33430-3900		intended

##### 17.2. COMPUTATION OF TIME:

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

##### 17.3. NOTICE OF CLAIM:

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

##### 17.4. CUMULATIVE REMEDIES:

17.4.1 The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto, and, in particular but without limitation, the warranties, guarantees and obligations imposed upon CONTRACTOR by Sections 6, Contractor's Responsibilities, Section 13, Test and Inspections, Correction, Removal or Acceptance of Defective Work, Section 14, Payments to Contractor and Completion, and Section 15, Suspension of work and Termination and all of the rights and remedies available to the CITY and CONSULTANT thereunder, are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee or by other provisions of the Contract Documents, and the provisions of this paragraph shall be as effective as if repeated specifically in the Contract Documents in connection with each particular duty obligation, right and remedy to which they apply. All representations warranties and guarantees made in the Contract Documents shall survive final payment and termination or completion of the Contract.

##### 17.5. ACCIDENT AND PREVENTION:

17.5.1. The safety provisions of applicable laws and building and construction codes shall be observed and the Contractor shall take or cause to be taken such additional safety and health measures as the Local Public Agency involved may determine to be reasonably necessary. Machinery, equipment and all hazards shall be guarded in accordance with the safety provisions of the "Manual of Accident Prevention in Construction" as published by the Associated General Contractors of America, Inc. to the extent that such provisions are not in conflict with applicable laws. The Contractor shall maintain an accurate record of all cases of death, occupational disease, or injury requiring medical attention or causing loss of time from WORK, arising out of and in the course of employment on WORK under the Contract. The Contractor shall promptly furnish the Local Public Agency with reports concerning these matters.

##### 17.6. FLORIDA PRODUCTS AND LABOR:

17.6.1. The CONTRACTOR'S attention is called to Section 255.04, Florida Statutes, which requires that on public building contracts, Florida products and labor shall be used wherever price and quality are equal.

##### **17.6.2. 255.099 Preference To State Residents.—**

(1) Each contract for construction that **is funded by state funds** must contain a provision requiring the contractor to give preference to the employment of state residents in the performance of the work on the project if state residents have substantially equal qualifications to those of nonresidents. A contract for construction funded by local funds may contain such a provision.

(a) As used in this section, the term "substantially equal qualifications" means the qualifications of two or more persons among whom the employer cannot make a reasonable determination that the qualifications held by one person are better suited for the position than the qualifications held by the other person or persons.

(b) A contractor required to employ state residents must contact the Department of Economic Opportunity to post the





contractor's employment needs in the state's job bank system.

(2) No contract shall be let to any person refusing to execute an agreement containing the provisions required by this section. However, in work involving the expenditure of federal aid funds, this section may not be enforced in such a manner as to conflict with or be contrary to federal law prescribing a labor preference to honorably discharged soldiers, sailors, or marines, or prohibiting as unlawful any other preference or discrimination among the citizens of the United States.

**17.6.3. 255.0991 Contracts For Construction Services; Prohibited Local Government Preferences.—**

(1) For purposes of this section, the term:

(a) "Competitive solicitation" has the same meaning as in s. 255.248.

(b) "State-appropriated funds" means all funds appropriated in the General Appropriations Act, excluding federal funds.

(2) For a competitive solicitation for construction services in which 50 percent or more of the cost will be paid from state-appropriated funds which have been appropriated at the time of the competitive solicitation, a state college, county, municipality, school City, or other political subdivision of the state **may not use a local ordinance** or regulation that provides a preference based upon:

(a) The contractor's maintaining an office or place of business within a particular local jurisdiction;

(b) The contractor's hiring employees or subcontractors from within a particular local jurisdiction; or

(c) The contractor's prior payment of local taxes, assessments, or duties within a particular local jurisdiction.

(3) For any competitive solicitation that meets the criteria in subsection (2), a state college, county, municipality, school City, or other political subdivision of the state shall disclose in the solicitation document that any applicable local ordinance or regulation does not include any preference that is prohibited by subsection (2).

(4) Except as provided in subsection (2), this section does not prevent a state college, county, municipality, school, or other political subdivision of the state from awarding a contract to a contractor in accordance with applicable state laws or local ordinances or regulations.

**17.6.4. 255.20 Specification of State-Produced Lumber.**

(3)(a) All county officials, Commissions of county commissioners, City Commissions, City councils, City commissioners, and all other public officers of state Commissions or commissions that are charged with the letting of contracts for public work, for the construction of public bridges, buildings, and other structures must specify in the contract lumber, timber, and other forest products produced and manufactured in this state, if wood is a component of the public work, and if such products are available and their price, fitness, and quality are equal.

(b) This subsection does not apply:

1. To plywood specified for monolithic concrete forms.

2. If the structural or service requirements for timber for a particular job cannot be supplied by native species.

3. If the construction is financed in whole or in part from federal funds with the requirement that there be no restrictions as to species or place of manufacture.

4. To transportation projects for which federal aid funds are available.

**17.7. EMPLOYEES:**

17.7.1. All labor described in these specifications or indicated on the Drawings and the WORK specified or indicated shall be executed in a thoroughly substantial and workmanlike manner by mechanics skilled in the applicable trades.

17.7.2. Any person employed on the WORK who fails, refuses or neglects to obey the instructions of the CONTRACTOR in anything relating to this WORK or who appears to the CITY to be disorderly, intoxicated, insubordinate, or incompetent, shall upon the order of the CITY, be at once discharged and not again employed in any part of the WORK. Any interference with, or abuse or threatening conduct toward the CITY, CONSULTANT or their inspectors by the CONTRACTOR or his employees or agents, shall be authority for the CITY to annul the Contract and re-let the WORK. No intoxicating substance shall be allowed on the WORK site.

**17.8. NON-DISCRIMINATION:**

17.8.1. The CONTRACTOR shall not discriminate against employees or applicants for employment because of race, creed, color, religion, sex, age, handicapped status, disabilities, or national origin. The CONTRACTOR shall endeavor to ensure that applicants are employed and that employees are treated during employment, without regard to their race, creed, color, religion, sex, age, handicapped status, or national origin. Such action shall include but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. These provisions apply to all subcontractors and it is the responsibility of the subcontractor compliance.

**17.9. DRUG-FREE WORKPLACE:**

17.9.1 The CITY requires all prospective contractors to maintain a drug free work place and have their Drug Free Workplace policy posted in their offices and available for inspection by the CITY.

**17.10. PUBLIC ENTITY CRIMES:**

17.10.1 Pursuant to F.S. 287.133, as amended: 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, and may not transact business with any public entity in excess of the threshold amount provided in F.S. 287.017 for CATEGORY TWO or higher for a period of 36 months from the date of being placed on the convicted vendor list.

The CITY shall not intentionally award publicly-funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in U.S.C. Section 1324a(e) [Section 274A9e) of the Immigration and Nationality Act (AINA@)]. The CITY shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the INA. Such a violation by the Recipient of the employment provisions contained in Section 274A(e) of the INA shall be grounds for unilateral cancellation of this Agreement by the CITY.

#### 17.11. ASSIGNMENT:

17.11.1 This Contract, nor any monies due hereunder, or any part thereof, shall not be assigned, or transferred, by CONTRACTOR, nor shall the CITY be liable to any assignee or transferee, without the written consent of the CITY, to the assignment, or transfer. The CITY shall not release or discharge CONTRACTOR from any obligation hereunder. The CITY shall not approve an assignment or transfer unless the Surety on the Contract Performance and Payment Bonds has informed the CITY in writing that it consents to the assignment or transfer.

#### 17.12. VENUE:

17.12.1 Governing Law; Consent to Jurisdiction: The Contract Documents shall be governed by and construed and interpreted in accordance with the laws of the State of Florida. Each of the parties hereto (a) irrevocably submit itself to the exclusive jurisdiction of the Fifteenth Judicial Circuit Court in and for Palm Beach County, Florida for state actions, and jurisdiction of the United States District Court for the Southern District of Florida, Palm Beach Division, for federal actions, the purposes of any suit, action or other proceeding arising out of, or relating to, the Contract Documents; and, (b) waives and agrees not to assert against any party hereto, by way of motion, as a defense of otherwise, in any suit, action or other proceeding, any claim that it is not personally subject to the jurisdiction of the above-named courts for any reason whatsoever.

#### 17.13 FUNDING OUT:

17.13.1 The following funding out provisions are an integral part of this Invitation to Bid and must be agreed to by all CONTRACTORS:

17.13.2 The City Commission or its designee may, during the contract period, terminate or discontinue the items covered in this bid for lack of appropriated funds upon the same terms and conditions.

17.13.3 Such prior written notice shall state that the lack of appropriated funds is the reason for termination, and

17.13.4 The City Commission agrees not to replace the equipment or services being terminated with equipment and services with functions similar to those performed by the equipment covered in this bid from another awarded CONTRACTOR in the succeeding funding period.

#### 17.14 ENFORCEMENT COSTS:

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

#### 17.15 DEBARMENT:

17.15.1 The Commission shall have the authority to debar a person / corporation for cause for consideration or award of future contracts. The debarment shall be for a period commensurate with the seriousness of the causes, generally not to exceed three (3) years. When the offense is willful or blatant, a longer term of debarment may be imposed, up to an indefinite period.

#### 17.16 REQUIREMENTS FOR PERSONNEL ENTERING CITY PROPERTY:

17.16.1 Possession of firearms shall not be tolerated in City buildings. Nor shall violations of Federal or State Laws and any applicable City policy regarding Drug Free Workplace be tolerated. Violators shall be subject to immediate termination.

17.16.2 "Firearm" means any weapon (including a starter gun or antique firearm) which shall, is designed to, or may readily be converted to expel a projectile by the action of an explosive; the frame or receiver of any such weapon; any destructive device; or any machine gun.

17.16.3 No person who has a firearm in their vehicle may park their vehicle on City property. Furthermore, no person may possess or bring a firearm on City property.

17.16.4 If any employee of an independent awarded CONTRACTOR or subcontractor is found to have brought a firearm on City property, said employee must be terminated from the City Commission project by the independent awarded CONTRACTOR or subcontractor. If the subcontractor fails to terminate said employee, the subcontractor's agreement with the independent awarded CONTRACTOR for the City project shall be terminated. If the independent awarded CONTRACTOR fails to terminate said employee or fails to terminate the agreement with the subcontractor, who fails to terminate said employee, the independent awarded CONTRACTOR's agreement with the City shall be terminated.

#### 17.17 BACKGROUND INVESTIGATION:

17.17.1 As a part of the Bid evaluation process, the City may conduct a background investigation including a criminal record check of CONTRACTOR's officers and/or employees, by the Sheriff's Office. The CONTRACTOR's submission of a bid constitutes acknowledgement of and consent to such investigation. The City shall be the sole judge in determining the CONTRACTOR's qualifications.

#### 17.18 PRODUCT RECALL:

17.18.1 In the event the awarded CONTRACTOR receives notice that a product delivered by the awarded CONTRACTOR to the City has been recalled, seized or embargoed, and/or has been determined to be misbranded,



adulterated, or found to be unfit for human consumption by a packer, processor, subcontractor, retailer, manufacturer, or by any State or Federal regulatory agency, the awarded CONTRACTOR shall notify the City's Purchasing Division within two business days of receiving such notice. The City's acceptance or failure to reject the affected product as non-conforming shall not in any way impact, negate, or diminish the awarded CONTRACTOR's duty to notify the City's Purchasing Division that the affected product has been recalled, seized or embargoed, and/or has been determined to be misbranded, adulterated, or found to be unfit for human consumption. The form and content of such notice to the City shall include the name and description of the affected product; the approximate date the affected product was delivered to the City; the bid number; and relevant information relating to the proper handling of the affected product and/or proper disposition of the affected product by the City, if necessary to protect the health, welfare, and safety of City students or employees; and any health hazards known to the awarded CONTRACTOR which may be caused or created by the affected product.

17.18.2 The awarded CONTRACTOR shall, at the option of the Purchasing Division, either reimburse the purchase price or provide an equivalent replacement product at no additional cost to the City. Unless it was absolutely necessary for the City to dispose of the affected product, the awarded CONTRACTOR shall be responsible for removal and/or replacement of the affected product within the time specified by the City, without causing significant inconvenience to the City.

17.18.3 At the option of the City, the awarded CONTRACTOR may be required to reimburse storage, disposal and/or handling fees to be calculated from time of delivery and acceptance to actual removal or disposal. The awarded CONTRACTOR shall bear all costs associated with the removal and proper disposal of the affected product. The failure to reimburse the purchase price and storage and/or handling fees or to remove and/or replace the affected product with an equivalent replacement within the time specified by the City, without causing significant inconvenience to the City shall be considered a default.

#### 17.19 COOPERATIVE PURCHASING AGREEMENTS:

17.19.1 All CONTRACTORS submitting a response to this Invitation to Bid agree that such response also constitutes a bid to all State Agencies and Political Subdivisions of the State of Florida under the same conditions, for the same prices and for the same effective period as this bid, should the awarded CONTRACTOR(s) deem it in the best interest of their business to do so. This agreement in no way restricts or interferes with any state agency or political subdivision of the State of Florida to rebid any or all items.

#### 17.20 RIGHTS TO BID DOCUMENTS:

17.20.1 All copies and contents of any proposal, attachment, and explanation thereof submitted in response to this Invitation to Bid (except copyright material), shall become the property of the City of Belle Glade, Florida. The City reserves the right to use, at its discretion, and in any manner it deems appropriate, any concept, idea, technique or suggestion contained therein. All copyright and industrial/commercial proprietary, confidential and/or privileged information such as financial records, must be clearly identified, as such confidentiality is protected until award of contract, in accordance with Chapter 119, F.S.

Said material shall be returned to the CONTRACTORS prior to award of contract so as to preserve the proprietary and confidential nature of its contents.

#### 17.21 SEVERABILITY:

17.21.1 Indulgence by the City on any non-compliance by the CONTRACTOR does not constitute a waiver of any rights under this Invitation to Bid. If any term or provision of this Bid or resulting Contract, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Bid or Contract, or the application of such terms or provisions to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term provision of this Bid/Contract shall be deemed valid and enforceable to the extent permitted by law.

CITY and CONTRACTOR, agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision. Failure of either party to enforce or exercise any right(s) under the Contract Documents shall not be deemed a waiver of either party's right to enforce said right(s) at any time thereafter.

#### 17.22 VERIFICATION OF EMPLOYMENT STATUS; Scrutinized Companies:

17.22.1 The CITY shall not intentionally award contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions of the Immigration and Nationality Act ("INA"). The CITY shall consider the employment by the Contractor of unauthorized aliens a violation of 8 U.S.C. Section 1324a(e) [Section 274A(e) of the INA]. The Contractor agrees that such violation by the Contractor shall be grounds for the unilateral cancellation of this Contract by the CITY.

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

17.22.2.1 Register with and use the E-Verify system to verify the work authorization status of all newly hired employees and require all subcontractors (providing services or receiving funding under this Agreement) to register with and use the E-Verify system to verify the work authorization status of all the subcontractors' newly hired employees;

17.22.2.2 Secure an affidavit from all subcontractors (providing services or receiving funding under this Agreement) stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien;

17.22.2.3 Maintain copies of all subcontractor affidavits for the duration of this Agreement.

17.22.2.4 Comply fully, and ensure all of its subcontractors comply fully, with Section 448.095, Florida Statutes;

17.22.2.5 Be aware that a violation of Section 448.09, Florida Statutes (Unauthorized aliens; employment prohibited) shall be grounds for termination of this Agreement; and



17.22.2.6 Be aware that if the CITY terminates this Agreement under Section 448.095(2)(c), Florida Statutes, the CONTRACTOR may not be awarded a public contract for at least 1 year after the date on which the Agreement is terminated and will be liable for any additional costs incurred by the CITY as a result of the termination of the Agreement.

17.22.3 Scrutinized Companies – The CONTRACTOR shall complete the Scrutinized Companies Certification Form which is attached hereto and incorporated herein by this reference.

#### 17.23 ELECTRONIC DATA

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

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

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

#### 17.24 INSPECTOR GENERAL

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

#### 17.25 JURY TRAIL

To encourage prompt and equitable resolution of any litigation, each party hereby waives its rights to a trial by jury in any litigation related to the contract documents

#### 17.26 NO DAMAGES FOR DELAY

NO CLAIM FOR DAMAGES OR ANY CLAIM OTHER THAN FOR AN EXTENSION OF TIME SHALL BE MADE OR ASSERTED AGAINST CITY BY REASON OF ANY DELAYS. Contractor shall not be entitled to an increase in the Contract Price or payment or compensation of any kind from City for direct, indirect, consequential, impact or other costs, expenses, or damages, including, but not limited to, costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance be reasonable

or unreasonable, foreseeable, or avoidable or unavoidable. Contractor shall be entitled only to extensions of the Contract Time as the sole and exclusive remedy for such resulting delays, in accordance with and to the extent specifically provided herein.

#### 17.27 ABBREVIATIONS AND SYMBOLS

17.27.1 Referenced Standards: Any reference to published specifications or standards of any organization or association shall comply with the requirements of the specification or standard which is current on the date of Advertisement for Bids. In case of a conflict between the referenced specifications or standards, the one having the more stringent requirements shall govern.

17.27.2 In case of conflict between the referenced specifications or standards and the Contract Documents, the Contract Documents shall govern.

B.	Abbreviations:
AA	Aluminum Association
AAA	American Arbitration Association
AABC	Associated Air Balance Council
AAMA	Engineerural Aluminum Manufacturers
Assoc.	
AASHO	The American Association of State
Highway Officials	
ABA	American Bar Association
ABMA	American Boiler Manufacturers
Association	
ABPA	Acoustical and Commission Products
Association	
ACI	American Concrete Institute
ACPA	American Concrete Pipe Association
AEIC	Association of Edison Illuminating
Companies	
AFBMA	Anti-Friction Bearing Manufacturers
Assoc.	
AGA	American Gas Association
AGC	Associated General Contractors of
America	
AGMA	American Gear Manufacturers
Association	
AHA	American Hard Commission Association
AI	The Asphalt Institute
AIA	American Institute of Engineers
AIA	American Insurance Association
AIEE	American Institute of Electrical
Engineers	(Now IEEE)
AIMA	Acoustical and Insulating Materials
Association	
AISC	American Institute of Steel Construction
AISI	American Iron and Steel
Institute	
AITC	American Institute of Timber
Construction	
AMCA	Air Moving and Condition Association
ANSI	American National Standard Institute
APA	American Plywood Association
API	American Petroleum Institute
APWA	American Public Works Association
AREA	American Railway Engineering
Association	
ARI	American Refrigeration Institute
ASA	American Standards Association (Now
ANSI)	
ASAHC	American Society of Engineerural





Hardware	Consultants
	ASCE American Society of Civil Engineers
	ASHRAE American Society of Heating, and Air Conditioning Engineers
Refrigerating Engineers	ASME American Society of Mechanical Engineers
	ASSCBC American Standard Safety Code for Construction
Building	ASSHTO American Association of State Highway Transportation Officials
	ASTM American Society for Testing and Materials
	AWG American Wire Gauge
	AWI Engineeural Woodwork Institute
	AWPA American Wood Preservers Association
	AWPB American Wood Preservers Bureau
	AWPI American Wood Preserves Institute
	AWS American Welding Society
	AWWA American Water Works Association
	BHMA Builders Hardware Manufacturers Association
	BIA Brick Institute of America
(formerly SCPI)	
	CDA Copper Development Association
	CFS Cubic Feet Per Second
	CMAA Crane Manufacturers Association of America
	CRSI Concrete Reinforcing Steel Institute
	CS Commercial Standard
	DHI Door and Hardware Institute
	DIPRA Ductile Iron Pipe Association
	DOT Spec-Standard Specification for Road and Bridge Construction Florida Department of Transportation, 1982
	E/A Engineer and/or Engineer
	EDA Economic Development Association
	EEI Edison Electric Institute
	EPA Environmental Protection Agency
	FCI Fluid Control Institute
	FDER Florida Department of Environmental Regulation
	FDOT Florida Department of Transportation
	Fed Spec Federal Specification
	FPL Florida Power and Light
	FPS Feet Per Second
	FS Federal Standards
	GA Gypsum Association
	GPM Gallons Per Minute
	HMI Hoist Manufacturers Institute
	HP Horsepower
	HSBII Hartford Steam Boiler Inspection and Insurance Co.
	ID Inside Diameter
	IEEE Institute of Electrical and Electronic Engineers
	IFI Industrial Fasteners

## Institute

## 1.01 ADDITIONAL REFERENCE STANDARDS

A.. Reference and design standards referenced in Florida Building Code and Florida Fire Prevention Code are applicable.

B. Documents listed shall be standard references currently in effect at project commencement.

1. ASTM D4442 - Test Method for Moisture Content of Wood.

2. ASTM E-84, Surface Burning Characteristics of Building Materials.

IPCEA	Insulated Power Cable Engineers Association
IPS	Iron Pipe Size
MF	Factory Mutual System
MGD	Million Gallons Per Day
MHI	Materials Handling Institute
MIL	Military Specification
MMA	Monorail Manufacturers Association
NBFU	National Commission of Fire Underwriters
NBHA	National Builders' Hardware Association
NBS	National Bureau of Standards
NCSA	National Crushed Stone Association
NCSPA	National Corrugated Steel Pipe Assoc
NEC	National Electrical Code
NECA	National Electrical Contractors' Assoc
NEMA	National Electrical Manufacturers' Association
NFPA	National Fire Protection Association
NLA	National Lime Association
NPC	National Plumbing Code
NPT	National Pipe Threads
NSC	National Safety Council
NSF	National Sanitation Foundation
OD	Outside Diameter
OSHA	U.S. Department of Labor, Occupational Safety and Health Administration
PCA	Portland Cement Association
PCI	Prestressed Concrete Institute
PS	United States Products Standards
PSI	Pounds per Square Inch
PSIA	Pounds per Square Inch Atmosphere
PSIG	Pounds Per Square Inch Gauge
RPM	Revolutions Per Minute
SAE	Society of Automotive Engineers
SDI	Steel Decks Institute
SIGMA	Sealed Insulating Glass Manufacturer's Association
SJI	Steel Joists Institute
SMACNA	Sheet Metal and Air Conditioning Contractors' National Association
SSI	Scaffolding and Shoring Institute
SSPC	Steel Structures Painting Council
SSPC	Structural Steel Painting Council
STA	Station (100 feet)
TAS	Technical Aid Series
TCA	Tile Council America
TDH	Total Dynamic Head
TH	Total Head
UBC	Uniform Building Code
UL	Underwriter's Laboratories, Inc.
USASI	United States of American Standards Institute

C. Additional abbreviations and symbols are shown on the Drawings.

2. ASTM E-119, Fire Tests of Building Construction and Materials.

3. ASTM E-814, Fire Tests of Through Penetration Fire Stops.

4. ASTM E-1966, Test Method for Fire Resistive Joint Systems.

5. ASTM E-1399, Test Method for Cyclic Movement and Measuring the Minimum and Maximum Joint Widths of Engineeural Joint Systems.

6. ANSI/ UL263, Fire Tests of Building Construction and Materials.

7. ANSI/ UL723, Surface Burning Characteristics of





## Building Materials.

8. ANSI/ UL1479, Fire Tests of Through Penetration Firestops.
9. ANSI/ UL2079, Tests for Fire Resistance of Building Joint Systems.
10. Underwriters Laboratories (UL) - Fire Resistance Directory.
11. ITSA/Warnock-Hersey - Product Directory.
12. NFPA 101: Life Safety Code - National Fire Protection Association (NFPA).
13. NFPA 70: National Electrical Code - National Fire Protection Association (NFPA).
14. ANSI/NECA/BICSI-568-2001 "Installing Commercial Building Telecommunications Cabling".
15. ANSI/TIA/EIA-568-B.1 and addenda "Commercial Building Telecommunications Cabling Standard - Part 1: General Requirements".
16. ANSI/TIA/EIA-568-B.2 and addenda "Commercial Building Telecommunications Cabling Standard - Part 2: Balanced Twisted-Pair".
17. ANSI/TIA/EIA-568-B.3 and addenda "Commercial Building Telecommunications Cabling Standard - Part 3: Optical Fiber Cabling and Components Standard".
18. ANSI/TIA/EIA-569-B and Addenda "Commercial Building Standard for Telecommunications Pathways and Spaces".
19. ANSI/TIA/EIA-606-A and Addenda "Administration Standard for Telecommunications Infrastructure of Commercial Buildings".
20. ANSI-J-STD-607-A and Addenda "Commercial Building Grounding (Earthing) and Bonding Requirements for Telecommunications".
21. ANSI/TIA/EIA-526-7 and Addenda "Measurement of Optical Power Loss of Installed Single-Mode Fiber Cable Plant".
22. ANSI/TIA/EIA-526-14A and Addenda "Optical Power Loss Measurements of Installed Multimode Fiber Cable Plant".
23. ANSI/TIA/EIA-758 "Customer Owned Outside Plant Telecommunications Cabling Standard".
24. IEC/TR3 61000-5-2 - Ed. 1.0 and amendments. "Electromagnetic compatibility (EMC) - Part 5: Installation and mitigation guidelines – Section Earthing and cabling".
25. ANSI/NFPA 70 National Electrical Code, 2008 Edition.
26. BICSI Telecommunications Distribution Methods Manual (TDMM).
27. BICSI Telecommunications Cabling Installation Manual (TCIM).
28. BICSI Customer-Owned Outside Plant Design Manual, 3rd, Edition (CO-OSP).
29. Applicable Palm Beach County Codes and Regulations.
30. Underwriters Laboratories (UL).
31. FCC -Federal Communications Commission.

32. Occupational Safety and Health Regulations (OSHA).
33. Florida Fire Protection Code (including NFPA 101 Life Safety Code).
34. Applicable Florida Statutes and Administrative Rules.
35. Manufacturers Training Manuals (Design and Installation).
37. NACE (National Association of Corrosion Engineers) - Industrial Maintenance Painting.
38. NPCA (National Paint and Coatings Association) - Guide to U.S. Government Paint Specifications.
39. PDCA (Painting and Decorating Contractors of America) - Painting - Engineerural Specifications Manual.
40. SSPC (Steel Structures Painting Council) - Steel Structures Painting Manual.
  - a. SSPC-SP 1 – Solvent Cleaning.
  - b. SSPC-SP 2 – Hand Tool Cleaning.
  - c. SSPC-SP 3 – Power Tool Cleaning.
  - d. SSPC-SP 13 – Nace No 6 Surface Preparation for Concrete.

## 1.02 DEFINITIONS

## A. Communication Definitions:

1. ITS: Information Transport System: Copper cabling or optical fiber for transmission of information on City property. Transmission includes data, video, voice, fire alarm, security, access control, and other low-voltage networks. Information Transport System is not limited to City-owned cabling, but includes copper and optical fiber, and equipment owned by outside providers carrying City's information. Pathways are not limited by City's Cityship but include those owned by any third party. Information Transport System may be referred to as "the network" within project documents.
2. ICP: Inside Cable Plant: Part of Information Transport System running within buildings. ICP elements include workstation outlet assembly, cabling to the workstation from network rooms, backbone cabling within building, backbone cabling running between physically contiguous buildings, network racks and hardware (routers, switches, hubs, firewalls, etc.), patch panels, punch blocks, fiber distribution panels, patch cords, and cross-connect cables/wires.
3. OCP: Outside Cable Plant: Part of Information Transport System running between buildings, from building to definable exterior point, between definable exterior points, or from non-City source to City building or definable exterior point. OCP includes termination punch blocks, fiber distribution panels, interior splices for outside to inside optical fiber transition, and other initial device into which outside cable attaches. OCP does not include backbone cable running between physically contiguous buildings unless cabling enters OSP pathway element (e.g. OSP conduits, maintenance holes, etc.). OCP includes underground cabling and aerial cabling.
4. Cable: An assembly of one or more insulated conductors or optical fibers, within an enveloping sheath.
5. DP: Dead pairs: Unused copper pairs terminating within splice case, but without being splices to outgoing cable.
6. GP: Grounding electrode: Conductor (rod, pipe or plate or group of conductors) in direct contact with earth for purpose of providing low-impedance connection to earth.
7. GEC: Grounding electrode conductor: Conductor used to connect grounding electrode to equipment grounding conductor, or to grounded conductor of circuit at service equipment, or at source of separately derived system.
8. Handbox: Rectangular or square underground pathway



element similar to small maintenance hole, which cannot be fully entered, that allows for pulling point or splice point in power, security or communications pathway.

9. Handhole: A round underground pathway element similar to a handbox, which cannot be fully entered, that allows for a pulling point in a pathway.

10. Identifier: An item of information that links a specific element of the Information Transport System infrastructure with its corresponding record.

11. Infrastructure (Information Transport System): A collection of those Information Transport System components, excluding equipment, that together provides the basic support for the distribution of all information within a building or campus.

12. Linkage: A connection between a record and an identifier or between records.

13. Maintenance (man) holes: Underground pathway element large enough for person to fully enter work, used to provide access to underground cable to pull, splice, and maintain.

14. Media (Information Transport System): Wire, cable, or conductors used for Information Transport System.

15. OB: Outlet box: Metallic or nonmetallic box used to hold Information Transport System outlets/connectors or transition devices.

16. Outlet(Connector) (Information Transport System): Connecting device in work area on which horizontal cable or outlet cable terminates.

17. Pathway: Facility for the placement of Information Transport System cable.

18. Record: Collection of detailed information related to specific element of Information Transport System infrastructure.

19. Report: Presentation of collection of information from various records.

20. Space (Information Transport System): Area used for housing installation and termination of Information Transport System equipment and cable, e.g., equipment rooms, network rooms, work areas, and maintenance holes/handboxes/handholes.

21. Splice: Joining of conductors in splice closure, meant to be permanent.

22. Splice box: Box, located in pathway run, intended to house cable splice.

23. Splice closure: Device used to protect splice.

24. Termination position: Discrete element of termination hardware where information Transport System conductors are terminated.

25. Work Area (work station): Building space where occupants interact with Information Transport System terminal equipment.

#### B. Painting Definitions:

1. ASTM D16 - Definitions of Terms Relating to Paint, Varnish, Lacquer, and Related Products for interpretation of terms used herein.

### 1.03 ABBREVIATIONS AND ACRONYMS

A. Abbreviations noted in Florida Building Code, Chapter 2 are applicable.

#### B. General Abbreviations:

1. ACR : Attenuation-to-Crosstalk Ratio.
2. ADA : Americans with Disabilities Act.
3. AFF : Above finished floor.
4. ANSI : American National Standards Institute.
5. ASTM : American Society for Testing and Materials (ASTM International).
6. AWG : American Wire Gauge.
7. BD : Building distributor (replacing main-cross connect and MDF as "building service" room identifiers).
8. BICSI® : Building Industry Consulting Service

International, Inc.

9. BTU : British Thermal Unit.

10. CATV : Community Antenna Television (cable television).

11. CD : Campus distributor (replacing main-cross connect and MDF as "campus-wide service" room identifiers). Also, compact disk for storage of audio or video information.

12. dB : Decibel.

13. EMT: Electrical metallic tubing.

14. ENT: Electrical nonmetallic tubing.

15. EDPM: Ethylene-polypropylene-diene membrane.

16. EF : Entrance Facility.

17. EIA : Electronic Industries Alliance.

18. ELFEXT : Equal Level Far-End Crosstalk.

19. EMC : Electromagnetic Compatibility.

20. EMI : Electromagnetic Interference.

21. ER : Equipment Room. Replacing "TR"

22. FMC: Flexible metallic conduit.

23. FCC : Federal Communications Commission.

24. FD : Floor distributor (replacing network room, intermediate and horizontal cross-connect, and telecommunications as "building service" room identifiers). Also, Floor Drain as part of building plumbing system.

25. FDDI : Fiber Distribution Data Interface.

26. FEXT : Far-End Crosstalk.

27. FOTP : Fiber Optic Test Procedure.

28. Freq : Frequency.

29. GE : Grounding equalizer (replacing TBBIBC).

30. Gnd : Ground.

31. HB : Handbox. Also, hose bibb for water supply part of plumbing system.

32. HC : Horizontal Cross-Connect (replaced by floor distributor "FD").

33. HH : Handhole.

34. HVAC : Heating, Ventilation, and Air Conditioning.

35. Hz : Hertz.

36. IC : Intermediate Cross-Connect (replaced by building distributor "BD").

37. IDC : Insulation Displacement Connectors.

38. IDF : Intermediate Distribution Frame (replaced by "BD" or "FD").

39. IEEE : Institute of Electrical and Electronics Engineers.

40. IMC: Intermediate metal conduit.

41. ISO : International Organization for Standardization.

42. ISP : Inside Cable Plant.

43. LFMC: Liquidtight flexible metal conduit.

44. LFNC: Liquidtight flexible nonmetallic conduit.

45. Mbps : Megabits per second.

46. MC : Main Cross-Connect (replaced by campus distributor "CD").

47. MDF : Main Distribution Frame (replaced by "CD" or "BD").

48. MER : Main Equipment Room.

49. MH : Maintenance Hole.

50. MHz : Megahertz.

51. NBR: Acrylonitrile-butadiene rubber.

52. NEC : National Electrical Code, NFPA 70.

53. NESC : National Electric Safety Code, C2-1997.

54. NFPA : National Fire Protection Association.

55. NR : Network Room.

56. OSHA : Occupational Safety and Health Administration.

57. OCP : Outside Cable Plant.

58. OTDR : Optical Time Domain Reflectometer.

59. PR : Pair.

60. RCDD® : Registered Communications Distribution Designer.

61. RFI : Radio Frequency Interference.

62. RH : Relative Humidity.

63. RNC: Rigid nonmetallic conduit.

64. SM : Single Mode.



- 65. TBB : Telecommunication Bonding Backbone.
- 66. TBBIBC : Telecommunication Bonding Backbone Interconnecting Bonding Conductor (replaced by grounding equalizer "GE").
- 67. TE : Telephone Equipment (Wall Mounted Equipment Rack).
- 68. TGB : Telecommunications Grounding Buss bar.
- 69. TIA: Telecommunications Industry Association.
- 70. TMGB : Telecommunications Main Grounding Buss bar.
- 71. TR : Telecommunications Room. Being replaced with "ER"
- 72. UL : Underwriters Laboratory.
- 73. UPS : Uninterruptible Power Supply.
- 74. WAO : Work Area Outlet.

1.04 UNITS OF MEASURE

- A. Weights and Measures shall be as identified by Weights and Measures Division, NIST, U. S. Department of Commerce, 100 Bureau Dr., Stop 2600, Gaithersburg, MD 20899-2600.

**(END)**



#### 4.-SPECIAL CONDITIONS

**NOTE: IF THERE IS A CONFLICT BETWEEN THE GENERAL CONDITIONS, SPECIAL CONDITIONS, TECHNICAL SPECIFICATIONS, AND DRAWINGS, GENERAL CONDITIONS PARAGRAPH 3.4 ORDER OF PRECEDENCE SHALL CONTROL.**

**IF THERE IS A CONFLICT BETWEEN THE SECTION 01 NUMBER REFERENCES IN THE TECHNICAL SPECIFICATIONS AND THE GENERAL CONDITIONS, THE GENERAL CONDITIONS SHALL SUPERCEDE THE TECHNICAL SPECIFICATIONS.**

- 1. The selected CONTRACTOR shall submit a "Landscaping Design & Layout Plan" using the items quantified in the "Schedule of Values" to be reviewed and approved by the CITY and ENGINEER. Submission of said plan shall be included in the submission of the CONTRACTOR's bid. Approval of the "Landscaping Design & Layout Plan" shall be as a part of the total bid package.**
- 2. Rejection of a Landscaping Design & Layout Plan submitted by the lowest responsive and responsible bidder shall cause the CITY to reject that bid submittal and to award to the next lowest responsive and responsible bidder whose Landscaping Design & Layout Plan is acceptable to the CITY. The CITY reserves the right to make minor adjustments to any accepted Landscaping Design & Layout Plan.**
- 3. Attach the Landscaping Design & Layout Plan to the last page of your bid submittal.**
- 4. The CONTRACTOR shall be responsible for applying and obtaining all required permits for the construction of this project, including but not limited to all required FDOT, SFWMD and any other regulatory agency permits, as applicable. The contractor shall include all permitting fees within the "Mobilization & Demobilization" Lump Sum bid item. A. City Building Department permit will be required, however, all City permitting fees will be waived.**



**BID FORM: BID COVER PAGE CHECKLIST  
THIS SHOULD BE THE FIRST PAGE OF YOUR BID SUBMITTAL**

BID NAME: RE-BID: CITY OF BELLE GLADE MAIN STREET LANDSCAPING IMPROVEMENTS \_\_\_\_\_ BID NO: 09-2021

COMPANY NAME: \_\_\_\_\_ PHONE NO: \_\_\_\_\_

BEFORE SEALING YOUR BID MAKE SURE THE FOLLOWING ITEMS ARE INCLUDED IN YOUR BID

- ☐ 1. **Submit One (1) Original, One (1) Flash Drive + Three (3) photo copies of this form.**
- ☐ 2. References: **Complete and submit three with the Bid Form including contact information.**
- ☐ 3. Bidder's Qualification Statement: **Complete and sign the Bidder's Qualification Statement.** (*Failure to properly complete and sign this document shall cause the Bid submittal to be rejected as non-responsive.*)
- ☐ 4. Non-Collusion Affidavit: Sign the Non-Collusion Affidavit and have it notarized.
- ☐ 5. Drug Free WorkPlace Form: **Sign the Drug Free WorkPlace Form.**
- ☐ 6. Trench Safety Act: **Complete and sign the Trench Safety Act form.**
- ☐ 7. Warranties: **Complete and sign the Warranties form.**
- ☐ 8. Material List: **Complete the form.**
- ☐ 9. Subcontractor List: **Complete the form.**
- ☐ 10. Public Entity Crime Statement: Sign the Public Entity Crime Statement and have it notarized.
- ☐ 11. Scrutinized Companies Certification: Sign the Scrutinized Companies Certification form and have it notarized.
- ☐ 12. Notice of Compliance with Chapter 556, Florida Statutes
- ☐ 13. Proof of Insurance: Include proof of insurance containing ***a provision or endorsement that the coverage afforded will not be canceled, reduced in coverage, or renewal refused until at least 30 days' prior written notice has been given to the CITY and additional insured by certified mail. All such insurance required herein (except for worker's compensation and employer's liability) shall name the CITY, and their officers, directors, agents, and employees as "additional insured".*** Attach to the back of your submittal.
- ☐ 14. Licenses: **Attach certificate of competency, state registration and any other applicable licenses.** Attach to the back of your submittal.
- ☐ 15. **IF "NO BID" is offered, please complete the section in the Bid Form and return to the Purchasing Division.**





## BID FORM

**BID NAME: Re-Bid: City of Belle Glade Main Street Landscaping Improvements****BID No: 09-2021**

Submit One (1) Original, One Electronic flash Drive + Three (3) photo copies of this form to :  
City of Belle Glade Office of the City Clerk  
110 Dr. Martin Luther King Jr., Blvd., West, Belle Glade, Florida, 33430

Submitted By: \_\_\_\_\_ Date: \_\_\_\_\_  
(BIDDER)

**A. SCOPE OF WORK**

The Work to be performed by the CONTRACTOR includes furnishing all materials, labor, tools, equipment, water, light, power, transportation, superintendence, temporary construction of every nature, mobilization, maintenance of traffic (MOT) and all other services, facilities and other related construction items of every nature whatsoever necessary to modify, construct, complete, deliver and place into operation the subject WORK at the various sites as described on the "City of Belle Glade – Beautification Project N & S Main Street Landscaping Improvements.

All WORK shall be in accordance with these CONTRACT DOCUMENTS, City of Belle Glade Ordinances and regulations, Florida Statutes, Florida Department of Transportation ("FDOT") Standard Specifications for Road and Bridge Construction (latest edition), FDOT Design Standards (latest edition) and any other applicable FDOT specifications (herein, collectively, the "FDOT Specifications").

The CONTRACTOR is responsible for visiting each site to confirm the CITY supplied area values prior to submitting a Bid. By submitting a Bid, the CONTRACTOR agrees/confirms that all pre-bid site investigations have been performed. Any discrepancies shall be brought to the attention of the CITY/ENGINEER during the bidding process according to the timeline stated in the Instructions to Bidders and prior to submitting a Bid.

See the bid specifications and drawings for details.

**B. BIDDER ACKNOWLEDGES**

In order to be considered for this project, **the Bidder must** have successfully completed a minimum of five (5) projects of similar scope and complexity over the past five (5) years, in the State of Florida, and must be able to document the required experience upon request.

1. The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an Contract with the CITY to perform and furnish all WORK and deliver all materials in accordance with the bid documents as specified herein for the Contract Price and within the Contract Period indicated in this Bid.
2. This Bid will remain subject to acceptance for One Hundred Twenty (120) days after the day of Bid opening. BIDDER will sign and submit the necessary documents required by the CITY within Ten (10) days after the date of CITY'S Notice of Tentative Award.
3. The terms used in this Bid which are defined in the General Conditions of the Construction Contract included as part of the Contract Documents have the meanings assigned to them in the General Conditions.
4. BIDDER covenants that it is qualified to do business in the State of Florida and has attached evidence of BIDDER'S qualification to do business in the State of Florida, or if not attached, BIDDER covenants to submit such evidence immediately upon request by CITY to provide evidence.



5. BIDDER represents that it is financially solvent and sufficiently experienced and competent to provide all goods and services required under this ITB, and that all information provided in the Bid is true and correct in all respects
6. In submitting this Bid, BIDDER represents, as more fully set forth in the Contract, that
  - a. BIDDER has examined the Bid Documents, including the following addenda, receipt of which is hereby acknowledged:

Number	Date	Number	Date	Number	Date
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____

- b. BIDDER has familiarized itself with the nature and extent of the Bid Documents, locality, and all local conditions and laws and regulations that in any manner may affect cost, progress, performance or furnishing of the WORK. These General Conditions are applicable to all specifications contained in the project manual.
  - c. BIDDER has given the CITY written notice of all conflicts, errors or discrepancies that it has discovered in the Bid Documents and the written resolution thereof by the CITY is acceptable to BIDDER.
7. BIDDER proposes to furnish the WORK in conformity with the specifications and at the Bid Prices referenced below in the Schedule of Bid Prices. The Bid Prices quoted have been checked and certified to be correct. Said Bid Prices are fixed and firm and shall be paid to BIDDER for the successful completion of its obligation as specified in the Bid Documents.
8. BIDDER agrees that the WORK will be substantially completed within **SIXTY (60)** calendar days after the receipt of the Notice to Proceed and final completion will occur within **NINETY (90)** calendar days after the Notice of Substantial Completion.
9. BIDDER accepts the provisions of the Contract as to liquidated damages in the event of failure to complete the WORK on time.
10. BIDDER has studied carefully all reports and drawings of subsurface conditions and drawings of physical conditions which, if any, are attached to the Contract Documents, as provided in Article 4 of the General Conditions, and accepts the determination as set forth in the Bidding Documents of the extent of the technical data contained in such reports and drawings upon which BIDDER is entitled to rely.
11. BIDDER has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests and studies, if any, (in addition to or to supplement those referred to in (c) above) which pertain to the subsurface or physical conditions at the site or otherwise may affect the cost, progress, performance or furnishing of the Work as BIDDER considers necessary for the performance or furnishing of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of Article 4 of the General Conditions; and no additional examinations, investigations, explorations, tests, reports or similar information or data are or will be required by BIDDER for such purposes.



12. BIDDER has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing Underground Facilities at or contiguous to the site, if any, and assumes responsibility for the accurate location of said Underground Facilities. No additional examinations, investigations, explorations, tests, reports or similar information or data in respect of said Underground Facilities are or will be required by BIDDER in order to perform and furnish the Work at the Contract price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of Article 4 of the General Conditions.
13. BIDDER has correlated the results of all such observations, examinations, investigations, explorations, tests, reports, and studies, if any, with the terms and conditions of the Contract Documents.
14. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm, or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; BIDDER has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; BIDDER has not solicited or induced any person, firm or corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for itself any advantage over any other Bidder or over CITY. BIDDER has not divulged or discussed its Bid with other Bidders.
15. BIDDER agrees to perform all the Work described in Contract Documents, subject to adjustments as provided therein, for the Prices BIDDER provides below.
16. BIDDER declares it understands that the unit quantities, if any, shown on the Bid Form Unit Price Schedule are approximate only and not guaranteed and are subject to either increase or decrease; and that should the quantities of any of the items of Work be increased, the BIDDER agrees to do the additional Work at the unit prices set out herein, and should the quantities be decreased, BIDDER also understands that final payment shall be made on actual quantities completed at the unit prices, and shall make no claims for anticipated profits for any decrease in the quantities.
17. The BIDDER further declares that it understands the CITY may elect to construct only a portion of the Work covered by these Documents and BIDDER agrees to perform that portion of the Work for which BIDDER is awarded a Contract at the unit or lump sum prices quoted herein.
18. Communications concerning this Bid shall be as follows:

Contact Person

---

Business Address

---

City, State, Zip Code

---

Business Phone Number

---

Fax Number

---

Cell Phone Number

---

Email

---

## SCHEDULE OF BID PRICES

For all work associated and described in the bid documents, drawings and specifications. The cost of incidental work described in these Contract Requirements, for which there are no specific Contract and or contract line items, shall be considered as part of the general cost of doing the work and shall be included in the prices for the



various Contract Items. No additional payment will be made therefore. In case of a discrepancy in computing the amount of the bid, the UNIT PRICE quoted shall govern.

**Show amounts in both words and numbers. In case of discrepancy, amount shown in words shall govern.** The CITY reserves the right to award one contract to one bidder for all base bid and alternate items, separate contracts to separate bidders for each bid item and bid alternates, to award one base bid item/ alternate combination only, or to not award.

#### UNIT PRICES

- A. The following unit prices are estimates as to quantity and scope. It is anticipated that all unit prices will be used to identify cost and scope of work.
- B. Any contract or purchase order resulting from this bid shall be based upon the base bid and unit prices, adjusted for any alternates chosen by staff. Unit prices shall be used to adjust up or down total project cost from base bid. Quantities indicated with each unit price item are approximate quantities and may vary (actual amount is indeterminate at this stage of the project) and are indicated for purposes of determining lowest responsive bidder and are not intended to indicate actual quantities required. Actual quantities may vary.
- C. Materials proposed to be removed shall be reviewed and approved by City's Project Manager.
- D. Work actually put in place above or below quantities will be processed as change orders to the contract.
- E. The City reserves the right to reject or accept any Unit Price based solely on his judgment of what constitutes a "fair price". The fairness of any unit price will be affected by the potential for City credit for unused Unit Price quantities.
- F. The Unit Price shall apply to the quantities actually used as determined by periodic field inspections by the City and Engineer.
- G. Unit Price material and the quantities used shall be recorded on a daily basis within the Contractor's Daily Report, and be accompanied by photographs of the conditions prior to removal of the old material, and conditions after installation of the new replacement material.
- H. The Unit Price quantity records are to be reviewed with the City and Engineer at each Project Progress Meeting. Acceptances of quantities used to date are to be documented in the Meeting Minutes.
- I. If these documentation and approval procedures are not followed by the contractor, a later request for award of Unit Price Costs may be denied by the City and Engineer.



## BASE BID SCHEDULE OF VALUES

**1. BIDDER AGREES TO PERFORM ALL WORK DESCRIBED IN THE CONTRACT DOCUMENTS TO PROVIDE A COMPLETE PROJECT PER THE PLANS & SPECIFICATIONS UNDER THE FOLLOWING LUMP SUM AND/OR UNIT PRICES.**

**2. THE OWNER RESERVES THE RIGHT TO SUBSTITUTE AND/OR DELETE ITEMS AS NECESSARY TO MEET THE FUNDING BUDGET.**

**3. THE CITY IS SALES TAX EXEMPT. BIDS SHALL INCLUDE ALL OTHER APPLICABLE TAXES & FEES.**

**4. BIDDER UNDERSTANDS THAT THE EXTENDED TOTAL FOR EACH & EVERY ITEM IS THE RESULT OF MULTIPLYING THE QUANTITY TIMES THE CORRESPONDING UNIT COST AS SHOWN.**

**5. IN THE CASE OF A DISCREPANCY BETWEEN THE UNIT COST & THE TOTAL, THE DISCREPANCY SHALL FAVOR THE OWNER (LOWER RESULTING TOTAL COST).**

**6. Completion Time:** The work will be substantially complete within Sixty (60) days after the date when the Contract Times commence to run & completed & ready for final payment within Ninety (90) days after the date when the Contract Times commence to run. The project will be considered substantially complete when all portions of the project have been inspected & approved by the Engineer, all permits have been closed out, & all restoration has been completed. The project will be considered complete and ready for final payment when, following substantial completion, the ENGINEER on behalf of the CITY confirms in writing that the CONTRACTOR has completed the Work in accordance with the contract, including completion of all punch list items, clean-up work and delivery of all required guarantees, warranties, licenses, releases and other required deliverables.

ITEM NO.	BID ITEM DESCRIPTION	QTY	UNIT	UNIT COST	TOTAL
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### I. GENERAL CONDITIONS, ITEMS 1 - 5

THE LUMP SUM (LS) PRICES FOR ITEMS 1 - 5 SHALL BE FOR WORK DONE IN ACCORDANCE WITH THE CONTRACT DOCUMENTS, SPECIFICATIONS & ALL APPLICABLE FEDERAL, STATE & LOCAL REQUIREMENTS. EACH PRICE SHALL INCLUDE SERVICES FOR THE ENTIRE PROJECT. DUE TO LIMITED FUNDING, IF SOME LOCATIONS ARE REMOVED FROM THE PROJECT, THE OWNER RESERVES THE RIGHT TO ASK FOR A BREAKDOWN OF EACH LUMP SUM ITEM BELOW TO RECEIVE A CREDIT OR DEDUCT FROM THE CONTRACT PRICE. THE CONTRACTOR IS RESPONSIBLE FOR APPLYING AND OBTAINING ALL REQUIRED PERMITS FOR THE CONSTRUCTION OF THIS PROJECT (THE OWNER HAS NOT OBTAINED ANY PERMITS). ANY PERMITS REQUIRED BY THE CITY WILL HAVE THEIR PERMITTING FEE WAIVED. ANY DELAYS TO THE PROJECT DUE TO PERMITTING CAN BE REIMBURSED TO THE CONTRACT TIME, HOWEVER, THE CONTRACTOR IS RESPONSIBLE FOR DOCUMENTING & FOLLOWING PROPER PROCEDURES & REQUESTS FOR ADDITIONAL CONTRACT TIME/DAYS.





ITEM NO.	BID ITEM DESCRIPTION	QTY	UNIT	UNIT COST	TOTAL COST
1	<b>MOBILIZATION &amp; DEMOBILIZATION</b> The lump sum amount shall include the costs of transporting equipment to & from the site, clean up, disposal of debris, preconstruction investigations & all other costs incidental or necessary to initiate & terminate construction including the full cost of providing & maintaining current all performance, payment & maintenance bonds, insurance, & the cost of pulling all required construction permits (City permit fees will be waived). The Contractor shall be responsible for applying & obtaining all required permits (FDOT, SFWMD, etc.), as necessary (the City has not obtained any permits).	1	LS	_____	_____
2	<b>MAINTENANCE OF TRAFFIC</b> Furnish all materials, equipment & labor necessary to provide proper Maintenance of Traffic (M.O.T.) operations per FDOT Standard Plans & Specifications as well as City requirements. The lump sum shall include all required permits, certificates & submittals to FDOT for approval & the cost of barricades, lighting, flagmen, off duty policemen & other work necessary to control traffic & minimize inconvenience to the public. The Contractor shall be responsible for applying & obtaining all required FDOT permits, as necessary (the City has not obtained any permits).	1	LS	_____	_____
3	<b>PRE-CONSTRUCTION VIDEOS</b> Contractor to provide pre-construction videos on DVD or external flash drive for review & approval by the City & Engineer before construction. Videotaping shall be high definition (HD) quality, continuous color audio-video recordings taken along the entire length of the project to properly document pre-existing conditions.	1	LS	_____	_____



ITEM NO.	BID ITEM DESCRIPTION	QTY	UNIT	UNIT COST	TOTAL COST
4	<b>EROSION CONTROL</b> Preparation of Sediment & Erosion Control Plan (SWPPP) including furnishing, installation & maintenance of silt fencing & catch basin inlet protection (BMP's) devices as necessary per NPDES, FDOT, SFWMD & City standards & requirements for the duration of all construction operations. The Contractor shall be responsible for applying & obtaining all required stormwater permits & approvals, as necessary (the City has not obtained any permits).	1	LS	_____	_____
5	<b>CLEARING &amp; GRUBBING</b> Clearing & grubbing of all existing planting beds for all proposed locations marked for improvements. Bid item shall include, but not be limited to, all mowing, clearing & grubbing necessary for the excavation, removal, demolition & disposal of all landscaping (trees, palms, shrubs, groundcover, sod, mulch, soils, etc.) & deep rooted vegetation within the proposed project limits. The Contractor shall include all required replacements of existing soils (topsoil, subsurface, underlying, etc.) with approved "planting mixtures" in this bid item, as necessary.	1	LS	_____	_____

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## **II. LANDSCAPING PLANTS & DÉCOR, ITEMS 6 - 24**

THE PRICE FOR EACH LANDSCAPING ITEM BELOW SHALL INCLUDE ALL LABOR, EQUIPMENT & MATERIALS NECESSARY TO FURNISH, INSTALL & CONSTRUCT THESE ITEMS IN ACCORDANCE WITH THESE CONTRACT DOCUMENTS. EACH ITEM SHALL INCLUDE, BUT NOT BE LIMITED TO, THE REMOVAL & DISPOSAL OF EXISTING LANDSCAPING, GRASSES & DEBRIS; REPLACEMENT & INSTALLATION OF NEW POTTING SOIL, AS NECESSARY; SUBMISSION OF A LANDSCAPING DESIGN & LAYOUT PLAN USING THE ITEMS QUANTIFIED BELOW TO BE REVIEWED & APPROVED BY THE CITY & ENGINEER; A ONE-YEAR MINIMUM MAINTENANCE & MONITORING PROGRAM; AS WELL AS A ONE-YEAR WARRANTY OF NINETY PERCENT SURVIVORSHIP ON ALL ITEMS PLANTED & INSTALLED. CONTRACTOR SHALL INCLUDE ALL OTHER APPURTENANCES NECESSARY TO COMPLETE THIS PROJECT IN FULL.

ITEM NO.	BID ITEM DESCRIPTION	QTY	UNIT	UNIT COST	TOTAL COST
6	CHOCOLATE MULCH (3" THICK OVERLAY, MIN.)	280	CY	_____	_____
7	MEDIUM BROWN RIVER ROCK	2	CY	_____	_____
8	PLASTIC EDGING	2700	LF	_____	_____
9	DWARF LXORA (RED)	100	EA	_____	_____
10	AGAVE AMERICANA	10	EA	_____	_____
11	PODOCARPUS (3 GAL)	60	EA	_____	_____
12	CARISSA BOXWOOD	75	EA	_____	_____
13	MAMEY CROTON (7 GAL)	75	EA	_____	_____
14	THYRALLIS	80	EA	_____	_____
15	CRAPE MYRTLE (PINK, PURPLE)	10	EA	_____	_____
16	GOLD MOUND (3 GAL)	150	EA	_____	_____
17	DWARF FIRE BUSH (3 GAL)	120	EA	_____	_____
18	TEXAS SAGE	50	EA	_____	_____



ITEM NO.	BID ITEM DESCRIPTION	QTY	UNIT	UNIT COST	TOTAL COST
19	SCHEFLERRA VARIEGATED	270	EA		
20	GREEN ISLAND FICUS (3 GAL)	675	EA		
21	CARISSA BOXWOOD	75	EA		
22	FAKAHATCHEE GRASS	40	EA		
23	COCOPLUM	150	EA		
24	DIANELLA	170	EA		

**BID TOTAL (ITEMS 1 - 24)** \$

(Written Total Dollar Amount)

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#### **IV Landscaping Design & Layout Plan**

The selected CONTRACTOR shall submit a "Landscaping Design & Layout Plan" using the items quantified in the "Schedule of Values" to be reviewed and approved by the CITY and ENGINEER. Submission of said plan shall be included in the submission of the CONTRACTOR's bid. Approval of the "Landscaping Design & Layout Plan" shall be as a part of the total bid package.

Rejection of a Landscaping Design & Layout Plan submitted by the lowest responsive and responsible bidder shall cause the CITY to reject that bid submittal and to award to the next lowest responsive and responsible bidder whose Landscaping Design & Layout Plan is acceptable to the CITY. The CITY reserves the right to make minor adjustments to any accepted Landscaping Design & Layout Plan.

Attach the Landscaping Design & Layout Plan to the last page of your bid submittal.

Submitted on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

- a. (If an individual, partnership, or non-incorporated organization)

Signature of BIDDER \_\_\_\_\_

By \_\_\_\_\_

- b. (If a corporation)

(Affix Seal)

Signature of BIDDER \_\_\_\_\_

By \_\_\_\_\_

Attested by Secretary \_\_\_\_\_

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

**BID PRICES WITHOUT THE MANUAL SIGNATURE OF AN AUTHORIZED AGENT OF THE BIDDER SHALL BE REJECTED AS NON-RESPONSIVE, NON-CONFORMING AND INELIGIBLE FOR AWARD.**

[Remainder of this page left blank intentionally]





CERTIFICATE  
(For Partnership)

I HEREBY CERTIFY that a meeting of the partners of \_\_\_\_\_, a Partnership under the laws of the State of \_\_\_\_\_ held on \_\_\_\_\_, 20\_\_\_\_, the following resolution was duly passed and adopted:

"RESOLVED, that \_\_\_\_\_ as \_\_\_\_\_ of the Partnership, is hereby authorized to execute the Bid Form dated \_\_\_\_\_, 20\_\_\_\_, between the City of Belle Glade, Florida, and this Partnership, and that the execution thereof, attested by the \_\_\_\_\_ of the Partnership be the official act and deed of this Partnership."

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

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

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

STATE OF FLORIDA

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

Sworn to and subscribed before me on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by \_\_\_\_\_ who ☐ is personally known to me or who ☐ has presented the following type of identification: \_\_\_\_\_.

\_\_\_\_\_  
Signature of Notary Public, State of Florida

\_\_\_\_\_  
Notary seal (stamped in black ink)  
OR

Printed, typed or stamped name of Notary and Commission Number



CERTIFICATE  
(For Corporation)

I HEREBY CERTIFY that a meeting of the Commission of Directors of \_\_\_\_\_, a corporation under the laws of the State of \_\_\_\_\_ held on \_\_\_\_\_, 20 \_\_\_\_, the following resolution was duly passed and adopted:

"RESOLVED, that \_\_\_\_\_, as \_\_\_\_\_ of the Corporation, is hereby authorized to execute the Bid Form dated \_\_\_\_\_, 20\_\_\_\_, between the City of Belle Glade, Florida, and this Corporation, and that the execution thereof, attested by the Secretary of the Corporation and with corporate seal affixed, shall be the official act and deed of this Corporation".

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Secretary

STATE OF FLORIDA

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

Sworn to and subscribed before me on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by \_\_\_\_\_ who ☐ is personally known to me or who ☐ has presented the following type of identification: \_\_\_\_\_.

\_\_\_\_\_  
Signature of Notary Public, State of Florida

\_\_\_\_\_  
Notary seal (stamped in black ink)

OR

Printed, typed or stamped name of Notary and  
Commission Number



**STATEMENT OF NO BID**

BID NAME: \_\_\_\_\_

BID NO: \_\_\_\_\_

COMPANY NAME: \_\_\_\_\_

PHONE NO: \_\_\_\_\_

IF "NO BID" IS OFFERED, PLEASE PROVIDE THE FOLLOWING INFORMATION:

**Please indicate reason(s) why a Bid Form is not being submitted at this time. Return this page to the Purchasing Division..**

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## CONFLICT OF INTEREST STATEMENT

This Invitation To Bid is subject to the conflict of interest provisions of the policies and Code of Ordinances of the CITY OF BELLE GLADE, the Palm Beach County Code of Ethics, and the Florida Statutes. The Bidder shall disclose to the CITY OF BELLE GLADE any possible conflicts of interests. The Bidder's duty to disclose is of a continuing nature and any conflict of interest shall be immediately brought to the attention of the CITY OF BELLE GLADE.

CHECK ALL THAT APPLY.

☐ To the best of our knowledge, the undersigned business has no potential conflict of interest for this Bid due to any other clients, contracts, or property interests.

☐ To the best of our knowledge, the undersigned business has no potential conflict of interest for this Bid as set forth in the policies and Code of Ordinances of the City of Belle Glade, as amended from time to time.

☐ To the best of our knowledge, the undersigned business has no potential conflict of interest for this Bid as set forth in the Palm Beach County Code of Ethics, as amended from time to time.

☐ To the best of our knowledge, the undersigned business has no potential conflict of interest for this Bid as set forth in Chapter 112, Part III, Florida Statutes, as amended from time to time.

**If any of the above statements were NOT checked**, the undersigned business, by attachment to this form, shall submit information which may be a potential conflict of interest due to any of the above listed reasons or otherwise.

THE UNDERSIGNED UNDERSTANDS AND AGREES THAT THE FAILURE TO CHECK THE APPROPRIATE BLOCKS ABOVE OR TO ATTACH THE DOCUMENTATION OF ANY POSSIBLE CONFLICTS OF INTEREST MAY RESULT IN DISQUALIFICATION OF YOUR BID OR IN THE IMMEDIATE CANCELLATION OF YOUR AGREEMENT, IF ONE IS ENTERED INTO.

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COMPANY OR INDIVIDUAL NAME

---

AUTHORIZED SIGNATURE

---

NAME (PRINT OR TYPE)

---

TITLE



### BIDDER'S QUALIFICATIONS STATEMENT

THE UNDERSIGNED GUARANTEES THE TRUTH AND ACCURACY OF ALL STATEMENTS AND ANSWERS HEREIN CONTAINED:

**BIDDER'S GENERAL INFORMATION:** BIDDER shall furnish the following information. Failure to comply with this requirement will render Bid non-responsive and shall cause its rejection. **Additional sheets can be attached as required.**

1. BIDDER'S Name, Principal Address, Phone Number, Fax Number, and email address:

COMPANY NAME:

CONTACT NAME:

ADDRESS:

ADDRESS:

PHONE:

FAX:

EMAIL:

License Number  
(Please Attach Copy)

Federal Tax ID#

Federal Employment ID #

2. Number of years as a Contractor in this type of work: \_\_\_\_\_

3. Number of years under your present business name? \_\_\_\_\_

4. How many years under a previous business name? List name(s) below.

5. Type of Business:

Sole Proprietorship ☐ Partnership ☐ Corporation ☐ Joint Venture ☐

If a Corporation, answer this:

If a Partnership or Individual Proprietorship, answer this:

Date of incorporation:

Date of organization:

In what State:

If a partnership, state whether partnership is general,  
limited association:





6. Names and titles of all officers, partners or individuals doing business under trade name:

Name of Officers

Name and Address of Partners:

President:

Vice President:

Vice President:

Secretary:

Treasurer:

**SUBSIDIARY OR AFFILIATED COMPANIES  
IN WHICH PRINCIPALS HAVE FINANCIAL INTEREST**

NAME AND ADDRESS OF SUBSIDIARY OR  
AFFILIATED COMPANIES

EXPLAIN IN DETAIL THE PRINCIPAL'S INTEREST IN  
THIS COMPANY AND NATURE OF BUSINESS

7. Business Structure – Corporation, Joint Venture, or Partnership. Applicants submitting applications as joint ventures, shall submit a copy of their joint venture agreement. If a joint venture or prime/subcontractor arrangement of two (2) firms, indicate how the work will be distributed between the partners.

Business Structure	Indicate By (X)	Copy of Joint Venture Agreement Attached (Y/N)	If applicable, how will work be distributed between partners?
Corporation			
Joint Venture			
Partnership			

Length of time in business for separate Firms of a Joint Venture

Firm(s) Name	Length of Time in Business



8. Principal Office Location – Location of principal office, which will be responsible for implementation of this contract. Please list telephone number (s), facsimile number (s) and email address (s).


9. Other Office Locations – Location of other offices from which resources may be drawn.

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10. Firm is a certified Minority Business Enterprise as defined in Florida Statute 287.09431  
☐ Yes ☐ No

11. Have you, in the previous five years, been denied a contract award on which you submitted the low bid in competitive bidding, or been refused prequalification? If so, please list and describe

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12. Within the previous 5 years has your organization or predecessor organizations ever failed to complete a project? If so, state name of organization and reason thereof.

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13. Within the previous 5 years has your organization been involved in litigation? \_\_\_\_\_. If so, please list and explain nature and current status or resolution

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14. Within the last 10 years has your organization been convicted of a Public Entity Crime? If so, please explain.

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15. List five SIGNIFICANT SIMILAR PROJECTS completed within the past five years.

Project 1	
Location:	
Your Contract Amount:	
Date Completed:	
Contracting Agency:	
Contact Person-Position:	
Telephone:	
Fax:	
Email:	

Project 2	
Location:	
Your Contract Amount:	
Date Completed:	
Contracting Agency:	
Contact Person-Position:	
Telephone:	
Fax:	
Email:	

Project 3	
Location:	
Your Contract Amount:	
Date Completed:	
Contracting Agency:	
Contact Person-Position:	



Telephone:	
Fax:	
Email:	

Project 4	
Location:	
Your Contract Amount:	
Date Completed:	
Contracting Agency:	
Contact Person-Position:	
Telephone:	
Fax:	
Email:	

Project 5	
Location:	
Your Contract Amount:	
Date Completed:	
Contracting Agency:	
Contact Person-Position:	
Telephone:	
Fax:	
Email:	



16. List the pertinent experience of the key individuals of your organization assigned to this project.(continue on insert sheet, if necessary).

PRINCIPAL'S NAME	TITLE	YEARS OF CONSTRUCTION EXPERIENCE	IN WHAT CAPACITY AND WITH WHOM

SUPERVISORY PERSONNEL	TITLE	YEARS OF CONSTRUCTION EXPERIENCE	IN WHAT CAPACITY AND WITH WHOM

17. List your firm, licensing, type of work licensed for, and also the licensing and types of work the individual who will have personal supervision of the work is licensed for.

Name	License#	Type of Work

18. Will you sublet any part of this WORK? If so, give details.


19. What equipment do you own that is available for the WORK? (Attach additional sheets as necessary)






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20. What equipment will you purchase for the proposed WORK? (Attach additional sheets as necessary)

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21. What equipment will you rent for the proposed WORK? (Attach additional sheets as necessary)

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22. List and disclose any and all business relations with any members of the City Commission

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23. Principal Materials Manufacturer and Subcontractors. The BIDDER who proposes to perform WORK specified and shown on the Drawings is submitting this Bid Form. The Schedule of Bid Prices shown on the preceding pages(s) has been calculated and tabulated using basic material prices. The following is a list of material manufacturers and subcontractors whose materials and services said BIDDER proposes to furnish and utilize if awarded a CONTRACT for the WORK specified herein and shown on the Plans. It is understood that the following list is not complete, but includes the names of manufacturers of the principal components and subcontractors supplying principal services to said project. It is also understood that if awarded a Contract, the BIDDER will furnish the materials of the manufacturers and utilize the services of the subcontractors stated herein and that if for any reason whatsoever BIDDER wishes to substitute materials or subcontractors BIDDER shall request permission in writing from the CITY stating fully the reason for making such a request prior to ordering same.

All manufacturers or their authorized vendors have been made aware of all the appropriate portions of the Bid Documents and agree that their materials will meet all of the requirements stated therein and deliveries will be scheduled so as not to impede the progress of the WORK.

[illegible]

[illegible]



The BIDDER acknowledges and understands that the information contained in response to this Qualification's Statement shall be relied upon by CITY in awarding the contract and such information is warranted by BIDDER to be true. The discovery of any omission or misstatement that materially affects the BIDDER'S qualifications to perform under the contract shall cause the CITY to reject the Bid, and if after the award, to cancel and terminate the award and/or contract.

The BIDDER also acknowledges that all information listed above may be checked by the CITY and authorizes all entities or persons listed above to answer any and all questions. BIDDER hereby indemnifies the CITY and persons or entities listed above and hold them harmless from any claim arising from such authorization or the exercise thereof, including the dissemination of information requested above.

By \_\_\_\_\_  
(Signature)

Date \_\_\_\_\_



## DRUG FREE WORKPLACE CERTIFICATION

**IDENTICAL TIE BIDS:** Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quantity, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program (Florida Statutes Section 287.087). In order to have a drug-free workplace program, a business shall:

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

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

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***BIDDER'S Signature***

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(Print or Type Name)





## NON-COLLUSION AFFIDAVIT

STATE OF FLORIDA

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

\_\_\_\_\_ being first duly sworn, deposes and says that:

1. BIDDER is the \_\_\_\_\_,  
(City, Partner, Officer, Representative or Agent)
2. BIDDER is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
3. Such Bid is genuine and is not a collusive or sham Bid;
4. Neither the said BIDDER nor any of its officers, partners, Citys, agents, representative, employees or parties in interest, including this affidavit, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other BIDDER, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted; or to refrain from bidding in connection with such Contract; or have in any manner, directly or indirectly, sought by agreement or collusion, or communications, or conference with any BIDDER, firm, or person to fix the price or prices in the attached Bid or any other BIDDER, or to fix any overhead, profit, or cost element of the Bid Price or the Bid Price of any other BIDDER, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against CITY, or any person interested in the proposed Contract;
5. The price of items quoted in the attached Bid are fair and proper and are not tainted by collusion, conspiracy, connivance, or unlawful agreement on the part of the BIDDER or any other of its agents, representatives, Citys, employees or parties in interest.

By \_\_\_\_\_

Sworn to and subscribed before me on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by \_\_\_\_\_  
 \_\_\_\_\_ who ☐ is personally known to me or who ☐ has presented the following type of identification: \_\_\_\_\_  
 \_\_\_\_\_.

\_\_\_\_\_  
Signature of Notary Public, State of Florida\_\_\_\_\_  
Notary seal (stamped in black ink)

OR

Printed, typed or stamped name of Notary and  
Commission Number



### TRENCH SAFETY ACT COMPLIANCE

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

Method of Compliance	Cost

BIDDER acknowledges that this cost is included in the applicable items of the Bid Form and in the Grand Total Bid Price. Failure to complete the above and sign below may result in the bid being declared non-responsive.

The BIDDER is, and the CITY and CONSULTANT are not, responsible to review or assess City's safety precautions, programs or costs, or the means, methods, techniques or technique adequacy, reasonableness of cost, sequences or procedures of any safety precaution, program or cost, including but not limited to, compliance with any and all requirements of Florida Statute Section 553.60 et. seq. cited as the "Trench Safety Act". BIDDER is, and the CITY and CONSULTANT are not, responsible to determine if any safety or safety related standards apply to the project, including, but not limited to, the "Trench Safety Act".

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**Bidders Signature**

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(Print or Type Name)



## WARRANTIES

In consideration of, and to induce the Award of the **CITY**, Construction Contract described in these Bid Documents, the Contractor represents and warrants to the City:

1. The Contractor is financially solvent and sufficiently experienced and competent to perform all of the work required of the Contractor in the Construction Contract; and
2. That the facts stated in the Contractor's Bid and information given the Contractor pursuant to the request or proposal for Bids, instructions to Contractors and Specifications are true and correct in all respects; and
3. That the Contractor has read and complied with all of the requirements set forth in the request for Bids, instructions to Contractors and Specifications; and
4. That the Contractor warrants all materials supplied by it under the terms of the Construction Contract are delivered to the City, free from any security interest, and other lien, and that the Contractor is a lawful owner having the right to sell the same and will defend the conveyance to the City, against all persons claiming the whole or any part thereof; and
5. That the materials supplied to the City, under the Construction Contract are free from the rightful claims of any persons whomsoever, by way of patent or trademark infringement or the like; and
6. That the materials supplied under the Construction Contract are merchantable within the meaning of the Uniform Commercial Code Section 2-314; and
7. That the materials supplied under the Construction Contract are free from defects in materials and workmanship under normal use and service and that any such materials found to be defective shall be replaced by the Contractor as per the attached Warranty.
8. That the materials supplied pursuant to the Construction Contract are fit for the purposes for which they are intended to be used; that under normal use and maintenance the material will continue to be fit for such purposes for the warranty period after delivery, provided that the City shall give the Contractor notice that the materials failed to fulfill the warranty; such notice shall state in what respect the materials have failed to fulfill the warranty, where upon the Contractor shall be allowed a reasonable time after receipt of such notice to correct the defect and the City agrees to cooperate in this regard. If the materials cannot be made to fulfill the Contract within the warranty period the Contractor will either furnish duplicate materials, or at its option refund the amount paid, which shall constitute a settlement in full for all damages occasioned by reason at this warranty of fitness; and
9. That this Warranty is included in exposures for which the Contractor has products liability and completed operations insurance, per the contract requirements and as shown as shown on the Certificates of such Insurance attached hereto, and the Contractor agrees to keep such insurance coverage during the period of this Warranty; and
10. That this Warranty is included in exposures for which the Contractor has insurance as provided for in article 5, General Conditions, Insurance as shown on the Certificates of such Insurance attached hereto, and the Contractor agrees to keep such insurance coverage during the period of this Warranty; and
11. That it is an express condition of this Warranty that the item(s) hereby warranted shall be operated and maintained by the City in accordance with the manufacturer's recommendations as to those portions of the item(s) that are not fabricated by the Contractor, and in accordance with the Contractor's recommendations, a copy of which has either been supplied to the City should maintain complete and accurate records made at the time of performance of maintenance showing compliance with such



instructions, and by acceptance of this Warranty, the City, agrees to present such records to the Contractor upon request in the event of a claim hereunder by the City;

12. The foregoing Warranties apply as a minimum and are supplemental to other Warranties offered. They are not substituted, but in addition to, any other Warranties offered; and
13. That it is agreed and understood by the Contractor that the City, is induced to enter the Construction Contract in reliance upon this Warranty.

**SIGNED**, sealed and delivered on this \_\_ day of \_\_\_\_\_, 20\_\_ .

(SEAL)

CONTRACTOR:

By \_\_\_\_\_

**ATTEST:**

\_\_\_\_\_  
Secretary



### SWORN STATEMENT ON PUBLIC ENTITY CRIMES

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

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

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

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

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



public interest to place the entity submitting this sworn statement on the convicted vendor list. (Attach a copy of the final order)

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

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

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

Sworn to and subscribed before me on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by \_\_\_\_\_  
\_\_\_\_\_ who ☐ is personally known to me or who ☐ has presented the following type of identification: \_\_\_\_\_  
\_\_\_\_\_.

\_\_\_\_\_  
Signature of Notary Public, State of Florida

\_\_\_\_\_  
Notary seal (stamped in black ink)

OR

Printed, typed or stamped name of Notary and Commission Number





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

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

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

\_\_\_\_\_  
Name of Contractor (Printed)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title



### **SCRUTINIZED COMPANIES CERTIFICATION FORM**

By execution below, I, \_\_\_\_\_, on behalf of \_\_\_\_\_  
(hereinafter, the "Contractor"), hereby swear or affirm to the following certifications:

The following certifications apply to all procurements:

1. The Contractor has reviewed section 215.4725, Florida Statutes, section 215.473, Florida Statutes and section 287.135, Florida Statutes, and understands the same.
2. The Contractor is not on the Scrutinized Companies that Boycott Israel List nor is the Contractor engaged in a boycott of Israel.
3. If the resulting contract is for one million dollars or more, the Contractor certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged in business operations in Cuba or Syria as identified in Section 287.135, Florida Statutes. Pursuant to Section 287.135, the City may immediately terminate the resulting contract at its sole option if the Contractor, or any of its subcontractors are found to have submitted a false certification; or if the Contractor or any of its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or are or have been engaged with business operations in Cuba or Syria during the term of the contract.
4. If awarded a contract, the Contractor agrees to require these certifications for applicable subcontracts entered into for the performance of work/services under this procurement.
5. If awarded a contract, the Contractor agrees that the certifications in this section shall be effective and relied upon by the City for the entire term of the contract, including any and all renewals.

**CONTRACTOR:**

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

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

The foregoing instrument was sworn to (or affirmed) and subscribed before this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, who is the \_\_\_\_\_ of \_\_\_\_\_, who is personally known to me or who has produced \_\_\_\_\_ as identification.

NOTARY PUBLIC  
Printed Name of Notary \_\_\_\_\_

My Commission expires: \_\_\_\_\_



## SAMPLE FORMS

**CERTIFICATE OF SUBSTANTIAL COMPLETION**

PROJECT NAME \_\_\_\_\_

CONTRACT NO \_\_\_\_\_

TO: City of Belle Glade(CITY)

AND TO  
(CONTRACTOR): \_\_\_\_\_FROM  
(CONSULTANT) \_\_\_\_\_

The WORK to which this Certificate applies has been inspected by authorized representatives of the CITY, CONTRACTOR and CONSULTANT, and that WORK is hereby declared to be substantially complete in accordance with the Contract Documents on:

\_\_\_\_\_  
(Date of Substantial Completion)

This Certificate of Substantial Completion applies to all WORK under the Contract Documents or to the following specified parts thereof:

A tentative list of items to be completed or corrected is attached hereto. This list may not be all-inclusive, and the failure to include an item in it does not alter the responsibility of CONTRACTOR to complete all the WORK in accordance with the Contract Documents. The items in the tentative list shall be completed or corrected by CONTRACTOR within \_\_\_\_\_ days of Substantial Completion.

The responsibilities between the CITY and CONTRACTOR for security, operation, safety, maintenance, heat, utilities, insurance and warranties shall be as follows:

**RESPONSIBILITIES:**

CITY:

\_\_\_\_\_

CONTRACTOR:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

The following documents are attached to and made a part of this Certificate:



This certificate does not constitute an acceptance of WORK not in accordance with the Contract Documents nor is it a release of CONTRACTOR'S obligation to complete the WORK in accordance with the Contract Documents.

Executed by CONSULTANT on

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

Consultant:: \_\_\_\_\_

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

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

CONTRACTOR accepts this Certificate of Substantial Completion:

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

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

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

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

The CITY accepts this Certificate of Substantial Completion:

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

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

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



### FINAL WAIVER, RECEIPT AND RELEASE OF LIEN

STATE OF FLORIDA COUNTY OF PALM BEACH

The undersigned CONTRACTOR being first duly sworn, deposes and says, as follows:

1. In consideration of the final payment in the amount of \$\_\_\_\_\_, CONTRACTOR hereby waives and releases its lien and any and all right to claim a lien for labor, services or materials furnished to the City of Belle Glade(CITY) to the following described property:

PROJECT NAME \_\_\_\_\_

CONTRACT NO. \_\_\_\_\_

2. CONTRACTOR has fully completed all construction and work under the Contract and Title to all work, materials and equipment under the Contract passes to the CITY at the time of final payment, free and clear of all liens. Furthermore, all labors, and material men and subcontractors have been paid in full for performing or furnishing the work, labor or materials under the Contract as evidenced by the attached signed copies of their Final Receipt and Release of Lien.

3. The above payment includes full and final payment for all extra work, material and incidentals.

4. All non-exempt taxes imposed by Chapter 212, Florida Statutes (Sales and Use Tax Act), as amended, have been paid and discharged.

5. Per paragraph 5.1.2 of the General Conditions, The CONTRACTOR is attaching a Maintenance and Guaranty Bond payable to the City in the amount of 50% of the Performance and Payment Bonds to provide a guarantee against defects in the WORK occurring during the year following the one-year correction period.

6. This statement under oath is given in compliance with Sections 713.05 and 713.06, Florida Statutes.

ATTEST:

\_\_\_\_\_  
Corporate Secretary  
(SEAL)

\_\_\_\_\_  
Affiant Contractor

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

Sworn to and subscribed before me on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by \_\_\_\_\_  
\_\_\_\_\_ who ☐ is personally known to me or who ☐ has presented the following type of identification: \_\_\_\_\_  
\_\_\_\_\_.

\_\_\_\_\_  
Signature of Notary Public, State of Florida

\_\_\_\_\_  
Notary seal (stamped in black ink)

OR

Printed, typed or stamped name of Notary and  
Commission Number



**CHANGE ORDER**

PROJECT: \_\_\_\_\_ CHANGE ORDER #: \_\_\_\_\_  
 \_\_\_\_\_ CONTRACT #: \_\_\_\_\_  
 \_\_\_\_\_ ISSUE DATE: \_\_\_\_\_  
 \_\_\_\_\_ EFFECTIVE DATE: \_\_\_\_\_  
 CONTRACTOR: \_\_\_\_\_

YOU ARE DIRECTED TO MAKE THE FOLLOWING CHANGES IN THIS CONTRACT:

1. DESCRIPTION:

2. REASON:

<b>CHANGE IN CONTRACT PRICE:</b>		<b>CHANGE IN CONTRACT TIME:</b>	
ORIGINAL CONTRACT PRICE		ORIGINAL CONTRACT TIME	
\$ _____		_____	
NET CHANGES FROM PREVIOUS CHANGE ORDERS No. _____ TO No: _____		NET CHANGES FROM PREVIOUS CHANGE ORDERS No. _____ TO No: _____	
\$ _____		COMPLETION DATE: _____ DAYS	
CONTRACT PRICE PRIOR TO THIS CHANGE ORDER		CONTRACT TIMES PRIOR TO THIS CHANGE ORDER	
\$ _____		COMPLETION DATE: _____	
NET INCREASE (DECREASE) OF THIS CHANGE ORDER		NET INCREASE (DECREASE) OF THIS CHANGE ORDER	
\$ _____		COMPLETION DATE: _____ DAYS	
CONTRACT PRICE WITH ALL APPROVED CHANGE ORDERS		CONTRACT TIME WITH ALL CHANGE ORDERS	
\$ _____		COMPLETION DATE: _____	
ENGINEER/CONSULTANT RECOMMENDED:	CITY RECOMMENDED:	CONTRACTOR ACCEPTED:	
BY: _____	BY: _____	BY: _____	
PRINTED: _____	PRINTED: _____	PRINTED: _____	
TITLE: _____ TYPED	TITLE: _____ TYPED	TITLE: _____ TYPED	
DATE: _____	DATE: _____	DATE: _____	
APPROVED BY:			
CONSULTANT	CITY CONSTRUCTION MANAGER	CONTRACTOR	
DATE	DATE	DATE:	



### PRODUCT SUBSTITUTION REQUEST FORM

- A. Specified Product \_\_\_\_\_
- B. Sheet No./Specification Section and Paragraph \_\_\_\_\_
- C. Contractor/CM has reviewed proposed substitution? Yes \_\_\_\_\_ No \_\_\_\_\_
- D. Requested Product Substitution: \_\_\_\_\_  
\_\_\_\_\_
- E. Does Product Meet or Exceed Specified Product Requirements? Yes \_\_\_\_\_ No \_\_\_\_\_
- F. Does Product Substitution affect dimensions shown on Drawings? Yes \_\_\_\_\_ No \_\_\_\_\_
- G. Reason for Requested Substitution: \_\_\_\_\_  
\_\_\_\_\_
- H. Cost Difference between Product Specified and Product Proposed:  
Add \$ \_\_\_\_\_ Subtract \$ \_\_\_\_\_
- I. Electrical Requirements equal to Specified Product: Yes \_\_\_\_\_ No \_\_\_\_\_ N/A \_\_\_\_\_  
(If No or N/A, explain): \_\_\_\_\_  
\_\_\_\_\_
- J. Plumbing Requirements equal to Specified Product: Yes \_\_\_\_\_ No \_\_\_\_\_ N/A \_\_\_\_\_  
(If No or N/A, explain): \_\_\_\_\_  
\_\_\_\_\_
- K. Mechanical Requirements equal to Specified Product: Yes \_\_\_\_\_ No \_\_\_\_\_ N/A \_\_\_\_\_  
(If No or N/A, explain): \_\_\_\_\_  
\_\_\_\_\_
- L. Does the Product Substitution have any effect on other trades? Yes \_\_\_\_\_ No \_\_\_\_\_  
(If yes, explain): \_\_\_\_\_  
\_\_\_\_\_
- M. Contractor/CM shall pay for changes in building design, including engineering and detailing costs, caused by requested product substitution.
- N. Signature of Contractor/CM shall verify that function, appearance and quality of proposed substitution is equivalent or superior to specified item.
- O. Contractor/CM assumes responsibility for delay or claims arising from review and evaluation of requested product substitution.
- P. Approval of proposed substitution shall have no effect on coordination and installation of work in accord with contract documents.



Submitted by: \_\_\_\_\_ For Use by the CONSULTANT and CITY: \_\_\_\_\_

\_\_\_\_\_  
Contractor/CM

\_\_\_\_\_  
Received Too Late

\_\_\_\_\_  
Firm

\_\_\_\_\_  
Not Accepted

\_\_\_\_\_  
Approved As Noted

\_\_\_\_\_  
Approved For Bidding Only, Final Approval Contingent  
Upon Submittal of Information in Accord with this Section

\_\_\_\_\_  
Date

\_\_\_\_\_  
CONSULTANT

\_\_\_\_\_  
Date

\_\_\_\_\_  
CITY



<b>PROJECT RAIN DAY FORM</b>				Month
Project Name				Project Number
Contractor			City's Authorized Representative	
DAY	MORNING COND./TIME	AFTERNOON COND./TIME	SUPERINTENDENT SIGNATURE	AUTH. CITY'S REP. SIGNATURE
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## SUBMITTAL COVER FORM

SUBMITTAL NO.	CONSULTANT PROJECT NO: _____
PROJECT:	CITY PROJECT NO: _____
ITEM:	DATE: _____

SPEC. SECTION: \_\_\_\_\_

PARAGRAPH NO: \_\_\_\_\_

PRIME  
CONTRACTOR: \_\_\_\_\_CHECKED AND APPROVED FOR SUBMISSION  
BY: \_\_\_\_\_ DATE: \_\_\_\_\_

SUB-

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

MANUFACTURER:  
\_\_\_\_\_

(RESERVE THE SPACE BELOW FOR COMMENTS OR DATE &amp; SHOP DRAWING REVIEW STAMPS)

COMMENTS / REVIEW STAMPS	SUBMITTAL REVIEW BY CONSULTANT, _____
	<p>Date: _____ By: _____</p> <p>Approved <b>APP</b> ( ) Approved as Corrected <b>A/C</b> ( )</p> <p>If checked above, fabrication <b>MAY</b> be undertaken. Approval does not authorize changes in contract Sum unless stated in separate letter or Change Order.</p> <p>If checked below, fabrication <b>MAY NOT</b> be undertaken. Resubmit corrected copies for final approval. Correction shall be limited to items marked.</p> <p>Revise and resubmit <b>R/R</b> ( ) Not Approved <b>REJ</b> ( )</p> <p>_____</p> <p>Reviewing is only for conformance with the design concept of the Project and compliance with the information given in the Contract Documents. The contractor is responsible for dimensions to be confirmed and correlated at the site; for information that pertains solely to the fabrication processes or to the means, methods, techniques, sequences and procedures of construction; and for coordination of the Work of all trades.</p>

**If Substitution, submittal shall include information required by the General Conditions.**