

CITY OF HOLLY HILL, FLORIDA

CITY COMMISSION

AGENDA • JUNE 27, 2017

City Commission Chamber

Regular City Commission Meeting

7:00 PM

CITY HALL
1065 RIDGEWOOD AVENUE
HOLLY HILL, FL 32117

City Clerk's office: (386) 248-9441 - Fax: (386) 248-9448



City Commission Chamber
City Hall
1065 Ridgewood Avenue
Holly Hill, FL 32117

CITY COMMISSION MEMBERS

Mayor
John Penny

District 1 - Commissioner
Arthur J. Byrnes

District 3 - Commissioner
John C. Danio

District 2 - Commissioner
Penny Currie

District 4 - Commissioner
Chris Via

CITY MANAGER
Joseph Forte

CITY CLERK
Valerie Manning

1. CALL TO ORDER

- a. Roll Call
- b. Invocation
- c. Pledge of Allegiance

2. PUBLIC COMMENTS**3. APPROVAL OF MINUTES**

- 1. Minutes - June 13, 2017 - Regular City Commission and CRA Meeting
(Requested by Valerie Manning, City Clerk)

4. CONSENT AGENDA - ITEMS (1 - 4)

The action proposed is stated for each item on the Consent Agenda. Unless a City Commissioner removes an item from the Consent Agenda, no discussion on individual items will occur and a single motion will approve all items. Is there anyone in the audience who wishes to speak on any item on the Consent Agenda?

- 1. Resolution Resolution 2017-R-35 A Resolution of the City Commission of the City of Holly Hill, Florida, Awarding the Bid to Hydro International to Perform the Project "WWTP Biological Treatment Units Cleaning" in the Amount Not to Exceed \$39,150.00; Authorizing the City Manager to Execute the Agreement; Providing for Severability; and Providing for an Effective Date.
(Requested by Mark Juliano, Public Works)
- 2. Resolution Resolution 2017-R-36 A Resolution of the City of Holly Hill, Volusia County, Florida, Urging Members of the State Legislature to Adopt Legislation Amending Current Animal Cruelty Laws to Impose Stricter, Harsher Punishment and Penalties for Acts of Animal Cruelty.
(Requested by Valerie Manning, City Clerk)
- 3. Halifax Humane Society Agreement 2017-2018
(Requested by Valerie Manning, City Clerk)
- 4. Asset Surplus Request
(Requested by Mark Juliano, Public Works)

5. REGULAR AGENDA

- 1. Site Access Agreement 1200 Center Ave. to Outline Conditions Under Which Fountainhead Will be Permitted to Undertake Certain Activities on the Property Prior to Closing.
(Requested by Joseph Forte, City Manager)
- 2. City Planner Non-Union Position

(Requested by Valerie Manning, City Clerk)

3. Sport Pylon Air Races, LLC Agreement

(Requested by Valerie Manning, City Clerk)

6. PUBLIC HEARINGS - NONE

Please silence any cell phone, pager or noise making device as not to interrupt the meeting. Staff will introduce each item for consideration, with comments and recommendations. The applicant or appellant and supporters will be heard first. Those in opposition to the request will be heard next. Comments should be restricted to pertinent information regarding the agenda item under discussion. Out of courtesy to others, we ask that speakers keep their comments brief and try to limit these comments to information not previously discussed. Speakers should state their name and address clearly for the record. The City Clerk's office is required to retain any documents, photographs, drawings, etc. that are shown to the City Commissioners in support of a position. The City Commission may ask questions of speakers or of staff members. The Mayor will then ask the City Commission to make a recommendation or motion. Once a motion has been made and seconded, discussion will be closed to the floor. Following City Commission discussion, a vote will be taken. During voting, Commissioners who do not cast objecting votes are considered to have voted in support of the motion.

7. COMMUNICATIONS

- A. City Manager & Staff Comments
- B. City Attorney Comments
- C. Mayor's Comments
- D. City Commission Comments

8. ADJOURNMENT

Website Address – www.hollyhillfl.org (City Clerk)

NOTICE – If any person decides to appeal any decision of the City Commission at this meeting, he/she will need a record of the proceedings and, for that purpose, he/she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. The City does not prepare or provide such a record.



For special accommodations, please notify the City Clerk's Office at least 72 hours in advance. (386) 248-9441



Help for the hearing impaired is available through the Assistive Listening System. Receivers can be obtained from the City Clerk's Office.

In accordance with the Americans with Disabilities Act (ADA), persons needing a special accommodation to participate in the Commission proceedings should contact the City Clerk's Office no later than three (3) days prior to the proceedings.



**STAFF REPORT
CITY OF HOLLY HILL, FLORIDA**

**City Commission
Agenda Item**

MEETING DATE: June 27, 2017
FROM: Valerie Manning
SUBJECT: Minutes - June 13, 2017 - Regular City Commission and CRA Meeting
NUMBER: (ID # 1709)
APPLICANT:
PLANNER:

DISCUSSION:

Minutes from the June 13, 2017 Regular City Commission meeting and CRA meeting.

FISCAL ANALYSIS:

N/A

STAFF RECOMMENDATION:

Approve minutes.

COMMISSION GOAL:

N/A

MOTION:

Approve minutes as submitted by staff.

- Minutes - June 13, 2017 - Regular City Commission and CRA meeting (PDF)



CITY OF HOLLY HILL, FLORIDA

CITY COMMISSION

MINUTES • JUNE 13, 2017

City Commission Chamber

Regular City Commission Meeting

7:00 PM

CITY HALL
1065 RIDGEWOOD AVENUE
HOLLY HILL, FL 32117

City Clerk's office: (386) 248-9441 - Fax: (386) 248-9448

1. CALL TO ORDER

a. Roll Call

Attendee Name	Title	Status	Arrived
Arthur J. Byrnes	District 1 - Commissioner	Present	
Penny Currie	District 2 - Commissioner	Present	
John C. Danio	District 3 - Commissioner	Present	
Chris Via	District 4 - Commissioner	Present	
John Penny	Mayor	Present	

b. Invocation

Commissioner Via led the invocation.

c. Pledge of Allegiance

Commissioner Via led the Pledge of Allegiance to the Flag.

2. RECESS THE CC MTG & CONVENE AS THE CRA

3. CRA AGENDA - ITEM (1)

1.

FPL Binding Agreement for Contribution-In-Aid-Of-Construction for US-1 Overhead to Underground Phase

(Requested by Mark Juliano, Public Works)

Mayor Penny opened public participation. No one spoke.

*Commissioner Currie made a motion to **APPROVE** the **FPL BINDING AGREEMENT FOR CONTRIBUTION IN AID OF CONSTRUCTION FOR US1 OVERHEAD TO UNDERGROUND PHASE**, seconded by Commissioner Danio.*

PASSED, 5-0.



4. ADJOURN AS THE CRA & RECONVENE THE CC MTG

Attachment: Minutes - June 13, 2017 - Regular City Commission and CRA meeting (1709 : Minutes)

5. PUBLIC COMMENTS

No one spoke.

6. APPROVAL OF MINUTES

1.

Minutes - May 23, 2017 - Workshop - Mid Year Budget Review and Regular City Commission Meeting

(Requested by Valerie Manning, City Clerk)

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Arthur J. Byrnes, District 1 - Commissioner
SECONDER:	Chris Via, District 4 - Commissioner
AYES:	Byrnes, Currie, Danio, Via, Penny

Enacted and approved this 13th day of June, 2017, in Holly Hill



7. CONSENT AGENDA - ITEMS (1 - 5)

No one spoke to any item on the Consent Agenda and no one from the Commission pulled an item for further discussion.

1.

CDBG Cooperation Agreement

(Requested by Mark Juliano, Public Works)

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Chris Via, District 4 - Commissioner
SECONDER:	John C. Danio, District 3 - Commissioner
AYES:	Byrnes, Currie, Danio, Via, Penny

Enacted and approved this 13th day of June, 2017, in Holly Hill



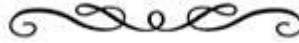
2.

Waste Management CPI Change Effective 10/1/17

(Requested by Kurt Swartzlander, Finance)

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Chris Via, District 4 - Commissioner
SECONDER:	John C. Danio, District 3 - Commissioner
AYES:	Byrnes, Currie, Danio, Via, Penny

Enacted and approved this 13th day of June, 2017, in Holly Hill



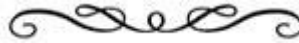
3.

Volusia County MOU for Rabies Control

(Requested by Valerie Manning, City Clerk)

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Chris Via, District 4 - Commissioner
SECONDER:	John C. Danio, District 3 - Commissioner
AYES:	Byrnes, Currie, Danio, Via, Penny

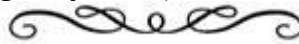
Enacted and approved this 13th day of June, 2017, in Holly Hill



4.

American Red Cross Facility Use Agreement

(Requested by Valerie Manning, City Clerk)



5.

FDOT Lighting Maintenance Agreement

(Requested by Joseph Forte, City Manager)

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Chris Via, District 4 - Commissioner
SECONDER:	John C. Danio, District 3 - Commissioner
AYES:	Byrnes, Currie, Danio, Via, Penny

Enacted and approved this 13th day of June, 2017, in Holly Hill



8. REGULAR AGENDA

1. Resolution

Resolution 2017-R-34 A Resolution of the City Commission of the City of Holly Hill, Florida, Awarding the Classification and Compensation Study to Evergreen LLC.; and Authorize the City Manager to Execute a Contract with Evergreen LLC.; and Authorizing the City Manager to Appropriate Additional Funds for the Funding of a Classification and Compensation Study; Providing for Severability; and Providing for an Effective Date.

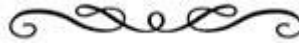
(Requested by Kurt Swartzlander, Finance)

Mayor Penny opened public participation. No one spoke.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Penny Currie, District 2 - Commissioner
SECONDER:	John C. Danio, District 3 - Commissioner
AYES:	Byrnes, Currie, Danio, Via, Penny

RESOLUTION

Enacted and approved this 13th day of June, 2017, in Holly Hill



2.

555 8Th Street Approved Business Use

(Requested by Thomas Harowski, Board of Planning and Appeals)

Mayor Penny opened public participation. The applicant, Collin McMillan stated that he was there to answer any questions they may have. Mayor Penny closed public participation.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Arthur J. Byrnes, District 1 - Commissioner
SECONDER:	Chris Via, District 4 - Commissioner
AYES:	Byrnes, Currie, Danio, Via, Penny

Enacted and approved this 13th day of June, 2017, in Holly Hill



3.

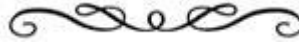
FPL Binding Agreement for Contribution-In-Aid-Of-Construction for US-1 Overhead to Underground Phase

(Requested by Mark Juliano, Public Works)

Mayor Penny opened public participation. No one spoke.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Penny Currie, District 2 - Commissioner
SECONDER:	John C. Danio, District 3 - Commissioner
AYES:	Byrnes, Currie, Danio, Via, Penny

Enacted and approved this 13th day of June, 2017, in Holly Hill



4.

Voting Delegate for FLC Conference

(Requested by Valerie Manning, City Clerk)

Commissioner Via was elected to be the voting delegate at the upcoming 91st Annual FLC Conference in August.

Mayor Penny opened public participation. No one spoke.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	John C. Danio, District 3 - Commissioner
SECONDER:	Arthur J. Byrnes, District 1 - Commissioner
AYES:	Byrnes, Currie, Danio, Via, Penny

Enacted and approved this 13th day of June, 2017, in Holly Hill



5.

Request for Lien Reduction and Record a Satisfy of the Lien When Paid - 1141 Powers Avenue

(Requested by Joseph Forte, City Manager)

Mayor Penny opened public participation. No one spoke.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Arthur J. Byrnes, District 1 - Commissioner
SECONDER:	John C. Danio, District 3 - Commissioner
AYES:	Byrnes, Currie, Danio, Via, Penny

Enacted and approved this 13th day of June, 2017, in Holly Hill



9. PUBLIC HEARINGS

1. Ordinance

Ordinance 2994 An Ordinance of the City of Holly Hill, Florida, Amending the Land Development Regulations by Deleting Section 110-10 (J) Certification of Design from Chapter 110 Signs; Providing for Conflicting Ordinances; Providing for Severability; and Providing for an Effective Date.

(Requested by Thomas Harowski, Board of Planning and Appeals)
Mayor Penny opened public participation. No one spoke.

RESULT:	ADOPTED AT 2ND READING [4 TO 1]
MOVER:	John C. Danio, District 3 - Commissioner
SECONDER:	Penny Currie, District 2 - Commissioner
AYES:	Currie, Danio, Via, Penny
NAYS:	Byrnes

ORDINANCE

Enacted and approved this 13th day of June, 2017, in Holly Hill



10. COMMUNICATIONS

A. City Manager & Staff Comments

a.

Budget Amendment(S) - Staff Report Only City Manager Level Amendment(S)

(Requested by Kurt Swartzlander, Finance)

For informational purposes only.

Mr. Forte informed the Mayor and Commissioners that Phil Sommerlad passed away last evening. He served on the Civil Service Board for many years as well as the Fire Fighters Pension Trust Board. Mr. Forte mentioned that the Volusia County allocations were included in the General Appropriations Act that was passed by the Florida Legislature for FY 2017-2018 and Holly Hill was given \$1.5 million for sidewalks and street resurfacing for US1/SR5 from 6th Street to Flomich Street. Street resurfacing and sidewalks will be the main priority for those funds.

RESULT:	INFORMATION ONLY
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Enacted and approved this 13th day of June, 2017, in Holly Hill



B. City Attorney Comments

None.

C. Mayor's Comments

Mayor Penny informed the Commission that he received a call from someone who attended the Country 500 at the speedway last week and informed him that one of our officers did a great job directing traffic and standing out in the heat helping while he noticed another officer from another municipality sat in the air-conditioned vehicle all day. Mayor Penny asked Deputy Chief Miller if he could find out who that officer was from our City and thank him. Mayor Penny mentioned that there is a girl named Zoey Adams, six years old, who has been diagnosed with Sanfilippo Syndrome. He was asked to do a proclamation for Zoey so he presented her with it the other day at a benefit gathering the family was hosting in Edgewater the other day. The benefit was to help with her treatments and educate other families who may be going through the same thing.

D. City Commission Comments

Commissioner Danio thanked those who attended the Memorial Day event; hopes that next year there could be more advertising for it so it can be well attended.

Commissioner Via mentioned he attended the IEMO Basic Training Class for elected officials; good sessions and looks forward to attending the others in the future.

Commissioner Byrnes stated that he appreciates the various classes/sessions that the FLC puts on for elected officials; they are always very helpful. Commissioner Byrnes mentioned the Cyber Security Day Camp at Daytona State College; appreciates the food trucks coming here to City Hall and hopes that it will be better attended so they can continue to come here.

Commissioner Currie stated the other two courses that IEMO has, Commissioner Via will enjoy those.

Mayor Penny mentioned that he attend the Teacher Appreciation Luncheon on the last day of school for the teachers; very positive feedback he is receiving with the new Principal there; lots of positive changes taking place.

11. ADJOURNMENT

The meeting adjourned at approximately 7:40 PM.



**STAFF REPORT
CITY OF HOLLY HILL, FLORIDA**

**City Commission
Resolution**

MEETING DATE: June 27, 2017
FROM: Mark Juliano
SUBJECT: Resolution 2017-R-35 A Resolution of the City Commission of the City of Holly Hill, Florida, Awarding the Bid to Hydro International to Perform the Project "WWTP Biological Treatment Units Cleaning" in the Amount Not to Exceed \$39,150.00; Authorizing the City Manager to Execute the Agreement; Providing for Severability; and Providing for an Effective Date.
NUMBER: (ID # 1704)
APPLICANT:
PLANNER:

DISCUSSION:

The Wastewater Treatment Plant needs to have Biological Treatment Unit 1 (West Unit) cleaned. The process will consist of pumping the unit dry, removing rags and solids that have collected in the bottom of the unit, and hauling off the removed debris. The City received bids for the above referenced project on June 1, 2017. Three (3) contractors submitted bids of which Hydro International of Hillsboro, Oregon submitted the lowest base bid amount of \$39,150.00. The City has decided not to include either of the two alternates proposed.

FISCAL ANALYSIS:

This project is funded in the Wastewater Renewal and Replacement Fund, 480-3020-535- 6300.

STAFF RECOMMENDATION:

Approve the award of the bid and authorize the City Manager to enter into a contract with Hydro International for the base bid amount not to exceed \$39,150.00.

COMMISSION GOAL:

Goal #1: Develop and maintain a sound and sustainable financial plan for the city that establishes sufficient reserves for all funds, ensures (whenever possible) that user fees pay for services rendered, provides a realistic capital improvement program, and encourages

public/private sector partnerships and intergovernmental partnerships.

Goal #4: Provide proficient public health and safety services in terms of police and fire protection, water, storm water, waste water and solid waste management and disaster preparedness with a focus on intergovernmental collaboration, private sector partnerships, and utilization of technologies and proven innovations.

MOTION:

APPROVE RESOLUTION 2017-R-35, AND AWARD THE BID TO HYDRO INTERNATIONAL FOR THE WWTP BIOLOGICAL TREATMENT UNITS CLEANING IN THE AMOUNT NOT TO EXCEED \$39,150.00 AND AUTHORIZE THE CITY MANAGER TO EXECUTE THE AGREEMENT.

ATTACHMENTS:

- HH122 Recommendation of Award (2) (PDF)
- HH122 Bid Tab (1) (XLS)
- HH122_WWTP BTU Cleaning_Bid Set Specs_05.10.17 (2) (PDF)
- Addendum 1 for vendorlink (PDF)

Resolution No. (ID # 1704)**RESOLUTION 2017-R-35 A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, AWARDED THE BID TO HYDRO INTERNATIONAL TO PERFORM THE PROJECT "WWTP BIOLOGICAL TREATMENT UNITS CLEANING" IN THE AMOUNT NOT TO EXCEED \$39,150.00; AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.****RESOLUTION 2017-R-35**

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, AWARDED THE BID TO HYDRO INTERNATIONAL TO PERFORM THE PROJECT "WWTP BIOLOGICAL TREATMENT UNITS CLEANING" IN THE AMOUNT NOT TO EXCEED \$39,150.00; AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Holly Hill received three (3) bids for this project and the low bidder is Hydro International of Hillsboro, Oregon in the amount of \$39,150.00; and

WHEREAS, City staff recommends approval of the award of the bid for the project WWTP Biological Treatment Units Cleaning for a total amount not to exceed \$39,150.00.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA:

SECTION 1. That the City Commission of the City of Holly Hill does hereby approve the agreement with Hydro International to perform the project WWTP Biological Treatment Units Cleaning.

SECTION 2. That the City Manager of the City of Holly Hill is hereby authorized to execute the agreement with Hydro International of Hillsboro, Oregon to perform the WWTP Biological Treatment Units Cleaning in the amount not to exceed \$39,150.00.

SECTION 3. SEVERABILITY. If any section or portion of a section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other section or part of this Resolution.

SECTION 4. EFFECTIVE DATE. This Resolution shall take effect immediately upon adoption by the City Commission.

APPROVED AND AUTHENTICATED on this 27th day of JUNE, 2017.

June 6, 2017

Walt Smyser
Public Works Deputy Director
City of Holly Hill
453 LPGA Boulevard
Holly Hill, FL 32117

Email: wsmyser@hollyhillfl.org
Hard Copy Mailed Only on Request

**CITY OF HOLLY HILL
WWTP BIOLOGICAL TREATMENT UNITS CLEANING – RE-BID
RECOMMENDATION OF AWARD**

Dear Mr. Smyser:

As you are aware, the City received bids for the above referenced project on June 1, 2017. Three (3) contractors submitted bids of which Hydro International of Hillsboro, Oregon submitted the lowest base bid amount of \$39,150.00. The second bid was received from EnviroWaste Services of Miami, Florida with a base bid amount of \$40,000.00. The City has decided not to include either of the two alternates proposed.

We have reviewed Hydro International's bid package and have found it responsive. The listing of similar projects indicate that they are qualified to complete this project. We, therefore, recommend award of this project to Hydro International for the base bid amount of \$39,150.00.

Contact our office if you have any questions.

Sincerely,
QUENTIN L. HAMPTON ASSOCIATES, INC.



Kevin A. Lee, P.E.
Project Manager

KAL:bf

CITY OF HOLLY HILL
WASTEWATER TREATMENT PLANT BTU CLEANING
BID# 16WW05 RE-BID
BID DATE: JUNE 1, 2017 @ 2:00 PM
BID TABULATION

ITEM NO.	DESCRIPTION	QTY	UNIT	Hydro International Holly Hill, FL		EnviroWaste Services Group, Inc. Miami, FL		G3 Contracting, Inc. S. Daytona, FL	
				UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL
1	Drain and Clean Existing Biological Units	1	EA	\$24,750.00	\$24,750.00	\$20,000.00	\$20,000.00	\$93,460.00	\$93,460.00
2	Hauling and Disposal of Sludge	80	TN	\$180.00	\$14,400.00	\$250.00	\$20,000.00	\$200.00	\$16,000.00
				Total Base Bid	\$39,150.00	Total Base Bid	\$40,000.00	Total Base Bid	\$109,460.00
Alt 1	Drain and Clean Existing Biological Units	1	EA	\$24,750.00	\$24,750.00	\$20,000.00	\$20,000.00	\$93,460.00	\$93,460.00
Alt 2	Hauling and Disposal of Sludge	80	TN	\$180.00	\$14,400.00	\$250.00	\$20,000.00	\$200.00	\$16,000.00
BID TOTAL					\$78,300.00		\$80,000.00		\$218,920.00

Attachment: HH122 Bid Tab (1) (1704 : WWTP Biological Treatment Units Cleaning)

Bidding/Contract Documents and Specifications
for

CITY OF HOLLY HILL, FLORIDA



WASTEWATER TREATMENT PLANT BTU CLEANING

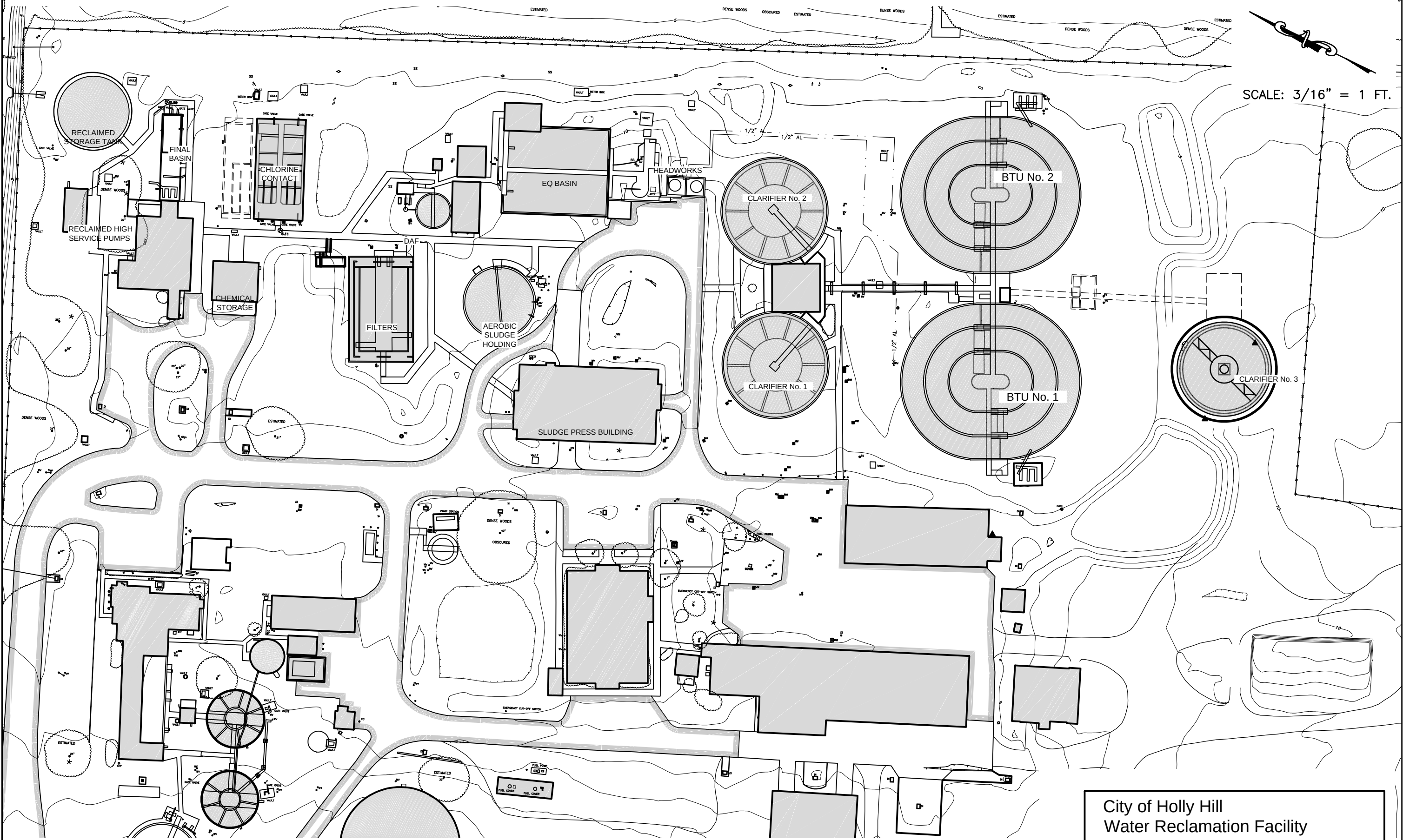
BID # 16WW05 RE-BID

May 2017

Prepared by:

QLH

Quentin L. Hampton Associates
Civil & Environmental Engineers
www.QLHA.com (386) 761-6810



LOCATION PLAN

City of Holly Hill
Water Reclamation Facility
453 L.P.G.A. Boulevard, Holly Hill, Florida

DATE		BY		REVISION	
DESCRIPTION		DATE		DESCRIPTION	

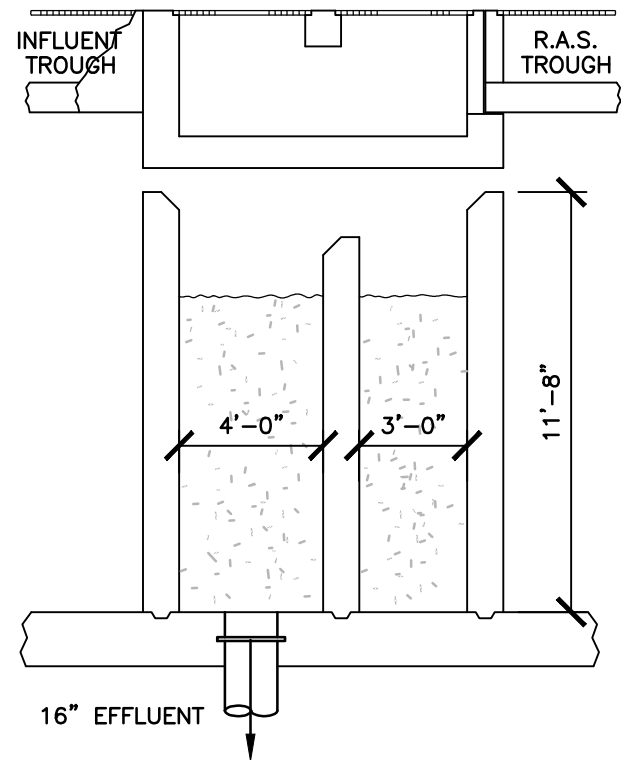
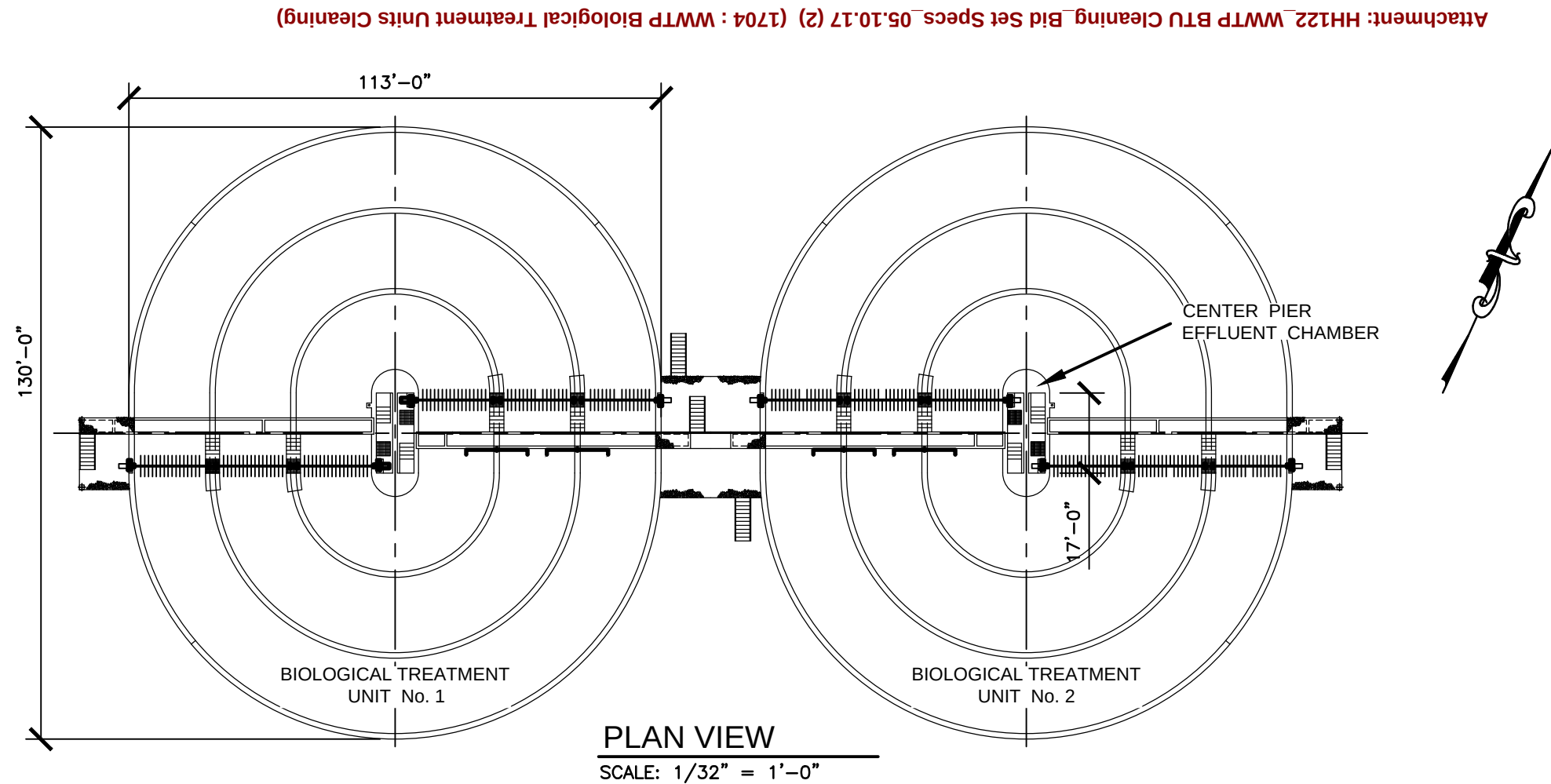
QUENTIN L. HAMPTON ASSOCIATES, INC.
CONSULTING ENGINEERS
FLORIDA CERTIFICATE OF AUTHORIZATION NUMBER: 626
P.O. DRAWER 290247 PORT ORANGE, FLORIDA 32129-0247 386 761-6810

CITY OF HOLLY HILL
WASTEWATER TREATMENT PLANT

WASTEWATER TREATMENT FACILITY
BIOLOGICAL TREATMENT UNITS CLEANING

BRADLEY T. BLAIS, P.E.
DAVID A. KING, P.E.
ANDREW M. GIANNINI, P.E.
KEVIN A. LEE, P.E.

DESIGNED	DATE	SCALE	SHEET NO.
DRAWN	DATE	AS SHOWN	1
CHECKED	DATE		OF 2
APPROVED	DATE		



NOTES:

1. CONTRACTOR TO REMOVE GRIT, SAND, AND RAGS FROM ONE (1) BIOLOGICAL TREATMENT UNIT AS BASE BID AND ALTERNATE PRICING FOR ADDITIONAL MATERIAL THAT MAY INCLUDE UP TO TWO (2) BIOLOGICAL TREATMENT UNITS. SCOPE TO INCLUDE REMOVAL OF MATERIAL IN OXIDATION DITCH AND CENTER PIER EFFLUENT CHAMBER. EACH BASIN MAY BE TAKEN OUT OF SERVICE INDIVIDUALLY.
2. CONTRACTOR TO PROVIDE PERSONNEL TO TURN ALL VALVES TO TAKE BASIN OFFLINE, MIXED LIQUOR FROM THE BTU TO BE PUMPED TO ADJACENT BTU BY CONTRACTOR. REMAINING 4 FT MAY BE DRAINED TO SITE GRAVITY SYSTEM, TANK DRAINS SHALL HAVE TEMPORARY SCREENS INSTALLED DURING DRAINING. CONTRACTOR TO PROVIDE TEMPORARY PUMPING FROM ONE BASIN TO ANOTHER FOR EXPEDITED DRAINING OF THE BTU.
3. CONTRACTOR TO FLUSH DRAINS AND CLEAN BASIN, WITH REUSE WATER PROVIDED BY THE CITY, AS REQUIRED TO MINIMIZE ODORS.

DATE		BY	DESCRIPTION		DATE	BY	REVISION DESCRIPTION		QUENTIN L. HAMPTON ASSOCIATES, INC. CONSULTING ENGINEERS FLORIDA CERTIFICATE OF AUTHORIZATION NUMBER: 626 FAX 386 761-3977 P.O. DRAWER 290247 PORT ORANGE, FLORIDA 32129-0247 386 761-6810				CITY OF HOLLY HILL WASTEWATER TREATMENT PLANT		WASTEWATER TREATMENT FACILITY BIOLOGICAL TREATMENT UNITS CLEANING		BRADLEY T. BLAIS, P.E. DAVID A. KING, P.E. ANDREW M. GIANNINI, P.E. KEVIN A. LEE, P.E.		DESIGNED		DATE		SCALE AS SHOWN	SHEET NO. 2 OF 2
																			DRAWN	SEM	DATE	07/16		
																			CHECKED		DATE			
																			APPROVED		DATE			

**TABLE OF CONTENTS
CITY OF HOLLY HILL
WASTEWATER TREATMENT PLANT BTU CLEANING
BID NO. 16WW05 RE-BID**

<u>Section</u>	<u>Title</u>
DIVISION 0 - BIDDING AND CONTRACT REQUIREMENTS	
00020	Invitation to Bid
00100	Instruction to Bidders
00110	Local Bidder Preference
00300	Proposal
00310	Schedule of Unit Prices
00320	Statement of Bidder's Qualifications
00330	Listing of Subcontractors
00331	Listing of Previous Experience
00410	Bid Bond
00470	Sworn Statement under Section 287.133(3)(a), Florida Statutes, on Public Entity Crimes
00480	Anti-Collusion Statement
00485	Drug Free/Tie Preference Statement
00490	Trench Safety Affidavit
00500	Agreement
00620	Certificate as to Corporate Principal
00640	Payment and Performance Bond and Public Construction Bond
00650	Certificate of Insurance for Public Liability & Property Damage
00660	Affidavit Regarding Workman's Compensation
00665	Certificate of Insurance For Workman's Compensation
00670	Contractor's Statement Under Oath, To Owner
00680	Receipt and Release
00690	Consent of Surety For Final Payment
00700	Standard General Conditions of the Construction Contract
00705	Release of All Claims
00800	Supplementary Conditions
00800A	Contractor's Standard Insurance Requirement and Indemnification Clause
00840	Contractor Request for Information (RAI)
00841	Notice of Award Form
00842	Notice to Proceed Form
00843	Change Order Form
00844	Application and Certificate for Payment Form
00846	Materials Stored on Site Form
00848	Certificate of Substantial Completion
00849	Contractor's Final Release of Lien

DIVISION 1 - GENERAL REQUIREMENTS

01000	Project Requirements
01010	Summary of Project
01025	Measurement and Payment
01027	Application for Payment
01091	Reference Specifications
01200	Project Meetings
01300	Location, Scope and Special Requirements
01380	Construction Photographs
01505	Mobilization
01700	Contract Close-Out
01710	Cleaning
01740	Warranties and Bonds
01800	Miscellaneous Work and Cleanup

DIVISION 2 - SITEWORK

02900A	Grassing, Mulching & Sodding
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DIVISION 3 THROUGH 12

NOT USED

DIVISION 13

13500	Wastewater Tank Cleaning
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DIVISION 14 THROUGH 16

NOT USED

END OF TABLE OF CONTENTS

SECTION 00020
INVITATION TO BID
CITY OF HOLLY HILL, FLORIDA
WASTEWATER TREATMENT PLANT BTU CLEANING
BID# 16WW05 RE-BID

Notice is hereby given that the City of Holly Hill, Florida is accepting bids for **WASTEWATER TREATMENT PLANT BTU CLEANING**. Bids will be accepted by the City of Holly Hill, 1065 Ridgewood Avenue, Holly Hill, Florida 32117, **until 2:00 p.m. on June 1, 2017** at which time and place all proposals received shall be publicly opened and read aloud in the City Hall.

Description of Work: *Removal of grit, sand and rags from one (1) wastewater treatment plant biological treatment unit. Alternate pricing for cleaning of the second BTU. Basins shall be taken offline for cleaning.*

Copies of the bid documents may be obtained electronically from VendorLink at www.myvendorlink.com. Any addenda to these bid documents will be posted on the VendorLink website. It is the bidder's responsibility to confirm that all addenda have been received prior to submitting a bid for this project. All questions should be directed **in writing** to bids@qlha.com. Questions to be submitted no later than 5:00 p.m. on May 25, 2017.

A certified check or bank draft, payable to the City of Holly Hill, Florida, or a satisfactory bid bond executed by the Bidder and an acceptable surety, in an amount equal to five percent (5%) of the bid, shall be submitted with each bid. NO bid shall be withdrawn for a period of sixty (60) days subsequent to the bid opening without the consent of the City of Holly Hill, Florida.

Upon award, the successful bidder will be required to furnish and pay for a satisfactory Contract one hundred percent (100%) Performance Payment Bond which must be recorded by the Clerk of the Court, Volusia County, and enter into a Contract for Services with the City of Holly Hill.

All bidders are required to complete and submit the "Public Entity Crime Sworn Statement", Form #PUR 7068, as designated by Florida Statutes, Section 287.133(3)(a), with their bids.

The City of Holly Hill is not responsible for the U.S. mail or private carriers or messengers in regards to mail being delivered by the specified time so that a bid can be considered.

No bids received after the time and date specified for the opening will be considered. The City of Holly Hill, Florida reserves the right to reject any and all bids, to waive any and all non-substantial irregularity in bids reviewed, whenever such rejection or waiver is in the best interest of the City.

Bids shall be addressed to City Clerk, City of Holly Hill, 1065 Ridgewood Avenue, Holly Hill, Florida 32117, in a sealed envelope plainly marked on the outside: **"WASTEWATER TREATMENT PLANT BTU CLEANING"**.

CITY OF HOLLY HILL
VOLUSIA COUNTY, FLORIDA

s/ **Joseph A. Forte**
City Manager

Attachment: HH122_WWTP BTU Cleaning_Bid Set Specs_05.10.17 (2) (1704 : WWTP Biological Treatment Units Cleaning)

SECTION 00100

INSTRUCTIONS TO BIDDERS

PART 1 - GENERAL

1.01 PROJECT DESCRIPTION

- A. The work of this project consists of furnishing all labor, materials, equipment, tools, transportation, services, and incidentals and performing all work necessary to construct

WASTEWATER TREATMENT PLANT BTU CLEANING

1. All above referenced work shall be complete, in place, and ready for service in accordance with the drawings and specifications prepared therefore by Quentin L. Hampton Associates, Inc., and entitled, **“WASTEWATER TREATMENT PLANT BTU CLEANING”**
- B. The location of the project is the City of Holly Hill, Florida.

1.02 DEFINED TERMS

- A. Terms used in the Instructions to Bidders are defined and have the meanings assigned to them in the General Conditions.

1.03 COPIES OF BIDDING DOCUMENTS

- A. Only complete sets of Bidding Documents will be issued and shall be used in preparing bids. Neither the OWNER nor the ENGINEER assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets.
- B. Complete sets of Bidding Documents may be obtained in the manner and at the location stated in the Invitation to Bid.

1.04 RECEIPT OF BIDS

- A. The Place to which proposal must be delivered, the amount of Proposal Security required and the date, time and place of opening of proposals, are stated in the Invitation to Bid. The Proposal form amplifies the Advertisement in indicating the location and description of the project to be constructed and shows the approximate quantities of work to be performed and materials to be furnished if a

unit price contract any special requirements which may vary from or are not contained in the specifications. The bid documents as listed in Paragraph 1.08, Preparation of Proposal, shall be submitted as described in Section 00300-3 under Supplemental Requirements.

1.05 BIDDER'S QUALIFICATIONS

- A. The Bidder will be required to show that he/she is capable of performing the work contemplated and shall furnish, if requested, in duplicate the following:
 - 1. A sworn statement showing the equipment definitely controlled by the Bidder and available to him for performing the work;
 - 2. A sworn statement of his/her experience in performing work of the character for which his bid is submitted; and,
 - 3. A sworn statement showing his current assets and liabilities as of a date not more than ninety (90) days prior to the date of submission.
- B. If the Owner approves the above required statements and the Proposal is accompanied by the specified security, the person, firm or corporation submitting such Proposal shall be considered as a qualified Bidder.

1.06 BIDDER'S RESPONSIBILITY

- A. The Bidder is required to carefully examine the site of the project, the Proposal Form, Drawings, Specifications, Agreement Form, and all other forms pertinent to the work contemplated. It will be assumed that he has satisfied himself as to the conditions to be encountered, the character, quality, and quantities of work to be performed and materials to be furnished, and the requirements of the Contract and specifications. No allowance or concession will be made for lack of such information on the part of the Contractor.
- B. Whenever such information concerning subsurface materials or conditions is given on the drawings, it is understood, in the absence of any qualifying notation, that it was obtained in the usual manner and the location, depths, and character of the material have been recorded in good faith. There is no expressed or implied agreement that the depths or the character of the material have been correctly indicated and Bidders should take into account the possibility that conditions affecting the cost or quantities of work to be done may differ from those indicated.

1.07 APPROXIMATE ESTIMATE OF QUANTITIES

- A. The Bidder's attention is directed to the fact that in contracts based on unit prices the estimate of quantities of work to be done and materials to be furnished under

these specifications, as shown on the Proposal Form, and in the Contract, is approximate and is given only as a basis of calculation upon which to determine the lowest Bidder. The Owner does not assume any responsibility that the quantities shall obtain strictly in the construction of the Project, nor shall the Contractor plead misunderstanding or deception because of such estimate of quantities, or of the character of the work or location, or other conditions pertaining thereto. The Owner reserves the right to increase or diminish any or all of the above mentioned quantities of work or to omit any of them, as it may deem necessary, and such increase or decrease of the quantities given for any of the items shall not be considered as sufficient grounds for granting an increase in the unit prices bid, except as set forth in the General Conditions.

1.08 PREPARATION OF PROPOSAL

- A. In preparing Proposals in the manner prescribed under Paragraph 1.14, the Proposal Form, the Bid Form (when a Bid Bond is permitted as proposal security), Certificate as to Corporate Principal, Public Entity Crimes Statement, Anti-Collusion Statement, and Drug Free/Tie Preference Statement, must be properly executed in ink .
- B. Upon the prescribed Schedule of Unit Prices, all bid prices shall be written in ink, in both words and numerals, in the blank spaces for each item, with the amounts extended if a unit price bid and all amounts totaled. In the event of any discrepancy between the written amounts and the numerals, the written amounts shall govern and will be considered as the price bid. The sum of the Total Bid as calculated from the individual items in Section 00310, Schedule of Unit Prices, shall equal the Total Price as listed in Section 00300, Proposal.
- C. Except as provided below, bids containing substitutions or combinations of alternates will not be considered unless such substitutions or combinations are specifically authorized by the Proposal.
- D. In unit price bids, the extensions, if any, and the total are for informational purposes only, and the determination of the lowest bid will be based solely on the total results of computations of the estimated quantities and the prices bid. The Bidder shall submit a completed Schedule of Unit Prices, Section 00310 with each bid. The bid may be considered non-responsive without this form.
- E. The Bidder shall sign his/her name and give his/her business address in the spaces provided therefore. If the Proposal is made as a partnership, it shall be signed by all partners; if made by a corporation, it shall be signed in the name of the corporation by one of the officers thereof and shall have affixed the seal of the corporation.

1.09 PROPOSAL SECURITY

- A. Each Proposal shall be accompanied by a security in the form of a certified check or, when specifically permitted, a Bid Bond, payable to the Owner, in the amount indicated in the Invitation to Bid and, in either case, with properly executed Agreement of Surety. Such proposal security of the successful Bidder shall be forfeited to the Owner as liquidated damages if the successful Bidder fails to execute and deliver the Contract in conformity with the Form of Agreement, and furnish bonds and insurance certificates as specified within ten (10) days after notification by the Owner of the acceptance of his bid, *excluding Bond review by the City Attorney*. Within three (3) days after formal opening of bids, if requested by the Contractor, the securities therefore will be returned excepting those which the Owner elects to hold until the award is made and the successful Bidder qualified and executes the Contract. Thereafter, Proposal Securities, other than that of the qualified low Bidder, will be returned at once. The security of the successful Bidder will be returned to him when the Contract is executed by both parties hereto and the Performance and Payment Bonds have been recorded. If all Proposals are rejected, the securities therefore will be returned immediately after the determination of such rejection.

1.10 WITHDRAWAL OF PROPOSALS

- A. All Bidders specifically waive any right to withdraw a Proposal after it has been submitted to the Owner, except as hereinafter provided. A Bidder may withdraw a Proposal provided the Bidder makes a request to do so by telephone, telegraph, or in writing to the Owner, and provided that such requests reach the office of the Owner not later than the day previous to the date set for opening thereof. Requests by telephone or telegraph must be confirmed in writing, by the Bidder in person, or by an accredited representative of the Bidder before the time set for the opening of the Proposals. No bids may be withdrawn for a period of SIXTY (60) DAYS after the date and time designated for the opening thereof.

1.11 RIGHT TO REJECT PROPOSALS

- A. The unqualified right is reserved by the Owner to waive any informalities in, or reject any or all Proposals as may be deemed to the best interest of the Owner. Proposals which contain any omissions, erasures, alterations, additions not called for, conditional bids, or irregularities of any kind, or Proposals otherwise regular which are not accompanied by Proposal Security, may be rejected as informal. Proposals in which the bid prices are obviously unbalanced may be rejected.

1.12 CHANGES PRIOR TO THE OPENING OF BIDS

- A. During the period allowed for preparation of bids, the Bidders may be furnished addenda or bulletins for additions to or alterations of the Drawings or Specifications, which shall be included in the work covered by the Proposal and

become a part of the Contract Documents, Bidders may submit to the Engineer a written request for an interpretation thereof. The Bidder submitting the request will be responsible for its prompt delivery. Any interpretation of the Contract Documents will be made only by addendum duly issued and a copy of such addendum will be mailed or delivered to each prospective Bidder of Record. The Owner will not be responsible for any other explanations or interpretations of the proposed Contract Documents.

1.13 SCOPE OF WORK

- A. Unless otherwise provided in the Construction Specifications or the Proposal, it is the intent of the Contract Documents to prescribe a complete project which the Bidder proposes to construct, by furnishing all labor, materials, equipment, tools, necessary utilities and other facilities, and performing all work necessary to incidental to such construction, in full compliance with the Drawings, Specifications, Proposal, and Contract, and any special requirements contained therein or supplements attached thereto.
- B. Should any construction or condition be anticipated which is not covered by these Specifications, the special requirements thereof will be stated in the Proposal, and any such special requirements shall be considered a part of these specifications as though they were fully contained herein. If any special requirements stated in the Proposal conflicts with any of the provisions of these Specifications, the former shall govern.

1.14 SUBMITTING PROPOSAL

- A. Two (2) copies of the Proposal, accompanied by the Proposal Security, and all addenda, if any, and all other required supporting documentation shall be submitted in an opaque, sealed envelope, addressed to the Owner. The name of the Bidder shall appear in the upper left-hand corner of the envelope and the following notation shall appear in the lower left-hand corner:

WASTEWATER TREATMENT PLANT BTU CLEANING

1.15 AWARD AND EXECUTION OF CONTRACT

- A. When a Proposal received has been determined to be satisfactory, a Contract will be awarded to the lowest responsible Bidder within the time designated in the Contract Documents.
- B. The Bidder to whom the award is made shall execute the Contract and return it, together with the properly executed bonds and insurance certificates, to the office of the Owner, within the time specified in Paragraph 1.09 of Section 00100.

- C. If the Contractor executes his Contract as herein provided and the Contract is not executed by the Owner within thirty (30) days after the receipt thereof from the Contractor, the Owner upon written request of the Contractor will return the Proposal Security. In such event, the award of the Contract shall be considered as annulled.
- D. The Contract, Surety Bonds, and insurance certificates shall be executed in quintuplicate, or in as many copies as the Owner may require.

1.16 CANCELLATION OF AWARD

- A. The Owner reserves the right to cancel the award of any contract at any time prior to its execution by the Owner.

1.17 SURETY BONDS

- A. With the execution and delivery of the Contract, the successful bidder receiving the Contract award will be required to furnish within the time specified in Paragraph 1.09 of Section 00100, a Payment and Performance Bond, covering faithful and satisfactory performance of the work contracted, in an amount not less than one hundred percent (100%) of the total contract price, and a Public Construction Bond in an amount not less than one hundred percent (100%) of the Contract amount, covering payment in full for all services rendered, materials furnished and labor supplied or performed. The same Surety must execute both bonds each of which shall be in the form provided in the Contract Documents.
- B. Should any Surety upon any Bond furnished in connection with this Contract become unacceptable or be deemed unsatisfactory to the Owner at any time, the Contractor shall upon written notice from the Owner, promptly furnish acceptable or substitute security as may be required to protect the interests of the Owners or of persons supplying services, labor and materials in the prosecution of the work under Contract. No further payment shall be deemed due or shall be made under this Contract, until the new Surety or Sureties will qualify and be accepted by the Owner.

1.18 INDEMNITY AND INSURANCE

- A. The Contractor shall not commence work under this Contract until he has obtained all insurance required under by these Specifications and such insurance has been approved by the Owner, nor shall the Contractor allow any subcontractor to commence work on a subcontract until all similar insurance required of the subcontractor has been so obtained and approved by the Contractor.
- B. Certificates. The Contractor shall submit certificates or other documentary evidences to the Owner for approval, covering Workmen's Compensation

Insurance; and Public Liability and Property Damage Insurance as well as any other insurance required by the Contract Documents.

- C. Each certificate or other documentary evidence presented shall contain therein or have contained in a rider attached thereto and made a part thereof, a clause to the effect that the insurer will notify the insured and the Owner in writing thirty (30) days prior to the cancellation of the policy. The certificate for each policy shall be executed in quintuplicate, or in as many copies as the Owner may require.
- D. Accidents and Claims. The Contractor shall be held responsible for all accidents and shall indemnify to the extent permitted by law and protect the Owner from all suits, claims and actions brought against it, and all cost or liability, including attorneys fees, to which the Owner may be put for any injury or alleged injury to the person or property of another resulting from negligence or carelessness in the performance of the work, or from any improper or inferior workmanship, or from inferior materials used in the work.
- E. Mutual Responsibility of Contractors. Should a Contractor in the performance of his/her Contract cause damage to any person, any property, or work of another Owner or other party to the damage, arrange for an amicable settlement thereon. It is agreed by all parties herein that such disputes shall not delay completion of the work, nor be cause for claim against the Owner. Work shall be continued by the party claiming damages at his expense, subject to such damages as may be obtained by due course of law.
- F. Contractor's Liability. The status of the Contractor in the work to be performed by him/her under this Contract is that of an independent Contractor and that, as such, he shall properly safeguard against any and all injury or damage to the public, to public and private property, materials and things; and that, as such, he/she alone shall be responsible for any and all damage, loss or injury to persons or property that may arise, or be incurred, in or during the conduct or progress of said work without regard to whether or not the Contractor, his/her subcontractors, agents, or employees have been negligent; and that the Contractor shall keep the Owner free, and discharge of, and from any and all responsibility for risks or casualties of every description, for any or all damage, loss or injury to persons or property arising out of the nature of the work, from the action of the elements, or from any unforeseen or unusual difficulty, the Contractor shall assume and be liable for all blame and loss of whatsoever nature by reason of neglect or violation of any federal, state, county, or local laws, regulations or ordinances; that Contractor shall indemnify and save harmless the Owner and all its officers, agents and employees from all suits or actions at law caused by the negligence, recklessness or intentional wrongful misconduct of the Contractor and persons employed or utilized by the Contractor in the performance of the construction contract and shall, if required by the Owner, produce evidence of settlement of any such action before final payment shall be made by the Owner.

1.19 CANCELLATION OF CONTRACT

- A. As soon as practicable after the satisfactory execution of the Contract by both parties, written notice to proceed with the work will be given to the Contractor. If such notice is not given within thirty (30) days after contract execution, and the delay is not caused by the Contractor or accepted by him/her in writing, the Contract may be declared null and void by either party.
- B. If the Contractor incurs any expense in furtherance of the Contract prior to receipt of the Notice to Proceed, he/she does so, on his own responsibility.

1.20 COMPLETION TIME AND LIQUIDATED DAMAGES

- A. The Bidder shall understand that the time limit indicated for completion of this Contract, and the amount of liquidated damages to be charged against the Contractor shall be declared in default in accordance with the provisions of the Specifications, shall be as stated in Article II of the Form of Agreement which is a part of these Contract Documents.

1.21 PAYMENT OF TAXES

- A. The Contractor will be responsible for payment of all Excise, Sales and Use Taxes, and all other taxes required by law on all materials, tools, apparatus, equipment, fixtures, and incidentals which he purchases or uses for the purpose of fulfilling the work of this Contract, and he/she shall include all amounts required for such taxes with the item prices bid in his Proposal. No additional payment will be made to cover such taxes. Each Bidder shall thoroughly familiarize himself before submitting a Proposal, with all laws requiring the payment of taxes.

1.22 PUBLIC ENTITY CRIMES INFORMATION STATEMENT

- A. 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 Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

END OF SECTION

SECTION 00110
CITY OF HOLLY HILL
LOCAL BIDDER PREFERENCE

To account for the financial advantages accruing to the City by the award of a contract to a local business or county business, the City has adopted through Ordinance 2920 a local bidder preference, Code of Ordinances Section 30-78. A bid/proposal from a local business shall receive bid preference in an amount not to exceed five percent of the local business' total bid price if the cost differential does not exceed \$25,000.00 for procurement activities in amounts over \$25,000.00. A bid/proposal from a county business shall receive bid preference in an amount not to exceed three percent of the local business' total bid price if the cost differential does not exceed \$15,000.00 for procurement activities in amounts over \$25,000.00. The City, when seeking bids or proposals for commodities or equipment, will notify bidders or proposers that bids or proposals will be evaluated on the basis of this local bidder preference.

A "local business" means a vendor or contractor which has a place of business (other than a post office box) within the City Limits and has a valid, current business tax receipt issued by the City. To qualify as a local business the vendor shall submit with its bid/proposal a completed City of Holly Hill affidavit that documents the following: the business has paid its City of Holly Hill local business tax at least 12 months prior to the opening of the bid/proposal, does business in the Holly Hill community, maintains a physical business address located within the jurisdictional limits of the City of Holly Hill. The affidavit is included in the bid/proposal solicitation or a copy can be obtained by accessing the Bidding Opportunities section of the City web site. In order to be considered under the Local Bidder Preference, this affidavit is required to be submitted each time a local business submits a bid/proposal.

A "county business" means a vendor or contractor which has a place of business (other than a post office box) within the County Limits and has a valid, current business tax receipt issued by the City of its permanent address. To qualify as a county business the vendor shall submit with its bid/proposal a completed City of Holly Hill affidavit that documents the following: the business has paid its local business tax to the City of its permanent residence at least 12 months prior to the opening of the bid/proposal, does business in the Volusia County community, maintains a physical business address located within the jurisdictional limits of Volusia County. The affidavit is included in the bid/proposal solicitation or a copy can be obtained by accessing the Bidding Opportunities section of the City web site. In order to be considered under the Local Bidder Preference, this affidavit is required to be submitted each time a county business submits a bid/proposal.

SECTION 00110
CITY OF HOLLY HILL
LOCAL BIDDER PREFERENCE

AFFIDAVIT OF ELIGIBILITY
LOCAL BUSINESS

All areas of this form are required to be completed. Incomplete forms may be rejected.

- LEGAL NAME OF BUSINESS: _____
Physical Address: _____ Mailing Address (if different) _____

- Year your business was established in the City of Holly Hill: _____
- Business Tax Receipt Number Issued by the City of Holly Hill
BTR Number: _____ Date Issued: _____
- Please provide a brief description of the nature of your business and how it relates to the community.

The undersigned states that the foregoing statements are true and correct. The City of Holly Hill reserves the right to verify all information submitted as part of this affidavit. The undersigned acknowledges that the application of Local Bidder Preference is subject to Section 30-78, Code of Ordinances.

By:

Sworn to and subscribed before me

Signature _____

This _____ day of _____ 20____

Name, Typed or Printed _____

Signature of Notary (& Stamp) _____

Title, Typed or Printed _____

Notary Public, State of _____

Mailing Address _____

Personally Known _____ or _____

City, State, Zip Code _____

Produced Identification _____

Telephone Number _____

(type of identification) _____

00110-2

SECTION 00300
PROPOSAL
FOR
**CITY OF HOLLY HILL
WASTEWATER TREATMENT PLANT BTU CLEANING
BID # 16WW05 REBID**

(To be completed in Duplicate)

Bidder's Name: _____

Submitted: _____, 20

City of Holly Hill
City Clerk
1065 Ridgewood Avenue
Holly Hill, FL 32117

Gentlemen:

The undersigned, as Bidder, hereby declares that the only person or persons interested in the Proposal, as principal or principals, is or are named herein and that no other persons than herein mentioned has any interest in the Proposal or the Contract to which the work pertains; that this Proposal is made without connection or arrangement with any other person, company, or parties making a bid or proposal and that the Proposal is in all respects fair and made in good faith without collusion or fraud.

The Bidder further declares that he has examined the site of the work and that from personal knowledge and experience, or that he/she has made sufficient test holes and/or other subsurface investigations to fully satisfy self that such site is a correct and suitable one for this work and he/she assumes full responsibility therefore; that he/she is familiar with all legal requirements (Federal, State and local laws, ordinances, rules and regulations) pertaining to the Work; that he/she has examined the Drawings and Specifications for the work and from his/her own experience or from professional advice that the Drawings and Specifications are sufficient for the work to be done and he/she has examined the other Contract Documents and all addenda relating thereto, and that he/she has satisfied himself/herself fully, relative to all matters and conditions with respect to the work to which this Proposal pertains.

The Bidder proposes and agrees, if this Proposal is accepted, to contract with the City of Holly Hill , (Owner) in the form of contract specified, to furnish all necessary materials, equipment, machinery, tools, apparatus, transportation, and labor and to perform all work necessary to complete the Work specified in the Proposal and other Contract Documents.

The Bidder further proposes and agrees to comply in all respects with the time limits for commencement and completion of the Work as stated in the Contract Form.

The Bidder further agrees that the deductions for liquidated damages, as stated in the Contract Form, constitute fixed and agreed liquidated damages to reimburse the Owner for additional costs to the Owner resulting from the Work not being completed within the time limit stated in the Contract Form.

The Bidder further agrees to execute a Contract and furnish satisfactory Performance and Payment Bonds, each in the amount of one-hundred percent of the Contract price, and the required Certificates of Insurance, within ten consecutive calendar days after written notice being given by the Owner of the award of the Contract, and the undersigned agrees that in case of failure on his/her part to execute the said Contract, Performance and Payment Bonds and Insurance Certificates within ten (10) consecutive calendar days after the award of the Contract, the bid guarantee accompanying his/her bid and the money payable thereon shall be paid to the Owner as liquidation of damages sustained by the Owner; otherwise, the bid guarantee shall be returned to the undersigned within fifteen days after the Contract is signed and the Performance and Payment Bonds and Insurance Certificates are filed.

The undersigned agrees to accept as full compensation for completion of the project in full compliance with the Contract Documents, the unit prices for the items named in Section 00310, Schedule of Unit Prices, submitted herein with this Proposal.

The undersigned offers to furnish all materials, equipment and labor for construction of **“WASTEWATER TREATMENT PLANT BTU CLEANING”**, for the City of Holly Hill, Florida, complete in every respect in strict accordance with the drawings, specifications and any future changes therein. The Contractor shall perform these obligations for the prices listed in the “Schedule of Unit Prices: Section 00310” attached and made a part of this Bid. **The bid total is:**

BASE BID

(In Words)

Dollars \$_____ (In Figures)

ALTERNATE #1

(In Words)

Dollars \$_____ (In Figures)

ALTERNATE #2

(In Words)

Dollars \$_____ (In Figures)

1.01 COMPLETION TIME OF CONTRACT

- A. The Contractor agrees that the work shall be started not later than the date indicated in the Notice to Proceed and that the total work shall be substantially completed within **60 days** and final completion within **30 days** of substantial completion.
- B. The Contractor further agrees that for each calendar day, with the exception of Sundays and legal holidays that any work shall remain uncompleted after the stations completion times stipulated above the sum of **\$1,000 (One Thousand Dollars)** per day shall be deducted from monies due the contractor, not as a penalty, but as liquidated damages. If the Contractor is declared in default in accordance with the provisions of the Specifications, liquidated damages shall be charged as provided herein, and such amounts shall be deducted from the final amount payable to the Contractor or his/her Surety. Should the total amount chargeable as liquidated damages exceed the amount due or payable to the Contractor or his/her Surety, then such excess shall be paid to the Owner by the Contractor or his/her Surety.

1.02 SUPPLEMENTAL REQUIREMENTS

- A. The following documents are attached to and made a condition of this bid:
 - 1. Schedule of Unit Prices: Section 00310
 - 2. Statement of Bidder's Qualifications: 00320
 - 3. Listing of Subcontractors: Section 00330
 - 4. Listing of Previous Experience: Section 00331
 - 5. Bid Bond: Section 00410
 - 6. Public Entity Crimes Statement: Section 00470
 - 7. Anti-Collusion Statement: Section 00480
 - 8. Drug Free/Tie Preference Statement: Section 00485
 - 9. Trench Safety Affidavit: Section 00490
 - 10. Certificate as to Corporate Principal: Section 00620
 - 11. City of Holly Hill Insurance Requirements: Section 00800A

1.03 REQUIRED DISCLOSURE

- A. At its sole discretion, the City of Holly Hill, Florida may reject any bidder the City finds to lack, or whose present or former executive employees, officers, directors, stockholders, partners or owners are found by the City to lack honesty, integrity, or moral responsibility. The discretion of the City may be exercised based on the City's own investigation, public records, or any other reliable sources of information. By submitting a bid, bidder recognizes and accepts that the City may reject the bid based upon the exercise of its sole discretion and bidder waives any claim it might have for damages or other relief resulting from the rejection of its bid based on these grounds.

ACKNOWLEDGMENT OF ADDENDA

Addenda will be issued via email and it is the Bidder's responsibility to confirm that all addenda have been received prior to submitting a bid for the project. Acknowledgment is hereby made of the following Addenda received since issuance of Drawings and Specifications:

Addendum No. _____	Dated: _____	Addendum No. _____	Dated: _____
Addendum No. _____	Dated: _____	Addendum No. _____	Dated: _____
Addendum No. _____	Dated: _____	Addendum No. _____	Dated: _____

Attached hereto is a cashier's check on the _____ Bank of _____ or Bid Bond for the sum of _____ Dollars (_____), made payable to _____ (Owner).

(Name of Bidder) (Affix Seal)

(Signature of Officer)

(Title of Officer)

Name of Bidder

Address

City/State/Zip

Telephone

Contractor's Florida License Number

The full names and residences of persons and firms interested in the foregoing bid, as principals, are as follows:

END OF SECTION

SECTION 00310
SCHEDULE OF UNIT PRICES

**CITY OF HOLLY HILL
WASTEWATER TREATMENT PLANT BTU CLEANING
BID# 16WW05 REBID**

<i>ITEM NO.</i>	<i>DESCRIPTION</i>	<i>QTY</i>	<i>UNIT</i>	<i>UNIT COST</i>	<i>TOTAL</i>
1	Drain and Clean Existing Biological Units	1	EA		
2	Hauling and Disposal of Sludge	100	CY		
				Total Base Bid	
Alt 1	Drain and Clean Existing Biological Units	1	EA		
Alt 2	Hauling and Disposal of Sludge	100	CY		
	BID TOTAL				

Submitted by: _____
Contractor: _____
Address: _____
Telephone: _____ Fax: _____

Attachment: HH122_WWTP BTU Cleaning_Bid Set Specs_05.10.17 (2) (1704 : WWTP Biological Treatment Units Cleaning)

SECTION 00320

STATEMENT OF BIDDER'S QUALIFICATIONS

- A. All questions must be answered and the data given must be clear and comprehensive. This statement must be notarized. If necessary, questions may be answered on separate attached sheets. The bidder may submit any additional information he desires.
1. Name of bidder.
 2. Permanent main office address.
 3. When organized.
 4. If a corporation, where incorporated.
 5. How many years have you been engaged in the contracting business under your present firm or trade name?
 6. Contracts on hand: (Schedule these, showing amount of each contract and the appropriate anticipated dates of completion.)
 7. General character of work performed by your company.
 - 8.⁽¹⁾ Have you ever failed to complete any work awarded to you? If so, where and why?
 - 8.⁽²⁾ Provide lists of any lawsuits or judgments filed by or against your company in the last three years, indicating the nature and outcome.
 9. Have you ever defaulted on a contract? If so, where and why?
 10. List the more important projects recently completed by your company, stating the approximate cost for each and the month and year completed.
 11. List your major equipment
_____.
 12. Experience in construction work similar in type to this project.
 13. Background and experience of the principal members of your organization, including the officers.
 14. Credit available:
\$_____

15. Give bank reference:

16. Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required by the Owner?
17. The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the Owner in verification of the recitals comprising this Statement of Bidder's Qualifications.

Dated at _____ this _____ day of _____, 20____.

Name of Bidder

By: _____
Title

State of _____

County of _____

_____ being duly sworn deposes and says that

he is the _____ of _____ and that

the answers to the _____ foregoing questions
Name of Organization

and all statements therein contained are true and correct.

Subscribed and sworn to before me this _____ day of _____, 20____.

Notary Public

Notary Public (Print or Type)

My commission expires: _____

END OF SECTION

00320-2

SECTION 00330

LISTING OF SUBCONTRACTORS

The Bidder proposes that the following subcontractors are qualified to perform the referenced work and have successfully done so on recent projects similar in nature and size. Upon approval of subcontractors listed the successful bidder shall not substitute subcontractors without approval from the Engineer. Bidder shall attach additional sheets as necessary.

SUBCONTRACTOR	COMPANY NAME	REFERENCES
		1) 2) 3)
		1) 2) 3)
		1) 2) 3)
		1) 2) 3)

END OF SECTION

SECTION 00331

LISTING OF PREVIOUS EXPERIENCE

The bidder proposes that he/she is qualified to perform the referenced work and has successfully done so on recent projects similar in nature and size. A minimum of three (3) projects must be listed below. The Owner reserves the right to check references and confirm information provided herein.

NO.	PROJECT	OWNER	DESCRIPTION/COST	REFERENCE	DATE WORK STARTED & FINISHED MM/YR TO MM/YR
1					
2					
3					

END OF SECTION

Attachment: HH122_WWTP BTU Cleaning_Bid Set Specs_05.10.17 (2) (1704 : WWTP Biological Treatment Units Cleaning)

SECTION 00410

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, _____ as Principal and _____ of the City of _____ State of _____, a corporation existing under the laws of the State of Florida, as Surety, are held and firmly bound unto the _____ hereinafter called the Owner, in the sum of _____ Dollars (\$ _____) lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

The condition of this obligation is such that whereas the Principal has submitted the accompanying Proposal or Bid, for the construction of:

**WASTEWATER TREATMENT PLANT BTU CLEANING
BID #16WW05 RE-BID**

NOW, THEREFORE, if the Principal shall not withdraw said Bid within sixty (60) days after the opening of the same and in the event of the acceptance of his proposal by the Owner, shall, within the period specified therefore, enter into a written contract with the Owner in accordance with the Bid as accepted, and give bond with good and sufficient surety or sureties, as may be required, for the faithful performance and proper fulfillment of such contract, or in the event of the withdrawal of said Bid within the period specified, of the failure to enter into such contract and give bonds within the time specified, if the Principal shall pay the Owner the difference between the amount specified in said Bid and the amount for which the Owner may procure the required work, if the latter amount be in excess of the former, then the above obligation shall be void and of no effect, otherwise to remain in full force and virtue.

IN WITNESS WHEREOF, the above bounden parties have executed this instrument under their several seals this _____ day of _____, 20__, the name and corporate seal of each corporate body being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

IN PRESENCE OF:

_____(Seal)
 _____(Seal)
 _____(Seal)
 Individual or Partner

Witness

ATTEST:

 Address

 Corporate Principal

 President AFFIX
 CORPORATE SEAL

ATTEST:

 Address
 By _____
 AFFIX
 CORPORATE SEAL

 Corporate Surety

 Title

END OF SECTION

SECTION 00470

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

This sworn statement is submitted with Bid, Proposal **or** Contract No. _____ for
_____.

This sworn statement is submitted by _____ whose business
address is _____ and (if applicable)
its Federal Employer Identification Number (FEIN) is _____. (If the entity has
no FEIN, include the Social Security Number of the individual signing this sworn statement:
_____.)

My name is _____ any my relationship to the entity named above
is _____.

I understand that a "public entity crime" as defined in Paragraph 287.133(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

I understand that "convicted" or "conviction" as defined in Paragraph 287.133(i)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

I understand that an "affiliate" as defined in Paragraph **287.133(l)(a)**, Florida Statutes, means:

1. A predecessor or successor of a person convicted of a public entity crime: or
2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie that one person controls another person. A person who knowingly enters into a joint

venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

I understand that a "person" as defined in Paragraph 287.133(i)(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 for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

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

- ☐ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity, nor any affiliate of the entity 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, AND (Please indicate which additional statement applies.)
- ☐ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)
- ☐ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order).

(Signature) _____ Date: _____

State of _____ County of _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority, _____
 who, after first being sworn by me, affixed his/her signature in the space provided above on this
 _____ day of _____, 20__.

 Notary Public

My Commission Expires:

END OF SECTION

SECTION 00480

ANTI-COLLUSION STATEMENT

By signing this form, the bidder agrees that this is made without any other understanding, agreement, or connection with any person, corporation, or firm submitting a proposal for the same purpose and that the proposal is in all respects fair and without collusion or fraud.

SIGN in ink in the space provided below. Unsigned bids will be considered incomplete, and will be disqualified, and rejected.

IT IS AGREED BY THE UNDERSIGNED BIDDER THAT THE SIGNING AND DELIVERY OF THE BID REPRESENTS THE BIDDER'S ACCEPTANCE OF THE TERMS AND CONDITIONS OF THE FORGOING SPECIFICATIONS, CONTRACT AND PROVISIONS, AND IF AWARDED, THIS CONTRACT WILL REPRESENT THE AGREEMENT BETWEEN EACH OF THE GOVERNMENTAL PARTIES.

NAME OF FIRM: _____

SIGNED BY: _____
(MUST BE SIGNED BY A COMPANY OFFICER OR AUTHORIZED AGENT)

TITLE: _____

ADDRESS: _____

CITY AND STATE: _____

TELEPHONE: _____

COMPLETION TIME: _____

NO proposals will be withdrawn for a period of sixty (60) days subsequent to the opening of the proposals, without the consent of the City of Holly Hill.

NO BID (REASON) _____

END OF SECTION

SECTION 00485

DRUG FREE/TIE PREFERENCE STATEMENT

- A. In the event of a tie bid a preference is given to vendors submitting a certification with their bid/proposal certifying they have a drug-free workplace in accordance with Section 287.087, Florida Statutes. This requirement affects all public entities of the State and becomes effective January 1, 1991. The special conditions are as follow:
1. 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, quality, 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. In order to have a drug-free workplace program, a business shall:
 - a. 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.
 - b. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
 - c. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
 - d. 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 or, 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.

- e. Impose a sanction on, or require the satisfaction 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.
 - f. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.
- B. As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

VENDOR'S SIGNATURE

END OF SECTION

SECTION 00490

TRENCH SAFETY AFFIDAVIT

Trench excavations on this Project are expected to be in excess of 5 feet deep. The Occupational Safety and Health Administration excavation safety standards, 29 CFR 1926.650 Subpart P trench safety standards will be in effect during the period of construction of the Project.

Bidder acknowledges that included in the Bid Price are costs for complying with the Florida Trench Safety Act (90-096, Laws of FL) effective October 1, 1990, and hereby gives assurance that, if awarded the Contract, the Contractor or Subcontractor performing trench excavation work on the Project will comply with the applicable trench safety standards. The Bidder further identifies the costs as follows:

<u>Trench Safety Item (Description)</u>	<u>Cost</u>
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

(Cost in Words)

TOTAL \$ _____

FAILURE TO COMPLETE THE ABOVE SHALL RESULT IN THE BID BEING DECLARED NON-RESPONSIVE

COMPANY NAME: _____

DATE: _____ BY: _____

(Additional sheets shall be attached, as needed and, items shall be organized to correspond with the bid format)

END OF SECTION

SECTION 00500

AGREEMENT

THIS AGREEMENT, entered into this ____ day of _____, 20__, by the City of Holly Hill, Florida, hereinafter called the OWNER, Party of the First Part, and a CORPORATION known as _____ organized and existing under the laws of the State of _____; PARTNERSHIP known as _____ consisting of the following members: _____ an INDIVIDUAL _____ trading as _____ of _____ City _____ State of _____ Zip Code _____, hereinafter called the CONTRACTOR, Party of the Second Part.

WITNESSETH: That the parties hereto do mutually agree as follows:

ARTICLE I.

- A. The Contractor agrees to furnish all labor, superintendence, materials, plant and other utilities for, perform all work necessary for or incidental to, and to perform all other obligations imposed by this Contract for the Construction of

**WASTEWATER TREATMENT PLANT BTU CLEANING
BID #16WW05 RE-BID**

herein called for, in strict accordance with the Drawings and Specifications prepared by Quentin L. Hampton Associates, Inc., Engineers, which Contract include, but is not limited to, the following Contract Documents:

- | | |
|---------------------|------------------------------------|
| a. Invitation | f. Labor and Material Payment Bond |
| b. Instructions | g. Insurance |
| c. Proposal | h. Specifications |
| d. This Agreement | i. Addenda (if any) |
| e. Performance Bond | j. Drawings |

ARTICLE II.

- A. The Contractor agrees that the work shall be started not later than the date indicated in the Notice to Proceed and that all work shall be substantially completed within **60 days** and final completion within **30 days** of substantial completion.
- B. The Contractor further agrees that for each calendar day, with the exception of Sundays and legal holidays, which any work shall remain uncompleted after the stations completion times stipulated above, the sum of **\$1,000 (ONE THOUSAND DOLLARS)** shall be deducted from monies due the Contractor, not as a penalty, but as liquidated damages. If the Contractor is declared in default in accordance with the provisions of the Specifications, liquidated

damages shall be charged as provided herein, and such amounts shall be deducted from the final amount payable to the Contractor or his Surety. Should the total amount chargeable as liquidated damages exceed the amount due or payable to the Contractor or his Surety, then such excess shall be paid to the Owner by the Contractor or his Surety.

ARTICLE III.

- A. The Contractor shall receive and accept the compensation for the performance of the Contract (subject to additions or deductions noted therein) in accordance with the prices stipulated in the Proposal, and in the manner provided in Article IV for the Contract Price of \$_____ and for additions or revisions approved in Change Orders at Unit Prices.

ARTICLE IV.

- A. Payment to the Contractor shall be made as follows:
1. Not later than the fifteenth (15th) day of each calendar month, the Owner will make a partial payment to the Contractor on the basis of a duly certified and approved estimate by the Engineer of the work performed during the preceding calendar month under this Contract, and (at the option of the City) an amount equal to 90% of materials and equipment not incorporated in the work but delivered and suitably stored. When payment to the Contractor is made for stored materials and equipment, Contractor shall submit invoices marked paid by the supplier with the next month's request for payment to document that Contractor has paid for said materials and equipment or the previously paid amount for stored materials shall be deducted from any remaining payment(s) for any stored materials not so properly documented. To insure the proper performance of this Contract, the Owner will retain ten percent (10%) of the amount of each estimate until the work is fifty percent (50%) complete.
 2. When work is fifty percent (50%) complete, the Owner may allow the reduction of the withholding to five percent (5%) of the dollar value of all work satisfactorily completed to date, provided that the Contractor is making satisfactory progress and there is no specific cause for greater withholding.
 3. Upon completion of the entire work under Contract, the Engineer shall make a final inspection and certify such completion to the Owner. Upon approval of the completion certificate by the Owner, the Owner shall notify the Contractor and the Surety of the satisfactory completion of the work and except as otherwise provided in the Specifications, final payment therefore shall be made to the Contractor within thirty (30) days after written acceptance by the Contractor of the final certificate computation.

ARTICLE V.

- A. The Contract shall not sublet, sell, transfer, assign, or otherwise dispose of the Contract or any portion thereof, or his right, title or interest therein, without written consent of the Owner.

ARTICLE VI.

- A. The work shall be subject at all times to the supervision of the Engineer and his authorized assistants. The Engineer shall decide all questions which may arise relative to the Drawings, Specifications, and the performance of the work. Any doubt concerning the meaning of the Specifications and the Drawings, or any ambiguity or obscurity as to wording or intent of them shall be decided by the Engineer, and such decisions shall be binding upon both parties hereto, and shall not be subject to arbitration.

ARTICLE VII.

- A. The Contractor shall guarantee his work and shall remedy, without cost to the Owner, any defects which may develop therein during a period of one (1) year from the date of the Owner's approval of the Completion Certificate issued by the Engineer.

ARTICLE VIII.

- A. In the event of conflict between any of the Contract Documents, the provisions of this Agreement shall govern.

IN WITNESS WHEREOF, the Parties hereto have signed this Contract in quintuplicate the day and year first above written.

ATTEST:

CITY OF HOLLY HILL, FLORIDA

Valerie Manning

By _____
Joseph Forte

City Clerk

Title _____
City Manager

WITNESS:

CONTRACTOR

By _____

END OF SECTION

SECTION 00620

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, _____, certify that I am the _____
of the corporation named as Principal in the within Bid Bond; that _____
who signed the said Bid Bond on behalf of the Principal was then _____
of said corporation; that I know his signature, and his signature thereto is genuine; and that said
Bid Bond was duly signed, sealed and attested for in behalf of said corporation by authority of its
governing body.

AFFIX CORPORATE SEAL

END OF SECTION

00620-1

Return Recorded Document to:
City Clerk
1065 Ridgewood Avenue
Holly Hill, FL 32117

**WASTEWATER TREATMENT PLANT
BTU CLEANING**

Name of Project

City Project No. BID #16WW05 RE-BID

Bond No. _____

Space Reserved for Recording Data

**COMBINATION PAYMENT AND PERFORMANCE BOND
FOR
PUBLIC CONSTRUCTION**

*per Section 255.05, Florida Statutes (2010)
Guaranty for Construction of Public Improvements*

BY THIS BOND, We, _____, as Principal, and _____, a corporation, as Surety, are bound to **CITY OF HOLLY HILL, FLORIDA**, a municipal corporation, herein called Owner or sometimes referred to as "City," in the sum of _____ and _____/100 Dollars (\$ _____), for payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the terms of that certain Contract having an effective date of _____, entered into by and between the Principal and the City, hereinafter sometimes referred to as the Contract, entered into between Principal and Owner for construction of improvements reflected on the plans approved by the City Council, as prepared by Kevin A. Lee, P.E., Florida Registration No. 71501, of the engineering firm Quentin L. Hampton Associates, Inc., the "Contract," being made a part of this bond by reference, at the times and in the manner prescribed in the Contract; and
2. Promptly makes payments to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the Contract (the "Work"); and
3. Pays Owner all losses, damages, delay damages (including contractually authorized liquidated damages), expenses, costs, and attorney's fees, including appellate proceedings, that Owner sustains because of a breach or material breach by Principal under the Contract Documents; and
4. Performs the guarantee of all work and materials furnished under the Contract for the time specified in the Contract, then this bond is void; otherwise it remains in full force.

Notice of Nonpayment and Time Limitations

Pursuant to Florida Statutes Section 255.05, as amended from time to time, a claimant, except a laborer, who is not in privity with the Principal, shall, before commencing or not later than forty-five (45) days after commencing to furnish labor, materials, or supplies for the prosecution of the Work, furnish the Principal with a notice that he or she intends to look to this bond for protection. A claimant who is not in privity with the Principal and who has not received payment for his or her labor, materials, or supplies shall deliver to the Principal and to the Surety written notice of the performance of the labor or delivery of the materials or supplies and of the nonpayment. The notice of nonpayment may be served at any time during the progress of the Work or thereafter but not before forty-five (45) days after the first furnishing of labor, services, or materials by the claimant or,

with respect to rental equipment, not later than ninety (90) days after the date that the rental equipment was last on the job site available for use. No action for the labor, materials, or supplies may be instituted against the Principal or the Surety unless both notices have been given. Notices required or permitted under this section may be served in accordance with Section 713.18, Florida Statutes. An action, except for an action exclusively for recovery of retainage, must be instituted against the Principal or the Surety on this bond within one (1) year after the performance of the labor or completion of delivery of the materials or supplies. An action exclusively for recovery of retainage must be instituted against the Principal or the Surety within one (1) year after the performance of the labor or completion of delivery of the materials or supplies, or within ninety (90) days after receipt of final payment (or the payment estimate containing the Owner's final reconciliation of quantities if no further payment is earned and due as a result of deductive adjustments) by the Principal or Surety, whichever comes last.

Any changes in or under the contract documents and compliance or noncompliance with any formalities connected with the contract or the changes does not affect Surety's obligation under this bond.

IN WITNESS WHEREOF, this performance and payment bond is executed in duplicate originals, each of which shall be deemed an original, this _____, day of _____, 20____.

Attest:

(As to Corporate Principal) Secretary

(Name of Principal)

By:_____

Name/Title:_____

(Witness to Principal)

(Corporate Seal)

(Surety)

(Witness to Surety)

By:_____

(Attorney-In-Fact)

(Corporate Seal)

NOTE: Date of BOND must not be prior to date of Contract. If Developer/Principal is Partnership, all partners should execute BOND. All BONDS signed by an agent must be accompanied by a certified copy of the authority to act.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of Florida.

SECTION 00640

Front Page for Bond required by Section 255.05, F.S

PAYMENT AND PERFORMANCE BOND

(Public Works)

Notice and Time Limitations Must Be In Accordance
With Section 255.05 Florida Statutes (2010)**BOND No.** _____**PRINCIPAL:**

Name of Developer/Contractor: _____

Address: _____

Contact Person: _____

Phone Number: () - _____

SURETY:Address: _____

Contact Person: _____

Phone Number: () - _____

OWNER:City of Holly Hill, Florida, a chartered municipal corporation
1065 Ridgewood Avenue
Holly Hill, FL 32117

Contact Person: City Manager

Phone Number: (386) 248-9463

Amount: \$ _____ **City Case/Project No.** BID#16WW05 RE-BID**Description of Work:** *This project includes the removal of grit, sand, and rags from one (1) wastewater treatment plant biological treatment unit. Alternate pricing for cleaning of the second BTU. Basins shall be taken offline for cleaning.***Project Location:** Holly Hill, Volusia County, Florida**Legal Description:** E 353.64 FT OF LOT 32 & W 3/4 OF LOT 33 EXC FEC R/W EXC N 200 FT S OF LPGA BLVD & EXC LAT CANAL R/W & S 1/2 OF E 1/4 OF LOT 33 & S 390 FT OF N 1/2 OF E 1/4 OF LOT 33 HOPKINS MAP FITCH GRANT EXC PART OF LOTS 32 & 33 PER OR 647 PG 7 BEING S 500 FT N OF 10TH ST OF E 323.73 FT ON S/L W OF LATERAL CANAL R/WFront Page

All other pages are subsequent to this page regardless of any numbers that may be printed thereon.

Attachment: HH122_WWTP BTU Cleaning_Bid Set Specs_05.10.17 (2) (1704 : WWTP Biological Treatment Units Cleaning)

Certificate for Filing in Public Records**PAYMENT AND PERFORMANCE BOND**

(Public Works)

In Compliance with Section 255.05(1)(a) Florida Statutes (2010)

Bond No. _____

The Principal, _____
 by and through its undersigned representative, does hereby certify that the attached:

Payment and Performance Bond No. _____,
 is a true and correct copy of the fully executed financial guarantee delivered to:

CITY OF HOLLY HILL, FLORIDA

pursuant to Section 255.05, Florida Statutes (2010); as Owner/Holder of the subject property in trust for the public, for the public construction project known as:

WASTEWATER TREATMENT PLANT BTU CLEANING
BID# 16WW05 RE-BID

located in Holly Hill, Volusia County, Florida, and identified by the City of Holly Hill as Case No. _____.

All claimants are called upon to take notice of the notice requirements and time limitations prescribed by Section 255.05(2), Florida Statutes (2010).

_____ a Florida _____
 Mailing Address: _____

By: _____
 Name/Title: _____

STATE OF FLORIDA
 COUNTY OF VOLUSIA

The foregoing Certificate of Filing was acknowledged before me this _____ day of _____, 20____, by _____ as a duly authorized representative of _____ a Florida _____, the Principal named in the attached **Payment and Performance Bond No.** _____.

Notary, please check one:

_____ Personally known to me
 _____ Produced identification

 Notary Public, State of Florida

My Commission Expires: _____

Printed Name: _____

SECTION 00650
 CERTIFICATE OF INSURANCE
 FOR
 PUBLIC LIABILITY AND PROPERTY DAMAGE

This is to certify _____ Company has
 issued to _____, of the City of _____, State of _____,
 the following policy or policies; Public Liability Policy No. _____ effective on _____,
 _____, 20____, limits _____,
 Property Damage Policy No. _____ effective on _____, 20____, and
 expiring on _____, 20____, limits _____.

If at any time this coverage is to be canceled, the undersigned will notify the insured and _____,
 _____, in writing thirty (30) days prior to cancellation of
 the policy.

(This certificate must be made by a duly authorized official of the Insurance Company carrying the risk, or a separate certificate of similar context executed on Insurance Company's Standard Form may be attached hereto.)

END OF SECTION

SECTION 00660

AFFIDAVIT REGARDING WORKMEN'S COMPENSATION

State of _____

County of _____

_____being duly sworn according to law, deposes and says
 (it, he, they) ha_____ accepted the Workmen's Compensation laws of the State of Florida, with
 its supplements and amendments and has insured (its, his, their) liability there under in
 accordance with the terms of said Laws with the _____Company,
 under the terms of Policy No. _____ for a period from _____, 20
 to _____, 20 ____.

WITNESS:

CONTRACTOR:

By_____

Title_____

Sworn to and subscribed before me this ____ day of _____, 20____.

Notary Public_____
Notary Public (Print or Type)

My Commission Expires:_____

END OF SECTION

SECTION 00665
 CERTIFICATE OF INSURANCE
 FOR
 WORKMEN'S COMPENSATION

This is to certify that _____, Company has
 issued to _____, of the City of _____,
 State of _____, the following policy or policies: Workmen's Compensation
 and Employer's Liability Policy No. _____ effective on _____, 20 ____.
 re _____ Policy No. _____
 effective on _____, 20 ____ and expiring on _____, 20 ____
 re _____ limits _____.

If at any time this coverage is to be canceled, the undersigned will notify the insured and
 the _____ in writing thirty (30) days
 prior to cancellation of policy.

(This certificate must be made by a duly authorized official of the Insurance Company carrying
 the risk, or a separate certificate of similar context executed on Insurance Company's Standard
 Form may be attached hereto.)

END OF SECTION

SECTION 00670

CONTRACTOR'S STATEMENT UNDER OATH, TO OWNER

To: _____

The undersigned as Contractor has heretofore, on the ____ day of _____, 20 __, has been awarded a Contract by you, as Owner, to furnish all the materials and labor in the construction of a project entitled: _____ for the Contract Price of _____ in accordance with plans and specifications therefore as prepared by Quentin L. Hampton Associates, Inc., P.O. Drawer 290247, 4401 Eastport Parkway, Holly Hill, Florida 32129-0247.

Said project has been completed and the Contract and Plans therefore fully complied with and all of the Contract Price has been paid by you, except the Final Payment thereon, which is now due, but is being withheld until a sworn statement is furnished, as required by _____ showing whether there are any unpaid and outstanding bills in connection with said Project.

The undersigned hereby certified, under oath, that all lienors contracting directly with or directly employed by the undersigned, on said Contract, have been paid in full, and further certifies, under oath, that there are no outstanding or unpaid bills for labor performed, or materials furnished in connection with said work or improvements.

Dated at _____ this ____ day of _____, 20____.

By _____
 Contractor

Title _____

State of _____

County of _____

Sworn to and subscribed before me this _____ day of _____, 20 ____.

 Notary Public

My Commission Expires: _____

END OF SECTION

SECTION 00680

RECEIPT AND RELEASE

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned _____ of _____ was heretofore, on _____, 20 __, award a Contract by _____ for the Contract Price of _____ to furnish all the materials and labor in the construction of a project entitled: **WASTEWATER TREATMENT PLANT BTU CLEANING** in accordance with the plans and specifications therefore, as prepared by Quentin L. Hampton Associates, Inc., Engineers, and the undersigned has completed said work and fully complied with said Contract and has heretofore received the sum of \$ _____ as payment thereon.

That the undersigned has this date received from _____ the sum of \$ _____, representing the full balance due _____, as Contractor, under the terms of said Contract, and certified that said Contract has been fully performed in accordance with the terms thereof, and that _____ has paid in full all persons furnishing labor and/or materials in connection therewith, including all subcontractors and suppliers, and that there are no unpaid bills for labor performed or materials furnished in connection with said work or improvements.

That the undersigned, for value received, does hereby forever release and discharge the said as described in the said Contract, from any and all liens, claims or demands whatsoever that has or may have for work performed or materials furnished thereon by any subcontractor or supplier and that _____ will hold harmless the _____ from any and all loss and liability arising or to arise by reason of any unpaid bills for labor performed or materials furnished on said project in connection with said work or improvements. This document is only binding upon receipt of a check for the above balance due.

IN WITNESS WHEREOF, the undersigned has hereto set ____ hand and seal this _____ day of _____, 20 ____.

Witnessed by:

CONTRACTOR

By _____

Title _____

State of _____

County of _____

Before me, the undersigned authority, personally appeared _____, to me well known and known to me to be the person described in and who executed the foregoing instrument, and he acknowledged before me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this ____ day of _____ ,
20 ____.

My Commission Expires:

Notary Public, State of Florida

END OF SECTION

SECTION 00690

CONSENT OF SURETY
FOR FINAL PAYMENTProject Name: **WASTEWATER TREATMENT PLANT BTU CLEANING**

Location _____

Project No. _____ Contract No. _____

Type of Contract _____

Amount of Contract _____

In accordance with the provisions of the above-named contract between the Owner and the Contractor, the following named surety: _____
 on the Payment Bond of the following named Contractor: _____
 hereby approves of final payment to the Contractor, and further agrees that said final payment to the Contractor shall not relieve the Surety Company named herein of any of its obligations to the following named Owner, as set forth in said Surety company's bond: _____.

IN WITNESS WHEREOF, the Surety Company has hereunto set its hand and seal this
 day of _____, 20 ____.

(Name of Surety Company)_____
(Signature of Authorized Representative)

(Affix Corporate Seal)

TITLE

END OF SECTION

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

STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

Prepared by

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

and

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NATIONAL SOCIETY OF PROFESSIONAL ENGINEERS

Endorsed by



CONSTRUCTION SPECIFICATIONS INSTITUTE

These General Conditions have been prepared for use with the Suggested Forms of Agreement Between Owner and Contractor (EJCDC C-520 or C-525, 2007 Editions). Their provisions are interrelated and a change in one may necessitate a change in the other. Comments concerning their usage are contained in the Narrative Guide to the EJCDC Construction Documents (EJCDC C-001, 2007 Edition). For guidance in the preparation of Supplementary Conditions, see Guide to the Preparation of Supplementary Conditions (EJCDC C-800, 2007 Edition).

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STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

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ARTICLE 1 – DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

- A. Wherever used in the Bidding Requirements or Contract Documents and printed with initial capital letters, the terms listed below will have the meanings indicated which are applicable to both the singular and plural thereof. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.
1. Addenda—Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.
 2. Agreement—The written instrument which is evidence of the agreement between Owner and Contractor covering the Work.
 3. Application for Payment—The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.
 4. Asbestos—Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.
 5. Bid—The offer or proposal of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.
 6. Bidder—The individual or entity who submits a Bid directly to Owner.
 7. Bidding Documents—The Bidding Requirements and the proposed Contract Documents (including all Addenda).
 8. Bidding Requirements—The advertisement or invitation to bid, Instructions to Bidders, Bid security of acceptable form, if any, and the Bid Form with any supplements.
 9. Change Order—A document recommended by Engineer which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, issued on or after the Effective Date of the Agreement.

10. Claim—A demand or assertion by Owner or Contractor seeking an adjustment of Contract Price or Contract Times, or both, or other relief with respect to the terms of the Contract. A demand for money or services by a third party is not a Claim.
11. Contract—The entire and integrated written agreement between the Owner and Contractor concerning the Work. The Contract supersedes prior negotiations, representations, or agreements, whether written or oral.
12. Contract Documents—Those items so designated in the Agreement. Only printed or hard copies of the items listed in the Agreement are Contract Documents. Approved Shop Drawings, other Contractor submittals, and the reports and drawings of subsurface and physical conditions are not Contract Documents.
13. Contract Price—The moneys payable by Owner to Contractor for completion of the Work in accordance with the Contract Documents as stated in the Agreement (subject to the provisions of Paragraph 11.03 in the case of Unit Price Work).
14. Contract Times—The number of days or the dates stated in the Agreement to: (i) achieve Milestones, if any; (ii) achieve Substantial Completion; and (iii) complete the Work so that it is ready for final payment as evidenced by Engineer's written recommendation of final payment.
15. Contractor—The individual or entity with whom Owner has entered into the Agreement.
16. Cost of the Work—See Paragraph 11.01 for definition.
17. Drawings—That part of the Contract Documents prepared or approved by Engineer which graphically shows the scope, extent, and character of the Work to be performed by Contractor. Shop Drawings and other Contractor submittals are not Drawings as so defined.
18. Effective Date of the Agreement—The date indicated in the Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.
19. Engineer—The individual or entity named as such in the Agreement.
20. Field Order—A written order issued by Engineer which requires minor changes in the Work but which does not involve a change in the Contract Price or the Contract Times.
21. General Requirements—Sections of Division 1 of the Specifications.

22. Hazardous Environmental Condition—The presence at the Site of Asbestos, PCBs, Petroleum, Hazardous Waste, or Radioactive Material in such quantities or circumstances that may present a substantial danger to persons or property exposed thereto.
23. Hazardous Waste—The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.
24. Laws and Regulations; Laws or Regulations—Any and all applicable laws, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
25. Liens—Charges, security interests, or encumbrances upon Project funds, real property, or personal property.
26. Milestone—A principal event specified in the Contract Documents relating to an intermediate completion date or time prior to Substantial Completion of all the Work.
27. Notice of Award—The written notice by Owner to the Successful Bidder stating that upon timely compliance by the Successful Bidder with the conditions precedent listed therein, Owner will sign and deliver the Agreement.
28. Notice to Proceed—A written notice given by Owner to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work under the Contract Documents.
29. Owner—The individual or entity with whom Contractor has entered into the Agreement and for whom the Work is to be performed.
30. PCBs—Polychlorinated biphenyls.
31. Petroleum—Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-Hazardous Waste and crude oils.
32. Progress Schedule—A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising the Contractor's plan to accomplish the Work within the Contract Times.
33. Project—The total construction of which the Work to be performed under the Contract Documents may be the whole, or a part.

34. Project Manual—The bound documentary information prepared for bidding and constructing the Work. A listing of the contents of the Project Manual, which may be bound in one or more volumes, is contained in the table(s) of contents.
35. Radioactive Material—Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.
36. Resident Project Representative—The authorized representative of Engineer who may be assigned to the Site or any part thereof.
37. 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.
38. 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.
39. 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.
40. Shop Drawings—All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work.
41. Site—Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements for access thereto, and such other lands furnished by Owner which are designated for the use of Contractor.
42. Specifications—That part of the Contract Documents consisting of written requirements for materials, equipment, systems, standards and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable thereto.
43. Subcontractor—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work at the Site.
44. Substantial Completion—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and

“substantially completed” as applied to all or part of the Work refer to Substantial Completion thereof.

45. Successful Bidder—The Bidder submitting a responsive Bid to whom Owner makes an award.
46. Supplementary Conditions—That part of the Contract Documents which amends or supplements these General Conditions.
47. Supplier—A manufacturer, fabricator, supplier, distributor, material man, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or Subcontractor.
48. Underground Facilities—All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.
49. Unit Price Work—Work to be paid for on the basis of unit prices.
50. Work—The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction, and furnishing, installing, and incorporating all materials and equipment into such construction, all as required by the Contract Documents.
51. Work Change Directive—A written statement to Contractor issued on or after the Effective Date of the Agreement and signed by Owner and recommended by Engineer ordering an addition, deletion, or revision in the Work, or responding to differing or unforeseen subsurface or physical conditions under which the Work is to be performed or to emergencies. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the change ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Times.

1.02 Terminology

- A. The words and terms discussed in Paragraph 1.02.B through F are not defined but, when used in the Bidding Requirements or Contract Documents, have the indicated meaning.
- B. Intent of Certain Terms or Adjectives:

1. The Contract Documents include the terms “as allowed,” “as approved,” “as ordered,” “as directed” or terms of like effect or import to authorize an exercise of professional judgment by Engineer. In addition, the adjectives “reasonable,” “suitable,” “acceptable,” “proper,” “satisfactory,” or adjectives of like effect or import are used to describe an action or determination of Engineer as to the Work. It is intended that such exercise of professional judgment, action, or determination will be solely to evaluate, in general, the Work for compliance with the information in the Contract Documents and with the design concept of the Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective is not intended to and shall not be effective to assign to Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility contrary to the provisions of Paragraph 9.09 or any other provision of the Contract Documents.
- C. Day:
1. The word “day” means a calendar day of 24 hours measured from midnight to the next midnight.
- D. Defective:
1. The word “defective,” when modifying the word “Work,” refers to Work that is unsatisfactory, faulty, or deficient in that it:
 - a. Does not conform to the Contract Documents; or
 - b. Does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents; or
 - c. Has been damaged prior to Engineer’s recommendation of final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with Paragraph 14.04 or 14.05).
- E. Furnish, Install, Perform, And Provide:
1. The word “furnish,” when used in connection with services, materials, or equipment, shall mean to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.
 2. The word “install,” when used in connection with services, materials, or equipment, shall mean to put into use or place in final position said services, materials, or equipment complete and ready for intended use.

3. The words “perform” or “provide,” when used in connection with services, materials, or equipment, shall mean to furnish and install said services, materials, or equipment complete and ready for intended use.
 4. When “furnish,” “install,” “perform,” or “provide” is not used in connection with services, materials, or equipment in a context clearly requiring an obligation of Contractor, “provide” is implied.
- F. Unless stated otherwise in the Contract Documents, words or phrases that have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

ARTICLE 2 – PRELIMINARY MATTERS

2.01 *Delivery of Bonds and Evidence of Insurance*

- A. When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner such bonds as Contractor may be required to furnish.
- B. Evidence of Insurance: Before any Work at the Site is started, Contractor and Owner shall each deliver to the other, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance which either of them or any additional insured may reasonably request) which Contractor and Owner respectively are required to purchase and maintain in accordance with Article 5.

2.02 *Copies of Documents*

- A. Owner shall furnish to Contractor up to ten printed or hard copies of the Drawings and Project Manual. Additional copies will be furnished upon request at the cost of reproduction.

2.03 *Commencement of Contract Times; Notice to Proceed*

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

2.04 *Starting the Work*

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

2.05 *Before Starting Construction*

- A. Preliminary Schedules: Within 10 days after the Effective Date of the Agreement (unless otherwise specified in the General Requirements), Contractor shall submit to Engineer for timely review:
 - 1. A preliminary Progress Schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract Documents;
 - 2. A preliminary Schedule of Submittals; and
 - 3. A preliminary Schedule of Values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

2.06 *Preconstruction Conference; Designation of Authorized Representatives*

- A. Before any Work at the Site is started, a conference attended by Owner, Contractor, Engineer, and others as appropriate will be held to establish a working understanding among the parties as to the Work and to discuss the schedules referred to in Paragraph 2.05.A, procedures for handling Shop Drawings and other submittals, processing Applications for Payment, and maintaining required records.
- B. At this conference Owner and Contractor each shall designate, in writing, a specific individual to act as its authorized representative with respect to the services and responsibilities under the Contract. Such individuals shall have the authority to transmit instructions, receive information, render decisions relative to the Contract, and otherwise act on behalf of each respective party.

2.07 *Initial Acceptance of Schedules*

- A. At least 10 days before submission of the first Application for Payment a conference attended by Contractor, Engineer, and others as appropriate will be held to review for acceptability to Engineer as provided below the schedules submitted in accordance with Paragraph 2.05.A. Contractor shall have an additional 10 days to make corrections and adjustments and to complete and resubmit the schedules. No progress payment shall be made to Contractor until acceptable schedules are submitted to Engineer.
 - 1. The Progress Schedule will be acceptable to Engineer if it provides an orderly progression of the Work to completion within the Contract Times. Such acceptance will not impose on Engineer responsibility for the Progress Schedule, for

sequencing, scheduling, or progress of the Work, nor interfere with or relieve Contractor from Contractor's full responsibility therefore.

2. Contractor's Schedule of Submittals will be acceptable to Engineer if it provides a workable arrangement for reviewing and processing the required submittals.
3. Contractor's Schedule of Values will be acceptable to Engineer as to form and substance if it provides a reasonable allocation of the Contract Price to component parts of the Work.

ARTICLE 3 – CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE

3.01 *Intent*

- A. The Contract Documents are complementary; what is required by one is as binding as if required by all.
- B. It is the intent of the Contract Documents to describe a functionally complete project (or part thereof) to be constructed in accordance with the Contract Documents. Any labor, documentation, services, materials, or equipment that reasonably may be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the indicated result will be provided whether or not specifically called for, at no additional cost to Owner.
- C. Clarifications and interpretations of the Contract Documents shall be issued by Engineer as provided in Article 9.

3.02 *Reference Standards*

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

authority to undertake responsibility inconsistent with the provisions of the Contract Documents.

3.03 *Reporting and Resolving Discrepancies*

A. Reporting Discrepancies:

1. Contractor's Review of Contract Documents Before Starting Work: Before undertaking each part of the Work, Contractor shall carefully study and compare the Contract Documents and check and verify pertinent figures therein and all applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy which Contractor discovers, or has actual knowledge of, and shall obtain a written interpretation or clarification from Engineer before proceeding with any Work affected thereby.
2. Contractor's Review of Contract Documents During Performance of Work: If, during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents, or between the Contract Documents and (a) any applicable Law or Regulation, (b) any standard, specification, manual, or code, or (c) any instruction of any Supplier, then Contractor shall promptly report it to Engineer in writing. Contractor shall not proceed with the Work affected thereby (except in an emergency as required by Paragraph 6.16.A) until an amendment or supplement to the Contract Documents has been issued by one of the methods indicated in Paragraph 3.04.
3. Contractor shall not be liable to Owner or Engineer for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Contractor had actual knowledge thereof.

B. Resolving Discrepancies:

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

3.04 *Amending and Supplementing Contract Documents*

- A. The Contract Documents may be amended to provide for additions, deletions, and revisions in the Work or to modify the terms and conditions thereof by either a Change Order or a Work Change Directive.
- B. The requirements of the Contract Documents may be supplemented and minor variations and deviations in the Work may be authorized, by one or more of the following ways:
 - 1. A Field Order;
 - 2. Engineer's approval of a Shop Drawing or Sample (subject to the provisions of Paragraph 6.17.D.3); or
 - 3. Engineer's written interpretation or clarification.

3.05 *Reuse of Documents*

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

3.06 *Electronic Data*

- A. Unless otherwise stated in the Supplementary Conditions, the data furnished by Owner or Engineer to Contractor, or by Contractor to Owner or Engineer, that may be relied upon are limited to the printed copies (also known as hard copies). Files in electronic media format of text, data, graphics, or other types are furnished only for the convenience of the receiving party. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.
- B. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the

receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 60-day acceptance period will be corrected by the transferring party.

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

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

4.01 *Availability of Lands*

- A. Owner shall furnish the Site. Owner shall notify Contractor of any encumbrances or restrictions not of general application but specifically related to use of the Site with which Contractor must comply in performing the Work. Owner will obtain in a timely manner and pay for easements for permanent structures or permanent changes in existing facilities. If Contractor and Owner are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, as a result of any delay in Owner's furnishing the Site or a part thereof, Contractor may make a Claim therefore as provided in Paragraph 10.05.
- B. Upon reasonable written request, Owner shall furnish Contractor with a current statement of record legal title and legal description of the lands upon which the Work is to be performed and Owner's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.
- C. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

4.02 *Subsurface and Physical Conditions*

- A. Reports and Drawings: The Supplementary Conditions identify:
 - 1. Those reports known to Owner of explorations and tests of subsurface conditions at or contiguous to the Site; and
 - 2. Those drawings known to Owner of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities).
- B. Limited Reliance by Contractor on Technical Data Authorized: Contractor may rely upon the accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data," Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers,

directors, members, partners, employees, agents, consultants, or subcontractors with respect to:

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

4.03 *Differing Subsurface or Physical Conditions*

- A. Notice: If Contractor believes that any subsurface or physical condition that is uncovered or revealed either:
 1. Is of such a nature as to establish that any "technical data" on which Contractor is entitled to rely as provided in Paragraph 4.02 is materially inaccurate; or
 2. Is of such a nature as to require a change in the Contract Documents; or
 3. Differs materially from that shown or indicated in the Contract Documents; or
 4. Is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;
 5. Then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by Paragraph 6.16.A), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except as aforesaid) until receipt of written order to do so.
- B. Engineer's Review: After receipt of written notice as required by Paragraph 4.03.A, Engineer will promptly review the pertinent condition, determine the necessity of Owner's obtaining additional exploration or tests with respect thereto, and advise Owner in writing (with a copy to Contractor) of Engineer's findings and conclusions.
- C. Possible Price and Times Adjustments:

1. The Contract Price or the Contract Times, or both, will be equitably adjusted to the extent that the existence of such differing subsurface or physical condition causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:
 - a. Such condition must meet any one or more of the categories described in Paragraph 4.03.A; and
 - b. With respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraphs 9.07 and 11.03.
2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times if:
 - a. Contractor knew of the existence of such conditions at the time Contractor made a final commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract; or
 - b. The existence of such condition could reasonably have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such final commitment; or
 - c. Contractor failed to give the written notice as required by Paragraph 4.03.A.
3. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, a Claim may be made therefore as provided in Paragraph 10.05. However, neither Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors shall be liable to Contractor for any claims, costs, losses, or damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Contractor on or in connection with any other project or anticipated project.

4.04 *Underground Facilities*

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

1. Owner and Engineer shall not be responsible for the accuracy or completeness of any such information or data provided by others; and
 2. The cost of all of the following will be included in the Contract Price, and Contractor shall have full responsibility for:
 - a. Reviewing and checking all such information and data;
 - b. Locating all Underground Facilities shown or indicated in the Contract Documents;
 - c. Coordination of the Work with the owners of such Underground Facilities, including Owner, during construction; and
 - d. The safety and protection of all such Underground Facilities and repairing any damage thereto resulting from the Work.
- B. Not Shown or Indicated:
1. If an Underground Facility is uncovered or revealed at or contiguous to the Site which was not shown or indicated, or not shown or indicated with reasonable accuracy in the Contract Documents, Contractor shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 6.16.A), identify the owner of such Underground Facility and give written notice to that owner and to Owner and Engineer. Engineer will promptly review the Underground Facility and determine the extent, if any, to which a change is required in the Contract Documents to reflect and document the consequences of the existence or location of the Underground Facility. During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.
 2. If Engineer concludes that a change in the Contract Documents is required, a Work Change Directive or a Change Order will be issued to reflect and document such consequences. An equitable adjustment shall be made in the Contract Price or Contract Times, or both, to the extent that they are attributable to the existence or location of any Underground Facility that was not shown or indicated or not shown or indicated with reasonable accuracy in the Contract Documents and that Contractor did not know of and could not reasonably have been expected to be aware of or to have anticipated. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment in Contract Price or Contract Times, Owner or Contractor may make a Claim therefore as provided in Paragraph 10.05.

4.05 *Reference Points*

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

4.06 *Hazardous Environmental Condition at Site*

- A. Reports and Drawings: The Supplementary Conditions identify those reports and drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at the Site.
- B. Limited Reliance by Contractor on Technical Data Authorized: Contractor may rely upon the accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data," Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors with respect to:
 - 1. The completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor and safety precautions and programs incident thereto; or
 - 2. Other data, interpretations, opinions and information contained in such reports or shown or indicated in such drawings; or
 - 3. Any Contractor interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions or information.
- C. Contractor shall not be responsible for any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work. Contractor shall be responsible for a Hazardous Environmental Condition created with any materials brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible.
- D. If Contractor encounters a Hazardous Environmental Condition or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition,

- Contractor shall immediately: (i) secure or otherwise isolate such condition; (ii) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 6.16.A); and (iii) notify Owner and Engineer (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any. Promptly after consulting with Engineer, Owner shall take such actions as are necessary to permit Owner to timely obtain required permits and provide Contractor the written notice required by Paragraph 4.06.E.
- E. Contractor shall not be required to resume Work in connection with such condition or in any affected area until after Owner has obtained any required permits related thereto and delivered 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 Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, or both, as a result of such Work stoppage or such special conditions under which Work is agreed to be resumed by Contractor, either party may make a Claim therefore as provided in Paragraph 10.05.
- F. If after receipt of such written notice Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of an adjustment in Contract Price or Contract Times as a result of deleting such portion of the Work, then either party may make a Claim therefore as provided in Paragraph 10.05. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 7.
- G. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition: (i) was not shown or indicated in the Drawings or Specifications or identified in the Contract Documents to be included within the scope of the Work, and (ii) was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 4.06.G shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.
- H. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and

against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 4.06.H shall obligate Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

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

ARTICLE 5 – BONDS AND INSURANCE

5.01 *Performance, Payment, and Other Bonds*

- A. Contractor shall furnish performance and payment bonds, each in an amount at least equal to the Contract Price as security for the faithful performance and payment of all of Contractor's obligations under the Contract Documents. These bonds shall remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified in Paragraph 13.07, whichever is later, except as provided otherwise by Laws or Regulations or by the Contract Documents. Contractor shall also furnish such other bonds as are required by the Contract Documents.
- B. All bonds shall be in the form prescribed by the Contract Documents except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in the list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. All bonds signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority shall show that it is effective on the date the agent or attorney-in-fact signed each bond.
- C. If the surety on any bond furnished by Contractor is declared bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirements of Paragraph 5.01.B, Contractor shall promptly notify Owner and Engineer and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which shall comply with the requirements of Paragraphs 5.01.B and 5.02.

5.02 *Licensed Sureties and Insurers*

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

5.03 *Certificates of Insurance*

- A. Contractor shall deliver to Owner, with copies to each additional insured and loss payee identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by Owner or any other additional insured) which Contractor is required to purchase and maintain.
- B. Owner shall deliver to Contractor, with copies to each additional insured and loss payee identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by Contractor or any other additional insured) which Owner is required to purchase and maintain.
- C. Failure of Owner to demand such certificates or other evidence of Contractor's full compliance with these insurance requirements or failure of Owner to identify a deficiency in compliance from the evidence provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance.
- E. Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Contractor.
- F. The insurance and insurance limits required herein shall not be deemed as a limitation on Contractor's liability under the indemnities granted to Owner in the Contract Documents.

5.04 *Contractor's Insurance*

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

2. Claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees;
 3. Claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees;
 4. Claims for damages insured by reasonably available personal injury liability coverage which are sustained:
 - a. By any person as a result of an offense directly or indirectly related to the employment of such person by Contractor, or
 - b. By any other person for any other reason;
 5. Claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting there from; and
 6. Claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.
- B. The policies of insurance required by this Paragraph 5.04 shall:
1. With respect to insurance required by Paragraphs 5.04.A.3 through 5.04.A.6 inclusive, be written on an occurrence basis, include as additional insureds (subject to any customary exclusion regarding professional liability) Owner and Engineer, and any other individuals or entities identified in the Supplementary Conditions, all of whom shall be listed as additional insureds, and include coverage for the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of all such additional insureds, and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby;
 2. Include at least the specific coverage and be written for not less than the limits of liability provided in the Supplementary Conditions or required by Laws or Regulations, whichever is greater;
 3. Include contractual liability insurance covering Contractor's indemnity obligations under Paragraphs 6.11 and 6.20;
 4. Contain a provision or endorsement that the coverage afforded will not be canceled, materially changed or renewal refused until at least 30 days prior written notice has been given to Owner and Contractor and to each other additional insured identified in the Supplementary Conditions to whom a certificate of insurance has been issued

(and the certificates of insurance furnished by the Contractor pursuant to Paragraph 5.03 will so provide);

5. Remain in effect at least until final payment and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work in accordance with Paragraph 13.07; and
6. Include completed operations coverage:
 - a. Such insurance shall remain in effect for two years after final payment.
 - b. Contractor shall furnish Owner and each other additional insured identified in the Supplementary Conditions, to whom a certificate of insurance has been issued, evidence satisfactory to Owner and any such additional insured of continuation of such insurance at final payment and one year thereafter.

5.05 *Owner's Liability Insurance*

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

5.06 *Property Insurance*

- A. Unless otherwise provided in the Supplementary Conditions, Owner shall purchase and maintain property insurance upon the Work at the Site in the amount of the full replacement cost thereof (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). This insurance shall:
 1. Include the interests of Owner, Contractor, Subcontractors, and Engineer, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as a loss payee;
 2. Be written on a Builder's Risk "all-risk" policy form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, false work, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire, lightning, extended coverage, theft, vandalism and malicious mischief, earthquake, collapse, debris removal, demolition occasioned by enforcement of Laws and Regulations, water damage (other than that caused by flood), and such other perils or causes of loss as may be specifically required by the Supplementary Conditions.

3. Include expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects);
 4. Cover materials and equipment stored at the Site or at another location that was agreed to in writing by Owner prior to being incorporated in the Work, provided that such materials and equipment have been included in an Application for Payment recommended by Engineer;
 5. Allow for partial utilization of the Work by Owner;
 6. Include testing and startup; and
 7. Be maintained in effect until final payment is made unless otherwise agreed to in writing by Owner, Contractor, and Engineer with 30 days written notice to each other loss payee to whom a certificate of insurance has been issued.
- B. Owner shall purchase and maintain such equipment breakdown insurance or additional property insurance as may be required by the Supplementary Conditions or Laws and Regulations which will include the interests of Owner, Contractor, Subcontractors, and Engineer, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as a loss payee.
- C. All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained in accordance with this Paragraph 5.06 will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 30 days prior written notice has been given to Owner and Contractor and to each other loss payee to whom a certificate of insurance has been issued and will contain waiver provisions in accordance with Paragraph 5.07.
- D. Owner shall not be responsible for purchasing and maintaining any property insurance specified in this Paragraph 5.06 to protect the interests of Contractor, Subcontractors, or others in the Work to the extent of any deductible amounts that are identified in the Supplementary Conditions. The risk of loss within such identified deductible amount will be borne by Contractor, Subcontractors, or others suffering any such loss, and if any of them wishes property insurance coverage within the limits of such amounts, each may purchase and maintain it at the purchaser's own expense.
- E. If Contractor requests in writing that other special insurance be included in the property insurance policies provided under this Paragraph 5.06, Owner shall, if possible, include such insurance, and the cost thereof will be charged to Contractor by appropriate Change Order. Prior to commencement of the Work at the Site, Owner shall advise Contractor in writing whether or not such other insurance has been procured by Owner.

5.07 Waiver of Rights

- A. Owner and Contractor intend that all policies purchased in accordance with Paragraph 5.06 will protect Owner, Contractor, Subcontractors, and Engineer, and all other individuals or entities identified in the Supplementary Conditions as loss payees (and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them) in such policies and will provide primary coverage for all losses and damages caused by the perils or causes of loss covered thereby. All such policies shall contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any of the insureds or loss payees there under. Owner and Contractor waive all rights against each other and their respective officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them for all losses and damages caused by, arising out of or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Subcontractors and Engineer, and all other individuals or entities identified in the Supplementary Conditions as loss payees (and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them) under such policies for losses and damages so caused. None of the above waivers shall extend to the rights that any party making such waiver may have to the proceeds of insurance held by Owner as trustee or otherwise payable under any policy so issued.
- B. Owner waives all rights against Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them for:
 1. Loss due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Owner's property or the Work caused by, arising out of, or resulting from fire or other perils whether or not insured by Owner; and
 2. Loss or damage to the completed Project or part thereof caused by, arising out of, or resulting from fire or other insured peril or cause of loss covered by any property insurance maintained on the completed Project or part thereof by Owner during partial utilization pursuant to Paragraph 14.05, after Substantial Completion pursuant to Paragraph 14.04, or after final payment pursuant to Paragraph 14.07.
- C. Any insurance policy maintained by Owner covering any loss, damage or consequential loss referred to in Paragraph 5.07.B shall contain provisions to the effect that in the event of payment of any such loss, damage, or consequential loss, the insurers will have no rights of recovery against Contractor, Subcontractors, or Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them.

5.08 *Receipt and Application of Insurance Proceeds*

- A. Any insured loss under the policies of insurance required by Paragraph 5.06 will be adjusted with Owner and made payable to Owner as fiduciary for the loss payees, as their interests may appear, subject to the requirements of any applicable mortgage clause and of Paragraph 5.08.B. Owner shall deposit in a separate account any money so received and shall distribute it in accordance with such agreement as the parties in interest may reach. If no other special agreement is reached, the damaged Work shall be repaired or replaced, the moneys so received applied on account thereof, and the Work and the cost thereof covered by an appropriate Change Order.
- B. Owner as fiduciary shall have power to adjust and settle any loss with the insurers unless one of the parties in interest shall object in writing within 15 days after the occurrence of loss to Owner's exercise of this power. If such objection be made, Owner as fiduciary shall make settlement with the insurers in accordance with such agreement as the parties in interest may reach. If no such agreement among the parties in interest is reached, Owner as fiduciary shall adjust and settle the loss with the insurers and, if required in writing by any party in interest, Owner as fiduciary shall give bond for the proper performance of such duties.

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

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

5.10 *Partial Utilization, Acknowledgment of Property Insurer*

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

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

ARTICLE 6 – CONTRACTOR’S RESPONSIBILITIES

6.01 *Supervision and Superintendence*

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

6.02 *Labor; Working Hours*

- A. Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor shall at all times maintain good discipline and order at the Site.
- B. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours. Contractor will not permit the performance of Work on a Saturday, Sunday, or any legal holiday without Owner’s written consent (which will not be unreasonably withheld) given after prior written notice to Engineer.

6.03 *Services, Materials, and Equipment*

- A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start-up, and completion of the Work.
- B. All materials and equipment incorporated into the Work shall be as specified or, if not specified, shall be of good quality and new, except as otherwise provided in the Contract Documents. All special warranties and guarantees required by the Specifications shall expressly run to the benefit of Owner. If required by Engineer, Contractor shall furnish

satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.

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

6.04 *Progress Schedule*

- A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.07 as it may be adjusted from time to time as provided below.
 - 1. Contractor shall submit to Engineer for acceptance (to the extent indicated in Paragraph 2.07) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times. Such adjustments will comply with any provisions of the General Requirements applicable thereto.
 - 2. Proposed adjustments in the Progress Schedule that will change the Contract Times shall be submitted in accordance with the requirements of Article 12. Adjustments in Contract Times may only be made by a Change Order.

6.05 *Substitutes and “Or-Equals”*

- A. Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the specification or description is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or “or-equal” item or no substitution is permitted, other items of material or equipment or material or equipment of other Suppliers may be submitted to Engineer for review under the circumstances described below.
 - 1. “Or-Equal” Items: If in Engineer’s sole discretion an item of material or equipment proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, it may be considered by Engineer as an “or-equal” item, in which case review and approval of the proposed item may, in Engineer’s sole discretion, be accomplished without compliance with some or all of the requirements for approval of proposed substitute items. For the purposes of this Paragraph 6.05.A.1, a proposed item of material or equipment will be considered functionally equal to an item so named if:
 - a. In the exercise of reasonable judgment Engineer determines that:
 - 1) It is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;

- 2) It will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole; and
 - 3) It has a proven record of performance and availability of responsive service.
- b. Contractor certifies that, if approved and incorporated into the Work:
- 1) There will be no increase in cost to the Owner or increase in Contract Times; and
 - 2) It will conform substantially to the detailed requirements of the item named in the Contract Documents.
2. Substitute Items:
- a. If in Engineer's sole discretion an item of material or equipment proposed by Contractor does not qualify as an "or-equal" item under Paragraph 6.05.A.1, it will be considered a proposed substitute item.
 - b. Contractor shall submit sufficient information as provided below to allow Engineer to determine if the item of material or equipment proposed is essentially equivalent to that named and an acceptable substitute therefore. Requests for review of proposed substitute items of material or equipment will not be accepted by Engineer from anyone other than Contractor.
 - c. The requirements for review by Engineer will be as set forth in Paragraph 6.05.A.2.d, as supplemented by the General Requirements, and as Engineer may decide is appropriate under the circumstances.
 - d. Contractor shall make written application to Engineer for review of a proposed substitute item of material or equipment that Contractor seeks to furnish or use. The application:
 - 1) Shall certify that the proposed substitute item will:
 - a) Perform adequately the functions and achieve the results called for by the general design,
 - b) Be similar in substance to that specified, and
 - c) Be suited to the same use as that specified;
 - 2) Will state:

- a) The extent, if any, to which the use of the proposed substitute item will prejudice Contractor's achievement of Substantial Completion on time,
 - b) Whether use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for other work on the Project) to adapt the design to the proposed substitute item, and
 - c) Whether incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty;
 - 3) Will identify:
 - a) All variations of the proposed substitute item from that specified, and
 - b) Available engineering, sales, maintenance, repair, and replacement services; and
 - 4) Shall contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including costs of redesign and claims of other contractors affected by any resulting change.
- B. Substitute Construction Methods or Procedures: If a specific means, method, technique, sequence, or procedure of construction is expressly required by the Contract Documents, Contractor may furnish or utilize a substitute means, method, technique, sequence, or procedure of construction approved by Engineer. Contractor shall submit sufficient information to allow Engineer, in Engineer's sole discretion, to determine that the substitute proposed is equivalent to that expressly called for by the Contract Documents. The requirements for review by Engineer will be similar to those provided in Paragraph 6.05.A.2.
- C. Engineer's Evaluation: Engineer will be allowed a reasonable time within which to evaluate each proposal or submittal made pursuant to Paragraphs 6.05.A and 6.05.B. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No "or equal" or substitute will be ordered, installed or utilized until Engineer's review is complete, which will be evidenced by a Change Order in the case of a substitute and an approved Shop Drawing for an "or equal." Engineer will advise Contractor in writing of any negative determination.

- D. Special Guarantee: Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.
- E. Engineer's Cost Reimbursement: Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor pursuant to Paragraphs 6.05.A.2 and 6.05.B. Whether or not Engineer approves a substitute so proposed or submitted by Contractor, Contractor shall reimburse Owner for the reasonable charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the reasonable charges of Engineer for making changes in the Contract Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute.
- F. Contractor's Expense: Contractor shall provide all data in support of any proposed substitute or "or-equal" at Contractor's expense.

6.06 *Concerning Subcontractors, Suppliers, and Others*

- A. Contractor shall not employ any Subcontractor, Supplier, or other individual or entity (including those acceptable to Owner as indicated in Paragraph 6.06.B), whether initially or as a replacement, against whom Owner may have reasonable objection. Contractor shall not be required to employ any Subcontractor, Supplier, or other individual or entity to furnish or perform any of the Work against whom Contractor has reasonable objection.
- B. If the Supplementary Conditions require the identity of certain Subcontractors, Suppliers, or other individuals or entities to be submitted to Owner in advance for acceptance by Owner by a specified date prior to the Effective Date of the Agreement, and if Contractor has submitted a list thereof in accordance with the Supplementary Conditions, Owner's acceptance (either in writing or by failing to make written objection thereto by the date indicated for acceptance or objection in the Bidding Documents or the Contract Documents) of any such Subcontractor, Supplier, or other individual or entity so identified may be revoked on the basis of reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor, Supplier, or other individual or entity, and the Contract Price will be adjusted by the difference in the cost occasioned by such replacement, and an appropriate Change Order will be issued. No acceptance by Owner of any such Subcontractor, Supplier, or other individual or entity, whether initially or as a replacement, shall constitute a waiver of any right of Owner or Engineer to reject defective Work.
- C. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of the Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work just as Contractor is responsible for Contractor's own acts and omissions. Nothing in the Contract Documents:

1. Shall create for the benefit of any such Subcontractor, Supplier, or other individual or entity any contractual relationship between Owner or Engineer and any such Subcontractor, Supplier or other individual or entity; nor
 2. Shall create any obligation on the part of Owner or Engineer to pay or to see to the payment of any moneys due any such Subcontractor, Supplier, or other individual or entity except as may otherwise be required by Laws and Regulations.
- D. Contractor shall be solely responsible for scheduling and coordinating the Work of Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work under a direct or indirect contract with Contractor.
- E. Contractor shall require all Subcontractors, Suppliers, and such other individuals or entities performing or furnishing any of the Work to communicate with Engineer through Contractor.
- F. The divisions and sections of the Specifications and the identifications of any Drawings shall not control Contractor in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.
- G. All Work performed for Contractor by a Subcontractor or Supplier will be pursuant to an appropriate agreement between Contractor and the Subcontractor or Supplier which specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of Owner and Engineer. Whenever any such agreement is with a Subcontractor or Supplier who is listed as a loss payee on the property insurance provided in Paragraph 5.06, the agreement between the Contractor and the Subcontractor or Supplier will contain provisions whereby the Subcontractor or Supplier waives all rights against Owner, Contractor, Engineer, and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or loss payees (and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them) for all losses and damages caused by, arising out of, relating to, or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work. If the insurers on any such policies require separate waiver forms to be signed by any Subcontractor or Supplier, Contractor will obtain the same.

6.07 *Patent Fees and Royalties*

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

of any license fee or royalty to others, the existence of such rights shall be disclosed by Owner in the Contract Documents.

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

6.08 *Permits*

- A. Unless otherwise provided in the Supplementary Conditions, Contractor shall obtain and pay for all construction permits and licenses. Owner shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work which are applicable at the time of opening of Bids, or, if there are no Bids, on the Effective Date of the Agreement. Owner shall pay all charges of utility owners for connections for providing permanent service to the Work.

6.09 *Laws and Regulations*

- A. Contractor shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.
- B. If Contractor performs any Work knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other

professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work. However, it shall not be Contractor's responsibility to make certain that the Specifications and Drawings are in accordance with Laws and Regulations, but this shall not relieve Contractor of Contractor's obligations under Paragraph 3.03.

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

6.10 Taxes

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

6.11 Use of Site and Other Areas

- A. Limitation on Use of Site and Other Areas:
 1. Contractor shall confine construction equipment, the storage of materials and equipment, and the operations of workers to the Site and other areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and other areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof, or of any adjacent land or areas resulting from the performance of the Work.
 2. Should any claim be made by any such owner or occupant because of the performance of the Work, Contractor shall promptly settle with such other party by negotiation or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law.
 3. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against Owner, Engineer, or any other party indemnified hereunder to the extent caused by or based upon Contractor's performance of the Work.

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

6.12 *Record Documents*

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

6.13 *Safety and Protection*

- A. Contractor shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. Such responsibility does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with applicable safety Laws and Regulations. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:
 1. All persons on the Site or who may be affected by the Work;
 2. All the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and
 3. Other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.

- B. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify owners of adjacent property and of Underground Facilities and other utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property.
- C. Contractor shall comply with the applicable requirements of Owner's safety programs, if any. The Supplementary Conditions identify any Owner's safety programs that are applicable to the Work.
- D. Contractor shall inform Owner and Engineer of the specific requirements of Contractor's safety program with which Owner's and Engineer's employees and representatives must comply while at the Site.
- E. All damage, injury, or loss to any property referred to in Paragraph 6.13.A.2 or 6.13.A.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner or Engineer or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).
- F. Contractor's duties and responsibilities for safety and for protection of the Work shall continue until such time as all the Work is completed and Engineer has issued a notice to Owner and Contractor in accordance with Paragraph 14.07.B that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).

6.14 *Safety Representative*

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

6.15 *Hazard Communication Programs*

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

6.16 *Emergencies*

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

6.17 *Shop Drawings and Samples*

- A. Contractor shall submit Shop Drawings and Samples to Engineer for review and approval in accordance with the accepted Schedule of Submittals (as required by Paragraph 2.07). Each submittal will be identified as Engineer may require.
 - 1. Shop Drawings:
 - a. Submit number of copies specified in the General Requirements.
 - b. Data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Contractor proposes to provide and to enable Engineer to review the information for the limited purposes required by Paragraph 6.17.D.
 - 2. Samples:
 - a. Submit number of Samples specified in the Specifications.
 - b. Clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended, and other data as Engineer may require to enable Engineer to review the submittal for the limited purposes required by Paragraph 6.17.D.
- B. Where a Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals, any related Work performed prior to Engineer's review and approval of the pertinent submittal will be at the sole expense and responsibility of Contractor.

C. Submittal Procedures:

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

D. Engineer's Review:

1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the Schedule of Submittals acceptable to Engineer. Engineer's review and approval will be only to determine if the items covered by the submittals will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.
2. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction (except where a particular means, method, technique, sequence, or procedure of construction is specifically and expressly called for by the Contract Documents) or to safety precautions or programs incident

thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.

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

E. Resubmittal Procedures:

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

6.18 *Continuing the Work*

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

6.19 *Contractor's General Warranty and Guarantee*

- A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer and its officers, directors, members, partners, employees, agents, consultants, and subcontractors shall be entitled to rely on representation of Contractor's warranty and guarantee.
- B. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:
 1. Abuse, modification, or improper maintenance or operation by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or
 2. Normal wear and tear under normal usage.
- C. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of Contractor's obligation to perform the Work in accordance with the Contract Documents:

1. Observations by Engineer;
2. Recommendation by Engineer or payment by Owner of any progress or final payment;
3. The issuance of a certificate of Substantial Completion by Engineer or any payment related thereto by Owner;
4. Use or occupancy of the Work or any part thereof by Owner;
5. Any review and approval of a Shop Drawing or Sample submittal or the issuance of a notice of acceptability by Engineer;
6. Any inspection, test, or approval by others; or
7. Any correction of defective Work by Owner.

6.20 *Indemnification*

- A. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting there from but only to the extent caused by any negligent act or omission of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable .
- B. In any and all claims against Owner or Engineer or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 6.20.A shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.
- C. The indemnification obligations of Contractor under Paragraph 6.20.A shall not extend to the liability of Engineer and Engineer's officers, directors, members, partners, employees, agents, consultants and subcontractors arising out of:

1. The preparation or approval of, or the failure to prepare or approve maps, Drawings, opinions, reports, surveys, Change Orders, designs, or Specifications; or
2. Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.

6.21 *Delegation of Professional Design Services*

- A. Contractor will not be required to provide professional design services unless such services are specifically required by the Contract Documents for a portion of the Work or unless such services are required to carry out Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. Contractor shall not be required to provide professional services in violation of applicable law.
- B. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of Contractor by the Contract Documents, Owner and Engineer will specify all performance and design criteria that such services must satisfy. Contractor shall cause such services or certifications to be provided by a properly licensed professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to Engineer.
- C. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals, provided Owner and Engineer have specified to Contractor all performance and design criteria that such services must satisfy.
- D. Pursuant to this Paragraph 6.21, Engineer's review and approval of design calculations and design drawings will be only for the limited purpose of checking for conformance with performance and design criteria given and the design concept expressed in the Contract Documents. Engineer's review and approval of Shop Drawings and other submittals (except design calculations and design drawings) will be only for the purpose stated in Paragraph 6.17.D.1.
- E. Contractor shall not be responsible for the adequacy of the performance or design criteria required by the Contract Documents.

ARTICLE 7 – OTHER WORK AT THE SITE

7.01 *Related Work at Site*

- A. Owner may perform other work related to the Project at the Site with Owner's employees or through other direct contracts therefore, or have other work performed by utility owners. If such other work is not noted in the Contract Documents, then:
 - 1. Written notice thereof will be given to Contractor prior to starting any such other work; and
 - 2. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times that should be allowed as a result of such other work, a Claim may be made therefore as provided in Paragraph 10.05.
- B. Contractor shall afford each other contractor who is a party to such a direct contract, each utility owner, and Owner, if Owner is performing other work with Owner's employees, proper and safe access to the Site, provide a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work, and properly coordinate the Work with theirs. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering such work; provided, however, that Contractor may cut or alter others' work with the written consent of Engineer and the others whose work will be affected. The duties and responsibilities of Contractor under this Paragraph are for the benefit of such utility owners and other contractors to the extent that there are comparable provisions for the benefit of Contractor in said direct contracts between Owner and such utility owners and other contractors.
- C. If the proper execution or results of any part of Contractor's Work depends upon work performed by others under this Article 7, Contractor shall inspect such other work and promptly report to Engineer in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Contractor's Work. Contractor's failure to so report will constitute an acceptance of such other work as fit and proper for integration with Contractor's Work except for latent defects and deficiencies in such other work.

7.02 *Coordination*

- A. If Owner intends to contract with others for the performance of other work on the Project at the Site, the following will be set forth in Supplementary Conditions:
 - 1. The individual or entity who will have authority and responsibility for coordination of the activities among the various contractors will be identified;

2. The specific matters to be covered by such authority and responsibility will be itemized; and
 3. The extent of such authority and responsibilities will be provided.
- B. Unless otherwise provided in the Supplementary Conditions, Owner shall have sole authority and responsibility for such coordination.

7.03 *Legal Relationships*

- A. Paragraphs 7.01.A and 7.02 are not applicable for utilities not under the control of Owner.
- B. Each other direct contract of Owner under Paragraph 7.01.A shall provide that the other contractor is liable to Owner and Contractor for the reasonable direct delay and disruption costs incurred by Contractor as a result of the other contractor's wrongful actions or inactions.
- C. Contractor shall be liable to Owner and any other contractor under direct contract to Owner for the reasonable direct delay and disruption costs incurred by such other contractor as a result of Contractor's wrongful action or inactions.

ARTICLE 8 – OWNER'S RESPONSIBILITIES

8.01 *Communications to Contractor*

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

8.02 *Replacement of Engineer*

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

8.03 *Furnish Data*

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

8.04 *Pay When Due*

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

8.05 *Lands and Easements; Reports and Tests*

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

8.06 *Insurance*

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

8.07 *Change Orders*

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

8.08 *Inspections, Tests, and Approvals*

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

8.09 *Limitations on Owner's Responsibilities*

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

8.10 *Undisclosed Hazardous Environmental Condition*

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

8.11 *Evidence of Financial Arrangements*

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

8.12 *Compliance with Safety Program*

- A. While at the Site, Owner's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Owner has been informed pursuant to Paragraph 6.13.D.

ARTICLE 9 – ENGINEER'S STATUS DURING CONSTRUCTION

9.01 *Owner's Representative*

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

9.02 *Visits to Site*

- A. Engineer will make visits to the Site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe as an experienced and qualified design professional the progress that has been made and the quality of the various aspects of Contractor's executed Work. Based on information obtained during such visits and observations, Engineer, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. Engineer's efforts will be directed toward providing for Owner a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, Engineer will keep Owner informed of the progress of the Work and will endeavor to guard Owner against defective Work.
- B. Engineer's visits and observations are subject to all the limitations on Engineer's authority and responsibility set forth in Paragraph 9.09. Particularly, but without limitation, during or as a result of Engineer's visits or observations of Contractor's Work, Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work.

9.03 *Project Representative*

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

responsibilities and authority and limitations thereon of such other individual or entity will be as provided in the Supplementary Conditions.

9.04 *Authorized Variations in Work*

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

9.05 *Rejecting Defective Work*

- A. Engineer will have authority to reject Work which Engineer believes to be defective, or that Engineer believes will not produce a completed Project that conforms to the Contract Documents or that will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Engineer will also have authority to require special inspection or testing of the Work as provided in Paragraph 13.04, whether or not the Work is fabricated, installed, or completed.

9.06 *Shop Drawings, Change Orders and Payments*

- A. In connection with Engineer's authority, and limitations thereof, as to Shop Drawings and Samples, see Paragraph 6.17.
- B. In connection with Engineer's authority, and limitations thereof, as to design calculations and design drawings submitted in response to a delegation of professional design services, if any, see Paragraph 6.21.
- C. In connection with Engineer's authority as to Change Orders, see Articles 10, 11, and 12.
- D. In connection with Engineer's authority as to Applications for Payment, see Article 14.

9.07 *Determinations for Unit Price Work*

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

conditions or more accurate data) upon Owner and Contractor, subject to the provisions of Paragraph 10.05.

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

- A. Engineer will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work there under. All matters in question and other matters between Owner and Contractor arising prior to the date final payment is due relating to the acceptability of the Work, and the interpretation of the requirements of the Contract Documents pertaining to the performance of the Work, will be referred initially to Engineer in writing within 30 days of the event giving rise to the question.
- B. Engineer will, with reasonable promptness, render a written decision on the issue referred. If Owner or Contractor believes that any such decision entitles them to an adjustment in the Contract Price or Contract Times or both, a Claim may be made under Paragraph 10.05. The date of Engineer's decision shall be the date of the event giving rise to the issues referenced for the purposes of Paragraph 10.05.B.
- C. Engineer's written decision on the issue referred will be final and binding on Owner and Contractor, subject to the provisions of Paragraph 10.05.
- D. When functioning as interpreter and judge under this Paragraph 9.08, Engineer will not show partiality to Owner or Contractor and will not be liable in connection with any interpretation or decision rendered in good faith in such capacity.

9.09 *Limitations on Engineer's Authority and Responsibilities*

- A. Neither Engineer's authority or responsibility under this Article 9 or under any other provision of the Contract Documents nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.
- B. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.
- C. Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.

- D. Engineer's review of the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Paragraph 14.07.A will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals that the results certified indicate compliance with, the Contract Documents.
- E. The limitations upon authority and responsibility set forth in this Paragraph 9.09 shall also apply to the Resident Project Representative, if any, and assistants, if any.

9.10 *Compliance with Safety Program*

- A. While at the Site, Engineer's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Engineer has been informed pursuant to Paragraph 6.13.D.

ARTICLE 10 – CHANGES IN THE WORK; CLAIMS

10.01 *Authorized Changes in the Work*

- A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work by a Change Order, or a Work Change Directive. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved which will be performed under the applicable conditions of the Contract Documents (except as otherwise specifically provided).
- B. If Owner and Contractor are unable to agree on entitlement to, or on the amount or extent, if any, of an adjustment in the Contract Price or Contract Times, or both, that should be allowed as a result of a Work Change Directive, a Claim may be made therefore as provided in Paragraph 10.05.

10.02 *Unauthorized Changes in the Work*

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

10.03 *Execution of Change Orders*

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

1. Changes in the Work which are: (i) ordered by Owner pursuant to Paragraph 10.01.A, (ii) required because of acceptance of defective Work under Paragraph 13.08.A or Owner's correction of defective Work under Paragraph 13.09, or (iii) agreed to by the parties;
2. Changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive; and
3. Changes in the Contract Price or Contract Times which embody the substance of any written decision rendered by Engineer pursuant to Paragraph 10.05; provided that, in lieu of executing any such Change Order, an appeal may be taken from any such decision in accordance with the provisions of the Contract Documents and applicable Laws and Regulations, but during any such appeal, Contractor shall carry on the Work and adhere to the Progress Schedule as provided in Paragraph 6.18.A.

10.04 *Notification to Surety*

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

10.05 *Claims*

- A. **Engineer's Decision Required:** All Claims, except those waived pursuant to Paragraph 14.09, shall be referred to the Engineer for decision. A decision by Engineer shall be required as a condition precedent to any exercise by Owner or Contractor of any rights or remedies either may otherwise have under the Contract Documents or by Laws and Regulations in respect of such Claims.
- B. **Notice:** Written notice stating the general nature of each Claim shall be delivered by the claimant to Engineer and the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto. The responsibility to substantiate a Claim shall rest with the party making the Claim. Notice of the amount or extent of the Claim, with supporting data shall be delivered to the Engineer and the other party to the Contract within 60 days after the start of such event (unless Engineer allows additional time for claimant to submit additional or more accurate data in support of such Claim). A Claim for an adjustment in Contract Price shall be prepared in accordance with the provisions of Paragraph 12.01.B. A Claim for an adjustment in Contract Times shall be prepared in accordance with the provisions of Paragraph 12.02.B. Each Claim shall be accompanied by claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant believes it is entitled as a result of said event. The opposing party shall submit

- any response to Engineer and the claimant within 30 days after receipt of the claimant's last submittal (unless Engineer allows additional time).
- C. Engineer's Action: Engineer will review each Claim and, within 30 days after receipt of the last submittal of the claimant or the last submittal of the opposing party, if any, take one of the following actions in writing:
1. Deny the Claim in whole or in part;
 2. Approve the Claim; or
 3. Notify the parties that the Engineer is unable to resolve the Claim if, in the Engineer's sole discretion, it would be inappropriate for the Engineer to do so. For purposes of further resolution of the Claim, such notice shall be deemed a denial.
- D. In the event that Engineer does not take action on a Claim within said 30 days, the Claim shall be deemed denied.
- E. Engineer's written action under Paragraph 10.05.C or denial pursuant to Paragraphs 10.05.C.3 or 10.05.D will be final and binding upon Owner and Contractor, unless Owner or Contractor invoke the dispute resolution procedure set forth in Article 16 within 30 days of such action or denial.
- F. No Claim for an adjustment in Contract Price or Contract Times will be valid if not submitted in accordance with this Paragraph 10.05.

ARTICLE 11 – COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK

11.01 *Cost of the Work*

- A. *Costs Included:* The term Cost of the Work means the sum of all costs, except those excluded in Paragraph 11.01.B, necessarily incurred and paid by Contractor in the proper performance of the Work. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, the costs to be reimbursed to Contractor will be only those additional or incremental costs required because of the change in the Work or because of the event giving rise to the Claim. Except as otherwise may be agreed to in writing by Owner, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall not include any of the costs itemized in Paragraph 11.01.B, and shall include only the following items:
1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor. Such employees shall include, without limitation, superintendents, foremen, and other personnel employed full time on the Work. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of

their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits, which shall include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, shall be included in the above to the extent authorized by Owner.

2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts shall accrue to Owner. All trade discounts, rebates and refunds and returns from sale of surplus materials and equipment shall accrue to Owner, and Contractor shall make provisions so that they may be obtained.
3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from subcontractors acceptable to Owner and Contractor and shall deliver such bids to Owner, who will then determine, with the advice of Engineer, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee shall be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 11.01.
4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed for services specifically related to the Work.
5. Supplemental costs including the following:
 - a. The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.
 - b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Contractor.
 - c. Rentals of all construction equipment and machinery, and the parts thereof whether rented from Contractor or others in accordance with rental agreements approved by Owner with the advice of Engineer, and the costs of

transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.

- d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, as imposed by Laws and Regulations.
- e. Deposits lost for causes other than negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.
- f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of property insurance established in accordance with Paragraph 5.06.D), provided such losses and damages have resulted from causes other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses shall be included in the Cost of the Work for the purpose of determining Contractor's fee.
- g. The cost of utilities, fuel, and sanitary facilities at the Site.
- h. Minor expenses such as telegrams, long distance telephone calls, telephone service at the Site, express and courier services, and similar petty cash items in connection with the Work.
- i. The costs of premiums for all bonds and insurance Contractor are required by the Contract Documents to purchase and maintain.

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

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

2. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.
 3. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.
 4. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.
 5. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraphs 11.01.A.
- C. Contractor's Fee: When all the Work is performed on the basis of cost-plus, Contractor's fee shall be determined as set forth in the Agreement. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, Contractor's fee shall be determined as set forth in Paragraph 12.01.C.
- D. Documentation: Whenever the Cost of the Work for any purpose is to be determined pursuant to Paragraphs 11.01.A and 11.01.B, Contractor will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in a form acceptable to Engineer an itemized cost breakdown together with supporting data.

11.02 Allowances

- A. It is understood that Contractor has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums and by such persons or entities as may be acceptable to Owner and Engineer.
- B. Cash Allowances:
1. Contractor agrees that:
 - a. The cash allowances include the cost to Contractor (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and
 - b. Contractor's costs for unloading and handling on the Site, labor, installation, overhead, profit, and other expenses contemplated for the cash allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment on account of any of the foregoing will be valid.

- C. Contingency Allowance:
 - 1. Contractor agrees that a contingency allowance, if any, is for the sole use of Owner to cover unanticipated costs.
- D. Prior to final payment, an appropriate Change Order will be issued as recommended by Engineer to reflect actual amounts due Contractor on account of Work covered by allowances, and the Contract Price shall be correspondingly adjusted.

11.03 Unit Price Work

- A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.
- B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Determinations of the actual quantities and classifications of Unit Price Work performed by Contractor will be made by Engineer subject to the provisions of Paragraph 9.07.
- C. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.
- D. Owner or Contractor may make a Claim for an adjustment in the Contract Price in accordance with Paragraph 10.05 if:
 - 1. The quantity of any item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement; and
 - 2. There is no corresponding adjustment with respect to any other item of Work; and
 - 3. Contractor believes that Contractor is entitled to an increase in Contract Price as a result of having incurred additional expense or Owner believes that Owner is entitled to a decrease in Contract Price and the parties are unable to agree as to the amount of any such increase or decrease.

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

12.01 Change of Contract Price

- A. The Contract Price may only be changed by a Change Order. Any Claim for an adjustment in the Contract Price shall be based on written notice submitted by the party making the

Claim to the Engineer and the other party to the Contract in accordance with the provisions of Paragraph 10.05.

- B. The value of any Work covered by a Change Order or of any Claim for an adjustment in the Contract Price will be determined as follows:
1. Where the Work involved is covered by unit prices contained in the Contract Documents, by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 11.03); or
 2. Where the Work involved is not covered by unit prices contained in the Contract Documents, by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 12.01.C.2); or
 3. Where the Work involved is not covered by unit prices contained in the Contract Documents and agreement to a lump sum is not reached under Paragraph 12.01.B.2, on the basis of the Cost of the Work (determined as provided in Paragraph 11.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 12.01.C).
- C. Contractor's Fee: The Contractor's fee for overhead and profit shall be determined as follows:
1. A mutually acceptable fixed fee; or
 2. If a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:
 - a. For costs incurred under Paragraphs 11.01.A.1 and 11.01.A.2, the Contractor's fee shall be 15 percent;
 - b. For costs incurred under Paragraph 11.01.A.3, the Contractor's fee shall be five percent;
 - c. Where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraphs 12.01.C.2.a and 12.01.C.2.b is that the Subcontractor who actually performs the Work, at whatever tier, will be paid a fee of 15 percent of the costs incurred by such Subcontractor under Paragraphs 11.01.A.1 and 11.01.A.2 and that any higher tier Subcontractor and Contractor will each be paid a fee of five percent of the amount paid to the next lower tier Subcontractor;
 - d. No fee shall be payable on the basis of costs itemized under Paragraphs 11.01.A.4, 11.01.A.5, and 11.01.B;

- e. The amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in cost will be the amount of the actual net decrease in cost plus a deduction in Contractor's fee by an amount equal to five percent of such net decrease; and
- f. When both additions and credits are involved in any one change, the adjustment in Contractor's fee shall be computed on the basis of the net change in accordance with Paragraphs 12.01.C.2.a through 12.01.C.2.e, inclusive.

12.02 *Change of Contract Times*

- A. The Contract Times may only be changed by a Change Order. Any Claim for an adjustment in the Contract Times shall be based on written notice submitted by the party making the Claim to the Engineer and the other party to the Contract in accordance with the provisions of Paragraph 10.05.
- B. Any adjustment of the Contract Times covered by a Change Order or any Claim for an adjustment in the Contract Times will be determined in accordance with the provisions of this Article 12.

12.03 *Delays*

- A. Where Contractor is prevented from completing any part of the Work within the Contract Times due to delay beyond the control of Contractor, the Contract Times will be extended in an amount equal to the time lost due to such delay if a Claim is made therefore as provided in Paragraph 12.02.A. Delays beyond the control of Contractor shall include, but not be limited to, acts or neglect by Owner, acts or neglect of utility owners or other contractors performing other work as contemplated by Article 7, fires, floods, epidemics, abnormal weather conditions, or acts of God.
- B. If Owner, Engineer, or other contractors or utility owners performing other work for Owner as contemplated by Article 7, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in the Contract Price or the Contract Times, or both. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.
- C. If Contractor is delayed in the performance or progress of the Work by fire, flood, epidemic, abnormal weather conditions, acts of God, acts or failures to act of utility owners not under the control of Owner, or other causes not the fault of and beyond control of Owner and Contractor, then Contractor shall be entitled to an equitable adjustment in Contract Times, if such adjustment is essential to Contractor's ability to complete the Work within the Contract Times. Such an adjustment shall be Contractor's sole and exclusive remedy for the delays described in this Paragraph 12.03.C.

- D. Owner, Engineer, and their officers, directors, members, partners, employees, agents, consultants, or subcontractors shall not be liable to Contractor for any claims, costs, losses, or damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Contractor on or in connection with any other project or anticipated project.
- E. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delays within the control of Contractor. Delays attributable to and within the control of a Subcontractor or Supplier shall be deemed to be delays within the control of Contractor.

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

13.01 *Notice of Defects*

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

13.02 *Access to Work*

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

13.03 *Tests and Inspections*

- A. Contractor shall give Engineer timely notice of readiness of the Work for all required inspections, tests, or approvals and shall cooperate with inspection and testing personnel to facilitate required inspections or tests.
- B. Owner shall employ and pay for the services of an independent testing laboratory to perform all inspections, tests, or approvals required by the Contract Documents except:
 1. For inspections, tests, or approvals covered by Paragraphs 13.03.C and 13.03.D below;
 2. That costs incurred in connection with tests or inspections conducted pursuant to Paragraph 13.04.B shall be paid as provided in Paragraph 13.04.C; and
 3. As otherwise specifically provided in the Contract Documents.

- C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Engineer the required certificates of inspection or approval.
- D. Contractor shall be responsible for arranging and obtaining and shall pay all costs in connection with any inspections, tests, or approvals required for Owner's and Engineer's acceptance of materials or equipment to be incorporated in the Work; or acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work. Such inspections, tests, or approvals shall be performed by organizations acceptable to Owner and Engineer.
- E. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, Contractor shall, if requested by Engineer, uncover such Work for observation.
- F. Uncovering Work as provided in Paragraph 13.03.E shall be at Contractor's expense unless Contractor has given Engineer timely notice of Contractor's intention to cover the same and Engineer has not acted with reasonable promptness in response to such notice.

13.04 *Uncovering Work*

- A. If any Work is covered contrary to the written request of Engineer, it must, if requested by Engineer, be uncovered for Engineer's observation and replaced at Contractor's expense.
- B. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, Contractor, at Engineer's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Engineer may require, that portion of the Work in question, furnishing all necessary labor, material, and equipment.
- C. If it is found that the uncovered Work is defective, Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and Owner shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount thereof, Owner may make a Claim therefore as provided in Paragraph 10.05.
- D. If the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and

reconstruction. If the parties are unable to agree as to the amount or extent thereof, Contractor may make a Claim therefore as provided in Paragraph 10.05.

13.05 *Owner May Stop the Work*

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

13.06 *Correction or Removal of Defective Work*

- A. Promptly after receipt of written notice, Contractor shall correct all defective Work, whether or not fabricated, installed, or completed, or, if the Work has been rejected by Engineer, remove it from the Project and replace it with Work that is not defective. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or removal (including but not limited to all costs of repair or replacement of work of others).
- B. When correcting defective Work under the terms of this Paragraph 13.06 or Paragraph 13.07, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.

13.07 *Correction Period*

- A. If within one year after the date of Substantial Completion (or such longer period of time as may be prescribed by the terms of any applicable special guarantee required by the Contract Documents) or by any specific provision of the Contract Documents, any Work is found to be defective, or if the repair of any damages to the land or areas made available for Contractor's use by Owner or permitted by Laws and Regulations as contemplated in Paragraph 6.11.A is found to be defective, Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:
 1. Repair such defective land or areas; or
 2. Correct such defective Work; or
 3. If the defective Work has been rejected by Owner, remove it from the Project and replace it with Work that is not defective, and

4. Satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others or other land or areas resulting there from.
- B. If Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others) will be paid by Contractor.
 - C. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications.
 - D. Where defective Work (and damage to other Work resulting there from) has been corrected or removed and replaced under this Paragraph 13.07, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.
 - E. Contractor's obligations under this Paragraph 13.07 are in addition to any other obligation or warranty. The provisions of this Paragraph 13.07 shall not be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

13.08 *Acceptance of Defective Work*

- A. If, instead of requiring correction or removal and replacement of defective Work, Owner (and, prior to Engineer's recommendation of final payment, Engineer) prefers to accept it, Owner may do so. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) attributable to Owner's evaluation of and determination to accept such defective Work (such costs to be approved by Engineer as to reasonableness) and for the diminished value of the Work to the extent not otherwise paid by Contractor pursuant to this sentence. If any such acceptance occurs prior to Engineer's recommendation of final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work, and Owner shall be entitled to an appropriate decrease in the Contract Price, reflecting the diminished value of Work so accepted. If the parties are unable to agree as to the amount thereof, Owner may make a Claim therefore as provided in Paragraph 10.05. If the acceptance occurs after such recommendation, an appropriate amount will be paid by Contractor to Owner.

13.09 *Owner May Correct Defective Work*

- A. If Contractor fails within a reasonable time after written notice from Engineer to correct defective Work, or to remove and replace rejected Work as required by Engineer in accordance with Paragraph 13.06.A, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any other provision of the Contract Documents, Owner may, after seven days written notice to Contractor, correct, or remedy any such deficiency.
- B. In exercising the rights and remedies under this Paragraph 13.09, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, take possession of Contractor's tools, appliances, construction equipment and machinery at the Site, and incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner's representatives, agents and employees, Owner's other contractors, and Engineer and Engineer's consultants access to the Site to enable Owner to exercise the rights and remedies under this Paragraph.
- C. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 13.09 will be charged against Contractor, and a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and Owner shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount of the adjustment, Owner may make a Claim therefore as provided in Paragraph 10.05. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.
- D. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies under this Paragraph 13.09.

ARTICLE 14 – PAYMENTS TO CONTRACTOR AND COMPLETION

14.01 *Schedule of Values*

- A. The Schedule of Values established as provided in Paragraph 2.07.A will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to Engineer. Progress payments on account of Unit Price Work will be based on the number of units completed.

14.02 Progress Payments

A. Applications for Payments:

1. At least 20 days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to Engineer for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice, or other documentation warranting that Owner has received the materials and equipment free and clear of all Liens and evidence that the materials and equipment are covered by appropriate property insurance or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.
2. Beginning with the second Application for Payment, each Application shall include an affidavit of Contractor stating that all previous progress payments received on account of the Work have been applied on account to discharge Contractor's legitimate obligations associated with prior Applications for Payment.
3. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.

B. Review of Applications:

1. Engineer will, within 10 days after receipt of each Application for Payment, either indicate in writing a recommendation of payment and present the Application to Owner or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.
2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's observations of the executed Work as an experienced and qualified design professional, and on Engineer's review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:
 - a. The Work has progressed to the point indicated;
 - b. The quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, the results of any subsequent tests

called for in the Contract Documents, a final determination of quantities and classifications for Unit Price Work under Paragraph 9.07, and any other qualifications stated in the recommendation); and

- c. The conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work.
3. By recommending any such payment Engineer will not thereby be deemed to have represented that:
 - a. Inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract Documents; or
 - b. There may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.
 4. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose responsibility on Engineer:
 - a. To supervise, direct, or control the Work, or
 - b. For the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or
 - c. For Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work, or
 - d. To make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or
 - e. To determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.
 5. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 14.02.B.2. Engineer may also refuse to recommend any such payment or, because of subsequently discovered evidence or the results of subsequent inspections or tests, revise or revoke any such payment recommendation

previously made, to such extent as may be necessary in Engineer's opinion to protect Owner from loss because:

- a. The Work is defective, or completed Work has been damaged, requiring correction or replacement;
- b. The Contract Price has been reduced by Change Orders;
- c. Owner has been required to correct defective Work or complete Work in accordance with Paragraph 13.09; or
- d. Engineer has actual knowledge of the occurrence of any of the events enumerated in Paragraph 15.02.A.

C. Payment Becomes Due:

- 1. Ten days after presentation of the Application for Payment to Owner with Engineer's recommendation, the amount recommended will (subject to the provisions of Paragraph 14.02.D) become due, and when due will be paid by Owner to Contractor.

D. Reduction in Payment:

- 1. Owner may refuse to make payment of the full amount recommended by Engineer because:
 - a. claims have been made against Owner on account of Contractor's performance or furnishing of the Work;
 - b. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens;
 - c. There are other items entitling Owner to a set-off against the amount recommended; or
 - d. Owner has actual knowledge of the occurrence of any of the events enumerated in Paragraphs 14.02.B.5.a through 14.02.B.5.c or Paragraph 15.02.A.
- 2. If Owner refuses to make payment of the full amount recommended by Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and promptly pay Contractor any amount remaining after deduction of the amount so withheld. Owner shall promptly pay

Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, when Contractor remedies the reasons for such action.

3. Upon a subsequent determination that Owner's refusal of payment was not justified, the amount wrongfully withheld shall be treated as an amount due as determined by Paragraph 14.02.C.1 and subject to interest as provided in the Agreement.

14.03 *Contractor's Warranty of Title*

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

14.04 *Substantial Completion*

- A. When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner and Engineer in writing that the entire Work is substantially complete (except for items specifically listed by Contractor as incomplete) and request that Engineer issue a certificate of Substantial Completion.
- B. Promptly after Contractor's notification, Owner, Contractor, and Engineer shall make an inspection of the Work to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor in writing giving the reasons therefore.
- C. If Engineer considers the Work substantially complete, Engineer will deliver to Owner a tentative certificate of Substantial Completion which shall fix the date of Substantial Completion. There shall be attached to the certificate a tentative list of items to be completed or corrected before final payment. Owner shall have seven days after receipt of the tentative certificate during which to make written objection to Engineer as to any provisions of the certificate or attached list. If, after considering such objections, Engineer concludes that the Work is not substantially complete, Engineer will, within 14 days after submission of the tentative certificate to Owner, notify Contractor in writing, stating the reasons therefore. If, after consideration of Owner's objections, Engineer considers the Work substantially complete, Engineer will, within said 14 days, execute and deliver to Owner and Contractor a definitive certificate of Substantial Completion (with a revised tentative list of items to be completed or corrected) reflecting such changes from the tentative certificate as Engineer believes justified after consideration of any objections from Owner.
- D. At the time of delivery of the tentative certificate of Substantial Completion, Engineer will deliver to Owner and Contractor a written recommendation as to division of responsibilities pending final payment between Owner and Contractor with respect to security, operation, safety, and protection of the Work, maintenance, heat, utilities, insurance, and warranties and guarantees. Unless Owner and Contractor agree otherwise in writing and so inform

Engineer in writing prior to Engineer's issuing the definitive certificate of Substantial Completion, Engineer's aforesaid recommendation will be binding on Owner and Contractor until final payment.

- E. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to remove its property and complete or correct items on the tentative list.

14.05 *Partial Utilization*

- A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner, Engineer, and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended purpose without significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions:
 1. Owner at any time may request Contractor in writing to permit Owner to use or occupy any such part of the Work which Owner believes to be ready for its intended use and substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor, Owner, and Engineer will follow the procedures of Paragraph 14.04.A through D for that part of the Work.
 2. Contractor at any time may notify Owner and Engineer in writing that Contractor considers any such part of the Work ready for its intended use and substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.
 3. Within a reasonable time after either such request, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefore. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 14.04 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.
 4. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 5.10 regarding property insurance.

14.06 *Final Inspection*

- A. Upon written notice from Contractor that the entire Work or an agreed portion thereof is complete, Engineer will promptly make a final inspection with Owner and Contractor and will notify Contractor in writing of all particulars in which this inspection reveals that the

Work is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

14.07 *Final Payment*

A. Application for Payment:

1. After Contractor has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, marked up record documents (as provided in Paragraph 6.12), and other documents, Contractor may make application for final payment following the procedure for progress payments.
2. The final Application for Payment shall be accompanied (except as previously delivered) by:
 - a. All documentation called for in the Contract Documents, including but not limited to the evidence of insurance required by Paragraph 5.04.B.6;
 - b. Consent of the surety, if any, to final payment;
 - c. A list of all Claims against Owner that Contractor believes are unsettled; and
 - d. Complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of or Liens filed in connection with the Work.
3. In lieu of the releases or waivers of Liens specified in Paragraph 14.07.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (i) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (ii) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner might in any way be responsible, or which might in any way result in liens or other burdens on Owner's property, have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien.

B. Engineer's Review of Application and Acceptance:

1. If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor's other obligations under

the Contract Documents have been fulfilled, Engineer will, within ten days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of payment and present the Application for Payment to Owner for payment. At the same time Engineer will also give written notice to Owner and Contractor that the Work is acceptable subject to the provisions of Paragraph 14.09. Otherwise, Engineer will return the Application for Payment to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.

C. Payment Becomes Due:

1. Thirty days after the presentation to Owner of the Application for Payment and accompanying documentation, the amount recommended by Engineer, less any sum Owner is entitled to set off against Engineer's recommendation, including but not limited to liquidated damages, will become due and will be paid by Owner to Contractor.

14.08 *Final Completion Delayed*

- A. If, through no fault of Contractor, final completion of the Work is significantly delayed, and if Engineer so confirms, Owner shall, upon receipt of Contractor's final Application for Payment (for Work fully completed and accepted) and recommendation of Engineer, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance to be held by Owner for Work not fully completed or corrected is less than the retainage stipulated in the Agreement, and if bonds have been furnished as required in Paragraph 5.01, the written consent of the surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by Contractor to Engineer with the Application for such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

14.09 *Waiver of Claims*

- A. The making and acceptance of final payment will constitute:
1. A waiver of all Claims by Owner against Contractor, except Claims arising from unsettled Liens, from defective Work appearing after final inspection pursuant to Paragraph 14.06, from failure to comply with the Contract Documents or the terms of any special guarantees specified therein, or from Contractor's continuing obligations under the Contract Documents; and
 2. A waiver of all Claims by Contractor against Owner other than those previously made in accordance with the requirements herein and expressly acknowledged by Owner in writing as still unsettled.

ARTICLE 15 – SUSPENSION OF WORK AND TERMINATION

15.01 *Owner May Suspend Work*

- A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by notice in writing to Contractor and Engineer which will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be granted an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension if Contractor makes a Claim therefore as provided in Paragraph 10.05.

15.02 *Owner May Terminate for Cause*

- A. The occurrence of any one or more of the following events will justify termination for cause:
1. Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the Progress Schedule established under Paragraph 2.07 as adjusted from time to time pursuant to Paragraph 6.04);
 2. Contractor's disregard of Laws or Regulations of any public body having jurisdiction;
 3. Contractor's repeated disregard of the authority of Engineer; or
 4. Contractor's violation in any substantial way of any provisions of the Contract Documents.
- B. If one or more of the events identified in Paragraph 15.02.A occur, Owner may, after giving Contractor (and surety) seven days written notice of its intent to terminate the services of Contractor:
1. Exclude Contractor from the Site, and take possession of the Work and of all Contractor's tools, appliances, construction equipment, and machinery at the Site, and use the same to the full extent they could be used by Contractor (without liability to Contractor for trespass or conversion);
 2. Incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere; and
 3. Complete the Work as Owner may deem expedient.

- C. If Owner proceeds as provided in Paragraph 15.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Owner arising out of or relating to completing the Work, such excess will be paid to Contractor. If such claims, costs, losses, and damages exceed such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as to their reasonableness and, when so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this Paragraph, Owner shall not be required to obtain the lowest price for the Work performed.
- D. Notwithstanding Paragraphs 15.02.B and 15.02.C, Contractor's services will not be terminated if Contractor begins within seven days of receipt of notice of intent to terminate to correct its failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of said notice.
- E. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue. Any retention or payment of moneys due Contractor by Owner will not release Contractor from liability.
- F. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 5.01.A, the termination procedures of that bond shall supersede the provisions of Paragraphs 15.02.B and 15.02.C.

15.03 *Owner May Terminate For Convenience*

- A. Upon seven days written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for (without duplication of any items):
 - 1. Completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;
 - 2. Expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses;
 - 3. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred in settlement of terminated contracts with Subcontractors, Suppliers, and others; and

4. Reasonable expenses directly attributable to termination.
- B. Contractor shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

15.04 *Contractor May Stop Work or Terminate*

- A. If, through no act or fault of Contractor, (i) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (ii) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (iii) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon seven days written notice to Owner and Engineer, and provided Owner or Engineer do not remedy such suspension or failure within that time, terminate the Contract and recover from Owner payment on the same terms as provided in Paragraph 15.03.
- B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Engineer has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed for 30 days to pay Contractor any sum finally determined to be due, Contractor may, seven days after written notice to Owner and Engineer, stop the Work until payment is made of all such amounts due Contractor, including interest thereon. The provisions of this Paragraph 15.04 are not intended to preclude Contractor from making a Claim under Paragraph 10.05 for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to Contractor's stopping the Work as permitted by this Paragraph.

ARTICLE 16 – DISPUTE RESOLUTION

16.01 *Methods and Procedures*

- A. Either Owner or Contractor may request mediation of any Claim submitted to Engineer for a decision under Paragraph 10.05 before such decision becomes final and binding. The mediation will be governed by the Construction Industry Mediation Rules of the American Arbitration Association in effect as of the Effective Date of the Agreement. The request for mediation shall be submitted in writing to the American Arbitration Association and the other party to the Contract. Timely submission of the request shall stay the effect of Paragraph 10.05.E.
- B. Owner and Contractor shall participate in the mediation process in good faith. The process shall be concluded within 60 days of filing of the request. The date of termination of the mediation shall be determined by application of the mediation rules referenced above.
- C. If the Claim is not resolved by mediation, Engineer's action under Paragraph 10.05.C or a denial pursuant to Paragraphs 10.05.C.3 or 10.05.D shall become final and binding 30 days after termination of the mediation unless, within that time period, Owner or Contractor:

1. Elects in writing to invoke any dispute resolution process provided for in the Supplementary Conditions; or
2. Agrees with the other party to submit the Claim to another dispute resolution process; or
3. Gives written notice to the other party of the intent to submit the Claim to a court of competent jurisdiction.

ARTICLE 17 – MISCELLANEOUS

17.01 *Giving Notice*

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

17.02 *Computation of Times*

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

17.03 *Cumulative Remedies*

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

17.04 *Survival of Obligations*

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

acceptance of the Work or termination or completion of the Contract or termination of the services of Contractor.

17.05 *Controlling Law*

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

17.06 *Headings*

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

END OF SECTION

Attachment: HH122_WWTP BTU Cleaning_Bid Set Specs_05.10.17 (2) (1704 : WWTP Biological Treatment Units Cleaning)

SECTION 00705
RELEASE OF ALL CLAIMS

STATE OF _____
COUNTY OF _____
CITY OF _____

KNOW ALL MEN BY THESE PRESENTS, that the sum of: _____
Dollars (\$_____) set out in the accompanying Estimate Statement No. _____
Final, the receipt of which is hereby acknowledged, is accepted as full and complete payment for
all work done, materials furnished, and damages or claims arising under the City of Holly Hill
Contract entitled _____.

WITNESSES:

Contractor

Title: _____

(SEAL)

Taken, sworn, and subscribed to before me this _____ day of _____, 20____.

Notary Public Signature

Notary Public (Print or Type)

(SEAL)

My commission Expires: _____

END OF SECTION

SECTION 00800 SUPPLEMENTARY CONDITIONS

These Supplementary Conditions amend or supplement the Standard General Conditions of the Construction Contract (NSPE/ACEC Document No. C-700, 2007 edition) and other provisions of the Contract Documents as indicated below. All provisions which are not so amended or supplemented remain in full force and effect.

SC-1.01A.44 Delete the definition of *Substantial Completion* and insert the following in its place:

44. *Substantial Completion* - The Work (or a specified part thereof) has progressed to the point where, in the opinion of the ENGINEER as evidenced by ENGINEER's definitive certificate of Substantial Completion, it is sufficiently complete, in accordance with the Contract Documents and that all conditions precedent to Substantial Completion have been met in accordance with the Contract Documents, so that the Work (or specified part) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to any Work refer to Substantial Completion thereof.

Add the following definitions at the end of Article 1 - definitions of the Standard General Conditions of the Constitutions Contracts:

- SC-1.01.A.52 Compensable Delay - Any delay beyond the control and without the fault or negligence of the CONTRACTOR resulting from OWNER-caused changes in the Work, differing site conditions, suspensions of the Work, or termination for convenience by the OWNER.
- SC-1.01.A.53 Correction Period - The time during which the CONTRACTOR must correct defective Work or remove defective Work from the site and replace it with non-defective Work, all at no cost to the OWNER, pursuant to paragraph 13.07 of the General Conditions, as supplemented.
- SC-1.01A.54 Final Completion - The date upon which final payment is due to be paid by OWNER to CONTRACTOR.
- SC-1.01A.55 Excusable Delay - Any delay beyond the control and without the fault or negligence of the CONTRACTOR, the OWNER, or any other contractor caused by events or circumstances such as, but not limited to, acts of God or of the public enemy, acts of interveners, acts of the government, fires, floods, epidemics, quarantine restrictions, freight embargoes, and hurricanes, tornadoes, or new sink holes. Labor disputes and above average rainfall shall give rise only to Inexcusable Delays.
- SC-1.01A.56 Float or Slack Time - The time available in the progress schedule during which an unexpected activity can be completed without delaying the Substantial Completion of the Work.

- SC-1.01A.57 Initiation of Operation - The date when the OWNER actually begins to use the entire Work for the purposes for which it was planned, designed and built, thus commences the Correction Period. The OWNER shall not be deemed to have accepted the Work until Initiation of Operation.
- SC-1.01A.58 Modification - (a) A written amendment of the Contract Documents signed by both parties, (b) a Change Order, or (c) a Field Order. A modification may be issued after the Effective Date of the Agreement.
- SC-1.01A.59 Inexcusable Delay - Any delay caused either (i) by events or circumstances within the control of the CONTRACTOR, such as inadequate crewing, slow submittals, etc., which might have been avoided by the exercise of care, prudence, foresight, or diligence on the part of the CONTRACTOR, (ii) by weather conditions (other than hurricanes and tornadoes) or (iii) labor disputes.
- SC-1.01A.60 Non-prejudicial Delay - Any delay impacting a portion of the Work within the available total Float or Slack Time, as that term is used in Section 01310: Progress Schedules, and not necessarily preventing completion of the Work within the Contract Time.
- SC-1.01A.61 Prejudicial Delay - Any Excusable or Compensable Delay impacting the Work and exceeding the total Float Time available in the progress schedule, thus preventing completion of the Work within the Contract Time unless the Work is accelerated.
- SC-1.01A.62 Preoperational Testing (Check-Out-Testing) - All field inspections, installation checks, water tests, performance tests, and necessary corrections required of the CONTRACTOR as a condition or conditions to achieving Substantial Completion to demonstrate to the OWNER and ENGINEER that individual components of the Work have been properly constructed and operate in accordance with the Contract Documents for their intended purposes.
- SC-1.01A.63 Start-Up Testing (Demonstration Testing) - A predefined trial period required as a condition to Initiation of Operation during which CONTRACTOR is to operate the entire Work (or any part thereof agreed to by the OWNER) under actual and simulated operating conditions for the purpose (i) of making such minor adjustments and changes to the Work as may be necessary for the Work to comply with the Contract Documents and (ii) of complying with the final test requirements in the Contract Documents."
- SC-2.02 Modify paragraph 2.02A of the General Conditions:
- A. After the Agreement has been executed, the Engineer will furnish the CONTRACTOR five (5) complete sets of Contract Documents.
- SC-2.03 Delete paragraph 2.03 of the General Conditions in its entirety and insert the following in its place.

- A. A “Notice to Proceed” may be given to the Contractor at any time after the Effective date of the Agreement. The Contract Time will commence to run on the day indicated in the Notice to Proceed. In no event will the Contract Time commence to run later than the sixtieth (60th) day after the Effective Date of the Agreement.

SC-2.05 Add the following immediately after subparagraph 2.05A.3 of the Standard General Conditions:

4. The submittals required in subparagraphs 1, 2 and 3 shall be as specified in Section 01310, 01340 and 01370, respectively.

SC-3.01 Add the following immediately after paragraph 3.01C of the Standard General Conditions:

- D. When measurements are affected by conditions already established or where items are to be fitted into construction conditions, it shall be the CONTRACTOR's responsibility to verify all such dimensions at the site and the actual job dimensions shall take precedence over scale and figure dimensions on the Drawings.
- E. The CONTRACTOR shall carefully study and compare all Drawings, Specifications and other instructions; shall test all figures on the Drawings before laying out the Work; shall notify the ENGINEER of all errors, inconsistencies, or omissions which he may discover; and obtain specific instructions before proceeding with the Work. The CONTRACTOR shall not take advantage of any apparent error or omissions which may be found in the Drawings or Specifications, and the ENGINEER shall be entitled to make such corrections therein and interpretations thereof as may be deemed necessary for the fulfillment of their intent. The CONTRACTOR shall be responsible for all errors in construction which could have been avoided by such examination and notification and shall correct, at its own expense, all Work improperly constructed through failure to notify the ENGINEER and request specific instructions.

SC3.03 Add the following immediately after paragraph 3.03B of the Standard General Conditions:

C. Order of Precedence of Contract Documents:

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

- a. Permits
- b. Change Orders
- c. Contract Agreement
- d. Specification
- e. Drawings

2. Within the Specifications, the order of precedence is as follows:

- a. Addenda
- b. Notice to Bidders
- c. Instructions to Bidders
- d. Supplementary General Conditions
- e. General Conditions
- f. Division 1, General Requirements
- g. Technical Specifications
- h. Referenced Standard Specifications

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

- a. Figures govern over Scaled Dimensions
- b. Detail Drawings govern over General Drawings
- c. Change Order Drawings govern over Contract Drawings
- d. Contract Drawings Govern over Standard or Shop Drawings

SC-4.03 Change the first sentence "Contractor shall promptly". Add "The CONTRACTOR shall, within three (3) days, after becoming aware thereof..."

SC-4.06 Add a new paragraph immediately after paragraph 4.06 I. of the Standard General Conditions which is to read as following:

- J. No claim of the CONTRACTOR under paragraphs 4.02, 4.04 and 4.06 shall be allowed unless, (1) the CONTRACTOR has given the notice required in sub-paragraph 4.06D, and (2) within thirty (30) days (but before final payment) after the CONTRACTOR has given written notice, the CONTRACTOR submits to the OWNER a detailed claim setting forth the CONTRACTOR's right to an increase in the Contract Price or extension of

the Contract Time as provided in Articles 11 and 12 of the Standard General Conditions.

SC-5.01 Add a new paragraph immediately after paragraph 5.01 B. Of the Standard General Conditions which is to read as follows:

1. The following requirements shall be met by all surety companies furnishing bid, performance, payment or other type of Bonds:
 - a. The Surety shall be rated as "A" or better as to General Policyholders Rating and Class X or better as to Financial Category by Best's Key Rating Guide, published by Alfred M. Best Company, Inc., 75 Fulton Street, New York, New York, 10038.

All Surety Companies are subject to approval and may be rejected by the OWNER without cause.

2. Limitations: Bonding limits or bonding capacity refers to the limit or amount of Bond acceptable on any one (1) risk.
 - a. The bonding limit of the Surety shall not exceed ten percent (10%) of the policyholder surplus (capital and surplus) as listed by the aforementioned Best's Key Rating Guide, on any one risk (penalty or amount of any one bond).
3. Requirements:
 - a. Policyholders surplus is required to be five (5) times the amount of any one bond.
 - b. The Agent countersigning the bond shall be resident in the County where the Project is located and/or other counties that are acceptable to the OWNER.

SC-5.01 Add a new paragraph immediately after paragraph 5.01C of the Standard General Conditions which read as follows:

- D. Contractor shall pay Owner all losses, damages, expenses, costs, and attorney's fees, including but not limited to any appellate proceedings, which the Owner sustains because of default by the Contractor under the contract.

SC-5.04A In the case of a conflict between paragraph 5.04A of Section 00700 and one or more of the provisions of Section 00800A, the provisions of 00800A shall prevail.

SC-5.05A Delete paragraph 5.05A of the Standard General Conditions in its entirety.

SC-5.06A Delete paragraph 5.06 of the Standard General Conditions in its entirety and insert the following in its place:

- A. CONTRACTOR shall purchase and maintain property insurance upon the Work at the site in the amount of the full replacement cost thereof (subject to such deductible amounts as may be provided in these Supplementary Conditions or required by Laws and Regulations). This insurance shall:
1. Include the interests of OWNER, CONTRACTOR, Subcontractors, ENGINEER, ENGINEER's Consultants and any other persons or entities identified in the Supplementary Conditions, each of whom is deemed to have an insurable interest and shall be listed as an insured or additional insured;
 2. Be written on a Builder's Risk "all-risk" or open peril or special causes of loss policy form that shall at least include insurance for physical loss and damage to the Work, temporary buildings, false work and Work in transit and shall insure against at least the following perils; fire, lightning, extended coverage, theft, vandalism and malicious mischief, earthquake, hurricanes, flood, tornadoes, collapse, debris removal, demolition occasioned by enforcement of Laws and Regulations, water damage, and such other perils as may be specifically required by the Supplementary Conditions.
 3. Include expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects);
 4. Cover materials and equipment in transit for incorporation in the Work or stored at the site or at another location provided that such materials and equipment are to be included in an Application for Payment.
 5. Allow for partial utilization of the Work by Owner;
 6. Include testing and startup; and
 7. Be maintained in effect until the later of the two; Initiation of Operation or Final Completion, unless otherwise agreed to in writing by OWNER, CONTRACTOR and ENGINEER with thirty (30) days written notice to each other additional insured to whom a certificate of insurance has been issued.

The policies of insurance required to be purchased and maintained by CONTRACTOR in accordance with this paragraph 5.06 shall comply with the requirements of Section 00800A.

- SC-5.06B Delete paragraph 5.06B of the Standard General Conditions in its entirety.
- SC-5.06D Delete paragraph 5.06D of the Standard General Conditions in its entirety.
- SC-5.06E Delete paragraph 5.06E of the Standard General Conditions in its entirety.
- SC-5.07 Delete paragraph 5.07 of the Standard General Conditions in its entirety.
- SC-5.10 Delete paragraph 5.10 of the Standard General Conditions in its entirety and insert the following in its place:
- A. The CONTRACTOR shall maintain all insurance as required in Paragraph 5.06A for the Work and allow OWNER to occupy or use a portion or portions of the Work prior to Substantial Completion. CONTRACTOR shall make appropriate provisions with insurers providing the proper endorsements, if required. The property insurance shall not be canceled or permitted to lapse on account of any such partial use or occupancy.
- SC-6.01 Add the following sub-paragraphs immediately after paragraph 6.01B of the Standard General Conditions which are to read as follow:
- C. The Owner reserves the right to review and approve the resident superintendent.
- SC-6.02 Add the following sub-paragraphs immediately after paragraph 6.02B of the Standard General Conditions which are to read as follow:
- C. Maintenance work may be performed during hours other than regular working hours. Regular working hours are defined as daylight hours between one-half hours after sunrise to one-half hour before sunset but not more than eight (8) hours per day at 5 days per week or ten (10) hours per day at 4 days per week totaling forty (40) hours per week during weekdays. Requests to Work during other regular working hours must be submitted to the OWNER at least seventy-two (72) hours in advance of the period proposed for such irregular working hours and shall set forth the proposed schedule for such hours to give the OWNER ample time to arrange for its personnel to be at the site of the Work.
 - D. The OWNER will pay for charges of ENGINEER and construction observation performed during regular working hours. The CONTRACTOR shall pay for additional engineering and construction observations charges required during irregular hours which may be authorized under the provisions of paragraph SC-6.02C. The rate paid to the OWNER by the CONTRACTOR for additional engineering and construction observation changes shall be in accordance with the existing Contract between the OWNER and ENGINEER.

- E. The CONTRACTOR shall also pay for the costs of additional engineering charges and construction observation required during the correction of defective Work. Such additional costs incurred during irregular working hours and during the correction of defective Work, shall be a subsidiary obligation of the CONTRACTOR and no extra payment shall be made by the OWNER on account of such Work.

SC-6.06 Delete paragraphs 6.06A and 6.06B of the Standard General Conditions and insert the following in its place:

- A. The CONTRACTOR shall not employ any Subcontractor, Supplier or other person or organization (including those who are to furnish the principal items of materials or equipment), whether initially or as a substitute, against whom OWNER may have reasonable objection and shall not be required to employ as a Subcontractor, Supplier or any person or organization against whom the CONTRACTOR has reasonable objection. A Subcontractor, Supplier or other person or organization identified in the CONTRACTOR's Bid and not objected to in writing by OWNER prior to the execution of the Agreement will be deemed acceptable to OWNER. All other Subcontractors shall be deemed to have been accepted if the OWNER delivers no written objection thereto within forty-five (45) days after CONTRACTOR's written identification of such Subcontractors.
- B. However, if the OWNER has reasonable objection to any Subcontractor identified in the Bid or subsequently, the CONTRACTOR shall submit an acceptable substitute without entitlement to any change in Contract Price. If the OWNER demands the substitution of a Subcontractor at any time without having reasonable objection to such Subcontractor, the CONTRACTOR shall comply and shall be entitled to change in Contract Price (by appropriate Change Order or Written Amendment) for the difference in cost occasioned by such substitution. After acceptance by the OWNER, the CONTRACTOR shall make no substitution without written approval of the OWNER, which may be granted or withheld at OWNER's sole discretion. No acceptance by the OWNER of any such Subcontractor, Supplier or other person or organization shall constitute a waiver of any right of the OWNER to reject defective work.

SC-6.08 Add the following to the end of paragraph 6.08 in the Standard General Conditions:

- B. "The OWNER, prior to the advertisement of the Project, has applied for or has secured permits and/or licenses for the Project as described in "Location, Scope and Special Requirements."

SC-6.11 Add new sub-paragraphs immediately after paragraph 6.11A.3 of the Standard General Conditions which are to read as follows:

- A. Use of OWNER's property by the CONTRACTOR for storage of materials and equipment will be negotiated.
- B. Use of the OWNER's existing washrooms, lavatories, sanitary facilities or plumbing fixtures by the CONTRACTOR or any of its employees or Subcontractors will not be permitted.

SC-6.13 Add the following at the end of Paragraph A:

The Engineer is not responsible for the safety of any person on the jobsite other than the Engineer's own employees. The Contractor is responsible for construction means, methods, sequences, testing, techniques and procedures necessary for performing, superintending or coordinating all portions of the work in accordance with the contract documents and any health or safety precautions required by the contract documents and/or any regulatory agencies. The Engineer has no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions. The Engineer does not have the authority to stop the work of any construction contractor. The Owner agrees that the Contractor is solely responsible for jobsite safety, and warrants that this intent shall be made evident in the Owner's agreement with the Contractor. The Owner agrees that the Engineer shall be entitled to indemnification from the Contractor for any loss incurred by the Engineer arising out of any claim brought by any person or personal injuries sustained on the jobsite and warrants that this intent shall be made evident in the Owner's agreement with the Contractor. The Engineer shall be made an additional insured under the Contractor's general liability insurance policy for personal injuries to any person sustained on the jobsite.

SC-6.13 The CONTRACTOR's obligations under paragraph 6.13 of the Standard General Conditions shall continue after the date of Substantial Completion until the Initiation of Operation.

Add the following paragraph after paragraph 6.13F of the Standard General Conditions:

- G. "The CONTRACTOR shall be completely responsible for any tanks, wet wells or similar structures that may become buoyant during the construction and modification operations due to the ground water or floods and before the structure is put into operation. If there is any possibility of buoyancy of a structure, the CONTRACTOR shall take the necessary steps to prevent its buoyancy either by increasing the structures weight, by filling it with approved material or other acceptable methods. The proposed final structures have been designed against buoyancy; however, during various construction stages, methods employed by the CONTRACTOR and other conditions which may affect the buoyancy, the CONTRACTOR shall take the necessary precautions against buoyancy. Damage to any structures due to floating or

flooding shall be repaired or the structures replaced at the CONTRACTOR's expense."

SC-6.17 Add the following paragraph after 6.17D.3 in the Standard General Conditions:

4. Shop Drawings and other submittal data shall be reviewed by the ENGINEER for each original submittal and first resubmittal; thereafter, the CONTRACTOR shall reimburse OWNER for services rendered by ENGINEER for review time of subsequent resubmittals.

SC-6.19 Add the following after paragraph 6.19C.

- D. Contractor warrants that (1) the supplies to be provided to the City pursuant to this Agreement are fit and sufficient for the purpose intended; (2) the supplies are merchantable, of good quality, and free from defects, whether patent or latent, in material or workmanship, and (3) the supplies sold to the City pursuant to this Agreement conform to the standards required by this Contract.

The Contractor further warrants that the Contractor has title to the supplies provided, in that the supplies are free and clear of all liens encumbrances, and other security interests. All warranties made in this Agreement, together with service warranties and guarantees, shall run to the City and its successors and assigns.

- E. Additional Warranties – Contractor further expressly warrants the manufacturer must provide a one (1) year Warranty on equipment. This shall cover 100% of all component failures due to defects in workmanship or repeated use. Routine maintenance is not included. Warranty claims shall be handled by manufacturer or distributor. This is a minimum acceptable warranty. Warranty will be considered in bid award.

SC-6.20A In the event of a conflict between this paragraph and other provisions of the Contract Documents, this paragraph shall control.

SC-6.20B Delete paragraph 6.20B of the Standard General Conditions in its entirety and insert the following in its place:

- B. The Contractor agrees not to bring any claim, suite, action or other legal proceeding against the engineer and its consultants that may arise out of or in connection with the Work or this agreement. The Engineer and its consultants are intended third-party beneficiaries of this covenant not to sue, and are entitled to enforce this covenant in law or in equity.

SC-7.02 Delete paragraph 7.02 of the Standard General Conditions in its entirety and insert the following in its place:

7.02 A. The parties expressly acknowledge that the Work to be done contractors.

1. The CONTRACTOR shall cooperate with all other contractors who may be performing Work on behalf of the OWNER in the vicinity of the Work to be done under this contract, and he shall conduct his operation as to interfere to the least possible extent with the Work of such contractor.
2. The CONTRACTOR shall promptly make good, at its own expense, any injury or damage that may be caused by it to other contractors, employees or subcontractors or suppliers thereof.
3. Any difference or conflict which may arise between the CONTRACTOR and other contractors in regard to their respective Work shall be adjusted and determined by the OWNER.
4. If the Work is delayed because of any acts of omissions of any other contractor, the CONTRACTOR shall have no claim against the OWNER on that account.

SC-8.06 Delete paragraph 8.06 of the Standard General Conditions in its entirety.

SC-9.08 Delete paragraphs 9.08A-C in their entirety and insert the following:

- A. ENGINEER will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work there under. Claims, disputes and other matters relating to requirements of the Contract Documents pertaining to the performance and furnishing of the Work and Claims under Articles 11 and 12 in respect of changes in the Contract Price or Contract Times will be referred initially to ENGINEER in writing with a request for a formal decision in accordance with this paragraph. Written notice of each such claim, dispute or other matter will be delivered by the claimant to ENGINEER and the other party to the Agreement promptly (but in no event later than thirty (30) days) after the start of the occurrence or event giving rise thereto, and written supporting data will be submitted to ENGINEER and the other party within sixty (60) days after the start of such occurrence or event unless ENGINEER allows an additional period of time for the submission of additional or more accurate data in support of such claim, dispute or other matter. The opposing party shall submit any response to ENGINEER and the claimant within thirty (30) days after receipt of the claimant's last submittal (unless ENGINEER allows additional time). ENGINEER will render a formal decision in writing within thirty (30) days after receipt of the opposing party's submittal, if any, in accordance with this paragraph. ENGINEER's written decision on such claim, dispute or other matter will be final and binding upon OWNER and CONTRACTOR unless a written notice of intention to appeal from ENGINEER's written decision is delivered by OWNER or CONTRACTOR to the other and to ENGINEER

within thirty (30) 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 sixty (60) days of the date of such decision, unless otherwise agreed in writing by OWNER and CONTRACTOR.

- SC-9.08 Re-letter paragraph 9.08D as 9.08B.
- SC-9.08 Add the following sentences to the end of paragraph 9.08B of the Standard General Conditions:
- "No action, either at law or at equity, shall be brought in connection with any such claim, dispute or other matter later than thirty (30) days after the date on which the ENGINEER has rendered such written decision in respect thereof. Failure to bring an action within said thirty (30) day period shall result in ENGINEER's decision being final and binding upon the OWNER and the CONTRACTOR. In no event may any such action be brought after the time at which instituting such proceedings would be otherwise barred by the applicable statute of limitations."
- SC-9.09 Delete paragraph 9.09 of the Standard General Conditions in its entirety.
- SC-10.01 Delete paragraph 10.01 A of the Standard General Conditions in its entirety and insert the following in its place:
- A. Without invalidating the Agreement, and without notice to any Surety, OWNER may, at any time or from time to time, order additions, deletions or revisions in the Work; these will be authorized by Change Orders. The CONTRACTOR shall not proceed with any Change Order until the OWNER and Engineer have signed and delivered to the CONTRACTOR the written Change Order. Upon receipt of a Change Order, CONTRACTOR shall proceed with the Work involved. All such Work shall be executed under the applicable conditions of the Contract Documents. If any Change Order causes an increase or decrease in the Contract Price or an extension or shortening of the Contract Time, an equitable adjustment will be made as provided in Article 11 or Article 12 on the basis of a claim made by either party.
- SC-12.02 Delete paragraphs 12.02A and 12.02B of the Standard General Conditions in its entirety and insert the following in its place:
- A. The Contract Time may be changed only by a Change Order or a Written Amendment. Any claim for an extension or shortening in the Contract Time shall be based on written notice delivered to the OWNER and ENGINEER within fifteen (15) days from detection or the beginning of any event or

circumstance giving rise to an Excusable or Compensable Delay and setting forth the general nature of the cause of delay. Within thirty (30) days of any such detection or beginning of event, the CONTRACTOR shall provide the analysis and documentation required to ascertain the facts, as specified in Section 01310: Progress Schedules and shall provide a written statement that the adjustment claimed is the entire adjustment to which the CONTRACTOR has reason to believe it is entitled as a result of the occurrence of said event. No claim by the CONTRACTOR under this provision shall be allowed unless the CONTRACTOR has given the notice and the analysis and documentation required in this paragraph, or if asserted after final payment, as defined in paragraph 14.07 of the Standard General Conditions.

- B. No forfeiture due to delay shall be made because of any Excusable and Prejudicial Delays in the completion of the entire Work or a specified part thereof. Any such delays shall not entitle the CONTRACTOR to any change in Contract Price. The sole remedy of the CONTRACTOR shall be an extension of the Contract Time pursuant to this Article and the provisions of Section 01310: Progress Schedules.
- C. No forfeiture due to delay shall be made because of any Compensable and Prejudicial Delays in the completion of the Work or a specified part thereof. Any such delays will entitle the CONTRACTOR solely to an extension of the Contract Time pursuant to this Article and the provisions of Section 01310: Construction Progress Schedules, of the General Requirements.
- D. No extensions of Contract Time or increases in Contract Price shall be granted for Non-prejudicial Delays of any type or for Inexcusable Delays, unless otherwise agreed to by the OWNER at his sole discretion.

SC-12.06 Paragraph 12.06B is hereby revised to provide equitable adjustment in contract time only; not contract price.

SC-13.03 Delete Paragraph 13.03B and sub-paragraphs 1, 2 and 3 in their entirety and insert the following:

- B. Payment of testing and laboratory services is specified in Section 01410; Testing and Laboratory Services for inspections and tests required by the Contract Documents. CONTRACTOR shall pay for inspections, tests or approvals covered by paragraph 13.03C. Costs incurred in connection with tests or inspections conducted pursuant to paragraph 13.04B shall be paid as provided in said paragraph 13.04B.

SC-13.04 Amend paragraph 13.04C of the Standard General Conditions to read as follows:

“...replacement of Work of others), and any additional expenses experienced by OWNER due to delays to other contractors, an appropriate deductive Change Order

shall be issued. The CONTRACTOR shall further bear the responsibility for maintaining the schedule and will be excluded from a time extension and the recovery of delay damages due to the uncovering. If, the parties...”

SC-13.06 Add the following new paragraph immediately after paragraph 13.06B of the Standard General Conditions:

- C. CONTRACTOR warrants and guarantees to OWNER and ENGINEER that all Work will be in accordance with the Contract Documents and will not be defective. The CONTRACTOR shall not be entitled to an extension of Contract Time for correcting or removing defective Work.

SC-13.07 Add the following new sub-paragraph immediately after sub-paragraph 13.07A.4:

- 5. When deemed necessary by OWNER, CONTRACTOR shall furnish and install at no cost to OWNER, such temporary equipment and material necessary to maintain functionality of the Work while defective Work is being corrected or replaced.

Add the following new paragraphs immediately after paragraph 13.07E:

- F. Subject to adjustments as described in sub-paragraph 13.07G, the period during which the CONTRACTOR must correct defective Work or remove it from the site and replace it with non-defective Work, all at no cost to the OWNER (the "Correction Period"), shall be no more than one (1) year. If the date of Substantial Completion is not the same date as Initiation of Operation, such Correction Period shall commence upon Initiation of Operation, not upon the date of Substantial Completion. In such cases, the time between Substantial Completion and Initiation of Operation shall not exceed one hundred (100) days.
- G. No later than thirty (30) days before Initiation of Operation the OWNER shall notify the CONTRACTOR in writing of the date upon which Initiation of Operation is expected to occur, and the CONTRACTOR shall ensure that the Work is ready in its entirety by such date for use by the OWNER as contemplated in the Contract Documents.
- H. From the date of Substantial Completion until Initiation of Operation, the CONTRACTOR shall bear all risks of injury, loss, or damage to any part of the Work arising from the elements or from any other cause. The CONTRACTOR shall rebuild, repair, restore, and make good at no cost to the OWNER, all injuries, losses, or damage to any portion of the Work occasioned by any cause and shall, at no expense to the OWNER, provide suitable drainage and erect such temporary structures and take all other actions as are necessary for the protection of the Work. Suspension of the Work or the granting of an extension of the Contract Time for any cause shall

not relieve the CONTRACTOR of its responsibility for the Work as herein specified. The CONTRACTOR's responsibilities under this paragraph 13.07 are in addition to, not in lieu of, all other obligations imposed by these Contract Documents.

- I. At the OWNER's sole option, the Correction Period may be extended or shortened. The Contract Price shall be adjusted accordingly as provided in paragraphs 11 and 12 of the Standard General Conditions.

SC-14.02.A.1 Add the following sentence to end of paragraph 14.02 A.1:

Payment to Contractor for stored materials shall be the Owner's option and at the Owner's sole discretion.

SC-14.02 Add the new sub-paragraph immediately after sub-paragraph 14.02A.3:

4. Each monthly Application for Payment shall incorporate the corresponding "Monthly Progress Status Report" prepared per the requirements of Section 01310: Progress Schedules.

SC-14.02.C.1 This section is hereby deleted. The requirements of Florida Statute 218.735(a) of the Florida Prompt Payment Act shall apply.

SC-14.04.A Delete paragraph 14.04.A in its entirety and insert the following in its place:

- A. After all requirements of Section 01700: Contract Closeout have been met with respect to Substantial Completion, and when the CONTRACTOR considers the entire Work ready for its intended use, CONTRACTOR shall notify OWNER and ENGINEER in writing that the entire Work is substantially complete (except for items specifically listed by CONTRACTOR as incomplete) and request that ENGINEER issue a certificate of Substantial Completion.

SC-15.01 Add a new subparagraph immediately after paragraph 15.01A of the Standard General Conditions to read as follows:

1. Notwithstanding this paragraph 15.01A, if the OWNER stops Work under paragraph 13.05 or suspends the CONTRACTOR's services under paragraph 13.09 of the Standard General Conditions, or suspends the Work or any portion thereof because of the CONTRACTOR's failure to prosecute the Work without endangering persons and property, the CONTRACTOR shall not be entitled to an extension of Contract Time or increase in Contract Price.

SC-16 Delete Article 16 and all other references to "Dispute Resolution Agreement" in the Standard General Conditions. Disputes between OWNER and CONTRACTOR shall be arbitrated only if and to the extent agreed to by the parties at the time each dispute

arises. The CONTRACTOR shall carry on the Work and maintain the progress schedule during any dispute, regardless of how resolved, unless otherwise mutually agreed in writing. Venue for any litigation, at law or equity or arbitration, shall lie exclusively in the place of Volusia County, Florida. This Contract, or any provision hereof, shall be construed and interpreted, and any litigation arising there from, shall be governed by the laws of the State of Florida.

SC-17.06 Add the following paragraph immediately after paragraph 17.05 of the General Conditions which are to read as follows:

17.06 The form of all submittals, notices, change orders and other documents permitted or required to be used or transmitted under the Contract Documents shall be determined by the ENGINEER. The forms for Notice to Proceed, Notice of Award and others, which the ENGINEER may use, are contained in the subsequent pages of these Supplementary Conditions.

END OF SECTION

SECTION 00800A

CONTRACTORS STANDARD INSURANCE REQUIREMENTS
AND INDEMNIFICATION CLAUSE

I. INSURANCE

- A. Prior to commencing work, the Contractor shall provide at his own cost and expense insurance to the City of HOLLY HILL as required below. The insurance companies must be licensed in the State of Florida and be rated by A.M. Best as A: Class X or better. The required insurance shall be evidenced by certificates and/or policies as determined by the City. All policies and certificates of insurance shall be approved by the City prior to inception of any work.
- B. It is required that each Certificate of Insurance and/or policy must give 30 days prior written notice of cancellation, non-renewal or adverse change to the City of HOLLY HILL Finance Department by registered mail, return receipt requested. All such notices shall name the Contractor and identify the contract number.
- C. The "City of HOLLY HILL," wherever used, shall be defined to include the City itself, elected officials, officers, employees, volunteers, representatives, agents and any affiliates.
- D. The "Contractor," wherever used, shall be defined to include the Contractor, any subsidiaries or affiliates, officers, employees, volunteers, representatives, agents, contractors and subcontractors.
- E. If at any time any of the required policies shall be or shall become unsatisfactory to the City as to form or substance, or if the insurance company becomes unsatisfactory to the City, the Contractor shall, upon written notice to that effect from the City, promptly obtain a new policy, submit the policy to the City for approval, and submit the Certificate of Insurance, as previously required.
- F. If at any time the Contractor shall fail to furnish and/or maintain the required insurance, this contract may be declared suspended, discontinued or terminated, at the discretion of the City. Failure of the Contractor to take out and/or maintain any of the required insurances shall not relieve the Contractor from any liability under the contract, nor shall the insurance requirements be construed to conflict with or otherwise limit the obligations of the Contractor concerning indemnification.
- G. The Contractor is required to provide new Certificates of Insurance to the City at least 20 days prior to the coverage renewal dates. If any of the insurance requirements are not complied with at their renewal dates, the City may at their option, (1) withhold payments to the Contractor until those requirements have

been met or, (2) pay the renewal premium and withhold such payments from any monies due the Contractor.

- H. In the event of any claims having been filed due to any operation under this contract that are in excess of the insured amounts, the excess amount of such claim, or any portion thereof, may be withheld from payments due the Contractor until such time as the Contractor shall furnish such additional security covering such claims as may be determined by the City of HOLLY HILL.
- I. The Contractor shall provide the following insurance on forms no more restrictive than the latest edition of those filed by the Insurance Services Office, and name the "City of HOLLY HILL" (as defined in "C" above) as an Insured to the extent of the City's interests.

II. LIABILITY INSURANCE

- A. Workers' Compensation - Statutory - in compliance with the Workers' Compensation law of the State of Florida including employers liability coverage of at least \$100,000. If any operations are to be undertaken on or about navigable waters, coverage must be included for the U.S. Longshoremen and Harbor Workers Acts and Jones Act.
- B. Commercial General Liability - With Minimum Limits Of:
 - 1. \$2,000,000 General Aggregate
 - 2. \$1,000,000 Products - Completed Operations Aggregate
 - 3. \$1,000,000 Personal and Advertisement Injury
 - 4. \$1,000,000 Each Occurrence
 - 5. \$ 100,000 Fire Damage
- C. BUSINESS AUTOMOBILE LIABILITY - with minimum limits of \$1,000,000 per occurrence combined single limit. This insurance shall include for bodily injury and property damages the following coverage's:
 - 1. Owned Automobiles
 - 2. Hired Automobiles
 - 3. Non-owned Automobiles
 - 4. Employee Non-ownership

NOTE! The required limits of liability for the above policies may include umbrella insurance with the umbrella policy making up the difference between the policy limits of the underlying policies and the total amount of coverage required. Such Umbrella Liability insurance shall be a "follow form" and be at least as broad as the underlying policies.

III. PROPERTY INSURANCE

- A. When this contract includes construction of and/or additions to above-ground buildings or structures, Builder's Risk and/or Installation Floater policies must be provided as follows:
1. Builder's Risk - "All risk" form in the amount of 100% of the completed value of such addition, building or structure to include personal property of others in the care, custody or control of the Contractor, and shall include a flat-premium endorsement.
 2. Maximum Deductible - \$5,000 each claim
 3. Certified Copy of the policy must be provided to the City prior to the commencement of work.
 4. Waiver of Occupancy Clause or Warranty - to provide that the Builder's Risk coverage will continue to apply until final acceptance by the City of the building or addition, regardless of any prior occupancy.
 5. Flood Insurance must be provided when buildings or structures are located within an identified special flood hazard area. The Flood Insurance must protect the interest of the City and be in the amount of the total insurable value of such building or structure, or the maximum amount of flood insurance coverage available under the National Flood program, whichever is the lesser.
 6. For additions or repairs of existing buildings or structures, the "Builder's Risk Completed Form" covering the Contractor's interest in improvements, repairs, additions, or alterations to completed buildings, shall be included.
 7. Bridges, Viaducts or similar structures - the "Bridge Builders Risk Form" - "All risk" contract with the flat-premium endorsement should be utilized.
- B. Installation Floater - when the contract is for the installation of machinery and/or equipment into an existing structure, but does not contemplate construction of or addition to the structure itself.
1. "All Risk" coverage to include transit and installation.
 2. Amount of Insurance - 100% of installed replacement cost value
 3. Maximum Deductible - \$5,000 each claim.

4. Cessation of Insurance - Coverage is to continue in force until final acceptance by the City.
5. Certified Copy of the policy must be provided to the City prior to commencement of work.
6. Flood Insurance - must be provided when machinery or equipment are located within an identified special flood hazard area. The Flood Insurance must protect the interest of the city and be in the amount of the total insurable value of such machinery or equipment.

IV. Certificate of Insurance Clauses

- A. All policies and Certificates of Insurance of the Contractor shall contain the following clauses and agreements:
 1. Insurers shall have no right of recovery or subrogation against the City of HOLLY HILL (as defined in "C" above), it being the intention of the parties that the insurance policies so effected shall protect both parties and be primary coverage for any and all losses covered by the above described insurance.
 2. The clause "other insurance" in a policy in which the City of HOLLY HILL is named as an Insured shall not apply to the City of HOLLY HILL.
 3. The insurance companies issuing the policies shall have no recourse against the City of HOLLY HILL (as defined in "C" above) for payment of any premiums or for assessments under any policy for insurance.
 4. The contractor's insurer shall be requested to include a breach of warranty clause to prevent nullification of insurance because the Contractor breaches a condition of the policy.
 5. Any and all deductibles in the above described insurance policies shall be assumed by and be for the account of, and at the sole risk of the Contractor.
 6. Any loss payable under the Property Insurance, if any, is to be adjusted with and made payable to the City of HOLLY HILL, as their interest may appear.

V. City Indemnification

- A. The following Indemnification Agreement shall be a provision of this contract and also shall be endorsed onto or attached to the insurance policy and Certificate of Insurance:
 1. "The Contractor agrees to protect, defend and pay on behalf of, and hold the City of HOLLY HILL and its elected officials, officers, employees,

volunteers, representatives, agents and affiliates free and harmless from and against all claims for personal or bodily injury or death, or property damage or destruction of tangible property including loss of use thereof, losses, penalties, damages, settlements, costs, charges, professional fees or other expenses of every kind and character in connection with and arising directly or indirectly out of this agreement and/or performance thereof, unless such claims are a result of the City of HOLLY HILL's sole negligence. This indemnification clause includes claims made by the employees and subcontractors of the Contractor against the Owner and the Contractor hereby waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. Nothing contained herein shall be construed as a waiver of any immunity from or a limitation of liability the City may have under the doctrine of sovereign immunity or Chapter 768.28, Fla. Stat. This indemnification provision shall survive the completion of the project and shall be in full force and effect beyond the completion of the project or the termination of this contract.

VI. Engineer Indemnification

1. “The Contractor agrees to protect, defend and pay on behalf of, and hold the ENGINEER and its officers, employees, and affiliates free and harmless from and against all claims for personal or bodily injury or death, or property damage or destruction of tangible property including loss of use thereof, losses, penalties, damages, settlements, costs, charges, professional fees or other expenses of every kind and character in connection with and arising directly or indirectly out of this agreement and/or performance thereof, unless such claims are a result of the ENGINEER’S sole negligence. This indemnification clause includes claims made by the employees and subcontractors of the Contractor against the ENGINEER. This indemnification provision shall survive the completion of the project and shall be in full force and effect beyond the completion of the project or the termination of this contract.
2. The Contractor shall be responsible for such requirements through the date of final acceptance of the project by the City. With regard to the Contractor’s indemnification obligation for products and completed operations, the Contractor shall be responsible for a minimum period of at least one year subsequent to the City’s acceptance of the product or completed operation.”

VII. The following Insurance Requirement Checklist shall be adhered to in its entirety. The coverage limits and language as indicated on the following checklist shall be reflected on the Contractor’s Certificate of Insurance.

- VIII.** A Wavier of Subrogation shall be provided to the City.
- IX.** The Contractor' insurance carrier shall submit a letter showing authorization that the company is registered by the State of Florida Department of Insurance

Revised September 2005

END OF SECTION

**CITY OF HOLLY HILL, FLORIDA
INSURANCE REQUIREMENTS CHECKLIST
CITY OF HOLLY HILL, VOLUSIA COUNTY, FLORIDA**

Items marked "X" must be provided

<u> X </u>	<u>General Liability</u>	Minimum Limits Required	
<u> X </u>	Commercial General Liability	\$ <u>2,000,000</u>	General Aggregate
<u> X </u>	Occurrence Form	\$ <u>1,000,000</u>	Product/Completed Operations Agg.
___	_____	\$ <u>1,000,000</u>	Personal & Advertising Injury
___	_____	\$ <u>1,000,000</u>	Each Occurrence
___	_____	\$ <u>100,000</u>	Fire Damage Pump Stations
<u> X </u>	<u>Automobile Liability</u>		
	Owned, Hired & Non-Owned	\$ <u>1,000,000</u>	Combined Single Limit per Occurrence
<u> X </u>	<u>Worker's Compensation and Employer's Liability</u>	Statutory	
		\$ <u>100,000</u>	Each Accident
		\$ <u>500,000</u>	Disease - Policy Limit
		\$ <u>100,000</u>	Disease - Each Employee
___	<u>Professional Liability - Errors & Omissions</u> (*To be completed by Bidder)		
	* Deductible: \$ _____	\$ _____	Aggregate
	* Claims Made (Y/N): _____	\$ _____	Each Claim
	*Occurrence (Y/N): _____		
	*Defense included in Limits (Y/N): _____		
___	<u>Builder's Risk/Installation Floater</u> (*To be completed by Bidder)		
	* Flood included \$ _____ Limit	\$ _____	100% of Completed or Installed Value, All-Risk Form
	* Transportation included \$ _____ Limit		
	* Storage included \$ _____ Limit		
	City must be a named insured. Copy of policy will be required.		
___	<u>Other</u>		
	_____	\$ _____	
	_____	\$ _____	
<u> X </u>	The Certificate of Insurance must show "The City of HOLLY HILL, elected officials and employees" and the adjacent property owners as an additional insured.		
<u> X </u>	Certificates must give to the City of HOLLY HILL 30 days' prior written notice of cancellation, non-renewal, or adverse change.		
<u> X </u>	Certificates must identify bid number and bid title.		
<u> X </u>	A Wavier of Subrogation shall be provided to the City		

Statement of Bidder:

We understand the requirements requested and agree to comply fully.

Bidder - Authorized Signature

A complete copy of this form with original signature must accompany bid.

SECTION 00840

CONTRACTOR REQUEST FOR INFORMATION (RFI)

PROJECT NAME: WASTEWATER TREATMENT PLANT BTU CLEANING

OWNER: _____

ENGINEER: _____ PROJECT NO. _____

CONTRACTOR: _____ PROJECT NO. _____

RFI NO. _____ SPEC. SECT. _____ DRAWING NO. _____

RFI SHORT TITLE: _____

QUESTION/ISSUE: _____

BY: _____ DATE: _____

REPLY: _____

BY: _____ DATE: _____

CC:

☐

CONTRACTOR

☐

FIELD (INSPECTOR)

☐

OWNER

☐

QLH FILE

☐

ARCHITECT

☐

OTHER: _____

END SECTION

SECTION 00841

NOTICE OF AWARD FORM

Date: _____

Contractor: _____

Project: **CITY OF HOLLY HILL**
WASTEWATER TREATMENT PLANT BTU CLEANING
BID #16WW05 RE-BID

Date of Bid Opening: _____

You are notified that your bid dated _____, 20____ for the above Contract has been considered and the OWNER, expects to award you a contract for:

 _____.

(Indicated total Work, Alternates or Sections of Work Awarded)

The Contract Price of your contract is _____
 Dollars (\$_____).

Five (5) copies of each of the following proposed Contract Documents (except Project Manual and Drawings) accompany this Notice of Award:

1. Agreement Between Owner and Contractor
2. Payment and Performance Bond
3. Public Construction Bond
4. Insurance Requirements
5. Affidavit Regarding Workman's Compensation
6. Certificate of Insurance for Workman's Compensation

You must comply with the following conditions to the awarded contract within ten (10) days of the date of the Notice of Award, which is by _____, 20____.

1. You must deliver to the OWNER five (5) fully executed counterparts of the Agreement.
2. You must deliver with the executed Agreement five (5) completed original documents with original signatures on the Payment and Material Payment Bond and Public Construction Bond in the form specified in the Bidding Documents.
3. You must provide in writing the correct name and address of the surety which is providing the Payment and Material Payment Bond and Public Construction Bonds and the correct name and address of the surety's resident agent for service of process in Florida.
4. You must deliver with the executed Agreement five (5) completed, with original signatures, Certificates and Endorsements of Insurance in the form specified in the Bidding Documents.

Failure to comply with these conditions within the time specified will entitle the OWNER to consider your Bid abandoned, to annul this Notice of Award, and to declare your Bid Security forfeited.

Within ten (10) days after you comply with these conditions, the OWNER will return to you two (2) fully signed counterparts of the agreement with the Contract Documents attached.

OWNER'S REPRESENTATIVE:

(Authorized Signature)

(Title)

Date: _____

END OF SECTION

SECTION 00842
NOTICE TO PROCEED FORM

Date: _____

Contractor: _____

Notice to Proceed on Project:

You are notified that the Contract Time under the above contract will commence to run on _____, 20____. On that date you are to start performing the Work and your other obligations under the Contract Documents. Based on the Contract Time stated in the Agreement, we calculate that the dates of substantial Completion and Final Completion are _____, 20____, and _____, 20____, respectively.

Work at the site must be started by _____, 20__ as indicated in the Contract Documents.

Enclosed is one (1) set of Drawings and one (1) bound copy of the Project Manual containing:

- Instruction to Bidders
- Bid Form
- Bid Bond
- Executed Agreement
- Payment and Performance Bond
- Public Construction Bond
- Certificates of Insurance
- General Conditions
- Supplementary Conditions
- Notice of Award
- Specifications
- Addenda Numbers ____ through ____

OWNER'S REPRESENTATIVE:

(Name/Title)

(Date)

END OF SECTION

SECTION 00843
CHANGE ORDER FORM

PROJECT: **WASTEWATER TREATMENT PLANT BTU CLEANING**

CHANGE ORDER NO. _____

CONTRACTOR: _____

The following changes are hereby made to the Contract Documents:

CHANGE IN CONTRACT PRICE: Original Contract Price: \$ _____	CHANGE IN CONTRACT TIMES: Original Contract Times: Substantial Completion: _____ Final Completion:
Net changes from previous Change Orders No. _____ to No. _____. \$ _____	Changes in contract time from previous Change Orders No. _____ to No. _____. _____ Days
Contract Price prior to this Change Order: \$ _____	Contract Completion Date prior to this Change Order: Final Completion:
Net Increase (decrease) of this Change Order: \$ _____	Changes in contract time requested this Change Order No. _____ _____ Days
Contract Price with all approved Change Orders: \$ _____	Contract Times with all approved Change Orders: Final Completion:

CHANGES ORDERED:

- I. GENERAL – This change order is necessary to cover changes in the work to be performed under this Contract. The General Conditions, Supplementary Conditions, Specifications and all parts of the Project Manual listed in Article 1, Definitions, of the General Conditions apply to and govern all work under this change order.

The change in price and/or delivery date described, is considered to be fair and reasonable and has been mutually agreed upon in full agreement and final settlement of all claims arising out of the modification including all claims for delays and disruptions resulting from, caused by, or incident to such modifications and change orders.

II. REQUIRED CHANGES:

III. JUSTIFICATION:

IV. PAYMENT:

Acknowledgments:

The aforementioned change, and work affected thereby, is subject to all provisions of the original contract not specifically changed by this Change Order;

It is expressly understood and agreed that the approval of the Change Order shall have no effect on the original contract other than matters expressly provided herein;

The prices quoted are fair and reasonable and in proper ratio to the cost of the original work contracted for under competitive bidding; and,

The change in price and/or delivery date described is considered to be fair and reasonable and has been mutually agreed upon in full agreement and final settlement of all claims arising out of this modification including all claims for delays and disruptions resulting from, caused by, or incident to such modifications and change orders.

RECOMMENDED BY:

Quentin L. Hampton Associates, Inc.
(Engineer)

By: _____
Name Typed (Date)

(Authorized Signature)

ACCEPTED BY:

(Contractor)

Name Typed (Date)

(Authorized Signature)

APPROVED BY:

Owner

By: _____
Name Typed (Date)

(Authorized Signature)

END OF SECTION

SECTION 00844

APPLICATION AND CERTIFICATE FOR PAYMENT FORM

Application No. _____ Progress _____ Final _____

Engineer's Project No.: _____

Project: _____

Contractor: _____ Contract Date: _____

Contract for : _____

Application Date: _____ For Period Ending _____

Change Order Summary			
Change Orders approved in previous months by OWNER		ADDITIONS	DEDUCTIONS
TOTAL		\$ 0.00	\$ 0.00
Approved this month			
Number	Date Approved		
TOTALS		\$ 0.00	\$ 0.00
Net Change by Change Orders			\$ 0.00

1.	ORIGINAL CONTRACT SUM	\$ 0.00
2.	Net Change by Change Order	\$ 0.00
3.	CONTRACT SUM TO DATE (Line 1 and 2)	\$ 0.00
4.	TOTAL COMPLETED AND STORED TO DATE	\$
5.	RETAINAGE: (Column I & N, Forms 00845 and 00846)	
	a. ____% of Completed Work	\$
	b. ____% of Stored Material	\$
	Total Retainage (Line 5a and 5b)	\$ 0.00
6.	TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)	\$ 0.00
7.	LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$ 0.00
8.	AMOUNT DUE THIS APPLICATION	\$ 0.00
9.	BALANCE TO FINISH, PLUS RETAINAGE (Line 3 less Line 6)	\$ 0.00

00844-1

Attachment: HH122_WWTP BTU Cleaning_Bid Set Specs_05.10.17 (2) (1704 : WWTP Biological Treatment Units Cleaning)

Contractor's Certification

The undersigned Contractor hereby swears under penalty of perjury that (1) all previous progress payments received from the Owner on account of Work performed under the contract referred to above have been applied by the undersigned to discharge in full all obligations of the undersigned incurred in connection with Work covered by prior Applications for Payment numbered 1 through ____ inclusive; and (2) all materials and equipment incorporated in said Project or otherwise listed in or covered by this Application for Payment are free and clear of all liens, claims, security interest and encumbrances; (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and not defective as that term is defined in the Contract Documents.

Dated _____

(Contractor)

By: _____

(Name)

(Title)

COUNTY OF _____
STATE OF _____

Before me on this _____ day of _____, 20____, personally appeared _____, known to me, who being duly sworn, deposes and says that s(he) is the _____ of the Contractor above mentioned; that s(he) executed the above Application for Payment and statement on behalf of said Contractor; and that all of the statements contained therein are true, correct and complete.

(Notary Seal)

Notary Public

My commission Expires _____

Engineer's Recommendation

Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Quentin L. Hampton Associates, Inc.

By: _____

(Authorized Signature)

Date: _____

00844-2

Owner's Approval

By: _____

(Title)

Acct No. _____

Date: _____

END OF SECTION

00844-3

Attachment: HH122_WWTP BTU Cleaning_Bid Set Specs_05.10.17 (2) (1704 : WWTP Biological Treatment Units Cleaning)

4.1.c

Application Date:
Period Ending:
Contractor:

Attachment: HH122_WWTP BTU Cleaning_Bid Set Specs_05.10.17 (2) (1704 : WWTP Biological Treatment

Section 00846

Stored Materials Summary

Owner:
Project:
Bid No.:
Contractor:

Date:

Received thru:
Installed thru:

[illegible]

Subtotal
Sales Tax
Total

SECTION 00848

CERTIFICATE OF SUBSTANTIAL COMPLETION

OWNER'S Project No.: _____ ENGINEER's Project No.: _____

CONTRACTOR: _____

Contract Date: _____

This Certificate of Substantial Completion applies to all Work under the Contract Documents or to the following specified parts thereof.

To: _____
Owner

And To: _____
Contractor

The Work to which this Certificate applies has been inspected by authorized representatives of OWNER, CONTRACTOR and ENGINEER, and that Work is hereby declared to be substantially complete in accordance with the Contract Documents on:

Date of Substantial Completion

Certificate of Substantial Completion
Page 1 of 3

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 therein does not alter the responsibility of CONTRACTOR to complete all the Work in accordance with the Contract documents. When this Certification applies to a specified part of the Work the items in the tentative list shall be completed or corrected by CONTRACTOR within _____ days of the above date of Substantial Completion.

The date of Substantial Completion is the date upon which all guarantees and warranties begin, except as follows:

The responsibilities between OWNER and CONTRACTOR for security, operation, safety, maintenance, heat, utilities and insurance shall be as follows:

RESPONSIBILITIES:

OWNER _____

CONTRACTOR _____

The following documents are attached to and made a part of this Certificate:

Certificate of Substantial Completion
Page 2 of 3

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 ENGINEER on _____, 20__.

(Engineer)

By _____

The CONTRACTOR accepts this Certificate of Substantial Completion on _____, 20__.

(Contractor)

By _____

Certificate of Substantial Completion
Page 3 of 3

END OF SECTION

Attachment: HH122_WWTP BTU Cleaning_Bid Set Specs_05.10.17 (2) (1704 : WWTP Biological Treatment Units Cleaning)

SECTION 00849

CONTRACTOR'S FINAL RELEASE OF LIEN

Before me the undersigned authority in said County and State, appeared _____ who, being first duly sworn, deposes and says that he is _____ of _____, a company and/or corporation authorized to do business under the laws of Florida, which is the Contractor on the Contract described as: "**WASTEWATER TREATMENT PLANT BTU CLEANING**", dated the ____ day of _____, 20____, that the said deponent is duly authorized to make this affidavit by resolution of the Board of Directors of said company and/or corporation; that deponent knows of his own knowledge that said Contract has been complied with in every particular by said Contractor and that all parts of the work have been approved by the Owner's Engineers; that there are no bills remaining unpaid for labor, material, or otherwise, in connection with said Contract and work, and that there are no suits pending against the undersigned as Contractor or anyone in connection with the work done and materials furnished or otherwise under said Contract. Deponent further says that the final estimate which has been submitted to the owner simultaneously with the making of the affidavit constitutes all claims and demands against the Owner on account of said Contract or otherwise, and the acceptance of the sum specified in said final estimate will operate as full and final release and discharge of the Owner from any further claims, demands or compensation by Contractor under the above Contract. Deponent further agrees that all guarantees under this Contract shall be in full force from the date of this release as spelled out in the Contract Documents.

Sworn to and subscribed to before me this ____ day of _____, 20____.

Notary Public

My Commission Expires: _____

We, the _____ having heretofore executed a Performance Bond for the above-mentioned Contractor covered Project and Section as described above in the sum of _____ dollars (\$_____), hereby agree that the Owner may make full payment of the final estimate, including the retained percentage, to said Contractor.

It is fully understood that the granting of the right to the Owner to make payment of the final estimate to said Contractor and/or his assigns, shall in no way release the surety company of its obligations under its bond, as set forth in the Specifications, Contract and Bond pertaining to the above Project.

IN WITNESS WHEREOF, the _____ has caused this instrument to be executed on its behalf by its _____ and/or its duly authorized attorney in fact, and its corporate seal to be hereunto affixed, all of this _____ day of _____, A.D., 20_____.

Surety Company

Attorney in Fact

(Power of Attorney must be attached if executed by Attorney in Fact)

STATE OF FLORIDA

COUNTY OF _____

Before me the undersigned authority, personally appeared to me well known as the person described in and who executed the foregoing instrument in the name of _____ and/or authority to execute the same on behalf of said _____, a corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal at _____ this _____ day of _____, 20_____.

Notary Public

My Commission Expires: _____

END OF SECTION

SECTION 01000
PROJECT REQUIREMENTS

PART 1 - GENERAL

1.01 DESCRIPTION

- A. Scope of Work: The Work to be done consists of the furnishing of all labor, materials and equipment, and the performance of all Work included in this Contract. The summary of the Work is presented in Section 01010: Summary of Project.
- B. Work Included:
1. The Contractor shall furnish all labor, superintendence, materials, plant power, light, heat, fuel, water, tools, appliances, equipment, supplies, and means of construction necessary for proper performance and completion of the Work. The Contractor shall obtain and pay for all necessary local building permits. The Contractor shall perform and complete the work in the manner best calculated to promote rapid construction consistent with safety of life and property and to the satisfaction of the Engineer, and in strict accordance with the Contract Documents. The Contractor shall clean up the Work and maintain it during and after construction, until accepted, and shall do all Work and pay all costs incidental thereto. He shall repair or restore all structures and property that may be damaged or disturbed during performance of the Work.
 2. The cost of incidental work described in these Project 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.
 3. The Contractor shall provide and maintain such modern plant, tools, and equipment as may be necessary, in the opinion of the Engineer, to perform in a satisfactory and acceptable manner all the Work required by this Contract. Only equipment of established reputation and proven efficiency shall be used. The Contractor shall be solely responsible for the adequacy of his workmanship, materials, and equipment, prior approval of the Engineer notwithstanding.

C. Public Utility Installations and Structures:

1. Public utility installations and structures shall be understood to include all poles, tracks, pipes, wires, conduits, vaults, manholes, and all other appurtenances and facilities pertaining thereto whether owned or controlled by the Owner, other governmental bodies, or privately owned by individuals, firms, or corporations, used to serve the public with transportation, traffic control, gas, electricity, telephone, sewerage, drainage, water, or other public or private property which may be affected by the Work shall be deemed included hereunder.
2. The Contract Documents contain data relative to existing public utility installations and structures above and below the ground surface. These data are not guaranteed as to their completeness or accuracy and it is the responsibility of the Contractor to make his own investigations to inform himself fully of the character, condition, and extent of all such installations and structures as may be encountered and as may affect the construction operations.
3. The Contractor shall protect all public utility installations and structures from damage during the Work. Access across any buried public utility installation or structure shall be made to avoid any damage to these facilities. All required protective devices and construction shall be provided by the Contractor at his expense. All existing public utilities damaged by the Contractor shall be repaired by the Contractor, at his expense. No separate payment shall be made for such protection or repairs to public utility installations or structures.
4. Public utility installations or structures owned or controlled by the Owner or other governmental body which are shown on the Drawings to be removed, relocated, replaced, or rebuilt by the Contractor shall be considered as a part of the general cost of doing the Work and shall be included in the prices bid for the various Contract Items; therefore, no separate payment shall be made.
5. Where public utility installations or structures owned or controlled by the Owner or other governmental body are encountered during the course of the Work, and are not indicated on the Drawings or in the Specifications, and when, in the opinion of the Engineer, removal, relocation, replacement, or rebuilding is necessary to complete the Work under this Contract, such Work shall be accomplished by the utility having jurisdiction, or such Work may be ordered, in writing by the Engineer, for the Contractor to accomplish. If such work is accomplished by the utility having jurisdiction it will be carried out expeditiously, and the Contractor shall give full cooperation to permit the utility to complete the removal, relocation, replacement, or rebuilding as

required. If such work is accomplished by the Contractor, it will be paid for as extra work as provided in the Agreement.

6. The Contractor shall, at all times in performance of the Work, employ acceptable methods and exercise reasonable care and skill so as to avoid unnecessary delay, injury, damage, or destruction of public utility installations and structures; and shall, at all times in the performance of the Work, avoid unnecessary interference with, or interruption of, public utility services, and shall cooperate fully with the owners thereof to that end.
7. The Contractor shall give written notice to Owner and other governmental utility departments and other owners of public utilities of the location of his proposed construction operations, at least 48-hours in advance of breaking ground in any area or on any unit of the Work.
8. The maintenance, repair, removal, relocation, or rebuilding of public utility installations and structures, when accomplished by the Contractor as herein provided, shall be done by methods approved by the owners of such utilities.

1.02 DRAWINGS AND PROJECT MANUAL

- A. Drawings: When obtaining data and information from the Drawings, figures shall be used in preference to scaled dimensions, and large-scale drawings in preference to small-scale drawings.
- B. Supplementary Drawings:
 1. When, in the opinion of the Engineer, it becomes necessary to explain more fully the Work to be done or to illustrate the Work further or to show any changes which may be required, drawings known as Supplementary Drawings, with specifications pertaining thereto, will be prepared by the Engineer, and the Contractor will be furnished one (1) complete set of reproducible Mylar sepias (24 inches by 36 inches) and one (1) reproducible copy of the Project Manual.
 2. The Supplementary Drawings shall be binding upon the Contractor with the same force as the Contract Drawings. Where such Supplementary Drawings require either less or more than the estimated quantities of Work, credit to the Owner or compensation therefore to the Contractor shall be subject to the terms of the Agreement.

C. Contractor to Check Drawings and Data:

1. The Contractor shall verify all dimensions, quantities, and details shown on the Drawings, Supplementary Drawings, schedules, Specifications, or other data received from the Engineer, and shall notify him of all errors, omissions, conflicts, and discrepancies found therein. Failure to discover or correct errors, conflicts, or discrepancies shall not relieve the Contractor of full responsibility for unsatisfactory work, faulty construction, or improper operation resulting there from, nor from rectifying such conditions at his own expense. He will not be allowed to take advantage of any errors or omissions, as full instructions will be furnished by the Engineer, should such errors or omissions be discovered.
2. All schedules are given for the convenience of the Engineer and the Contractor and are not guaranteed to be complete. The Contractor shall assume all responsibility for the making of estimates of the size, kind, and quality of materials and equipment included in work to be done under the Contract.

D. Specifications: The Technical Specifications consist of three (3) parts: General, Products, and Execution. The General part of a Specification contains General Requirements which govern the Work. The Products and Execution parts modify and supplement the General Requirements by detailed requirements for the Work and shall always govern whenever there appears to be a conflict.

E. Intent:

1. All Work called for in the Specifications applicable to this Contract, but not shown on the Drawings in their present form, or vice versa, shall be of like effect as if shown or mentioned in both. Work not specified in either the Drawings or 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.
2. The apparent silence of the Specifications as to any detail, or the apparent omission from them of a detailed description concerning any work to be done and materials to be furnished, shall be regarded as meaning that only the best general practice is to prevail and that only material and workmanship of the best quality is to be used, the interpretation of these Specifications shall be made upon that basis.

1.03 MATERIALS AND EQUIPMENT

A. Manufacturer:

1. All transactions with the manufacturers or subcontractors shall be through the Contractor, unless the Contractor shall request and at the Engineer's option, that the manufacturer or subcontractor deal directly with the Engineer. Any such transactions shall not in any way release the Contractor from his full responsibility under this Contract.
2. 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.

B. Delivery:

1. The Contractor shall deliver materials in ample quantities to ensure the most speedy and uninterrupted progress of the Work so as to complete the Work within the allotted time.
2. The Contractor shall also coordinate deliveries in order to avoid delay in, or impediment of, the progress of the work of any related Contractor.

C. Tools and Accessories:

1. The Contractor shall, unless otherwise stated in the Contract Documents, furnish with each type, kind, or size of equipment, one (1) complete set of suitably marked high grade special tools and appliances which may be needed to adjust, operate, maintain, or repair the equipment. Such tools and appliances shall be furnished in approved painted steel cases, properly labeled and equipped with good grade cylinder locks and duplicate keys.
2. Spare parts shall be furnished as specified herein and as recommended by the manufacturer necessary for the operation of the equipment, not including materials required for routine maintenance.
3. Each piece of equipment shall be provided with a substantial nameplate, securely fastened in place and clearly inscribed with the manufacturer's name, year of manufacture, serial number, weight, and principal rate data.

D. Service of Manufacturer's Engineer:

1. The Contract Prices for equipment shall include the cost of furnishing a competent and experienced engineer or superintendent who shall represent the manufacturer and shall assist the Contractor, when required, to install,

adjust, test, and place in operation, the equipment in conformity with the Contract Documents.

2. After the equipment is placed in permanent operation by the Owner, such engineer or superintendent shall make all adjustments and tests required by the Engineer to prove that such equipment is in proper and satisfactory operating condition, and shall instruct such personnel as may be designated by the Owner in the proper operation and maintenance of such equipment.

1.04 INSPECTION AND TESTING

A. General:

1. 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 Engineer as a prerequisite for the acceptance of any material or equipment.
2. If, in the making of any test of any material or equipment, it is ascertained by the Engineer 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 Owner.
3. Tests of electrical and mechanical equipment and appliances shall be conducted in accordance with the recognized test codes of the ANSI, ASME, or the IEEE, except as may otherwise be stated herein.
4. The Contractor shall be fully responsible for the proper operation of equipment during testing and instruction periods and shall neither have nor make any claim for damage which may occur to equipment prior to the time when the Owner formally takes over the operation thereof.

B. Costs:

1. All inspection and testing of materials furnished under this Contract will be provided by the Contractor, unless otherwise expressly specified.
2. The cost of shop and field tests of equipment and of certain other tests specifically called for in the Contract Documents shall be borne by the Contractor, and such costs shall be deemed to be included in the Contract Price.

3. Materials and equipment submitted by the Contractor as the equivalent to those specifically named in the Contract may be tested by the Owner for compliance. The Contractor shall reimburse the Owner for the expenditures incurred in making such tests of materials and equipment which are rejected for non-compliance.

C. Certificate of Manufacture:

1. Contractor shall furnish to Engineer authoritative evidence in the form of a certificate of manufacture that the materials to be used in the Work have been manufactured and tested in conformity with the Contract Documents.
2. 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.

D. Shop Tests:

1. Each piece of equipment for which pressure, duty, capacity, rating, efficiency, performance, function, or special requirements are specified shall be tested in the shop of the maker in a manner which shall conclusively prove that its characteristics comply fully with the requirements of the Contract Documents.
2. Five (5) copies of the manufacturer's actual test data and interpreted results thereof, accompanied by a certificate of authenticity sworn to by a responsible official of the manufacturing company and/or independent laboratory, shall be submitted to the Engineer for approval.
3. The cost of shop tests and of furnishing manufacturer's preliminary and shop test data of operating equipment shall be borne by the Contractor.

E. Start-up Tests:

1. As soon as conditions permit, the Contractor shall furnish all labor, materials, and instruments and shall make start-up tests of equipment.
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.

F. Demonstration Tests:

1. Prior to Contractor's request for a Substantial Completion inspection, all equipment and piping installed under this Contract shall be subjected to demonstration tests as specified or required to prove compliance with the Contract Documents.
2. The Contractor shall furnish labor, fuel, energy, water, and all other materials, equipment, and instruments necessary for all demonstration tests, at no additional cost to the Owner. Contractor shall assist in the demonstration tests as applicable.

1.05 LINES AND GRADES

A. Grade:

1. All work under this Contract shall be constructed in accordance with the lines and grades shown on the Drawings, or as given by the Engineer. The full responsibility for keeping alignment and grade shall rest upon the Contractor.
2. The vertical bench marks provided is USGS "Public Records" monumentation and the horizontal control is the monumentation on plats contained in the "Public Records of Volusia County."

B. Surveys:

1. The Contractor shall furnish and maintain, at his own expense, stakes and other such materials.
2. The Contractor shall check such reference marks by such means as he may deem necessary and, before using them, shall call the Engineer's attention to any inaccuracies.
3. The Contractor shall, at his own expense, establish all working or construction lines and grades as required from the reference marks set by the Engineer, and shall be solely responsible for the accuracy thereof. He shall, however, be subject to the check and review by the Engineer.

C. Safeguarding Marks:

1. The Contractor shall safeguard all points, stakes, grade marks, monuments, and bench marks made or established on the Work, bear the cost of re-establishing them if disturbed, and bear the entire expense of rectifying work improperly installed due to not maintaining or protecting or to removing without authorization such established points, stakes, and marks.

2. The Contractor shall safeguard all existing and known property corners, monuments, and marks adjacent to but not related to the Work and shall bear the cost of re-establishing them if disturbed or destroyed.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

SECTION 01010
SUMMARY OF PROJECT

PART 1 - GENERAL

1.01 WORK COVERED BY CONTRACT DOCUMENTS

- A. This Contract is for the construction of the **WASTEWATER TREATMENT PLANT BTU CLEANING**. The work consists of furnishing all labor, equipment, and materials for the construction of the facilities consisting of, but not limited to, the following:

The project includes the removal of grit, sand and rags from one (1) wastewater treatment plant biological treatment unit. Alternate pricing for cleaning of the second BTU. Basins shall be taken offline for cleaning.

- B. The Contractor shall furnish all labor, equipment, tools, services and incidentals to complete all Work required by these Specifications and as shown on the Drawings.
- C. The Contractor shall perform the Work complete, in place, and ready for continuous service, and shall include repairs, testing, permits, cleanup, replacements and restoration required as a result of damages caused during this construction.
- D. All materials, equipment, skills, tools and labor which is reasonably and properly inferable and necessary for the proper completion of the Work in a substantial manner and in compliance with the requirements stated or implied by these Specification or Drawings shall be furnished and installed by the Contractor without additional compensation, whether specifically indicated in the Contract Documents or not.
- E. The Contractor shall comply with all City, County, State, Federal, and other codes which are applicable to this Project.

1.02 CONTRACTOR'S USE OF PREMISES

- A. The Contractor shall assume full responsibility for the protection and safekeeping of products and materials at the job site. If additional storage or work areas are required, they shall be obtained by the Contractor at no additional cost to the Owner.

1.03 PROJECT SEQUENCE

- A. The Contractor shall establish his work sequence based on the use of crews to facilitate completion of construction and testing within the specified Contract time.

END OF SECTION

01010-1

Attachment: HH122_WWTP BTU Cleaning_Bid Set Specs_05.10.17 (2) (1704 : WWTP Biological Treatment Units Cleaning)

SECTION 01025
MEASUREMENT AND PAYMENT

PART 1 - GENERAL

- A. Separate payment will be made only for the items of work described herein and listed on the Bid Form. Any related work not specifically listed, but required for satisfactory completion of the work, shall be considered to be included in the scope of the appropriate listed work items.
- B. The Contractor's attention is called to the fact that cleanup is considered a part of the work of construction. No payment will be made until cleanup is essentially complete.
- C. No separate payment will be made for the following items and the cost of such work shall be included in the applicable pay items of work if not shown as a separate pay item.
 - 1. Clearing and grubbing.
 - 2. Excavation, including necessary pavement base removal.
 - 3. Shoring and sheeting.
 - 4. Dewatering and disposal of surplus water.
 - 5. Structural Fill.
 - 6. Backfill.
 - 7. Grading.
 - 8. Replacement of unpaved roadways, grass and shrubbery plots.
 - 9. Cleanup.
 - 10. Testing and placing system in operation.
 - 11. Any material and equipment required to be installed and utilized for the test.
 - 12. Pipe, structures, pavement replacement and/or appurtenances included within the limits of lump sum work.
 - 13. Maintaining the existing quality of service during construction.
 - 14. Appurtenant work as required for a complete and operable system.
 - 15. Maintaining or detouring of traffic
- D. No payment shall be made for work constructed outside the authorized limits of work.

PART 2 - MATERIALS AND EQUIPMENT**2.01 Drain and Clean Existing Biological Unit****Bid Item 1**

Payment shall be made at the applicable unit price to clean out the existing biological treatment unit (BTU); removal of grit, sand, rags, etc. The grit material is on the bottom of the oxidation ditch structures and within the center pier effluent chamber. Unit pricing shall include all labor and materials to drain and clean the BTU, mobilization, site restoration, pumping, etc. The unit price shall be full compensation for all materials, labor and equipment required to complete the described work.

2.02 Hauling and Disposal of Sludge**Bid Item 2**

Payment shall be made at the applicable unit price for hauling and disposal of sludge, grit, rags, etc. removed from the BTU during cleaning. Price shall include hauling and disposal costs to be quantified by certified dump tickets. All material shall be disposed of in accordance with F.A.C. 62-640. The unit price shall be full compensation for all materials, labor and equipment required to complete the described work.

2.03 Drain and Clean Existing Biological Units**Bid Item Alternate 1**

Payment shall be made at the applicable unit price to clean out the existing biological treatment units (BTU); removal of grit, sand, rags, etc. The grit material is on the bottom of the oxidation ditch structures and within the center pier effluent chamber. Unit pricing shall include all labor and materials to drain and clean each BTU, mobilization, site restoration, pumping, etc. The unit price shall be full compensation for all materials, labor and equipment required to complete the described work.

2.04 Hauling and Disposal of Sludge**Bid Item Alternate 2**

Payment shall be made at the applicable unit price for hauling and disposal of sludge, grit, rags, etc. removed from the BTU during cleaning. Price shall include hauling and disposal costs to be quantified by certified dump tickets. All material shall be disposed of in accordance with F.A.C. 62-640. The unit price shall be full compensation for all materials, labor and equipment required to complete the described work.

END OF SECTION

SECTION 01027
APPLICATION FOR PAYMENT

PART I - GENERAL

1.01 DESCRIPTION

- A. Scope of Work: Submit Application for payment to the Engineer in accordance with schedule established by Conditions of the Contract and Agreement between Owner and Contractor. Contractor shall use the Application and Certificate for Payment Form included on Section 00844 as the official pay request form.
- B. Related Requirements Described Elsewhere:
 - 1. Agreement: Section 00500.
 - 2. Construction Progress Schedules: Section 01310.
 - 3. Schedule of Values: Section 01370.
 - 4. Construction Photographs: Section 01380.
 - 5. Project Record Documents: Section 01720.

1.02 FORMAT REQUIRED

- A. Submit applications typed on the form provided in Division 0, Section 00844: Application and Certificate for Payment Form, with itemized data typed on 8-1/2 inch x 11 inch or white paper continuation sheets.
- B. Provide itemized data on continuation sheets of format, schedules, line items, and values specified on the Application and Certificate for Payment Form. The Contractor shall use the item descriptions and contract values included in schedule of values, approved and accepted by the Engineer as a basis for preparation of the Application for Payment Form.

1.03 PREPARATION OF APPLICATION FOR EACH PROGRESS PAYMENT

- A. Application Form:
 - 1. Fill in required information, including that for Change Orders executed prior to date of submittal of application.
 - 2. Fill in percent complete for each activity and dollar values to agree with respective percents.
 - 3. Execute certification with signature of a responsible officer of Contractor.

B. Continuous Sheets:

1. Fill in total of all scheduled component items of the Work, with item number and schedule dollar value for each item.
2. Fill in dollar value in each column for each scheduled line item when Work has been performed or products stored. Round off values to nearest dollar, or as specified for Schedule of Values.
3. List each Change Order executed prior to date of submission, at the end of the continuation sheets. List by Change Order Number, and description, as for an original component item Work.
4. To receive approval for payment on component material stored on site, submit copies of the original invoices with Application and Certificate for Payment.
5. As provided for in the Application and Certificate for Payment Form, the Contractor shall certify, for each current pay request, that all previous progress payments received from the Owner, 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 and Certificate for Payment like affidavits by all Subcontractors.

1.04 SUBSTANTIATING DATA FOR PROGRESS PAYMENTS

A. Contractor shall submit suitable information, with a cover letter identifying:

1. Project.
2. Application number and date.
3. Detailed list of enclosures.
4. For stored products:
5. Item number and identification as shown on application.
6. Description of specific material.

B. Submit one (1) copy of data and cover letter for each copy of application.

- C. The Contractor is to maintain an updated set of drawings to be used as record drawings in accordance with Section 01720: Project Record Documents. As a prerequisite for monthly progress payments, the Contractor is to exhibit the updated record drawings for review by the Owner and the Engineer.
- D. Each monthly application for payment shall incorporate the corresponding “monthly progress status report” and updated construction schedule, prepared in accordance with the requirements of Section 01310: Construction Progress Schedules.
- E. As a prerequisite for payment, Contractor shall submit a duly executed letter from surety consenting to payment due and progress to date.
- F. Provide construction photographs in accordance with Section 01380: Construction Photographs.

1.05 PREPARATION OF APPLICATION FOR FINAL PAYMENT

- A. Fill in application form as specified for progress payments. Provide information as required by the General Conditions and Section 01700: Contract Closeout.
- B. Furnish evidence of completed operations and insurance in accordance with the General Conditions.
- C. Provide Contractor’s Final Release of Lien (Section 00849) and other close-out submittals as required by the General Conditions.

1.06 SUBMITTAL PROCEDURE

- A. Submit Application for Payment to the Engineer at the time stipulated in the Agreement, or as agreed to at the pre-construction meeting. Review the percents complete with the Engineer and resolve any conflict or discrepancies.
- B. Number of copies for each Application for Payment: Five (5) copies plus additional copies for Contractor’s needs.
- C. When the Engineer finds the Application and Certificate for Payment Form is properly completed and correct, he will execute the Certificate for Payment and transmit the forms to the Owner, with a copy to the Contractor.

PART II - PRODUCTS (NOT USED)

PART III - EXECUTION (NOT USED)

END OF SECTION

SECTION 01091
REFERENCE SPECIFICATIONS

PART 1 - GENERAL

1.01 GENERAL

- A. Applicable Publications. Whenever in these Specifications references are made to published specifications, codes, standards, or other requirements, it shall be understood that wherever no date is specified, only the latest specifications, standards, or requirements of the respective issuing agencies which have been published as of the date that the Work is advertised for bids, shall apply; except to the extent that said standards or requirements may be in conflict with applicable laws, ordinances, or governing codes. No requirements set forth herein or shown on the Drawings shall be waived because of any provision of or omission from said standards or requirements.
- B. Assignment of Specialists. In certain instances, specification test requires (or implies) that specific work is to be assigned to specialist or expert entities who must be engaged for the performance of the Work. Such assignments shall be recognized as special requirements over which the Contractor has no choice or option. These requirements shall not be interpreted so as to conflict with the enforcement of building codes and similar regulations governing the Work. They are not intended to interfere with local union jurisdiction settlements and similar conventions. Such assignments are intended to establish which party or entity involved in a specific unit of Work is recognized as "expert" for the indicated construction processes or operations. Nevertheless, the final responsibility for fulfillment of the entire set of Contract requirements remains with the Contractor.

1.02 REFERENCE SPECIFICATIONS, CODES, AND STANDARDS

- A. Without limiting the generality of other requirements of the Specifications, all Work specified herein shall conform to or exceed the requirements of such referenced documents which are not in conflict with the requirements of these Specifications or applicable codes.
- B. References herein to "Building Code" shall mean the latest edition of the Florida Building Code. The latest edition of the code as approved and used by the local agency as of the date of award as adopted by the agency having jurisdiction shall apply to the Work herein, including all addenda, modifications, amendments, or other lawful changes thereto.

- C. In case of conflict between codes, reference standards, Drawings, and the other Contract Documents, the most stringent requirements shall govern. All conflicts shall be brought to the attention of the Engineer for clarification and directions prior to ordering or providing any materials or labor. The Contractor shall bid the most stringent requirements.
- D. Applicable Standard Specifications. The Contractor shall construct the Work specified herein in accordance with the requirements of the Contract Documents and the referenced portions of those referenced codes, standards, and specifications listed.

PART II - PRODUCTS (Not Used)

PART III - EXECUTION (Not Used)

END OF SECTION

SECTION 01200 PROJECT MEETINGS

PART 1 - GENERAL

1.01 DESCRIPTION

A. Scope of Work:

1. The Contractor shall coordinate with the Engineer to schedule and administer the preconstruction meeting, resident meeting, utility coordination, periodic progress meetings, and specifically called meetings throughout the progress of the Work.
2. The Engineer shall:
 - a. Prepare agenda for meetings.
 - b. Make physical arrangements for meetings.
 - c. Preside at meetings.
 - d. Take and distribute meeting minutes.
3. The Contractor shall:
 - a. Attend all meetings along with pertinent subcontractors and suppliers.
 - b. Appoint attendees who are qualified and authorized to act on behalf of the entity each represents.
 - c. Provide requested information at meetings.
4. The Owner shall:
 - a. Attend meetings to ascertain that the Work is expedited consistent with Contract Documents and construction schedules.

B. Related Requirements Described Elsewhere:

1. Progress Schedules: Section 001310.
2. Shop Drawings: Section 001340.
3. Project Record Documents: Section 001720.

1.02 PRECONSTRUCTION MEETING

- A. Purpose: To initiate coordination of contractual requirements prior to start of work.
- B. Scheduling: Engineer will schedule a preconstruction meeting after execution of the Contract. Invites shall be sent via electronic mail.

- C. Location: A local site, convenient for all parties, designated by the Engineer.
- D. Attendance:
1. Owner's representative.
 2. Engineer and his sub-consultants.
 3. Resident project representative.
 4. Contractor and his superintendent.
 5. Major subcontractors.
 6. Representatives of major suppliers and manufacturers, as appropriate.
 7. Governmental and franchised utility representatives, as appropriate.
 8. Permit agency representatives, as appropriate.
 9. Funding agency representatives, as appropriate.
 10. Others as requested by the Contractor, Owner, and Engineer.
- E. Suggested Agenda:
1. Introductions and Roles
 2. Contract Execution and Dates
 - a. Contracts
 - b. Contract Time/Dates
 - c. Copies of Conformed Documents
 3. Communications
 - a. Lines of Communication
 - b. Coordination Meetings
 - c. Contact List
 - d. Requests for Information (RFIs)
 4. Preconstruction Matters
 - a. Submittals
 - b. Material Acquisition
 - c. Mobilization
 - d. Permitting
 5. Construction/Coordination
 - a. Working Days/Hours
 - b. Change Orders
 - c. Locating Existing Facilities
 - d. Demolition
 - e. Testing
 - f. Updated Schedules

6. Pay Requests
 - a. Process
 - b. Schedule of Values
 - c. Stored Materials
 - d. Preliminary As-Builts

7. Contract Closeout
 - a. Substantial Completion
 - b. Punch-list
 - c. Final Acceptance
 - d. Warranty
 - e. Final Payment

1.03 RESIDENT MEETING(S)

- A. Purpose: To present construction approach to effected residents and to allow residents to ask questions concerning such.
- B. Scheduling: Engineer/Owner will schedule resident meeting(s) after preconstruction meeting is held, but before construction begins. Invites shall be distributed via electronic mail and hard copy flyers. Contractor shall assist in the distribution of flyers.
- C. Location: A local site, convenient for all parties, designated by the Engineer/Owner.
- D. Attendance:
 1. Owner's representative.
 2. Engineer.
 3. Resident project representative.
 4. Contractor and his superintendent.
 5. Major subcontractors, as appropriate.
 6. Residents.
- E. Suggested Agenda: To be determined by Engineer/Owner

1.04 UTILITY COORDINATION MEETING(S)

- A. Purpose: To discuss the coordination of the construction with existing and proposed utilities.

- B. Scheduling: Engineer will schedule utility coordination meeting(s) as needed. These meetings may be held in conjunction with Progress Meetings. Invites shall be distributed via electronic mail.
- C. Location: A local site, convenient for all parties, designated by the Engineer.
- D. Attendance:
 - 1. Owner's representative.
 - 2. Engineer.
 - 3. Resident project representative.
 - 4. Contractor and his superintendent.
 - 5. Major subcontractors, as appropriate.
 - 6. Utility representatives.
- E. Suggested Agenda: To be determined by Engineer.

1.05 PROGRESS MEETINGS

- A. Purpose: To discuss the progress of the construction and projected work activities.
- B. Scheduling: Engineer will schedule progress meetings on a regular basis at a minimum frequency of once per week and at a maximum frequency of once per month. Invites shall be distributed via electronic mail.
- C. Location: A local site, convenient for all parties, designated by the Engineer.
- D. Attendance:
 - 1. Owner's representative.
 - 2. Engineer and sub-consultants, as appropriate.
 - 3. Resident project representative.
 - 4. Contractor and his superintendent.
 - 5. Major subcontractors, as appropriate.
 - 6. Utility representatives, as appropriate.
 - 7. Permit agency representatives, as appropriate.
 - 8. Funding agency representatives, as appropriate.
- E. Suggested Agenda:
 - 1. Work progress since last meeting
 - 2. Work scheduled this period
 - 3. Field observations, problems and conflicts.
 - 4. Construction schedule

- a. Status of current schedule
 - b. Issues impacting schedule
 - c. Fabrication and delivery schedules
 - d. Corrective measures to regain projected schedule
-
5. Submittals
 6. RFIs
 7. Pending Changes and Substitutions
 8. Quality Control
 9. Pay Requests
 10. Other Business

PART 2- PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

SECTION 01300

LOCATION, SCOPE AND SPECIAL REQUIREMENTS

PART 1 - GENERAL

- 1.01 The Contractor shall not have any right in property in any materials taken from any excavation and he shall not remove any earth, sand or other material from the lines of the work before the excavation is refilled except upon direction of the Engineer. The provisions of this paragraph shall not be construed as relieving the Contractor of any kind of his obligations to remove and dispose of any of the material excavated, with or without rehandling, at his cost and expense as provided in these specifications.
- 1.02 From investigations, including surveys made at the site, it is assumed that physical conditions are approximately as indicated on the drawings, but the nature of the materials below the surface, the depth to satisfactory foundations, or the stability of beds or banks or quantity of groundwater are not guaranteed.
- 1.03 Where reference is made within these documents to government specifications, or those of well known organizations such as ASTM, ASA, ASME, etc., the latest editions shall be used, any or all references in these documents to earlier stated editions notwithstanding.
- 1.04 The Contractor shall take all necessary precautions to prevent damage to existing City utilities which are to remain in service during any of his construction operations. Should such utilities be damaged by the Contractor, he shall be required to replace, or repair same, to the satisfaction of the Engineer, at no additional cost to the Owner.
- 1.05 Certain information regarding the reputed presence, size, character, and location of existing underground structure, pipes and conduits has been shown on the contract drawings. The location of underground structures shown may be inaccurate and other obstructions than those shown may be encountered. The Contractor distinctly agrees that the Engineer and the Owner are not responsible for the correctness or sufficiency of the information given; that in no event is this information to be considered as a part of the Contract; that he shall have no claim for delay or extra compensation on account of incorrectness of information given; or on account of insufficiency or absence of information regarding obstructions either revealed or not revealed by the drawings; and that he shall have no claim for relief from any obligation or responsibility under this Contract, in case the location, size or character of any pipe or other underground structure is encountered that is not shown on the drawings.
- 1.06 The Contractor agrees that the work shall be started not later than the date indicated in the "Contract", and that the total work shall be substantially completed within **60** calendar days and final completion within **30** calendar days.
 - A. The Contractor further agrees that for each calendar day, with the exception of Sundays and legal holidays, that any such work shall remain uncompleted after the completion time stipulated above, the sum of **One Thousand Dollars (\$1000)** per day shall be deducted by the Owner from monies due the Contractor, not as a penalty but as liquidated damages. If the Contractor is declared in default in accordance with the provisions of the specifications, liquidated

damages shall be charged as provided herein, and such amounts shall be deducted from the final amount payable to the Contractor or his Surety. Should the total amount chargeable as liquidated damages exceed the amount due or payable to the Contractor or his Surety, then such excess shall be paid to the Owner by the Contractor or his Surety.

- 1.07 The City shall provide reference points as shown on the plans. Contractor shall be responsible for having a land surveyor registered in the State of Florida and approved by the Engineer lay out the work, shall protect and preserve the established reference points and shall make no changes or relocations without the prior written approval of the Engineer. Contractor shall report to Engineer whenever such reference point is lost or destroyed or required location because of necessary changes in grades or locations, and the Contractor shall be responsible for replacement or relocation of such reference points by professionally qualified personnel, registered in the State of Florida and approved by the Engineer.
- 1.08 At least ten (10) days prior to the first progress payment request, the Contractor shall submit to the Owner a schedule of anticipated draws, which estimates as accurately as possible the amount of the anticipated "work in place" which will be completed each month. Failure to comply may result in delay in payment, as funds from several sources customarily serve as the project funding source.
- 1.09 All dewatering and pumping necessary to accomplish the work of this Contract shall be performed by the Contractor at no extra or additional cost to the Owner. Any permits required shall be the responsibility of the Contractor.
- 1.10 The Contractor is responsible for recording a copy of the Payment and Performance Bond in the Official Records of Volusia County, Florida and shall provide copies of the recorded documents to the Engineer prior to the issuance of the "Notice to Proceed". The Contractor shall be responsible for paying all costs associated with the recording of these documents and no contract payment shall be made to the Contractor for this item.
- 1.11 Attention is directed to the requirements of the following agencies with regard to permits and construction of utilities within their rights of way or jurisdiction.
 - A. Volusia County Health Department Water System Extension Permit.
 - B. Volusia County Right-Of-Way Use Permit (LPGA Boulevard).
 - C. The Owner will make necessary application for the above referenced permits to construct such improvements. It shall be, however, the responsibility of the Contractor to construct the improvements in strict accordance with the requirements of the above mentioned agencies, and no extra or additional payments will be made by the Owner for this work.
 - D. The Contractor shall apply and obtain the required building permits from the Owner. The Owner shall pay or waive all fees associated with the applications (except for re-application and re-inspection fees). The Owner shall provide the Contractor the requested number of copies of signed and sealed project plans and specifications. The Contractor shall be responsible for all other submittals required for the applications.

- 1.12 Construction shall be limited to weekday "day light" working hours. No "weekend", night time", or "holiday" work shall be performed without obtaining permission in advance from the Project Engineer. Certain non-essential items such as clean up, seeding and mulching, sodding, some well pointing operations, saw cutting of pavement, etc. may be performed by the Contractor during the above times by giving the Project Engineer "Advance Notice" of such operations.

If the contractor wishes to complete "essential" work on holidays, night or weekend periods, the Contractor shall be required to compensate the Engineer directly for the inspection services required. Payment shall be made 48 hours prior to the work and shall be at the Engineer's current daily rate.

The Contractor shall coordinate their subcontractors such that the prime contractor and subcontractors shall work the same 40 hour per week work hours.

- 1.13 Contract Insurance Requirements. The insurance requirements in Section 00800A represent the minimum insurance requirements for contract with the City of Holly Hill.
- 1.14 The Contractor will be required to maintain the flow of sewage at all times during the construction of the work of this Contract at no extra or additional cost to the Owner.
- 1.15 The Contractor acknowledges that he is responsible for complying with all aspects of the Florida Trench Safety Act (90-96, Laws of Fla.) effective October 1, 1990. He assumes all responsibility and costs entailed.
- 1.16 The proposed pipe alignments indicated on the project plans may require adjustment in the field due to conflicts or field conditions. Field changes shall be paid for at the contact unit price.
- 1.17 Construction materials may be stockpiled. All arrangements and costs incurred are the responsibility of the Contractor. Prior to making arrangements with individual property owners, the Contractor shall indicate to the City and the Engineer which sites have been targeted for material storage. The City reserves the right to approve or disapprove the proposed locations. The Contractor shall provide a notarized written letter from the property owner approving use of the property by the property owner prior to using the property.
- 1.18 The Contractor is responsible for obtaining a Water Management District Permit for (dewatering) consumptive use if the Contractor's "means or methods" trip the Agency's thresholds requiring permits. No separate payment or contract time extension for the Contractor obtaining the permit shall be granted by the City.
- 1.19 Land disturbed shall have hay bales or "turbidity curtains" installed around the perimeter to control erosion and sediment runoff where it is likely to occur during construction at no extra cost to the Owner.
- 1.20 The Contractor shall submit an executed "Consent of Surety for Final Payment" form, copy of which is included with the Contract Documents, prior to submitting a final request for payment.
- 1.21 All unit pricing shall remain valid for the duration of the contract.

- 1.22 Florida Sales Tax on materials, as well as all other customary taxes on construction activities, shall be paid for by the Contractor at no additional expense to the Owner.
- 1.23 The Contractor shall provide suitable, accurate pressure gauges for conducting hydrostatic pressure tests at all pipe branch/blow-off locations or as a minimum at each end of each section of the line tested between valves. No separate payment will be made for this work. Payment shall be included in the applicable unit price entitled "Hydrostatic Testing".
- 1.24 No thrust blocking shall be used unless specifically authorized by the Engineer. Restrained joint pipe and fittings shall be utilized.
- 1.25 All mains installed under this contract shall be buried with the appropriate marking tape to indicate the service designation. The tape shall be laid directly over the pipe at a depth of 24" below proposed finished ground elevation.
- 1.26 The Contractor shall not sublet, sell, transfer, assign or otherwise dispose of the utility portion thereof, or his right, title or interest therein, without written consent of the Owner.
- 1.27 Limitations on the Engineer's Responsibilities
 - A. Neither the Engineer's authority to act under this Paragraph nor any decision made by him in good faith either to exercise or not exercise such authority shall give rise to any duty or responsibility of the Engineer to the Contractor, any Subcontractor, any of their agents or employees or any other person performing any of the work.
 - B. The Engineer will not be responsible for the construction means, methods, techniques, sequences or procedures, or the safety precautions and programs incident thereto, and he will not be responsible for the Contractor's failure to perform the work in accordance with the Contract Documents.
 - C. The Engineer will not be responsible for the acts or omissions of the Contractor, any subcontractors, or any of his or their agents or employees, or any other persons performing any of the work.
- 1.28 Reasonable care shall be taken during construction to avoid damage to vegetation. Ornamental shrubbery and tree branches shall be temporarily tied back, where appropriate, to minimize damage. Trees which receive damage to branches shall be trimmed of those branches to improve the appearance of the tree. Tree trunks receiving damage from equipment shall be treated with a tree dressing.
- 1.29 All existing improved areas disturbed by construction shall be sodded with the same type sod as the existing variety of sod encountered.
- 1.30 Any private sprinklers, mail boxes, signs, fences, etc. encountered within the project site that act as an obstacle to construction shall be carefully removed prior to construction by the Contractor's forces and promptly reinstalled (within 24 hours) during the restoration portion of the project at no additional cost to the City. Separate payment for this work will not be made.

- 1.31 The Contractor shall utilize restrained joint for bends and required fittings for all pressure pipe shown on the project plans. The restrained PVC pipe lengths shall be in accordance with DIPRA "Thrust Resistant Design for Ductile Iron Pipe" utilizing laying condition 2 with polyethylene wrap with the type soils and soil depth encountered. Restrained joint pipe specifications shall be strictly adhered to. Piping drawings indicating restraining lengths and calculations shall be submitted to the Engineer for record purposes prior to construction. Responsibility for the adequacy for the restrained joint calculations shall remain with the Contractor and the supplier.
- 1.32 The Contractor shall make his own provisions for materials security. Any City provided work areas shall be returned to its original or better condition upon the completion of the project. Sodding of any disturbed areas utilized by the Contractor for work area will be accomplished by the Contractor at no additional cost to the City. Separate payment for this work will not be made and shall be included in the appropriate contract work items by the Contractor in the bid proposal.
- 1.33 An Owner, Officer or authorized Project Superintendent of the Contractor shall attend regularly scheduled monthly project coordination meeting with the Engineer and Owner's representative to review the project progress and to discuss the anticipated future progress and work areas. Questions as to issues that require resolution prior to Contractor construction shall also be identified and addressed at meetings. The meeting purpose shall be to inform all parties as to the status of the project and to attempt to resolve construction problems prior to their occurrence in the field. The City reserves the right to reduce or increase the frequency of the meetings depending on the progress of the project.
- 1.34 The City subject to availability will make available reasonable amounts of water for contractor compaction requirements and hydrostatic and flushing requirements at no cost to the contractor. Abnormally high usage (gross wastage) of provided water by the Contractor's organization shall be subject to City "back charges" to the Contractor at established City rates. The Contractor shall pay the City a meter deposit and utilize a City hydrant meter for all potable water used. The City is required to report all water usage to the St. Johns Water Management District on a monthly basis.
- 1.35 Project completion is defined as water line materials in place, tested and in use, with sidewalk, paving, driveways, sodding, and restoration items complete.
- 1.36 The Contractor's forces shall be required to "hand dig" and expose all existing utilities including telephone cables, T.V. cables (both public and private), gas lines, if present, water mains, force mains, sewer services, water services and private sprinklers a minimum of 24 hours in advance of the pipe laying operation. City forces and other utilities will mark the approximate location of their utilities when contacted. City crews will not be responsible for "hand digging" the location of City services. Separate lump sum payment shall be made for this work. Any utilities found in conflict with the work and not shown on the drawings shall be brought to the attention of the Engineer immediately. As required with the field locates and exposed utilities pay item, the Contractor shall submit a sketch of their proposed solution to the conflict for review and approval by Engineer.

- 1.37 A "City Standard" sign shall be provided as shown in the specifications for each area under construction. The sign shall be placed "in plain view" at a designated location. Attached are the Holly Hill project sign format requirements.
- 1.38 Contract plans are based on Florida Department of Transportation right of way maps, which may be obtained from the DOT for the Contractors surveyors' use. The Contractor shall bear all costs for a registered professional surveyor to layout the proposed project. At project completion time, the Contractor shall bear the costs of setting property corners which were lost during construction if they were disturbed by the Contractors construction operations.
- 1.39 The Contractor shall perform on the site and with his own organization work equivalent to not less than fifty (50%) percent of the total dollar value of the work to be performed under this contract except that work designated hereinafter as specialty work may be performed by subcontractors and the cost of any such specialty work so performed by subcontract may be deducted from the total contract amount before computing the amount of work required to be performed by the Contractor with his own organization.
- 1.40 The Contractor shall be responsible for dust control on the project. The Contractor shall control dust when conditions warrant as determined by the Engineer. No separate payment shall be made for this item.
- 1.41 The Contractor and/or subcontractor shall not work on City of Holly Hill's holidays (copy attached). City Utility personnel are not available for emergency repairs nor are construction representatives on these holidays.
- 1.42 Project award will depend on City funds availability. Project bond costs, administrative items, overhead, profit, mobilization, and demobilization shall be distributed and contained to each bid item part such that each bid item represents the total cost of accomplishing that bid item part on its own. The City reserves the right to award the entire project including alternates subject to funding availability. Award of the project will be based on either the lowest base bid or the lowest base bid together with the use of one or both alternates.
- 1.43 All 4" and smaller directionally drilled pipe placed under roadway areas shall be installed a minimum of 48" under the paved roadway.
- 1.44 Attached are copies of the "HRS Water Distribution System Construction Permit".
- 1.45 A construction office is not required.
- 1.46 No individual payments shall be made for mobilization or demobilization or bond costs. The costs for these items shall be distributed throughout the pay items proportional to the overall cost of the project.
- 1.47 The Contractor shall pay for and provide a satisfactory "continuity" test of all installed City utility pressure pipe tracer wire as part of the unit cost of pressure pipe installed under this contract. The satisfactory test shall be conducted in the presence of the project representative and have a written report to be acceptable. Any re-testing required shall be paid for by the Contractor.

END OF SECTION

SECTION 01380
CONSTRUCTION PHOTOGRAPHS

PART 1 - GENERAL

1.01 SCOPE OF WORK

- A. Scope of Work: The Contractor shall employ a competent photographer to take construction record photographs and video recording prior to start of work and periodically during the course of the Work.
- B. Related Requirements Described Elsewhere:
 - 1. Project Requirements: Section 01000
 - 2. Summary of Work: Section 01010
 - 3. Location, Scope and Special Requirements: Section 01300
 - 4. Project Record Documents: Section 01720

1.02 PHOTOGRAPHY REQUIRED

- A. Digital photographs shall be taken in conformance with this Section shall be furnished to the Engineer with each pay request. Failure to comply will result in rejection of pay request.
- B. Digital photographs shall be taken at each of the major stages of construction and as directed by the Engineer.
- C. Digital photographs may be taken by the Contractor's personnel but must be of professional quality as herein specified. Photographs which are deemed unsatisfactory will be rejected and retakes will be required.
- D. Views and Quantities Required:
 - 1. Contractor shall supply Digital pictures on a minimum 4 GB USB Flash Drive. One (1) view of each activity, as directed by the Resident Project Representative, up to a limit of ten activities photographed per month.
 - 2. One (1) Digital picture of five (5) views of overall Project site monthly including any change of condition, any structural changes, relocation, and all conflicts with utilities, as directed by the Resident Project Representative.
- E. Digital pictures shall contain and comply with the following:

1. The Contractor shall maintain all Digital copies of photos for the entire Project and then shall convey the disks to the Owner at the completion of the Project.
2. All disks shall be properly labeled with project name, project number, project start and end dates, Contractor's name, and Owner's name for which work was completed.
3. The photographer shall agree to furnish additional disks to Owner and the Engineer at commercial rates applicable at time of purchase.

1.03 COST OF PHOTOGRAPHY

- A. The Contractor shall pay costs for specified Digital photography and any required prints.

PART 2 - PRODUCTS

2.01 DIGITAL PHOTOGRAPH AND/OR PRINTS

- A. Type of Print (if required):
 1. Paper: Single weight, color print paper.
 2. Finish: Smooth surface, glossy.

Size: 4 inch x 6 inch for construction photos.
- B. Identify each photograph with the following (each print shall have information listed on back of each photograph and digital pictures shall have coordinating log sheet with information):
 1. Name of project
 2. Orientation of view
 3. Date and time of exposure
 4. Name and address of photographer
 5. Each photograph shall be numbered in consecutive order.

Note: Digital prints shall be used to clarify as-builts.

PART 3 - EXECUTION

3.01 TECHNIQUE

- A. Factual Presentation.
- B. Correct exposure and focus.

1. High resolution and sharpness (minimum 800 DPI)
2. Maximum depth-of-field
3. Minimum distortion

3.02 VIEWS REQUIRED

- A. Digital photographs shall adequately illustrate condition of construction and state of progress.
 1. At successive periods of photography, take at least one digital photograph from the same overall view as previously photographed.
 2. Consult with the Engineer at each period of digital photography for instructions concerning views required.

3.03 DELIVERY OF PRINTS

- A. Deliver photographs, on USB Flash Drive with coordinating log, to the Engineer as attachment to Application for Payment. (Flash Drive will become property of Engineer and/or client)
- B. Distribution of construction photographs, as soon as processed, is anticipated to be as follows:
 1. Engineer one (1) set.
 2. Project record file one (1) set to be stored by Contractor until the end of the project which shall be delivered with Project Record Documents as specified in Section 01720).
 3. Contractor one (1) set.

PART 4 – CONSTRUCTION VIDEO RECORDING

4.01 SCOPE OF WORK

- A. Furnish all labor, materials and equipment to furnish color audio video recording of the project site as specified herein.
- B. Furnish to the Engineer an original and one copy of a continuous color audio video recording on DVD around the entire project site. The recording shall be taken prior to any construction activity.
- C. The Engineer reserves the right to reject the audio video recording because of poor quality, unintelligible audio or uncontrolled pan or zoom. Any DVD rejected by the Engineer shall be redone at no cost to the Owner. Under no

circumstances shall construction begin until the Engineer has received and accepted the audio video DVD(s).

- D. The recording shall be performed by a qualified, established audio video recording firm, knowledgeable in construction practices which have a minimum of one (1) year experience in the implementation of established inspection procedures.

4.02 COLOR AUDIO VIDEO SURVEY

- A. Complete coverage shall include all surface features located within the project site, easement areas, and adjacent private properties covering the extent of the project site to be utilized by the Contractor and will be supported by appropriate audio description made simultaneously with video coverage. Such coverage shall include, but not be limited to, all existing driveways, sidewalks, curbs, ditches, roadways including viaducts, landscaping, trees, culverts, headwalls, and retaining walls, and buildings located within the area. Video coverage shall extend to the maximum height of all structures within this zone.
- B. All recording shall be done during times of good visibility. No recording shall be done during periods of visible precipitation, or when more than ten percent of the ground area is covered with standing water, unless otherwise authorized by Owner.

4.03 AUDIO AND VIDEO

- A. Contractor shall furnish continuous color, audio-video DVD(s) of professional quality.
- B. Pre and post construction recording should be recorded on a DVD –R disk, 4.7 gigabits, recorded in SP mode (120 mins) or better (HQ,HSP), disk must be finalized with no editing of information and must be properly marked with date, location, contractors name, job site, and name of Videographer. The date and time stamp must be visible at all times on image and disk must be stored in an individual sleeve.
- C. Each DVD shall begin with the Owner's name, Contract name and number, Contractor's name, date and location information such as street name, direction of travel, viewing side, etc.
- D. Information appearing on the DVD must be continuous and run simultaneously by computer generated transparent digital information. No editing or overlaying of information at a later date will be acceptable.
- E. Digital information will be as follows:

1. Upper left corner
 - a) Name of Contractor
 - b) Day, date and time
 - c) Name of project
 2. Lower left corner
 - a) Route of travel
 - b) Viewing side
 - c) Direction of travel
 - d) Stationing
- F. Time must be accurate and continuously generated.
- G. Engineering station numbers must be continuous, be accurate and correspond to project stationing. The symbols should be the standard engineering symbols (i.e. 16+64).
- H. Written documentation must coincide with the information on the DVD so as to make easy retrieval of location sought for at a later date.
- I. The video system shall have the capability to transfer individual frames of video electronically into hard copy prints or photography negatives.
- J. Audio shall be recorded at the same time as the video recording and shall have the same information as on the viewing screen. Special commentary will be given for unusual conditions of buildings, sidewalks and curbing, foundations, trees and shrubbery, etc.
- K. All DVDs and boxes shall bare labels with the following information:
1. Recording Number
 2. Owner's Name
 3. Date of Recording
 4. Project Name and Number
 5. Location and Standing Limit of DVD
- L. Prior to commencement of audio video recording, the contractor shall notify the Engineer in writing when and where the audio video recording will begin. The Engineer may provide a designated representative to accompany and oversee coverage of all recording operations. Audio video recording completed without an Engineer representative present will be unacceptable unless specifically authorized by the Engineer.

END OF SECTION

SECTION 01505
MOBILIZATION

PART I - GENERAL

1.01 DEFINITION AND SCOPE

- A. Mobilization shall include the obtaining of all permits, insurance, and bonds; moving onto the site of all plant and equipment; furnishing and erecting plants, temporary buildings, and other construction facilities; all as required for the proper performance and completion of the Work. Mobilization shall include, but not be limited to, the following principal items.
1. Move onto the site all Contractors' plant and equipment required for first month operations.
 2. Install temporary construction power, wiring, and lighting facilities.
 3. Establish fire protection plan and safety program.
 4. Secure construction water supply.
 5. Provide field office trailers for Contractor and as may be specified for Owner and Engineer.
 6. Provide on-site sanitary facilities and potable water facilities as specified.
 7. Arrange for and erect Contractor's work and storage yard and employee's parking facilities.
 8. Submit all required insurance certificates and bonds.
 9. Obtain all required permits.
 10. Post all OSHA, EPA, Department of Labor, and all other required notices.
 11. Have Contractor's superintendent at the job site full time.
 12. Submit a detailed construction CPM schedule acceptable to the Engineer as specified.
 13. Submit a schedule of values of the Work.

14. Submit a schedule of submittals.

1.02 DEMOBILIZATION

- A. Demobilization is the timely and proper removal of all contractor owned material, equipment or plant, from the job site and the proper restoration or completion of work necessary to bring the site into full compliance with the contract documents.

1.03 PAYMENT FOR MOBILIZATION/DEMOBILIZATION

- A. The Contractor's attention is directed to the condition that no payment for mobilization, or any part thereof, will be approved for payment under the Contract. Mobilization/Demobilization is a subsidiary obligation of the Contractor.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION

SECTION 01700
CONTRACT CLOSEOUT

PART 1 - GENERAL

1.01 DESCRIPTION

- A. Scope of Work: Comply with requirement stated in Conditions of the Contract and in Specifications for administrative procedures in closing out the Work.
- B. Related Requirements Described Elsewhere:
 - 1. Cleaning: Section 01710
 - 2. Warranties and Bonds: Section 01740

1.02 SUBSTANTIAL COMPLETION

- A. The Work will not be substantially complete, and Contractor may not request substantial completion inspection unless the following submittals and work is completed:
 - 1. All training of Owner's personnel completed.
 - 2. All areas to be used and occupied are safe, operable in automatic and complete
 - 3. All building occupancy certificates have been issued by the appropriate building permitting agency.
 - 4. All painting, finishes, fencing, cleanup, final grading, grassing, planting, sidewalk construction, and paving shall have been completed and ready for inspection.
 - 5. All deficiencies noted on inspection reports or nonconformances are corrected or the correction plan approved.
- B. When the conditions of paragraph 1.02 A. are met the Contractor shall submit to the Engineer:
 - 1. A written notice that he considers the Work, or portion thereof, is substantially complete, and requests an inspection.
 - 2. A punchlist of items to be corrected. (Uncompleted work which is not related to the safe, effective, efficient use of the Project may be allowed on the punchlist with the Engineer's approval.)

- C. Within a reasonable time after receipt of such notice, the Engineer will make an inspection to determine the status of completion.
- D. Should the Engineer determine that the Work is not substantially complete:
 - 1. The Engineer will promptly notify the Contractor in writing, giving the reasons therefore.
 - 2. Contractor shall remedy the deficiencies in the Work and send another written notice of substantial completion to the Engineer.
 - 3. The Engineer will within reasonable time, reinspect the Work. The Contractor will be liable for reinspection fees as described in paragraph 1.04, herein.
- E. When the Engineer finds that the Work is substantially complete, he will:
 - 1. Schedule a walk-through of the facility to include the Owner. Engineer shall determine the completeness of the punchlist and readiness of the facility for occupancy by the Owner.
 - 2. Prepare and deliver to Owner a tentative Certificate of Substantial Completion with the tentative punchlist of items to be completed or corrected before final inspection.
 - 3. After consideration of any objections made by the Owner as provided in Conditions of the Contract, and when the Engineer considers the Work substantially complete, he will execute and deliver to the Owner and the Contractor a definite Certificate of Substantial Completion with a revised tentative list of items to be completed or corrected. Any incomplete work allowed on a punchlist must be reinspected upon completion and any deficiencies found will be added to the punchlist.

1.03 FINAL INSPECTION

- A. Prior to Contractor's request for a final inspection the following submittals and work must be complete:
 - 1. Project Record Documents must be approved.
 - 2. All spare parts and maintenance materials must be suitably delivered to the Owner per the requirements of the Technical Sections of the Specifications.
 - 3. Contractor to submit evidence of compliance with requirements of governing authorities.

- B. After satisfying the requirements of paragraph 1.03 A. and when Contractor considers the Work complete, he shall submit written certification that:
 - 1. Contract Document requirements have been met.
 - 2. Work has been inspected for compliance with Contract Documents.
 - 3. Work has been completed in accordance with Contract Documents.
 - 4. Equipment and systems have been tested in the presence of the Owner's representative and are operational.
 - 5. All punchlist items have been corrected or completed and the Work is ready for final inspection.
- C. The Engineer will, within reasonable time, make an inspection to verify the status of completion with reasonable promptness after receipt of such certification.
- D. Should the Engineer consider that the Work is incomplete or defective:
 - 1. The Engineer will promptly notify the Contractor in writing, listing the incomplete or defective work.
 - 2. Contractor shall take immediate steps to remedy the stated deficiencies, and send another written certification to the Engineer that the Work is complete.
 - 3. The Engineer will, within a reasonable amount of time, reinspect the Work and the Contractor shall be liable for reinspection fees as described in paragraph 1.04, herein.
- D. When the Engineer finds that the Work is acceptable under the Contract Documents, the Contractor may make closeout submittals.

1.04 REINSPECTION FEES

- A. Should the Engineer perform reinspections due to failure of the Work to comply with the claims of status of completion made by the Contractor:
 - 1. Contractor will compensate the Owner for such additional services.
 - 2. Owner will deduct the amount of such compensation from the final payment to the Contractor.

1.05 CONTRACTOR'S CLOSEOUT SUBMITTALS

- A. Warranties and Bonds: To requirements of Section 01740.

- B. Evidence of Payment and Release of Liens: To requirements of General and Supplementary Conditions.
- C. Certificate of Insurance for Products and Completed Operations.

1.06 FINAL ADJUSTMENT OF ACCOUNTS

- A. Submit a final statement of accounting to the Engineer.
- B. Statement shall reflect all adjustments to the Contract Sum:
 - 1. The original Contract Sum.
 - 2. Additions and deductions resulting from:
 - a. Previous change orders or written amendment.
 - b. Allowances.
 - c. Unit prices.
 - d. Deductions for uncorrected work.
 - e. Penalties and bonuses.
 - f. Deductions for liquidated damages.
 - g. Deductions for reinspection payments
 - h. Other adjustments.
 - 3. Total Contract Sum, as adjusted.
 - 4. Previous payments.
 - 5. Sum remaining due.
- C. Engineer will prepare a final Change Order, reflecting approved adjustments to the Contract Sum which were not previously made by Change Orders.

1.07 FINAL APPLICATION FOR PAYMENT

- A. Contractor shall submit the final Application for Payment in accordance with procedures and requirements stated in the Conditions of the Contract.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

SECTION 01710 CLEANING

PART I - GENERAL

1.01 DESCRIPTION

- A. Scope of Work: Execute cleaning, during the progress of Work and at completion of the Work.

1.02 DISPOSAL REQUIREMENTS

- A. Conduct cleaning and disposal operations to comply with codes, ordinances, regulations and anti-pollution laws.

PART II - PRODUCTS

2.01 MATERIALS

- A. Use only those cleaning materials which will not create hazards to health or property and which will not damage surfaces.
- B. Use only those cleaning materials and methods recommended by manufacturer of the surface material to be cleaned.
- C. Use cleaning materials only on surfaces recommended by cleaning material manufacturer.

PART III - EXECUTION

3.01 DURING CONSTRUCTION

- A. Execute daily cleaning to keep the Work, the site and adjacent properties free from accumulations of waste materials, rubbish and windblown debris, resulting from construction operations or personal activities.
- B. Provide on-site containers for the collection of waste materials, debris and rubbish.
- C. Remove waste materials, debris and rubbish from the site periodically, or as directed by the Owner and dispose of at legal disposal areas away from the site.

3.02 DUST CONTROL

- A. The Contractor shall employ construction techniques that minimize the production and distribution of dust.
- B. Clean interior spaces prior to the start of finish painting and continue cleaning on an as-needed basis until painting is finished.
- C. Schedule operations so that dust and other contaminants resulting from cleaning process will not fall on wet or newly-coated surfaces.

3.03 FINAL CLEANING

- A. Employee skilled workman for final cleaning.
- B. Remove grease, mastic, adhesives, dust, dirt, stains, fingerprints, labels, and other foreign materials from sight-exposed interior and exterior surfaces.
- C. Prior to final completion, or Owner occupancy, Contractor shall conduct an inspection of sight-exposed interior and exterior surfaces and all work areas, to verify that the entire Work site is clean.

END OF SECTION

SECTION 01740
WARRANTIES AND BONDS

PART 1 - GENERAL

1.01 DESCRIPTION

A. Scope of Work:

1. Compile specified warranties and bonds as specified in these Specifications.
2. Co-execute submittals when so specified.
3. Review submittals to verify compliance with Contract Documents.
4. Submit to Engineer for review and transmittal to Owner.

B. Related Work Described Elsewhere:

1. Instructions to Bidders: Bid Bonds
2. Performance Bond and Payment Bond
3. Labor and Material Payment Bond: Section 00645

1.02 SUBMITTAL REQUIREMENTS

A. Assembly warranties, bonds and service and maintenance contracts, executed by each of the respective manufacturers, suppliers, and subcontractors.

B. Number of original signed copies required: Two each.

C. Table of Contents: Neatly typed, in orderly sequence. Provide complete information for each item.

1. Product of work item
2. Firm, with name of principal, address and telephone number
3. Scope
4. Date of beginning of warranty, bond or service and maintenance contract
5. Duration of warranty, bond or service maintenance contract.
6. Provide information for Owner's personnel:
 - a. Proper procedure in case of failure.
 - b. Instances which might affect the validity of warranty or bond.

7. Contractor, name of responsible principal, address and telephone numbers.

1.03 FORM OF SUBMITTALS

- A. Prepare in duplicate packets
- B. Format:
 1. Size 8 ½" x 11 inches, punch sheets for standard three-post binder.
 - a. Fold larger sheets to fit into binders.
 2. Cover: Identify each packet with typed or printed title "WARRANTIES AND BONDS". List:
 - a. Title of Project
 - b. Name of Contractor
- C. Binders: Commercial quality, three-post binder, with durable and cleanable plastic covers and maximum post width of two inches.

1.04 WARRANTY SUBMITTALS REQUIREMENTS

- A. For all major pieces of equipment, submit a warranty from the equipment manufacturer. Manufacturer's warranty period shall be concurrent with Contractor's for one (1) year, unless otherwise specified, commencing at the time of final acceptance by Owner.
- B. Contractor shall be responsible for obtaining certificates for equipment warranty for all major equipment which has at least a 1 hp motor or which lists for more than \$1,000. Engineer reserves the right to request warranties for equipment not classified as major. Contractor shall still warrant equipment not considered to be "major" in the Contractor's one-year warranty period even though certificates of warranty may not be required.
- C. In the event that the equipment manufacturer or supplier is unwilling to provide a one-year warranty commencing at the time of Owner acceptance, the Contractor shall obtain from the manufacturer a two (2) year warranty commencing at the time of equipment delivery to the job site. This two-year warranty from the manufacturer shall not relieve the Contractor of the one-year warranty starting at the time of Owner acceptance of the equipment.
- D. Owner shall incur no labor or equipment cost during the guarantee period.

- E. Guarantee shall cover all necessary labor, equipment and replacement parts resulting from faulty or inadequate design, improper assembly or erection, defective workmanship and materials, leakage, breakage or other failure of all equipment and components furnished by manufacturer.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

SECTION 01800
MISCELLANEOUS WORK AND CLEANUP

PART 1 - GENERAL

1.01 DESCRIPTION

A. Scope of Work:

1. This Section includes operations which cannot be specified in detail as separate items but can be sufficiently described as to the kind and extent to work involved. The Contractor shall furnish all labor, materials, equipment and incidentals to complete the work under this Section.
2. The work of this Section includes, but is not limited to, the following:
 - a. Restoring of driveways and fences.
 - b. Cleaning up.
 - c. Incidental work.

PART 2 - PRODUCTS

2.01 MATERIALS

- A. Materials required for this Section shall be of the same quality as materials that are to be restored. Where possible, the Contractor shall reuse existing materials that are removed and then replaced.

PART 3 - EXECUTION

3.01 RESTORING OF DRIVEWAYS, FENCES, AND SIDEWALKS

- A. Existing public and private driveways and sidewalks disturbed by the Contractor shall be replaced. Paved drives shall be repaved to the limits and thickness existing prior to construction. Gravel drives shall be replaced and regraded. Concrete driveways and sidewalks shall be replaced.
- B. The Contractor shall remove, store and replace existing fences during construction. Only the sections directed by the Engineer shall be removed. If any section of fence is damaged due to the Contractor's negligence, it shall be replaced with fencing equal to or better than that damaged, and the work shall be satisfactory to the Engineer.

3.02 CLEAN UP

- A. The Contractor shall remove all construction material, buildings, equipment and other debris remaining on the job as the result of construction operations and shall render the site of the work in a neat and orderly condition. All suitable excess excavated material shall remain on site.

3.03 INCIDENTAL WORK

- A. Do all incidental work not otherwise specified, but obviously necessary for the proper completion of the contract as specified and as shown on the Drawings.

END OF SECTION

SECTION 02900A
GRASSING, MULCHING AND SODDING

PART I - GENERAL

1.01 WORK INCLUDED

- A. The work specified in this section consists of grassing, or of grassing and mulching on slopes, shoulders and other areas. The work of grassing shall include seeding and fertilizing; also watering as required. Any of the items of work covered by this section may be eliminated from the contract, at the discretion of the Engineer. Sodding is included herewith and shall conform to the lines and grades as shown on the plans.

PART II - MATERIALS AND EQUIPMENT

2.01 MATERIALS AND EQUIPMENT

- A. The materials used for the work in this section shall conform to the requirements hereinafter specified.

2.02 SOD

- A. Sod shall be well matted with roots. St. Augustine shall be used in residential areas. Bahia shall be used in the right-of-way areas, not covered by St. Augustine grass.
- B. The sod shall be taken up in commercial-size rectangles, preferably 12-inch by 12-inch, except where 6-inch strip sodding is called for.
- C. The sod shall be sufficiently thick to secure a dense stand of live grass. The sod shall be live, fresh and uninjured, at the time of planting. It shall be planted as soon as possible after being dug and shall be shaded and kept moist from the time it is dug until it is planted. The sod shall be approved by the Engineer before placing.
- D. Source Requirements for Sod and Mulch. No mulch material or sod shall be used which is not certified as being free of the imported fire ant, and before any mulch or sod is brought to the project, the Contractor will be required to furnish the Engineer a written certification and clearance, from pest control officials of either the State or the Federal Department of Agriculture, verifying that the materials are being obtained from an area outside of the zone of quarantine of the imported fire ant, or that they are free of the imported fire ant.

2.03 WATER

- A. The water used in the grassing operations may be obtained from the reclaimed water system.
- B. The water shall be free of excess and harmful chemicals, acids, alkalis, or any substance which might be harmful to plant growth or obnoxious to traffic.
- C. Salt water shall not be used.

2.04 EQUIPMENT

- A. Fertilizer Spreader
 - 1. The device for spreading dry fertilizer or for spraying liquid fertilizer shall meet the approval of the Engineer.
- B. Seed Spreader.
 - 1. The seed spreader shall be an approved mechanical head spreader or other approved type of spreader and may be integral with the cultipacker roller equipment specified below.
- C. Equipment for Cutting Mulch into Soil.
 - 1. The mulching equipment shall be a rotovator, or other equipment determined by the Engineer to be equally suitable for cutting the specified materials uniformly into the soil and to the required controlled depth.
 - 2. Harrows will not be allowed.
- D. Rollers
 - 1. A cultipacker, traffic roller, or other roller approved by the Engineer, will be required for rolling the grassed and mulched areas.
- E. Water-Metering Devices
 - 1. The vehicle used for applying the water to the grassed areas shall be equipped with an approved metering device installed at such point on the vehicle as to measure the water at the time of its being applied to the grassed areas.

PART III - EXECUTION

3.01 TIME OF BEGINNING OPERATIONS

- A. Whenever a suitable length of roadway is completed and ready for planting the Contractor shall, if directed by the Engineer, proceed at once with the planting of the available shoulder or embankment areas.

3.02 WEATHER AND SOIL LIMITATIONS

- A. Fertilizing, seeding or mulching operations will not be permitted when wind velocities exceed 15 miles per hour.
- B. Seed shall be sowed only when the soil is moist and in proper condition to induce growth.

3.03 SOIL MANIPULATION

- A. All soil manipulation shall be done at right angles to the direction of slope.

3.04 WATERING

- A. The soil shall be maintained in a moist condition for a period of at least two weeks after the planting.

3.05 APPLYING AND MIXING FERTILIZER

- A. Rate of Application
 - 1. At the Contractor's option either dry or liquid commercial grade fertilizer may be used.
 - 2. The rate of application for dry fertilizer shall be 800 to 1000 pounds per acre, with application in the upper range for sandy soils in the lower range for loamy soils. The exact rate will be set by the Engineer.
 - 3. Liquid fertilizer shall be applied at an equivalent rate which will provide the same amount of plant food as required for dry fertilizer (or at approximately 74 to 92 gallons per acre).
- B. Application
 - 1. The fertilizer shall be spread or sprayed uniformly over the area to be grassed by use of the approved distributing device, except that on steep slopes or other areas where machine-spreading may not be practicable, spreading may be done by hand or by hose if the Engineer so directs.

2. Immediately after dry fertilizer is spread, it shall be harrowed in and mixed with the soil to a depth of approximately four inches.
3. When liquid fertilizer is sprayed, the soil, if dry, shall be moistened by sprinkling before the liquid fertilizer is applied not later than seven days after the seed is in place.

3.06 MULCHING

A. When Dry Mulch is Used:

1. When mulching is called for, approximately two inches, loose thickness, of the straw or hay material shall then be applied uniformly over the grassing area, and the mulch material cut into the soil with the equipment specified, so as to produce a loose mulch thickness of three to four inches.
2. Care shall be exercised so that the materials are not cut too deeply into the soil.

B. When Green Mulch is Used:

1. When green mulch is used, the green mulch shall be incorporated into the soil not later than two days after being cut, and not artificial watering shall be done before the mulch is applied.
2. It shall be spread in a layer of approximately two inches loose thickness, and cut into the soil with the equipment specified.
3. The material shall not be cut too deeply into the soil.

3.07 SEEDING

- A. Soon after the mulch material has been cut into the soil, and while the soil is still loose and moist, the seed shall be scattered uniformly over the grassing area.

The rate of spread for the seed shall be as follows:

1. Where mulching is not called for, or where dry mulch is used, the rate shall be 60 pounds per acre. In the period from March 15 to October 15 the seed mixture shall be 30 pounds of Bahia and 30 pounds of Bermuda. In the remainder of the year, the mixture shall be 20 pounds each of Bahia, Bermuda and rye seed.
2. When green mulch is used, the required rate of spread shall be reduced to 45 pounds per acre, because of the faster growing rate of the green mulch as

compared with that of the seeds. The seed mixture shall be 22-1/2 pounds of Bahia and 22-1/2 pound of Bermuda, except that in the period October 15 to March 15 the mixture shall be 15 pounds each of Bahia, Bermuda and rye grass seed.

3. Seeding may be done in conjunction with the rolling if the equipment used is designed for that purpose.
4. Rolling. Immediately after completion of the seeding, the entire grassed or mulched area shall be rolled thoroughly with the equipment specified. At least two trips over the entire area will be required.

3.08 SODDING

- A. Wherever sodding is indicated on the plans, it shall include all of the requirements of this section except "Mulching".

3.09 MAINTENANCE

- A. The Contractor shall be responsible for keeping the ground moist by watering until an acceptable stand of grass is grown. He will also be required to repair at his own expense any damage due to washouts, erosion or other causes which might occur prior to final acceptance of this work.

END OF SECTION

SECTION 13500
WASTEWATER TANK CLEANING

PART 1 – GENERAL

1.01 SCOPE OF WORK

- A. The Scope of Work includes all labor materials, supplies, equipment, transportation and other incidentals required for the removal, mechanical dewatering/separation, transportation, and disposal of all sludge, grit accumulations, rags, hair, grease, plastics and debris present in the biological treatment units and the cleaning and high pressure water cleaning of the interior tank walls, floor, and piping.

1.02 QUALIFICATIONS

- A. The Contractor shall be an experienced, reputable and knowledgeable tank cleaning service with current license in the State of Florida. The Contractor must provide documentation of at least three recent, successfully completed, projects similar in nature and size to that which is proposed under the scope of this contract.
- B. All equipment used for tank draining, cleaning, dewatering, hauling, and disposal shall be modern, serviceable equipment adequately suited for the service intended.

PART 2 – PRODUCTS (Not Used)

PART 3 – EXECUTION

3.01 TANK CLEANING

- A. The Contractor shall remove all of the existing tank contents including, but not limited to, sludge, grit accumulations, hair, plastics, rags, scum, debris, and grease accumulations from the digester and biosolids storage tank surfaces and associated structures. Contractor should note that large accumulations of grit may be encountered in the process of cleaning the tanks. The Contractor shall be solely responsible for removing all biological treatment unit contents encountered, regardless of nature or composition.
- B. All dewatered material removed from the tanks shall be loaded directly into a truck for disposal offsite. The Contractor shall be responsible for transportation to and offloading residuals cake at the landfill.

- C. The Contractor shall transport all material off site for disposal in a regulated location suitable for the material removed from the tanks. The residual disposal site shall be approved by the City prior to use by the Contractor. The site must meet all Federal, State and Local regulations.
- D. The Contractor shall clean with high pressure water the interior tank walls, floor, and piping.
- E. While conducting residuals removal operations, the Contractor shall always have a superintendent in responsible charge at the removal site. This person shall have the authority to make management decisions pertaining to the Project.
- F. The Contractor shall maintain work areas in a clean and "workmanlike" manner. Residuals, wastewater from the dewatering process, chemical and fuel spills shall be cleaned up immediately and not allowed to enter stormwater systems. Contractor shall notify the City Project Manager of any spills immediately. In the event of a spill resulting from the Contractor's actions, the Contractor shall be responsible for all cost to clean up the spill and pay any fines levied against City as a result of any spills.
- G. All wastewater tank contents, except acceptable wastewater from the dewatering process, shall be removed from the plant site. Wastewater may be returned to the process tank adjacent to the one being cleaned.
- H. The Contractor shall limit the work area such as to cause a minimum conflict with the treatment plant's operation as determined by the City. All equipment and pipes shall be installed in an approved manner and route without interference to plant operation and car and truck traffic.
- I. The equipment required for the removal and disposal of the wastewater tank contents shall be attended at all times while in operation.
- J. Upon completion of work, the Contractor shall remove all equipment, materials, trash, debris, and other items resulting from the wastewater tank cleaning and disposal operations, repair any damaged piping materials or equipment, and restore grounds to pre-existing condition and City satisfaction.

3.02 SAFETY

- A. The Contractor shall comply fully with all applicable safety standards while conducting Services on this Project. These standards include all Occupational Safety and Health Standards for General Industry and applicable standards set forth for the construction industry.
- B. All safety materials, equipment, etc. shall be the sole responsibility of the Contractor.

- C. The Contractor shall provide the City a copy of the Material Safety Data Sheet for each chemical additive or polymer, prior to any use of such materials in the dewatering operation. The City reserves the right to prohibit the Contractor from using any chemical which poses a threat to the safety of plant personnel or which may interfere with the plant's treatment processes.

END OF SECTION

ADDENDUM NO. 1
TO THE BIDDING /CONTRACT DOCUMENTS AND SPECIFICATIONS
CITY OF HOLLY HILL
WWTP BTU CLEANING
BID NO. 16WW05

May 26, 2017

To All Plan Holders:

The following changes, clarifications and additions are hereby made part of the bidding and project specifications for the above referenced project dated March 2017 and prepared by Quentin L. Hampton Associates, Inc. as fully and completely as if the same were fully set forth therein.

QUESTIONS

1. Specification 00310 Schedule of Unit Prices - Item No. 2 and Alt 2 Hauling and Disposal of Sludge: We request that the measurement of hauled and disposed material units be changed to "Tons" instead of "CY". Section 01025 2.02 states, "Price shall include hauling and disposal costs to be quantified by certified dump tickets." Certified dump tickets measure material in tons, not cubic yards.

Section 00310 was revised to pay for hauling and disposal by the ton. See attached revised schedule of values to be submitted with the bid.

2. Specification Section 01025 Measurement and Payment - 2.01 Drain and Clean Existing Biological Unit: Is the contractor responsible for costs and labor associated with draining the BTU? Typically, the owner will drain the tank down to 2.5' of water depth to allow Hydro to remove grit, sand, rags, etc. with the Sand Dragon II Vertical Grit Separator.

Contractor to provide labor for draining of BTU. City will supervise the draining activity. BTU can be drained also by pumping to adjacent basin.

3. 2.02 Hauling and Disposal of Sludge - Please clarify if hauling and disposal of liquid sludge shall be included in the price of hauling and disposal of material removed from the BTU. We sometimes see the owner allowing the liquid sludge to be diluted with plant non-potable water and sent back to the plant or down a manhole to save costs.

Hauling and disposal for dewatered sludge only. Liquid sludge may be recycled to the head of the WWTP.

4. Is the satisfactory completion of SECTION 00320 STATEMENT OF BIDDER'S QUALIFICATIONS a requirement to be considered a qualified bidder? If so, would the City consider replacing this requirement with something else, such as satisfactory statements attesting to the requirements of section 1.05 BIDDER'S QUALIFICATIONS A. 1. "A sworn statement showing the equipment definitely controlled by the Bidder and available to him for performing the work;" 2. "A sworn statement of his/her experience in performing work of the character for which his bid is submitted?"

List of qualifications required by specification 00320 is required with each bid.

5. It states that contractor is liable for any buoyancy effects on the tanks, do you foresee a wellpoint dewatering system or something similar being required?

The subject tanks are designed to not require dewatering when empty.

Disclaimer: This addendum was posted on Vendor Link. It is the sole responsibility of the bidder to confirm that all addenda have been received prior to submitting bid and acknowledge such in the bid documents.

**CITY OF HOLLY HILL
WASTEWATER TREATMENT PLANT BTU CLEANING
BID# 16WW05 RE-BID**

<i>ITEM NO.</i>	<i>DESCRIPTION</i>	<i>QTY</i>	<i>UNIT</i>	<i>UNIT COST</i>	<i>TOTAL</i>
1	Drain and Clean Existing Biological Units	1	EA		
2	Hauling and Disposal of Sludge	100	TN		
				Total Base Bid	
Alt 1	Drain and Clean Existing Biological Units	1	EA		
Alt 2	Hauling and Disposal of Sludge	100	TN		
	BID TOTAL				

Submitted by: _____

Contractor: _____

Address: _____

Telephone: _____ Fax: _____



**STAFF REPORT
CITY OF HOLLY HILL, FLORIDA**

**City Commission
Resolution**

MEETING DATE: June 27, 2017
FROM: Valerie Manning
SUBJECT: Resolution 2017-R-36 A Resolution of the City of Holly Hill, Volusia County, Florida, Urging Members of the State Legislature to Adopt Legislation Amending Current Animal Cruelty Laws to Impose Stricter, Harsher Punishment and Penalties for Acts of Animal Cruelty.
NUMBER: (ID # 1712)
APPLICANT:
PLANNER:

DISCUSSION:

This Resolution is to urge members of the Florida Legislature to amend the penalty listed in Florida Statute 828.12(2) for commission of aggravated animal cruelty from a third-degree felony to a second-degree felony.

A copy of this Resolution will be forwarded to Governor Rick Scott, State Senators and State Representatives.

FISCAL ANALYSIS:

N/A

STAFF RECOMMENDATION:

Approve Resolution as submitted by staff.

COMMISSION GOAL:

N/A

MOTION:

APPROVE RESOLUTION 2017-R-36, URGING MEMBERS OF THE STATE LEGISLATURE TO ADOPT LEGISLATION AMENDING CURRENT ANIMAL

**CRUELTY LAWS TO IMPOSE STRICTER, HARSHER PUNISHMENT AND
PENALTIES FOR ACTS OF ANIMAL CRUELTY.**

Resolution No. (ID # 1712)**RESOLUTION 2017-R-36 A RESOLUTION OF THE CITY OF HOLLY HILL, VOLUSIA COUNTY, FLORIDA, URGING MEMBERS OF THE STATE LEGISLATURE TO ADOPT LEGISLATION AMENDING CURRENT ANIMAL CRUELTY LAWS TO IMPOSE STRICTER, HARSHER PUNISHMENT AND PENALTIES FOR ACTS OF ANIMAL CRUELTY.****RESOLUTION 2017-R-36**

A RESOLUTION OF THE CITY OF HOLLY HILL, VOLUSIA COUNTY, FLORIDA, URGING MEMBERS OF THE STATE LEGISLATURE TO ADOPT LEGISLATION AMENDING CURRENT ANIMAL CRUELTY LAWS TO IMPOSE STRICTER, HARSHER PUNISHMENT AND PENALTIES FOR ACTS OF ANIMAL CRUELTY.

WHEREAS, it is a priority of the City of Holly Hill to promote the health, safety, and welfare of animals in the City and within the State of Florida; and

WHEREAS, animals are sentient beings and deserve protection; and

WHEREAS, animal cruelty is a shameful act and no animal should feel endangered from abuse, forced violence, or neglect; and

WHEREAS, the City of Holly Hill supports legislative efforts to improve the quality of life for all animals through love, compassion, education, and legislation.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA:

SECTION 1. That the City Commission of the City of Holly Hill, Florida, hereby urges members of the Florida Legislature to consider amending the penalty listed in F.S. 828.12(2) for commission of aggravated animal cruelty from a third-degree felony to a second-degree felony.

SECTION 2. That the City Commission of the City of Holly Hill, Florida, hereby urges members of the Florida Legislature to consider imposing stricter, harsher punishment and penalties for acts of animal cruelty.

SECTION 3. That a copy of this Resolution be sent to Governor Rick Scott, State Representative Patrick Henry, State Representative Tom Leek, State Representative Paul Renner, State Representative David Santiago, State Senator Dorothy Hukill, State

Senator David Simmons, County of Volusia Chair, and municipal Mayors within Volusia County.

SECTION 4. This Resolution shall become effective immediately upon its adoption.

APPROVED AND AUTHENTICATED on this 27th day of JUNE, 2017.



**STAFF REPORT
CITY OF HOLLY HILL, FLORIDA**

**City Commission
Agenda Item**

MEETING DATE: June 27, 2017
FROM: Valerie Manning
SUBJECT: Halifax Humane Society Agreement 2017-2018
NUMBER: (ID # 1706)
APPLICANT:
PLANNER:

DISCUSSION:

This is the 2017-2018 Animal Sheltering Services contract for Halifax Humane Society and the City of Holly Hill. The fees will be maintained at the 2016 rate without increase.

The agreement will take effect on October 1, 2017 and will remain in full force and effect for a twelve (12) month period ending on midnight between September 30, 2018 and October 1, 2018.

FISCAL ANALYSIS:

This is a fully budgeted expenditure of the code enforcement department.

STAFF RECOMMENDATION:

Approve the 2017-2018 Halifax Humane Society agreement as submitted by staff.

COMMISSION

GOAL:

Goal #4: Provide proficient public health and safety services in terms of police and fire protection, water, storm water, waste water and solid waste management and disaster preparedness with a focus on intergovernmental collaboration, private sector partnerships, and utilization of technologies and proven innovations.

MOTION:

APPROVE THE AGREEMENT AND AUTHORIZE THE MAYOR AND CITY MANAGER TO EXECUTE THE 2017-2018 AGREEMENT.

- Halifax Humane Society Agreement 2017-2018 (PDF)



Protecting
Animals in the
Greater
Daytona Beach
Area Since 1937

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CHIEF EXECUTIVE OFFICER

Miguel Abi-hassan



Dear Elected Officials & Staff

Enclosed you will find the 2017-2018 Animal Sheltering Services contract for Halifax Humane Society. I am proud to announce that fees will be maintained at the 2016 rate without increase. The board and I are happy to pass on these cost-savings in good faith for your continued support and in anticipation of another proactive year ending pet-homelessness.

We appreciate the ability to provide these cover letters so we may update contractors on the progress of our continued partnership to improve our area for pets and people. Since most of Volusia unified contracts and HHS expanded its services in 2012 we have come a long way in improving each and every metric that shows our progress. Namely, through programs like our Redinger Spay & Neuter Clinic, TNR and Behavior relief services we have reduced intake 46% in the last 5 years. Accordingly, euthanasia has dropped 66% and adoptions, behavioral consults and other programmatic engagement continues to rise. In turn that means our contractors are seeing less costs, pet related complaints/injuries and a better pet-community rapport because of our partnership.

Our services are a direct reflection of our community, as such our staff & stakeholders take great pride in these magnificent strides being made towards a resolution of pet homelessness and rehoming. To further our communal goals, we are in the final stages of fundraising towards reimagining our facility, creating an anchor of humanity that serves all-things pets for residents and travelers alike. We invite you to visit www.hhsfuture.org to help us celebrate almost 80 years of history in our community and help us realize another lifetime of expanding our humanity.

You will find 2 copies of the contract for signature; please return 1 signed copy for our records at your earliest convenience.

Kindest regards,

Miguel Abi-hassan, CAWA
Chief Executive Officer
(386) 274-4703 X317

AGREEMENT FOR SERVICES BETWEEN
Halifax Humane Society, Inc.
AND
The City of Holly Hill

This Services Agreement ("Agreement") is hereby entered into by and between the **Halifax Humane Society, Inc.**, a Florida non-profit corporation, with its principal address at 2364 West LPGA Boulevard, Daytona Beach, Florida 32124 ("Humane Society"), and the **City of Holly Hill**, a Florida municipal corporation.

WHEREAS, in order to enforce the ordinances of the City of Holly Hill and the laws of the State of Florida with respect to stray animals, the City of Holly Hill desires to deliver stray animals to the Humane Society for the humane impoundment and humane disposition of said animals; and

WHEREAS, the Humane Society is organized for the purpose, among others, of preventing cruelty to animals and is interested in assuring that impounded animals are sheltered in a humane manner and those which must be destroyed, be so destroyed in a humane manner.

NOW, THEREFORE, for and in consideration of the mutual covenants, conditions and provisions herein contained, it is expressly agreed and understood as follows:

1. **TERM:** This Agreement will take effect on the 1st day of October 2017, and will remain in full force and effect for a twelve (12) month period ending on midnight between September 30, 2018 and October 1, 2018.
2. **ANIMAL SHELTER:**
 - (a) The Humane Society will maintain and operate an animal shelter ("Shelter") in a manner adequate for the confinement, remedial treatment, and, if necessary, disposal of stray dogs, cats, or other animals, which may be delivered to the Humane Society from all areas within the City of Holly Hill, and the Humane Society will furnish, at its sole expense, all supervision, labor, animal food, tools, supplies and other things necessary for the satisfactory performance of the services herein agreed to be provided. Remedial care will be provided for injured animals during operating hours when there is a staff veterinarian available, at the Humane Society's sole expense. The Shelter will be operated at 2364 LPGA Blvd., Daytona Beach, Florida.
 - (b) The Humane Society will provide means to accept all stray dogs, cats, and other domesticated animals delivered to the Shelter by the City of Holly Hill's law enforcement personnel, Animal Control Officers, or other designated officers appointed by the City of Holly Hill for this purpose. The Humane Society will accept

wild animals and livestock only if it has the ability and facilities to impound and control these animals, and the decision to accept or reject such animals will be solely within the discretion of the Humane Society. The Humane Society will require all persons who drop off or report injured or stray animals to the Shelter during the Shelter's normal operating hours to give their names and current home and post office addresses and identify the place where the animals involved were located or picked up.

- (c) When the City of Holly Hill delivers an animal to the Shelter for impoundment and such animal bears information indicating ownership of the animal, the Humane Society, within one (1) working day after receipt of such animal, will use its best efforts to notify the owner thereof and inform the owner of the procedure whereby the owner can recover the animal. Regardless of the foregoing, any animal suspected of being infected with rabies or which has bitten or otherwise exposed any person to rabies, shall not be released to its owner until after such animal has been impounded for a period of ten (10) days and the Volusia County Health Department, through its authorized representatives, has expressly approved, in writing, any such release. When a stray dog or cat is delivered to the Shelter and is not suspected of having rabies or has not bitten or otherwise exposed any person to rabies, the Humane Society will impound the animal at the City of Holly Hill's expense for a period of three (3) calendar days. If the owner has not retrieved the animal within such three (3) day period, the Humane Society will thereafter provide for the adoption or humane disposal of the animal in accordance with its routine methods and procedures.

3. **BILLING & PAYMENT:**

- (a) The Humane Society shall bill the City of Holly Hill pursuant to Paragraph 3(b), as applicable, for:
 - (i) each dog or cat, domesticated animal, injured animal, deceased animal, livestock animal, wild animal, or quarantined/confiscated animal delivered to the Shelter by either the City of Holly Hill's Police or Animal Control Officers;
 - (ii) each dog or cat, domesticated animal, injured animal, deceased animal, livestock animal or wild animal emanating from within the City of Holly Hill and delivered to the Shelter by a private citizen; and
 - (iii) each dog or cat, domesticated animal, injured animal or deceased animal picked up by the Humane Society within the City of Holly Hill.
- (b) In consideration of the agreements and undertakings to be performed by the Humane Society, the City of Holly Hill agrees to pay the following applicable fee(s)

per animal to the Humane Society on a monthly basis, in arrears:

Type of Animal	Fee
Dog or cat	
1st day of impoundment	\$46.00
2nd day of impoundment	\$21.00
3rd day of impoundment	\$21.00
Other domesticated animal	\$35.00
Livestock animal	\$80.00
Wild animal (Euthanasia)	\$35.00
Deceased on arrival (Disposal)	\$15.00
Quarantined animal (e.g., Rabies)	\$160.00 (or \$16.00pd) (10 day maximum stay)
Confiscated animal	\$46.00 for the 1st day of impoundment plus \$21.00 for each additional day of impoundment

- (c) Payment must be made to the Humane Society within forty-five (45) days of the date of a proper invoice, as required by the Florida Local Government Prompt Payment Act (Part VII, Chapter 218, Florida Statutes) (the "Prompt Payment Act"). As provided by the Prompt Payment Act, any payment that is not made by the City of Holly Hill within such time period shall bear interest from thirty (30) days after the due date at a rate of one percent (1%) per month on the unpaid balance until paid in full. If the City of Holly Hill has a dispute about a charge on its invoice, it must contact the Humane Society's Director of Administrative Services at 386-274-4703, extension 315, within fifteen (15) days of the date of the invoice.
- (d) The Humane Society will submit to the City of Holly Hill, with its monthly invoice, a

list of all pick up addresses of stray animals charged to the City of Holly Hill's account for animals that were not impounded by a City of Holly Hill Animal Control Officer, the names and addresses of all persons claiming any stray animals that are dropped off at the Shelter during normal operating hours, and, if known, the names and addresses of all persons claiming stray animals that are dropped off at the Shelter after-hours.

- (e) In the event an owner pays any fees or charges to reclaim its animal, the City of Holly Hill shall be credited to the extent any such fees or charges are paid.

4. **RABIES QUARANTINE:** The Humane Society will provide space for the confinement, observation and care of any stray animal suspected of rabies, or any stray animal which has bitten or otherwise exposed any person to rabies for a period of ten (10) days and will accept, care for and dispose of any such animal delivered to the Shelter. The Humane Society will notify the Volusia County Health Department of any rabies specimen animal that dies during the ten (10) day impoundment period, and will allow the Volusia County Health Department the opportunity to take custody of the remains of any such animal that becomes ill or dies while under confinement for such reasons. The City of Holly Hill shall pay the applicable charges for quarantine service pursuant to Section 3(b) of this Agreement.

5. **CONFISCATED ANIMALS:** The Humane Society will agree to accept confiscated animals as strays or accept said animals as "confiscated" only when the provisions of Section 828.073, Florida Statutes are satisfied (*i.e.*, pursuant to a Court order after petition and hearing). The City of Holly Hill shall be responsible for all charges and expenses incurred in confiscating an animal pursuant to § 828.073, Fla. Stat. The appropriate paperwork must be submitted by the seizing agent to the Humane Society within three (3) business days of impounding the confiscated animal. Failure to comply with this requirement will result in "confiscated" animals being deemed "stray" animals, at which point care of the animal will be charged to the City of Holly Hill at the default "stray" rates provided in Section 3(b) of this Agreement.

6. **DANGEROUS DOG LAW:** Pursuant to Sections 767.12 and 767.13, Florida Statutes, it will be the sole responsibility of the City of Holly Hill's animal control authority to determine whether a dog is dangerous and to submit to the Humane Society the necessary paperwork as required by the applicable statutes. If quarantine is necessary, a dog quarantined pursuant to Sections 767.12 and 767.13, Florida Statutes, may be quarantined for ten (10) business days at a bona fide boarding kennel or veterinarian's office of the seizing agent's or owner's choice. Otherwise, the Humane Society will quarantine all dogs that the City of Holly Hill's animal control authority determines to be dangerous for a maximum of ten (10) business days. The City of Holly Hill shall pay the applicable charges for such service pursuant to Section 3(b) of this Agreement. If the owner of the dog is unknown by the end of the quarantine period, the City of Holly Hill may request that euthanasia be performed by the Humane Society when it is the City of Holly Hill's belief that the dog poses a threat to public safety.

7. **CONFISCATED ANIMALS - OWNER OF ANIMAL IS IN CUSTODY / DECEASED / HOSPITALIZED:** All animals whose owners are in police custody, deceased or hospitalized may be placed in a bona fide boarding kennel or veterinary clinic at the owner's expense. The Humane Society will accept any such animals that are seized or taken by the City of Holly Hill. The City of Holly Hill shall pay the applicable charges for such service (i.e., "Confiscated Animal") pursuant to Section 3(b) of this Agreement.

8. **CONFISCATED ANIMALS DUE TO OWNER EVICTION:** Animals seized by the City of Holly Hill as a result of an owner eviction will be held by the Humane Society for the time period necessary to attempt to contact the owner by certified mail. Upon receipt of the certified mail, the owner will be afforded an additional three (3) days to reclaim his/her animal(s), and, if the owner reclaims the animal(s), he/she will be responsible for all charges, as provided in Section 3(b), from the date of seizure. If not reclaimed by the owner, all charges accruing pursuant to Section 3(b) will be paid by the City of Holly Hill.

As the impounding agency, if the City of Holly Hill chooses not to have the Humane Society hold the animal for the entire reclamation period referenced above, the City of Holly Hill may submit the animal to the Humane Society as a "stray," in which case the animal will be held for three (3) days prior to disposition. The City of Holly Hill agrees to fully indemnify the Humane Society for any and all claims that may arise as a result of the City of Holly Hill's decision to submit the animal as a "stray." The City of Holly Hill shall pay the applicable charges for such service pursuant to Section 3(b) of this Agreement.

9. **REMEDY IN THE EVENT OF BREACH:** In the event that the City of Holly Hill fails to make timely payment to the Humane Society for services rendered pursuant to this Agreement, the Humane Society, in its sole discretion, may elect to terminate this Agreement and cease providing services to the City of Holly Hill. If the Humane Society exercises this option, it will provide the City of Holly Hill with thirty (30) days written notice of its decision to terminate the Agreement. The City of Holly Hill will remain responsible for payment for all services rendered by the Humane Society prior to and during the thirty (30) day notice period. Upon expiration of the thirty (30) day notice period, the Humane Society will no longer provide any services to the City of Holly Hill.

10. **WAIVER OF BREACH:** The waiver by the Humane Society or the City of Holly Hill of any breach or violation of this Agreement will not operate as or be construed to be a waiver of any subsequent breach of this Agreement.

11. **SOVEREIGN IMMUNITY:** The City of Holly Hill expressly retains all rights, benefits, and immunities of sovereign immunity in accordance with §768.28, Florida Statutes. Notwithstanding anything set forth in any section of the Agreement to the contrary, nothing in the Agreement shall be deemed as a waiver of immunity of limits of liability of the City of Holly Hill beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature or may be adopted by the Florida Legislature, and the cap on

the amount and liability of the City of Holly Hill for damages, regardless of the number or nature of claims in tort, equity, or contract, shall not exceed the dollar amount set by the legislature for tort. Nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim against the City of Holly Hill, which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

12. PUBLIC RECORDS: The Humane Society acknowledges that in the course of performing its obligations under this Agreement, the Humane Society may generate, create, or otherwise come into possession of records, documents, electronic data, or other media that meet the definition of a "public record" as defined in Chapter 119, Florida Statutes ("Public Records Act"). With respect to such public records, the Humane Society acknowledges that the City of Holly Hill and the Humane Society are required to comply with the Florida Constitution, and Chapter 119, Florida Statutes, in the handling of any such public records. To the extent practicable, the City of Holly Hill agrees to notify the Humane Society of any public records request concerning the Humane Society or matters relating to the services provided under this Agreement and the Humane Society similarly agrees to notify the City of Holly Hill of any public records request it receives concerning the City of Holly Hill or matters relating to the services provided under this Agreement. If the City of Holly Hill or Humane Society receives a request for public records that are in the possession or under the control of the Humane Society, the Humane Society agrees to promptly produce such records to the City of Holly Hill upon request and at no charge or penalty to the City of Holly Hill and further agrees to comply with all provisions of such Public Record Act as they may apply to the Humane Society. The City of Holly Hill shall be authorized to seek declaratory, injunctive, or other appropriate relief from a court of competent jurisdiction on an expedited basis to enforce the requirements of this section, it being understood that the maintenance and production of public records is of paramount public importance under Florida law. Regardless of the foregoing, the enumeration of any remedies recited herein shall not be interpreted to limit or otherwise restrict the City of Holly Hill from seeking any other appropriate cause of action against or remedy from the Humane Society, whether in law or in equity, in the City of Holly Hill's enforcement of the requirements of this section.

13. MEDIATION: Any dispute arising from this Agreement, including, but not limited to, disputes over fees for services, will be mediated prior to a lawsuit being filed. Mediation will occur within sixty (60) days of written request by either party to mediate unless agreed to otherwise. The written request must be delivered in accordance with the provisions of Paragraph 18, below, of this Agreement. The cost of the mediator's fee will be borne equally by the parties.

14. ATTORNEY'S FEES: Both parties agree to bear the cost of their own attorneys' fees with respect to any disputes, lawsuits, or claims arising under this Agreement, except unless otherwise specifically allowed elsewhere in this Agreement or in the event of an action to recover amounts due under Part VII, Chapter 218, Florida Statutes, in which case, the court

shall award court costs and reasonable attorney's fees, including fees incurred through appeal, to the prevailing party.

15. **GOVERNING LAW AND VENUE:** The parties further agree that this Agreement will be governed by the laws of the State of Florida and that venue for any and all suits arising out of or otherwise attributable to this Agreement will lie exclusively in the courts of Volusia County, Florida, unless the matter at issue is solely cognizable in federal court, in which case, venue shall be in the Middle District of Florida, Orlando Division.

16. **SEVERABILITY:** If any provision of this Agreement or any part of any provision of this Agreement is found to be invalid by a court of competent jurisdiction, such will not affect the validity of any other provision, or part thereof, of this Agreement.

17. **ENTIRE AGREEMENT:** This Agreement constitutes the entire and final understanding and agreement with respect to the subject matter hereof and supersedes all prior or contemporaneous negotiations, promises, covenants, agreements, or representations concerning all matters directly or indirectly, collaterally related to the subject matter of this Agreement.

18. **AMENDMENTS:** This Agreement cannot be amended or modified except by a writing executed by both of the parties hereto or their respective administrators, trustees, personal representatives and successors.

19. **NOTICES:** Any written notice required to be given under this Agreement is to be mailed by registered or certified mail, postage prepaid, to the party's business address or any other address designated for that purpose by written notice by either party to the other party.

IN WITNESS WHEREOF, the Humane Society and the City of Holly Hill have executed this Agreement for Services between Halifax Humane Society Inc. and the City of Holly Hill, effective on the date and year as set forth above.

HALIFAX HUMANE SOCIETY, INC.

By: 
Name: Miguel Abi-hassan
Title: Chief Executive Officer
Date: 5/23/17

ATTEST:

By: 
Name: Michelle Pari
Title: Chief Operating Officer
Date: 5/23/17

CITY OF HOLLY HILL

By: _____
Name: John Penny
Title: Mayor
Date: _____

ATTEST:

By: _____
Name: Joe Forte
Title: City Manager
Date: _____



**STAFF REPORT
CITY OF HOLLY HILL, FLORIDA**

**City Commission
Agenda Item**

MEETING DATE: June 27, 2017
FROM: Mark Juliano
SUBJECT: Asset Surplus Request
NUMBER: (ID # 1710)
APPLICANT:
PLANNER:

DISCUSSION:

Periodically, end of life vehicles and equipment are retired and disposed. The attached list includes vehicles and equipment throughout the City which have surpassed their useful life and are no longer in use.

Some vehicles have several assets linked (graphics, remanufactured transmissions, etc.) which are requested to be approved for surplus as part of the vehicle surplus. Some of the linked assets may be reused, others are recommended for disposal.

Vehicles which are still operational are recommended to be sold utilizing a third party online auction site called GovDeals.com. Items that are no longer operational will be sold as scrap.

FISCAL ANALYSIS:

The proceeds from the sale of the surplus items will be placed in the general fund fixed asset disposal account.

STAFF RECOMMENDATION:

That the City Commission declare the equipment and vehicles identified in the attached documents as surplus and authorize the disposal of the surplus equipment through GovDeals or for scrap value, as appropriate.

COMMISSION GOAL:

Goal #1: Develop and maintain a sound and sustainable financial plan for the city that establishes sufficient reserves for all funds, ensures (whenever possible) that user fees pay for services rendered, provides a realistic capital improvement program, and encourages public/private sector partnerships and intergovernmental partnerships.

MOTION:

Authorize the City Manager to authorize the disposal of surplus equipment through GovDeals or for scrap value as appropriate.

- Surplus Request List 06-15-2017 (PDF)



Inventory Surplus Request Form

Department of Public Works

June 14, 2017

Asset Tag	Asset Type Description	Serial Number	Veh/Unit	Manufacturer	Model	Book Value	Date of Purchase
200600002636	Sigma Sampler #2	n/a	n/a	Sigma	n/a	\$2,859.72	9/30/1991
n/a	GE Series Motor Control Center Breaker	V102550	n/a	GE	TC88SSE1	unknown	9/30/1991
n/a	GE Series Motor Control Center Breaker	V102566	n/a	GE	TC2525SSE1C	unknown	9/30/1991
n/a	GE Series Motor Control Center Breaker	V102567	n/a	GE	TC2525SSE1C	unknown	9/30/1991
n/a	GE Series Motor Control Center Breaker	V110197	n/a	GE	TC2525SSE1C	unknown	9/30/1991
n/a	GE Series Motor Control Center Breaker	V102522	n/a	GE	TC1616SSE1	unknown	9/30/1991
2006002675	Dayton 2 Ton Chain Hoist	n/a	n/a	Dayton	n/a	\$0.00	10/1/1996
n/a	Band Cutoff Saw	A700F747	n/a	W.F. Wells	F-15	unknown	unknown
2006002020	Coats Wheel Balancer	n/a	n/a	Coats	700	\$0.00	9/6/1995
n/a	Inmate Trailer	n/a	997	n/a	n/a	unknown	unknown
n/a	Vehicle Body w/ Crane (formerly of Veh 31)	n/a	n/a	Ford	n/a	\$0.00	1/3/2005
n/a	Dump Body (formerly of Veh 885)	n/a	n/a	IHC	n/a	\$0.00	2/25/1994
n/a	Reading Truck Body (formerly of Veh 23)	n/a	n/a	Reading	n/a	\$0.00	1/3/2005
n/a	Kohler Air Compressor	448254	n/a	Kohler	n/a	unknown	unknown
2006002045	Corgi Rim Changer	9071510	n/a	Corgi	A9820	\$0.00	12/16/1999
2006002562	Miller Welder	n/a	n/a	Miller	AEAD200LE	\$0.00	1/27/1986
2006002799	Reciprocating Air Compressor Pump	n/a	n/a	Quincy	QT-15	\$1,363.29	2/23/2005
2006002657	1993 Jeep Cherokee	1J4FJ68S6PL526300	32	Jeep	Cherokee	\$0.00	10/14/1992
n/a	Caterpillar G27 Generator	461180	G27	Caterpillar	\$3,208.00	unknown	unknown



Inventory Surplus Request Form

Department of Public Works

June 14, 2017

Asset Tag	Asset Type Description	Serial Number	Veh/Unit	Manufacturer	Model	Book Value	Date of Purchase
n/a	1993 Ford F350 Truck	2FDLF47GOPCA34749	935	Ford	F350	unknown	unknown
2006002765	1999 Chevrolet S10 Pickup	1GCCS1446X8138955	747	Chevrolet	S10	\$0.00	9/30/2003
2006002007	1990 Ford 1/2 Ton Pickup	1FTDF15Y2LNB00659	746	Ford	1/2 Ton	\$0.00	2/14/1990
2006001875	2001 Ford Taurus (white)	1FAFP52221A238273	903	Ford	Taurus	\$0.00	6/26/2001
2007000185	Graphics for 2001 Ford Taurus #903	n/a	n/a	n/a	n/a	\$0.00	4/5/2006
2006001901	2004 Ford Crown Victoria (white)	2FAHP71W54X136406	402	Ford	Crown Victoria	\$0.00	2/2/2004
2006001936	Airbag Cutoff Switch for 2004 Crown Vic #402	n/a	n/a	unknown	n/a	\$0.00	5/15/2006
2006001945	Graphics for 2004 Crown Victoria #402	n/a	n/a	n/a	n/a	\$0.00	4/5/2006
2006001923	Siren for 2004 Crown Victoria #402	n/a	n/a	unknown	n/a	\$0.00	5/16/2006
2007000176	Light Bar for 2004 Crown Victoria #402	n/a	n/a	unknown	n/a	\$0.00	1/20/2005
2006001908	2005 Ford Crown Victoria	2FAHP71W45X136995	502	Ford	Crown Victoria	\$0.00	3/2/2005
2009000032	Remanufactured Transmission for Veh 502	n/a	n/a	Ford	n/a	\$0.00	12/5/2008
2007000179	Light Bar for 2005 Ford Crown Victoria #402	n/a	n/a	unknown	n/a	\$0.00	12/9/2005
Total						\$4,223.01	



INVENTORY SURPLUS FORM

PLEASE PRINT ALL INFORMATION

Equipment Description

Sigma Sampler #2

Tag # 2006002636

Serial # n/a

Manufacturer Sigma

Model # n/a

Vehicle #
Reason for Request to Surplus:

No longer functioning

Department:

Sewer

Supervisor:
Date:

11/10/2016

Please Return To: Finance Department
FINANCE DEPT USE ONLY
Authorized By
Date
Notes: Purchase Date: 09/30/1991; Purchase Cost: \$14,500.00; Book Value: \$2,859.72

Recommendation:

Dispose - no scrap value (plastic)

Approved Disposal Method:

07/26/2012 08:18



INVENTORY SURPLUS FORM

PLEASE PRINT ALL INFORMATION

Equipment Description

GE 8000 Series Motor Control Center breaker

Tag # n/a

Serial # V102550

Manufacturer GE

Model # TC88SSE1

Vehicle #
Reason for Request to Surplus:

Replaced during main switchgear replacement project of

2016

Department:

Public Works/Waste Water

Supervisor:
Date:

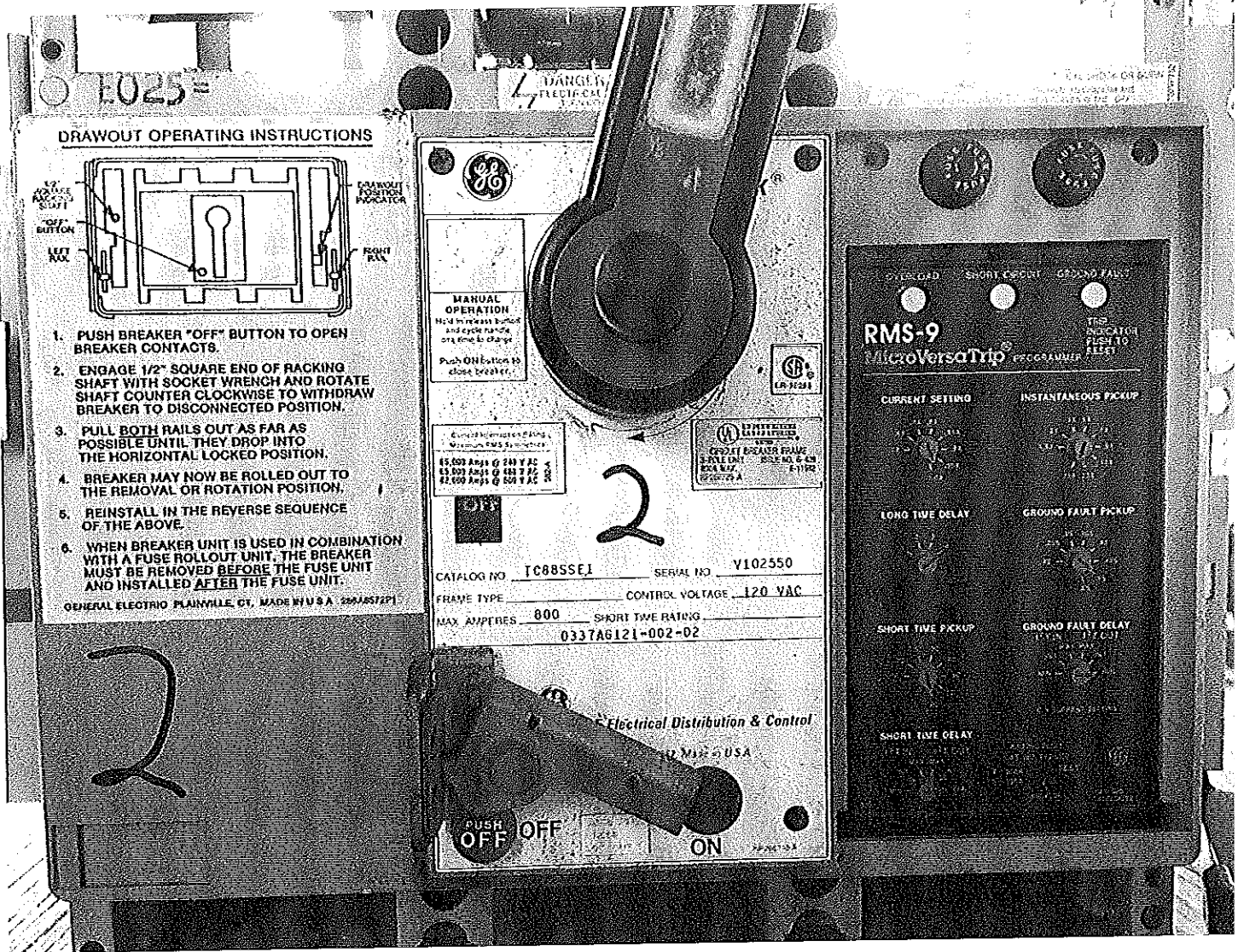
11/21/2016

Please Return To: Finance Department
FINANCE DEPT USE ONLY
Authorized By
Date
Notes: A direct cost is not available as the breaker was a part of an installation in 1991 with an overall

cost of \$293,250.00 and a remaining book value of \$57,835.42 per asset # 2006002644. No individual

breaker cost is available. Breaker was still functioning when last used.

Recommendation: Sell on GovDeals - Reserve @ \$500⁰⁰
Approved Disposal Method:



240 V AC
30 V AC
amps @ 600 V AC 582A

POLE UNIT
RMA MAX.
NP266725-A
ISSUE NO. G-429
E-11502

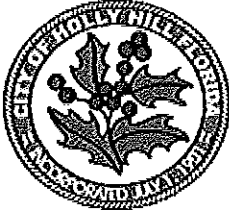
2

LOG NO. TC88SSE1 SERIAL NO. V102550
E TYPE _____ CONTROL VOLTAGE 120 VAC
AMPERES 800 SHORT TIME RATING _____
0337A6121-002-02



GE Electrical Distribution & Control

Attachment: Surplus Request List 06-15-2017 (1710 : Asset Surplus Request)



INVENTORY SURPLUS FORM

PLEASE PRINT ALL INFORMATION

Equipment Description

GE 8000 Series Motor Control Center breaker

Tag # n/a**Serial #** V102566**Manufacturer** GE**Model #** TC2525SSE1C**Vehicle #****Reason for Request to Surplus:**

Replaced during main switchgear replacement project of

2016

Department:

Public Works/Waste Water

Supervisor:**Date:**

11/21/2016

Please Return To: Finance Department

FINANCE DEPT USE ONLY**Authorized By****Date****Notes:** A direct cost is not available as the breaker was a part of an installation in 1991 with an overall

cost of \$293,250.00 and a remaining book value of \$57,835.42 per asset # 2006002644. No individual

breaker cost is available. Breaker was still functioning when last used.

Recommendation: Sell on GovDeals - Reserve @ \$5000**Approved Disposal Method:**





Power Break

1

Frame Cat. No. TC2525SSE1C

Frame Type _____ Ser. No. V102566

Sensor Amperes: Hi 2500 Lo _____ Short Time Rat. _____

CONTROL VOLTAGE 120VAC 0337A6121-001-02



UNDERWRITERS
LABORATORIES

**MANUAL
OPERATION**
Hold in release button
and cycle handle
3 times to charge.



INVENTORY SURPLUS FORM

PLEASE PRINT ALL INFORMATION

Equipment Description

GE 8000 Series Motor Control Center breaker

Tag # n/a**Serial #** V102567**Manufacturer** GE**Model #** TC2525SSE1C**Vehicle #****Reason for Request to Surplus:**

Replaced during main switchgear replacement project of

2016

Department:

Public Works/Waste Water

Supervisor:**Date:**

11/21/2016

Please Return To: Finance Department**FINANCE DEPT USE ONLY****Authorized By****Date****Notes:** A direct cost is not available as the breaker was a part of an installation in 1991 with an overall

cost of \$293,250.00 and a remaining book value of \$57,835.42 per asset # 2006002644. No individual

breaker cost is available. Breaker was still functioning when last used.

Recommendation: Sell on GovDeals- Reserve @ \$500⁰⁰**Approved Disposal Method:**





Power Break

5

Frame Cat. No. TC2525SSE1C

Frame Type _____ Ser. No. V102567

Sensor Amperes: Hi 2500 Lo _____ Short Time Rat. _____

CONTROL VOLTAGE 120VAC 0337A6121-001-03

**MANUAL
OPERATION**

Attachment: Surplus Request List 06-15-2017 (1710 : Asset Surplus Request)



INVENTORY SURPLUS FORM

PLEASE PRINT ALL INFORMATION

Equipment Description

GE 8000 Series Motor Control Center breaker

Tag # n/a**Serial #** V110197**Manufacturer**

GE

Model # TC252SSSE1C**Vehicle #****Reason for Request to Surplus:**

Replaced during main switchgear replacement project of

2016

Department:

Public Works/Waste Water

Supervisor:**Date:**

11/21/2016

Please Return To: Finance Department
FINANCE DEPT USE ONLY

Authorized By**Date****Notes:** A direct cost is not available as the breaker was a part of an installation in 1991 with an overall

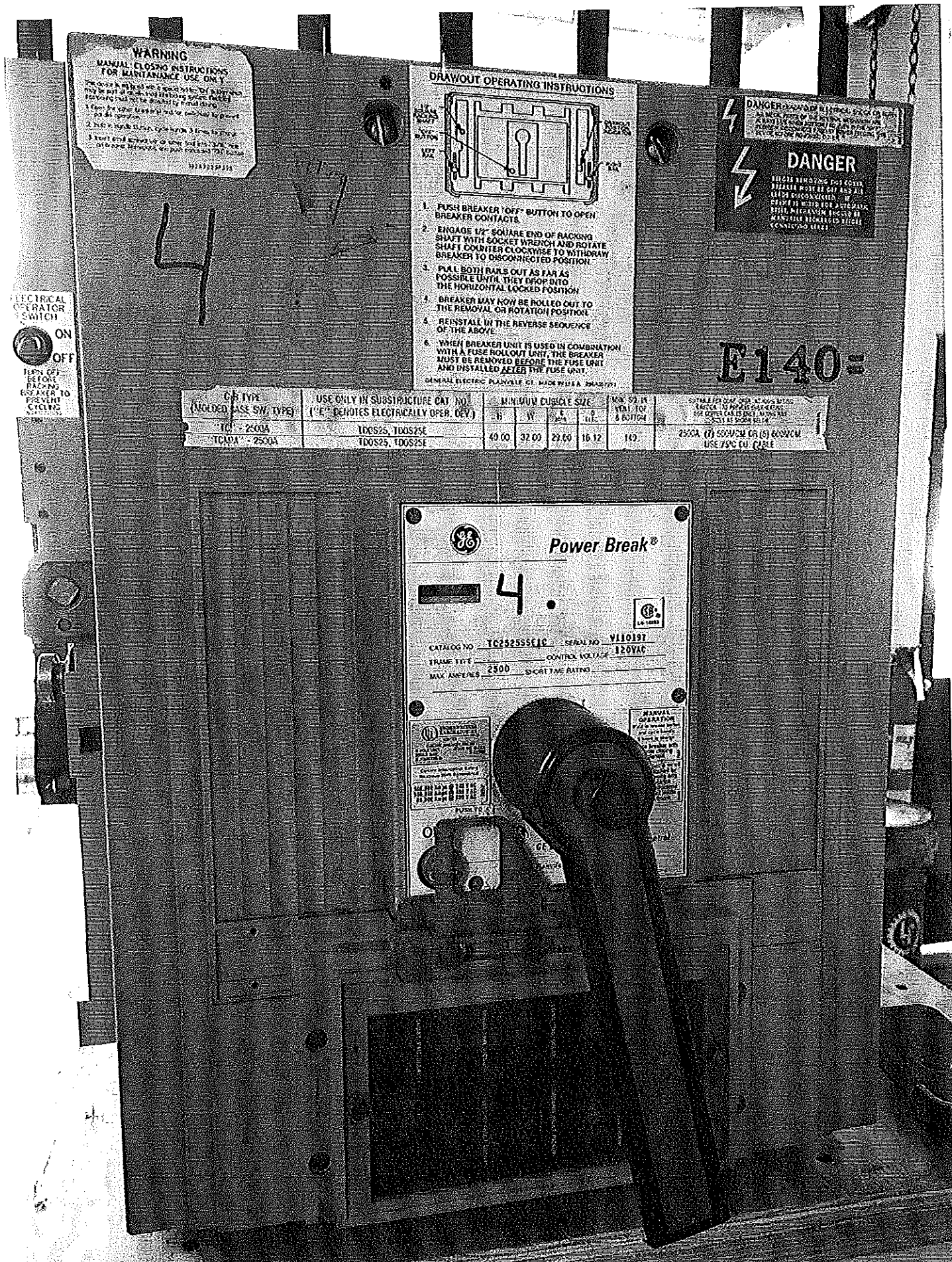
cost of \$293,250.00 and a remaining book value of \$57,835.42 per asset # 2006002644. No individual

breaker cost is available. Breaker was still functioning when last used.

Recommendation: Sell on GovDeals

- reserve @ \$500.00

Approved Disposal Method:





Power Break®

4



CATALOG NO. TC2525SSE1C SERIAL NO. V110197
FRAME TYPE _____ CONTROL VOLTAGE 120VAC
MAX. AMPERES 2500 SHORT TIME RATING _____

UNDERWRITERS

**MANUAL
OPERATION**
Hold in release button
and cycle handle

Attachment: Surplus Request List 06-15-2017 (1710 : Asset Surplus Request)



INVENTORY SURPLUS FORM

PLEASE PRINT ALL INFORMATION

Equipment Description

GE 8000 Series Motor Control Center breaker

Tag # n/a

Serial # V102522

Manufacturer GE

Model # TC1616SSE1

Vehicle #
Reason for Request to Surplus:

Replaced during main switchgear replacement project of

2016

Department:

Public Works/Waste Water

Supervisor:
YK Jackson
Wanda Johnson
Date:
11/21/2016

Please Return To: Finance Department
FINANCE DEPT USE ONLY

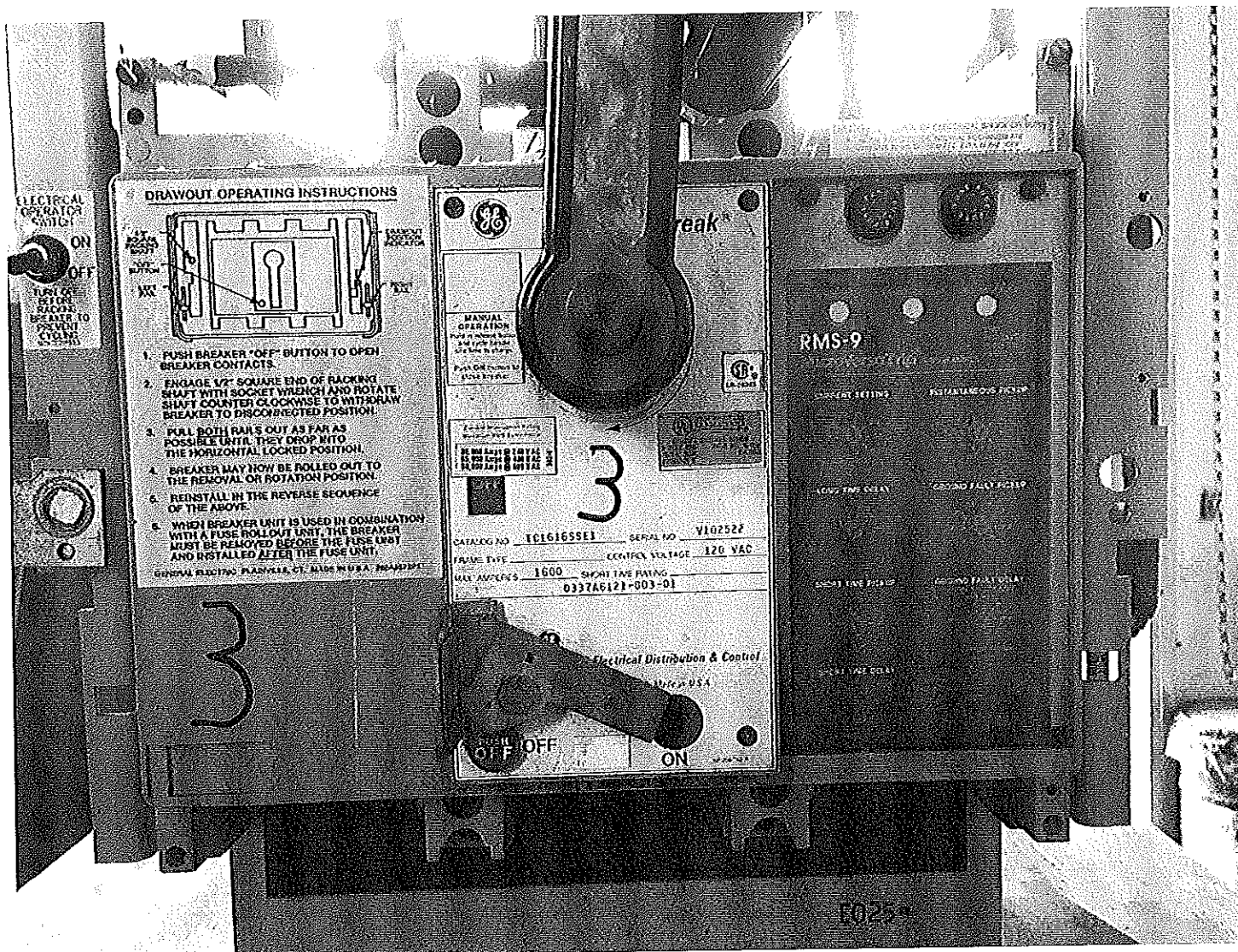
Authorized By
Date
Notes: A direct cost is not available as the breaker was a part of an installation in 1991 with an overall

cost of \$293,250.00 and a remaining book value of \$57,835.42 per asset # 2006002644. No individual

breaker cost is available. Breaker was still functioning when last used.

Recommendation: Sell on GovDeals

- reserve @ \$500.00
Approved Disposal Method:



Attachment: Surplus Request List 06-15-2017 (1710 : Asset Surplus Request)

5,000 Amps @ 240 V AC
5,000 Amps @ 480 V AC
5,000 Amps @ 600 V AC

582-B

CIRCUIT BREAKER FRAME
3 POLE UNIT / ISSUE NO. G-362
1600A. MAX. E-11592
NP206725-B

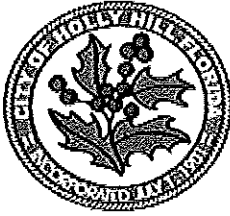
3

CATALOG NO. TC1616SSE1 SERIAL NO. V102522
FRAME TYPE _____ CONTROL VOLTAGE 120 VAC
MAX. AMPERES 1600 SHORT TIME RATING _____
0337A6121-003-01



Electrical Distribution & Control

Attachment: Surplus Request List 06-15-2017 (1710 : Asset Surplus Request)



INVENTORY SURPLUS FORM

PLEASE PRINT ALL INFORMATION

Equipment Description

Dayton 2 Ton Chain Hoist

Tag # 2006002675

Serial #

Manufacturer Dayton

Model #

Vehicle #

Reason for Request to Surplus:

Leaking oil and no longer usable

Department:

Sewer/Public Works

Supervisor:

Mark Fisher

Date:

5/16/2017

Please Return To: Finance Department

FINANCE DEPT USE ONLY

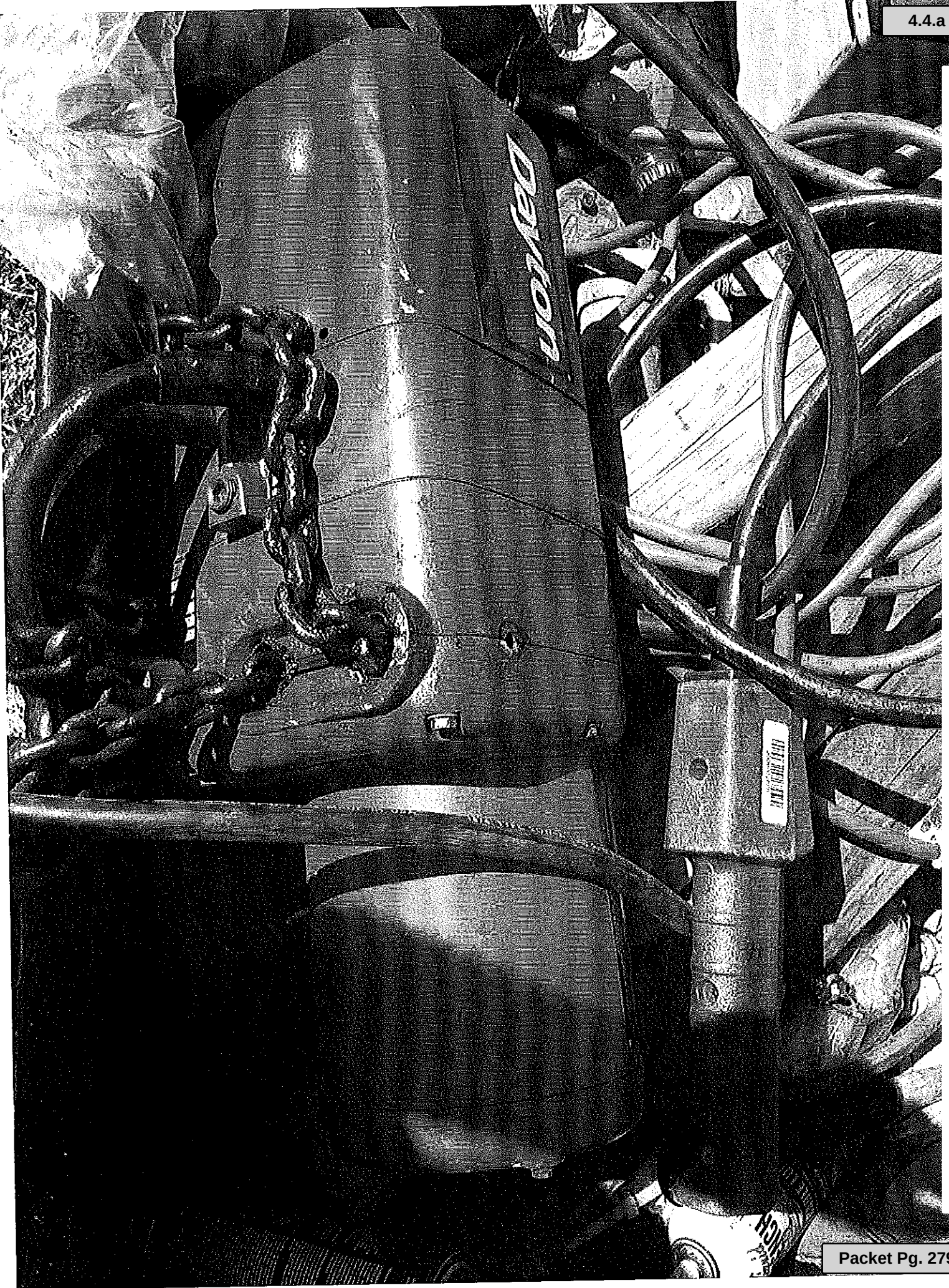
Authorized By

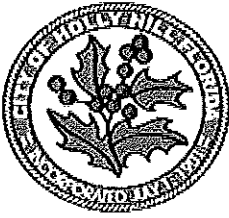
Date

Notes: Purchase Date: 10/01/1996; Purchase Cost: \$1,468.80; Book Value: \$0.00

Recommendation: Scrap as the hoist no longer functions and is not sellable in current condition

Approved Disposal Method:





INVENTORY SURPLUS FORM

PLEASE PRINT ALL INFORMATION

Equipment Description

Band Cutoff Saw

Tag # n/a

Serial # A700F747

Manufacturer

W.F. Wells and Sons

Model # F-15

Vehicle #

n/a

Reason for Request to Surplus:

In need of repair and no longer being used

Department:

Public Works

Supervisor:
Date:

1/6/17

Please Return To: Finance Department
FINANCE DEPT USE ONLY
Authorized By
Date
Notes: Purchase Date and Cost are not known. This model appears to have been made in the 1970s

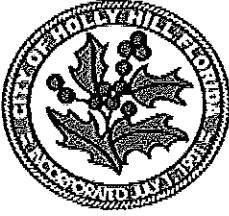
or early 1980s

Recommendation: Sell on ebay with a reserve starting at \$50.00

Approved Disposal Method:

Attachment: Surplus Request List 06-15-2017 (1710 : Asset Surplus Request)





INVENTORY SURPLUS FORM

PLEASE PRINT ALL INFORMATION

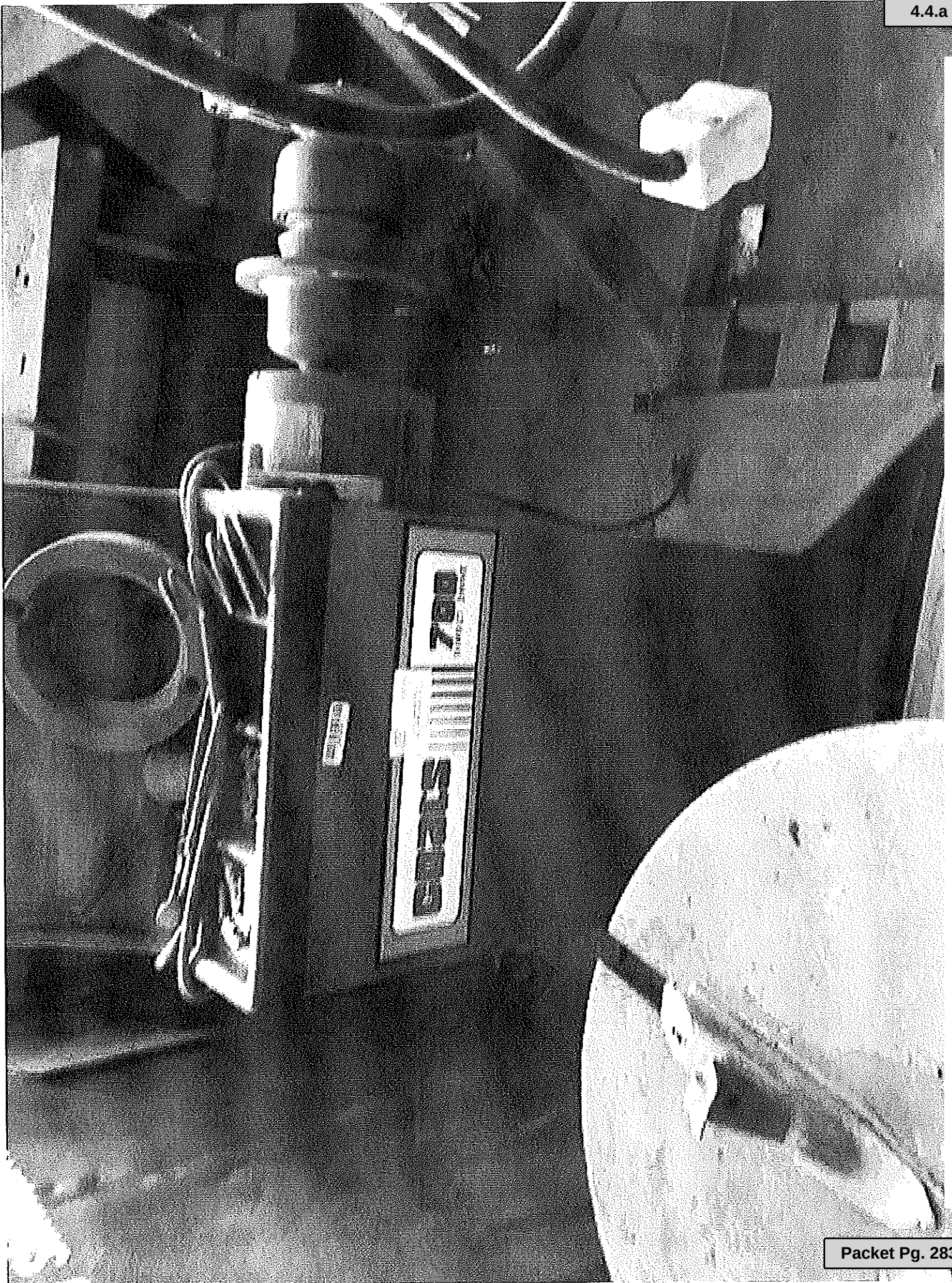
Equipment Description
Coats Wheel Balancer
Tag # 2006002020
Serial # n/a
Manufacturer Coats
Model # 700
Vehicle # n/a
Reason for Request to Surplus:
No longer in service
Department:
Public Works
Supervisor:
Date:
6/14/17

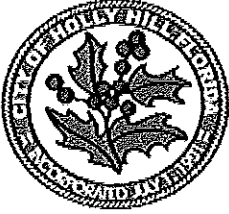
Please Return To: Finance Department

FINANCE DEPT USE ONLY

Authorized By
Date
Notes: Purchase Date: 09/06/1995; Purchase Cost: \$1,995.00; Book Value: \$0.00
Recommendation:
Approved Disposal Method:

Attachment: Surplus Request List 06-15-2017 (1710 : Asset Surplus Request)





INVENTORY SURPLUS FORM

PLEASE PRINT ALL INFORMATION

Equipment Description

Inmate Trailer

Tag # n/a

Serial # n/a

Manufacturer unknown

Model # n/a

Vehicle # 997

Reason for Request to Surplus:

No longer in service

Department:

Public Works

Supervisor:

Mark Johnson

Date:

6/14/17

Please Return To: Finance Department

FINANCE DEPT USE ONLY

Authorized By

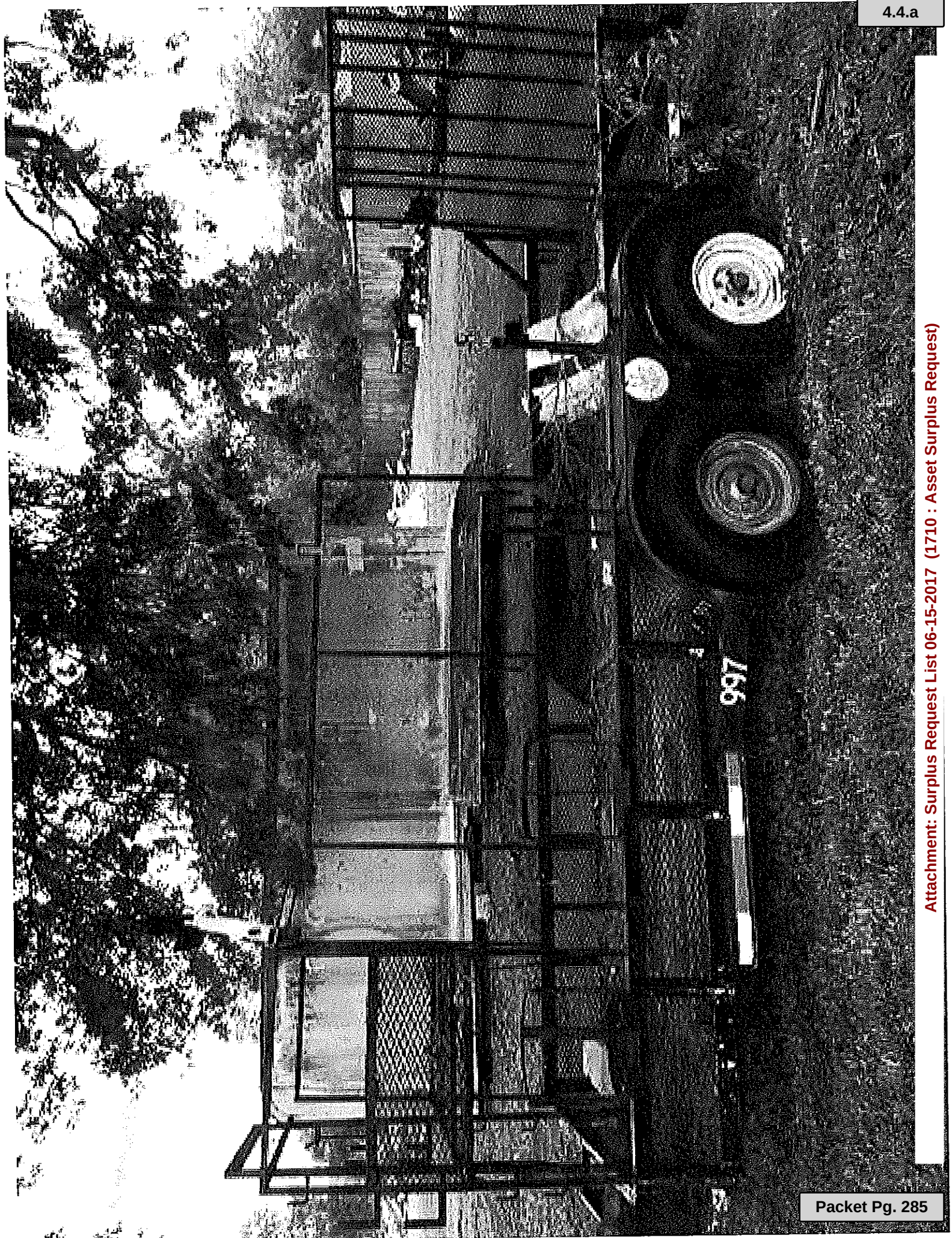
Date

Notes: Purchase Date/Cost is unknown. Not in asset database

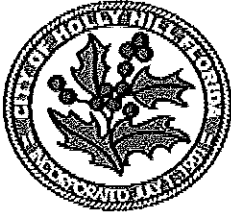
Recommendation:

Approved Disposal Method:

Attachment: Surplus Request List 06-15-2017 (1710 : Asset Surplus Request)



Attachment: Surplus Request List 06-15-2017 (1710 : Asset Surplus Request)



INVENTORY SURPLUS FORM

PLEASE PRINT ALL INFORMATION

Equipment Description

Vehicle body with crane formerly of vehicle 31

Tag # n/a

Serial # n/a

Manufacturer Ford

Model # n/a

Vehicle # n/a

Reason for Request to Surplus:

No longer being used.

Department:

Sewer/Public Works

Supervisor:
Date:

6/14/17

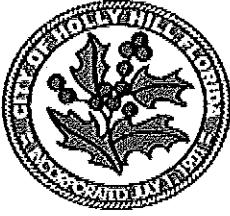
Please Return To: Finance Department
FINANCE DEPT USE ONLY
Authorized By
Date
Notes: Vehicle 31 was purchased on 01/03/2005 under purchase order 50198 and currently has a book

value of \$0.00. Therefore, the body/crane also has a book value of \$0.00

Recommendation: Scrap

Approved Disposal Method:





INVENTORY SURPLUS FORM

PLEASE PRINT ALL INFORMATION

Equipment Description Dump body formerly used for vehicle 885

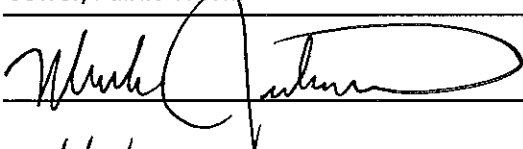
Tag # n/a **Serial #** n/a

Manufacturer IHC **Model #** n/a

Vehicle # n/a

Reason for Request to Surplus: No longer being used.

Department: Sewer/Public Works

Supervisor: 

Date: 6/14/17

Please Return To: Finance Department
FINANCE DEPT USE ONLY

Authorized By _____ **Date** _____

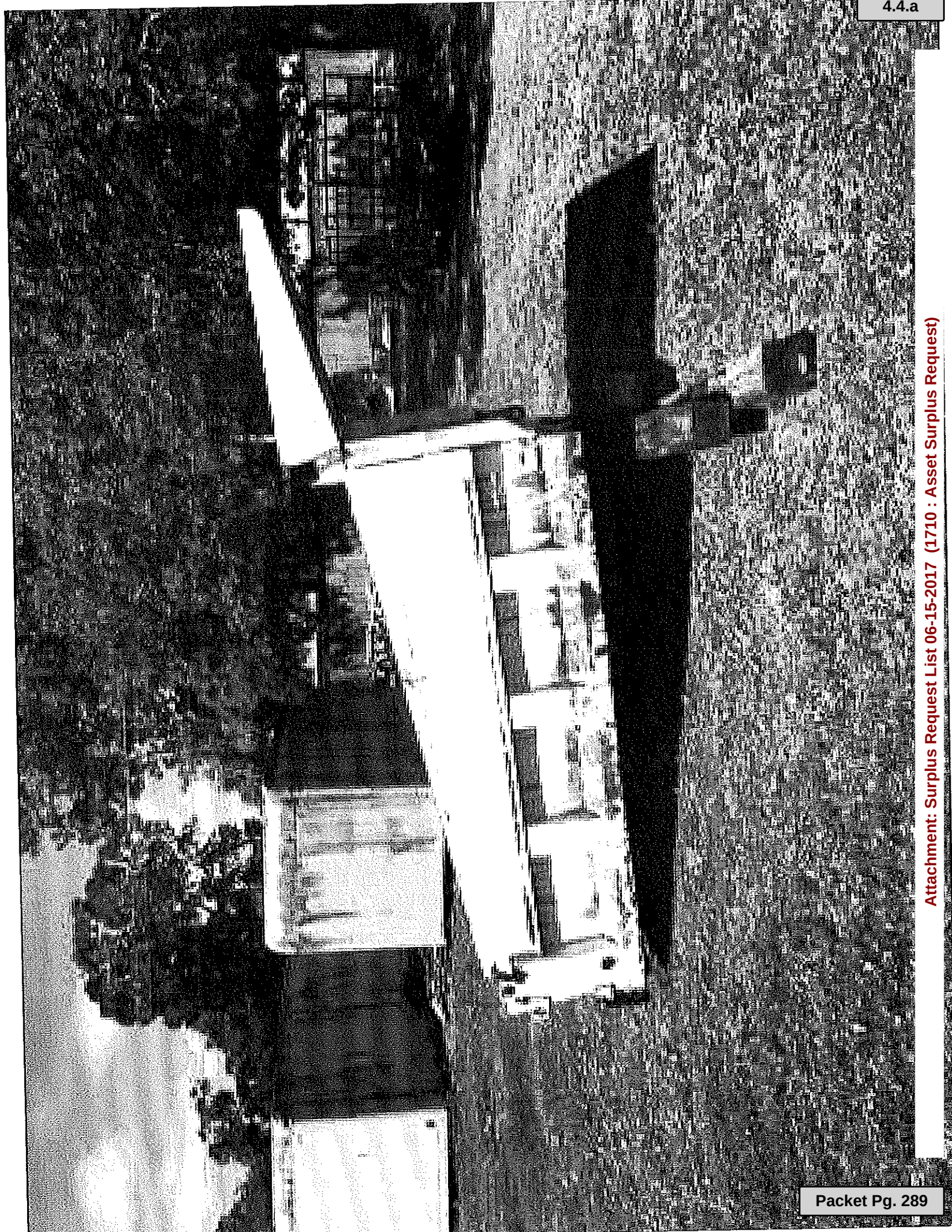
Notes: Vehicle 885 was purchased on 02/25/1994 and curenly has a book value of \$0.00. Therefore,

the dump body also has a book value of \$0.00

Recommendation: Scrap

Approved Disposal Method: _____

Attachment: Surplus Request List 06-15-2017 (1710 : Asset Surplus Request)





INVENTORY SURPLUS FORM

PLEASE PRINT ALL INFORMATION

Equipment Description

Reading truck body formerly used for vehicle 23

Tag # n/a**Serial #** n/a**Manufacturer**

Reading

Model # n/a**Vehicle #**

n/a

Reason for Request to Surplus:

No longer being used.

Department:

Public Works

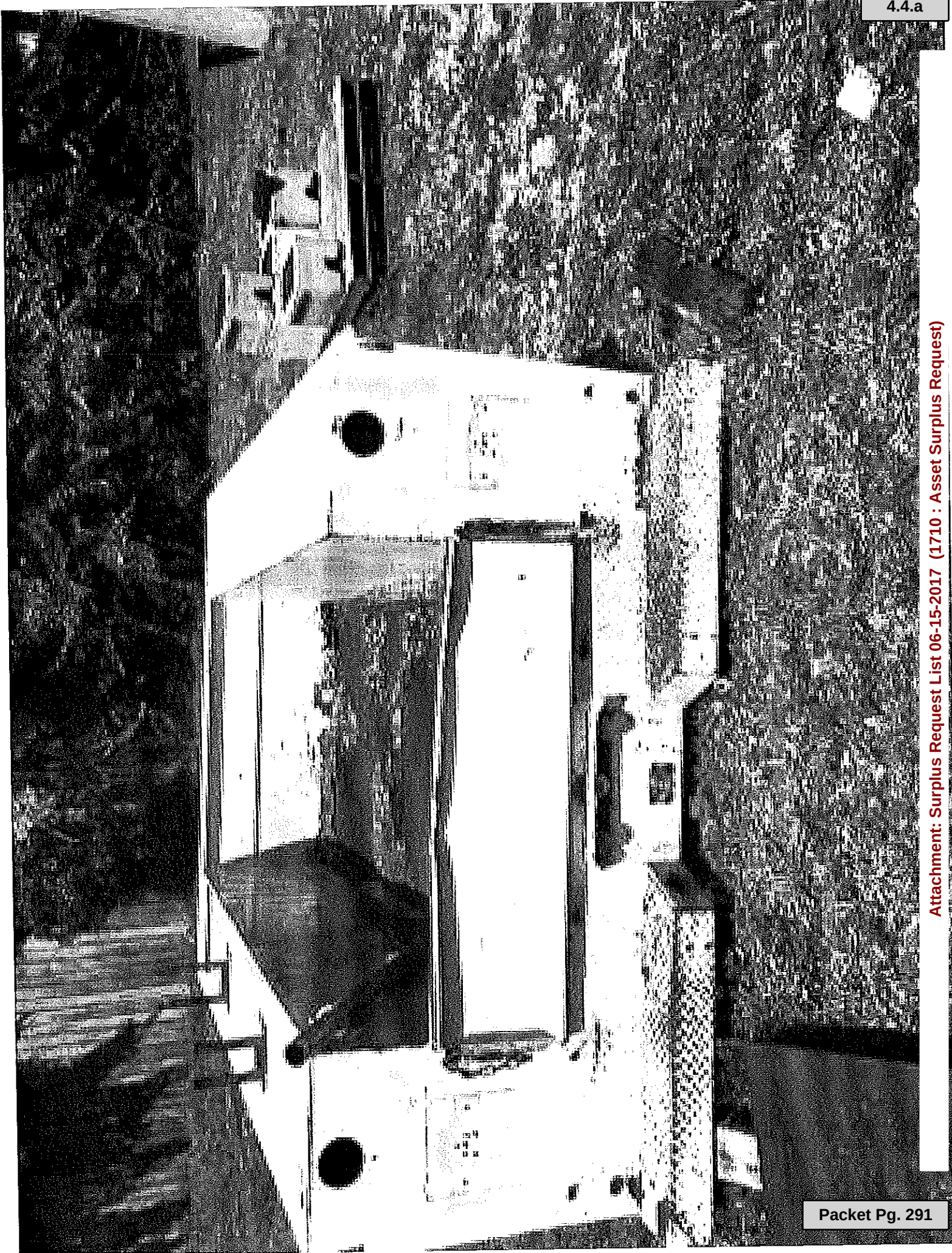
Supervisor:
Date:

6/14/17

Please Return To: Finance Department**FINANCE DEPT USE ONLY****Authorized By****Date****Notes:** Vehicle 23 was purchased on 1/3/2005 under purchase order 50198. The vehicle itself has a

book value of \$0.00. Therefore, the bed also has a book value of \$0.00

Recommendation: Scrap**Approved Disposal Method:**





INVENTORY SURPLUS FORM

PLEASE PRINT ALL INFORMATION

Equipment Description

Kohler Air Compressor

Tag # n/a

Serial # 448254

Manufacturer Kohler

Model # n/a

Vehicle # n/a

Reason for Request to Surplus:

No longer functional

Department:

Public Works

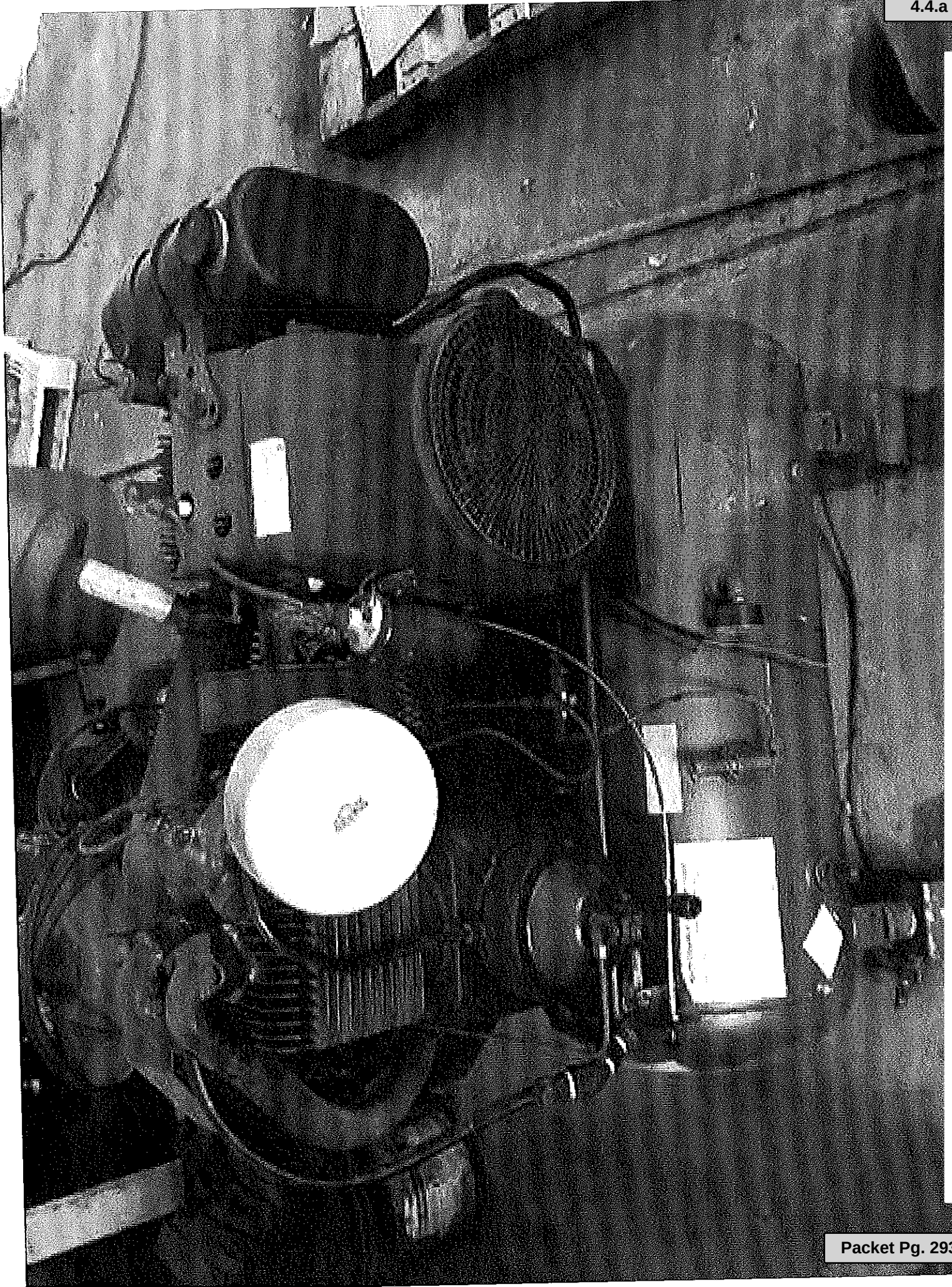
Supervisor:
Date:

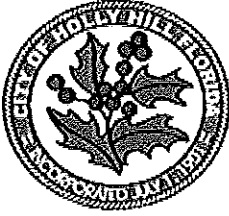
6/14/17

Please Return To: Finance Department
FINANCE DEPT USE ONLY
Authorized By
Date
Notes: No information is available concerning the purchase date/cost of this compressor.

Recommendation:
Approved Disposal Method:

Attachment: Surplus Request List 06-15-2017 (1710 : Asset Surplus Request)





INVENTORY SURPLUS FORM

PLEASE PRINT ALL INFORMATION

Equipment Description

Corghi Rim Clamp Tire Changer

Tag # 2006002045

Serial # 9071510

Manufacturer Corghi

Model # A9820

Vehicle # n/a

Reason for Request to Surplus:

No longer in service

Department:

Public Works

Supervisor:
Date:

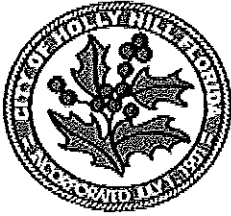
6/14/17

Please Return To: Finance Department
FINANCE DEPT USE ONLY
Authorized By
Date
Notes: Purchase Date: 12/16/1999; Purchase Cost: \$2,700.00; Book Value: \$0.00

Recommendation:
Approved Disposal Method:

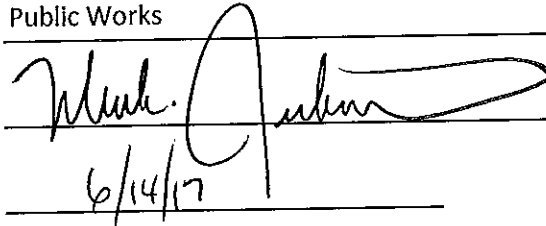
Attachment: Surplus Request List 06-15-2017 (1710 : Asset Surplus Request)





INVENTORY SURPLUS FORM

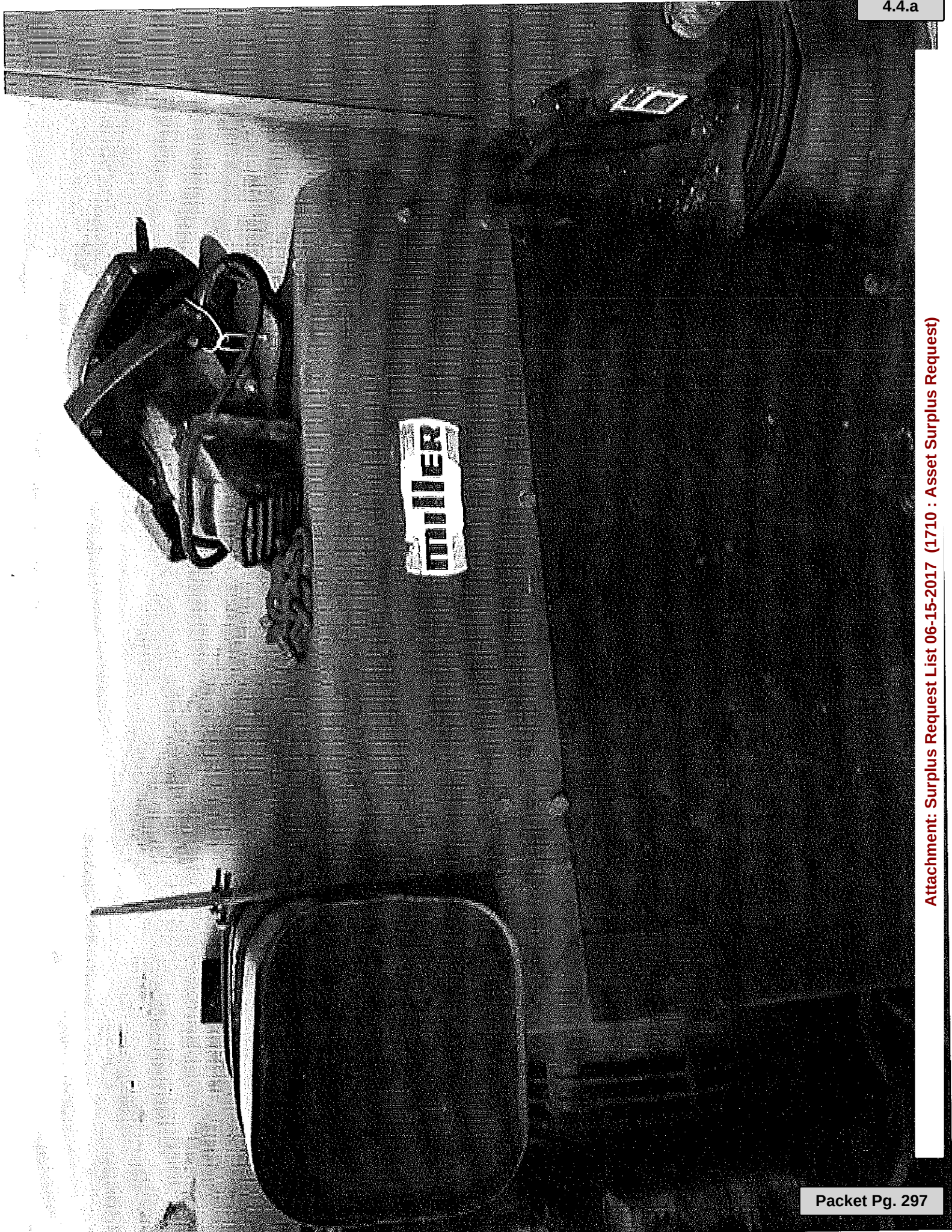
PLEASE PRINT ALL INFORMATION

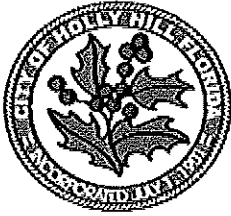
Equipment Description
Miller Welder
Tag # 2006002562
Serial # n/a
Manufacturer Miller
Model # AEAD200LE
Vehicle # n/a
Reason for Request to Surplus: No longer in service
Department: Public Works
Supervisor:

Date:
6/14/17

Please Return To: Finance Department
FINANCE DEPT USE ONLY

Authorized By
Date
Notes: Purchase Date: 01/27/1986; Purchase Cost: \$1,941.00; Book Value: \$0.00
Recommendation:
Approved Disposal Method:

Attachment: Surplus Request List 06-15-2017 (1710 : Asset Surplus Request)





INVENTORY SURPLUS FORM

PLEASE PRINT ALL INFORMATION

Equipment Description

Reciprocating Air Compressor Pump

Tag # 2006002799**Serial #** n/a**Manufacturer** Quincy**Model #** QT-15**Vehicle #** n/a**Reason for Request to Surplus:**

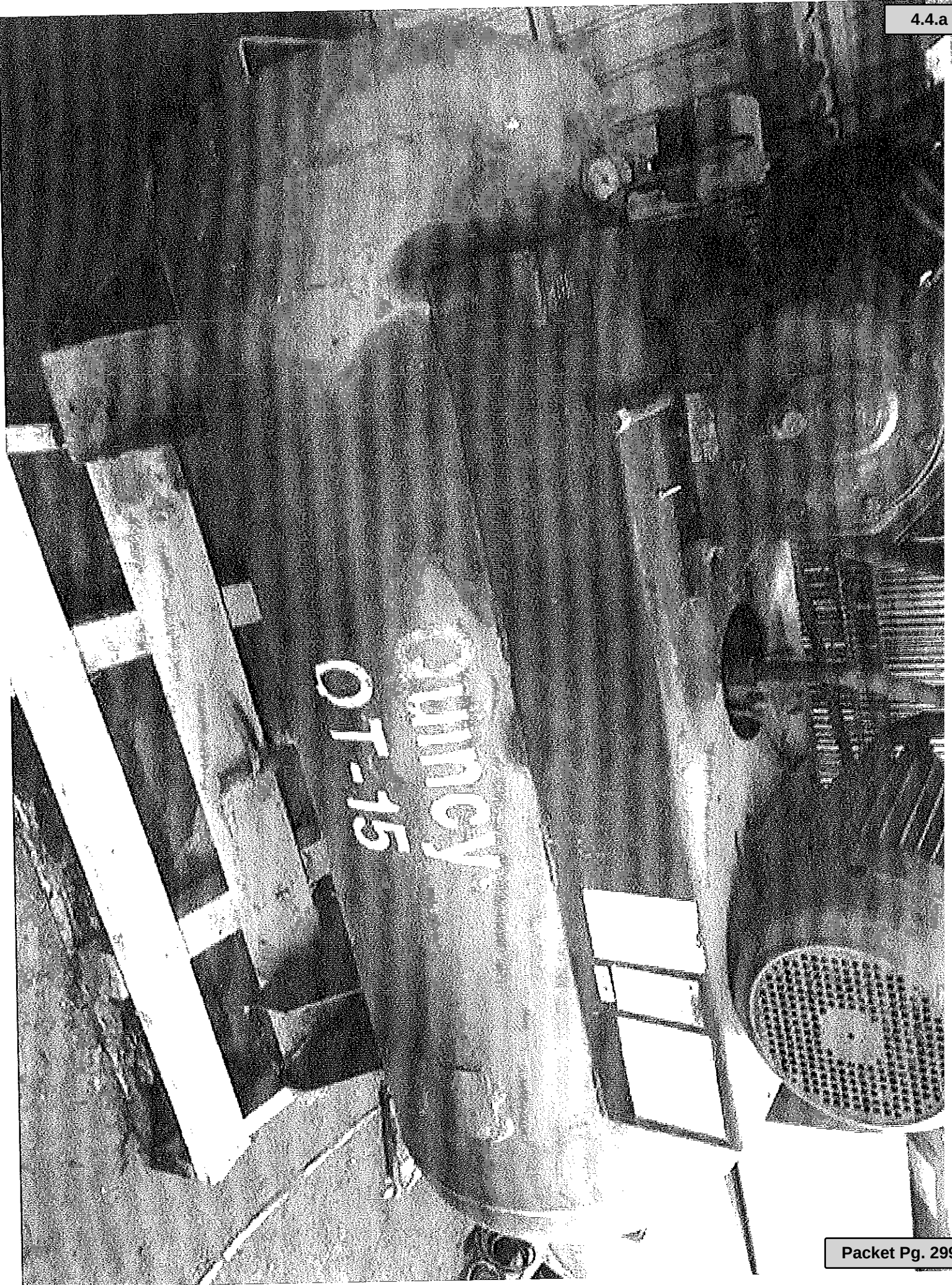
Destroyed during hurricane. Replacement received, FEMA

claim filed

Department: Sewer/Public Works**Supervisor:****Date:**

6/13/17

Please Return To: Finance Department**FINANCE DEPT USE ONLY****Authorized By****Date****Notes:** Purchase Date: 02/23/2005; Purchase Cost: \$2,230.84; Book Value: \$1,363.29**Recommendation:****Approved Disposal Method:**





INVENTORY SURPLUS FORM

PLEASE PRINT ALL INFORMATION

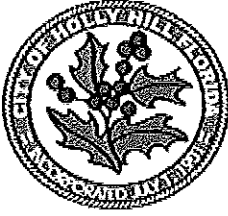
Equipment Description
1993 Jeep Cherokee
Tag # 2006002657
Serial # 1J4FJ68S6PL526300
Manufacturer Jeep
Model # Cherokee
Vehicle # 32
Reason for Request to Surplus: No longer in service
Department: Sewer/Public Works
Supervisor:
Date:

[Signature]
6/14/17

Please Return To: Finance Department
FINANCE DEPT USE ONLY

Authorized By
Date
Notes: Purchase Date: 10/14/1992; Purchase Cost: \$15,092.62; Book Value: \$0.00
Recommendation:
Approved Disposal Method:

Attachment: Surplus Request List 06-15-2017 (1710 : Asset Surplus Request)



INVENTORY SURPLUS FORM

PLEASE PRINT ALL INFORMATION

Equipment Description

Winch and Brackets for Jeep Cherokee Vehicle 32

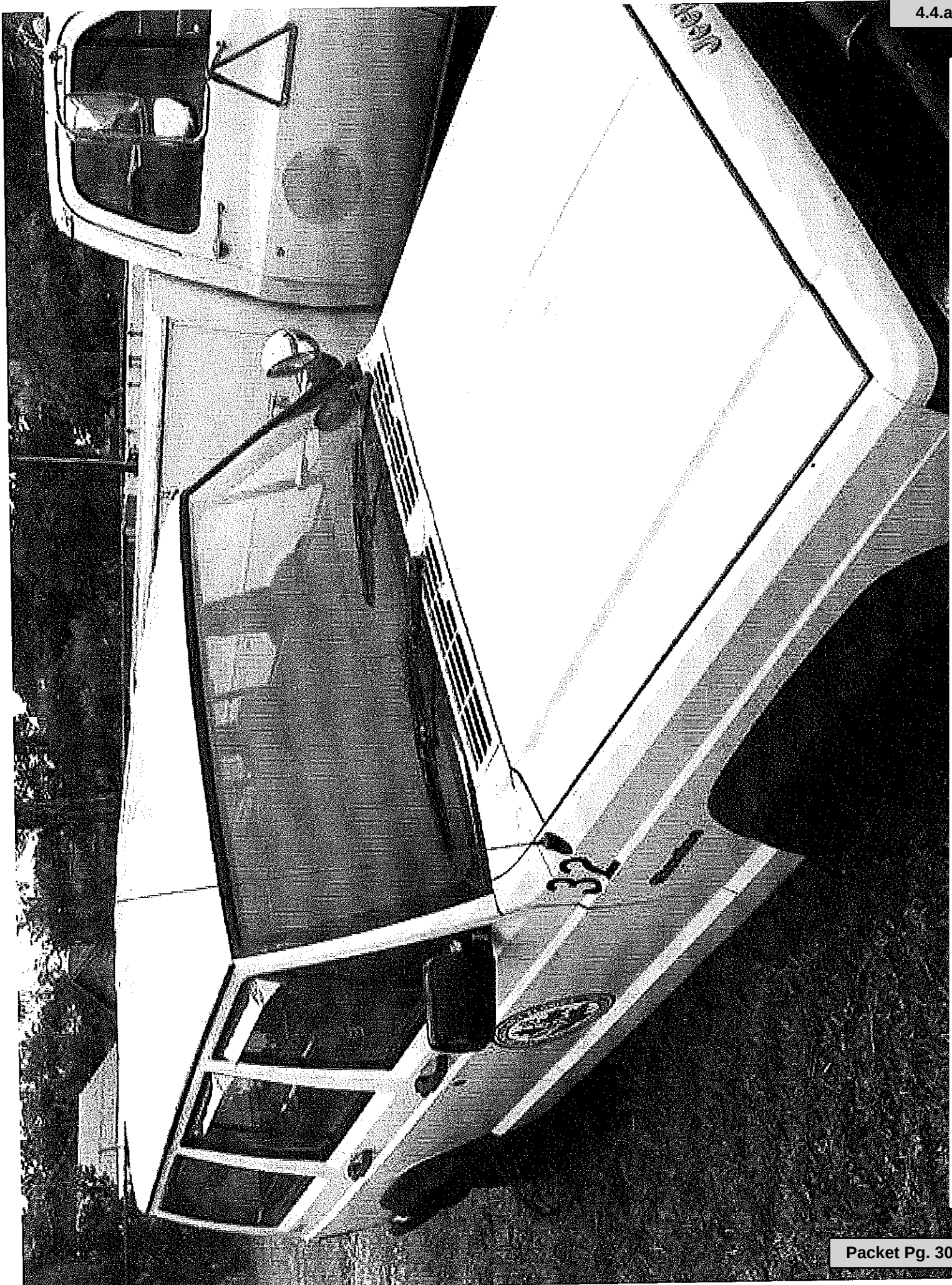
Tag # 2006002667**Serial #** 1J4FJ68S6PL526300**Manufacturer** unknown**Model #** Unknown**Vehicle #** n/a**Reason for Request to Surplus:** No longer in service**Department:** Sewer/Public Works**Supervisor:****Date:**

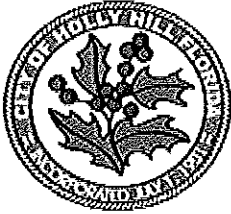
6/14/17

Please Return To: Finance Department
FINANCE DEPT USE ONLY

Authorized By _____ **Date** _____**Notes:** Purchase Date: 11/20/1992; Purchase Cost: \$956.13; Book Value: \$0.00**Recommendation:** _____**Approved Disposal Method:** _____

Attachment: Surplus Request List 06-15-2017 (1710 : Asset Surplus Request)





INVENTORY SURPLUS FORM

PLEASE PRINT ALL INFORMATION

Equipment Description

Caterpillar G27 Generator

Tag # n/a

Serial # 461180

Manufacturer Caterpillar

Model # 3208

Vehicle # G27

Reason for Request to Surplus:

No longer being used.

Department:

Public Works

Supervisor:
Date:

6/14/17

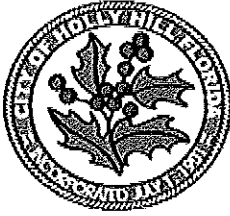
Please Return To: Finance Department
FINANCE DEPT USE ONLY

Authorized By
Date
Notes: Purchase Date/Cost unknown. This generator is not in the asset database.

Recommendation:
Approved Disposal Method:

Attachment: Surplus Request List 06-15-2017 (1710 : Asset Surplus Request)



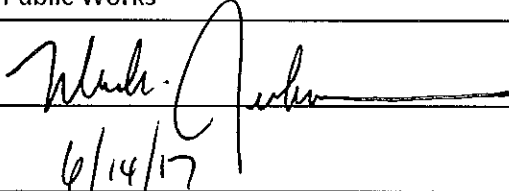


INVENTORY SURPLUS FORM

PLEASE PRINT ALL INFORMATION

Equipment Description

1993 Ford F350 Truck

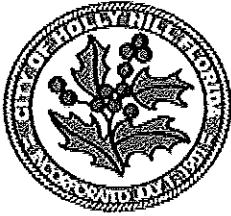
Tag # n/a **Serial #** 2FDLF47GOPCA34749**Manufacturer** Ford **Model #** F350**Vehicle #** n/a 935**Reason for Request to Surplus:** Vehicle 935 is no longer being used.**Department:** Public Works**Supervisor:** **Date:** 6/14/17

Please Return To: Finance Department
FINANCE DEPT USE ONLY

Authorized By _____ **Date** _____**Notes:** Purchase date/cost is unknown. Item is not in asset database.**Recommendation:** _____**Approved Disposal Method:** _____

Attachment: Surplus Request List 06-15-2017 (1710 : Asset Surplus Request)





INVENTORY SURPLUS FORM

PLEASE PRINT ALL INFORMATION

Equipment Description 1999 Chevrolet S10

Tag # 2006002765 **Serial #** 1GCCS1446X8138955

Manufacturer Chevrolet **Model #** S10

Vehicle # 747

Reason for Request to Surplus: No longer being used.

Department: Public Works

Supervisor: *[Signature]*

Date: 6/14/17

Please Return To: Finance Department
FINANCE DEPT USE ONLY

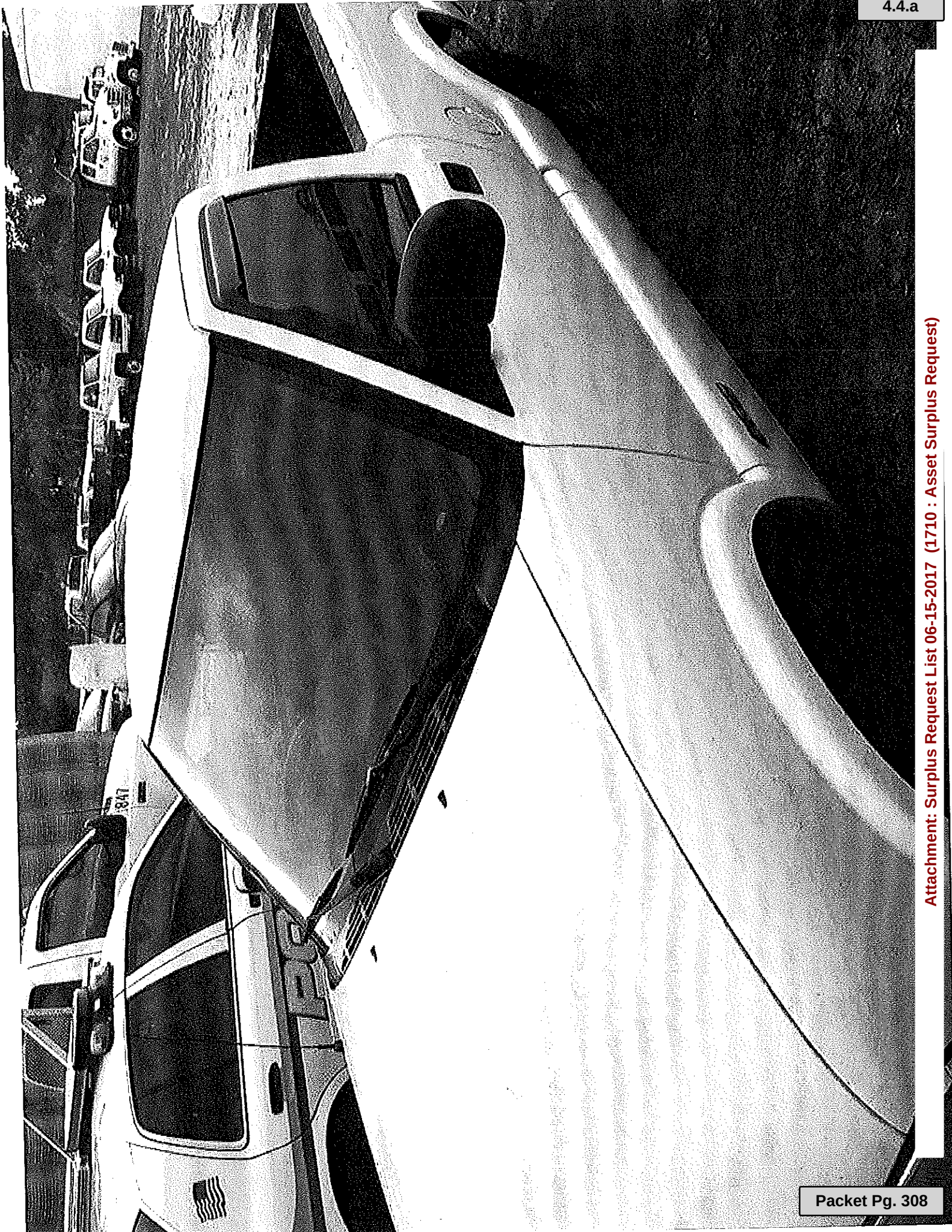
Authorized By _____ **Date** _____

Notes: Purchase Date: 09/30/2003; Purchase Cost: \$11,920.35; Book Value: \$0.00

Recommendation: _____

Approved Disposal Method: _____

Attachment: Surplus Request List 06-15-2017 (1710 : Asset Surplus Request)





INVENTORY SURPLUS FORM

PLEASE PRINT ALL INFORMATION

Equipment Description

1990 Ford 1/2 Ton Pickup

Tag # 2006002007**Serial #** 1FTDF15Y2LNB00659**Manufacturer** Ford**Model #** 1/2 Ton**Vehicle #** 746**Reason for Request to Surplus:**

No longer in service

Department:

CRA/Police Department

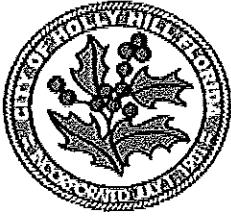
Supervisor:**Date:**

6-19-17

Please Return To: Finance Department**FINANCE DEPT USE ONLY****Authorized By****Date****Notes:** Purchase Date: 02/14/1990; Purchase Cost: \$11,214.00; Book Value: \$0.00**Recommendation:****Approved Disposal Method:**

Attachment: Surplus Request List 06-15-2017 (1710 : Asset Surplus Request)





INVENTORY SURPLUS FORM

PLEASE PRINT ALL INFORMATION

Equipment Description

2001 Ford Taurus (white)

Tag # 2006001875

Serial # 1FAFP52221A238273

Manufacturer Ford

Model # Taurus

Vehicle # 903

Reason for Request to Surplus: No longer in service

Department: Police Department

Supervisor:

Date:

6.14.17

Please Return To: Finance Department
FINANCE DEPT USE ONLY

Authorized By

Date

Notes: Purchase Date: 06/26/2001; Purchase Cost: \$14,775.60; Book Value: \$0.00

Recommendation:

Approved Disposal Method:

Attachment: Surplus Request List 06-15-2017 (1710 : Asset Surplus Request)



INVENTORY SURPLUS FORM

PLEASE PRINT ALL INFORMATION

Equipment Description

2001 Ford Taurus (white) Police Vehicle Graphics

Tag # 2007000185**Serial #** n/a**Manufacturer** n/a**Model #** n/a**Vehicle #** n/a**Reason for Request to Surplus:**

Vehicle 903 no longer in service

Department:

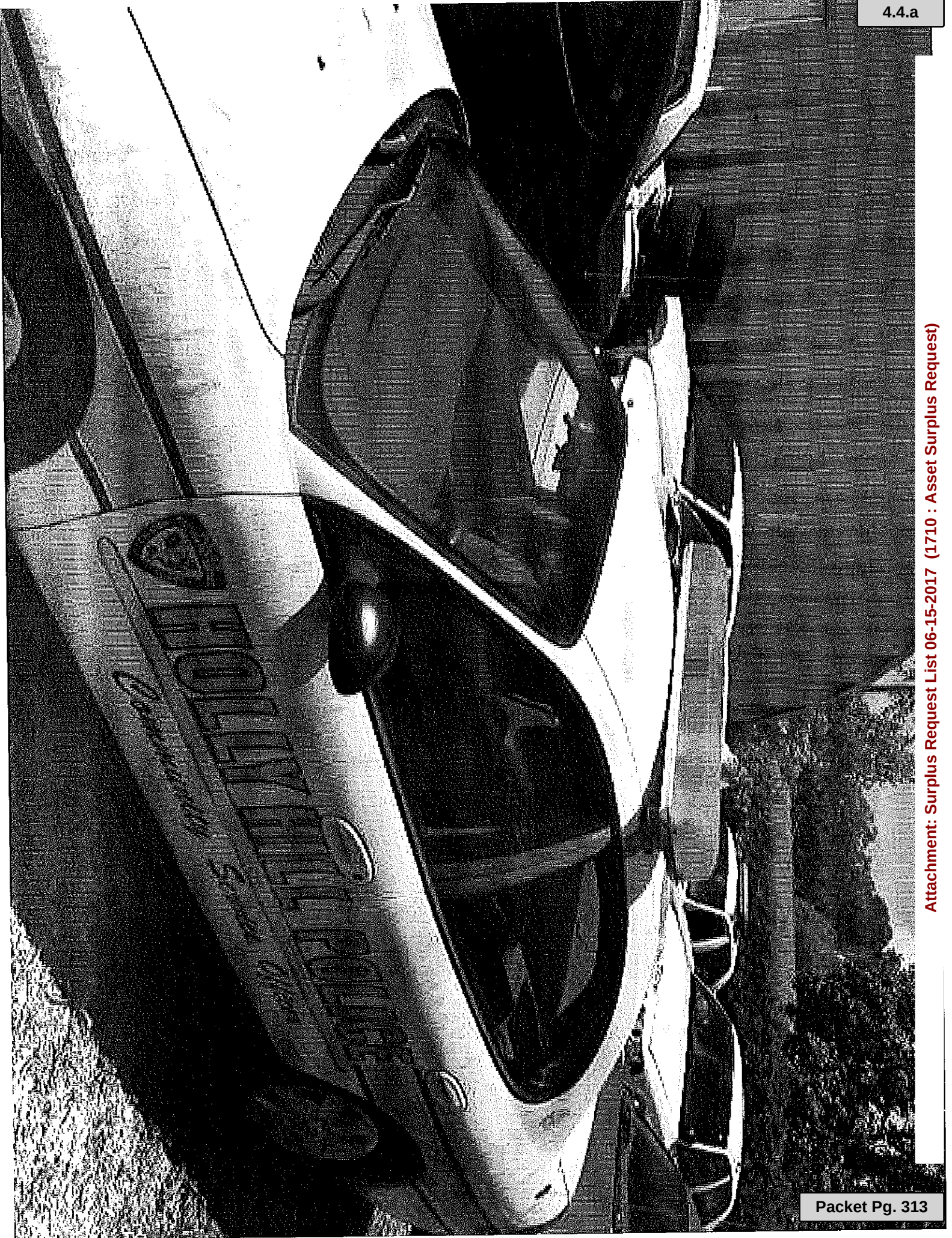
Police Department

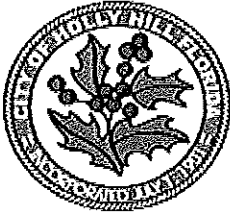
Supervisor:**Date:**

6-14-17

Please Return To: Finance Department**FINANCE DEPT USE ONLY****Authorized By****Date****Notes:** Purchase Date: 04/05/2006; Purchase Cost: \$66.25; Book Value: \$0.00**Recommendation:****Approved Disposal Method:**

Attachment: Surplus Request List 06-15-2017 (1710 : Asset Surplus Request)





INVENTORY SURPLUS FORM

PLEASE PRINT ALL INFORMATION

Equipment Description

2004 Ford Crown Victoria (white)

Tag # 2006001901

Serial # 2FAHP71W54X136406

Manufacturer Ford

Model # Crown Victoria

Vehicle # 402

Reason for Request to Surplus: No longer in service

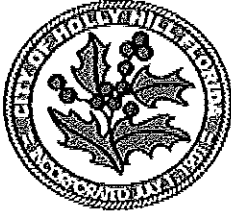
Department: Police Department

Supervisor:
Date: 6-14-17

Please Return To: Finance Department
FINANCE DEPT USE ONLY
Authorized By
Date
Notes: Purchase Date: 02/02/2004; Purchase Cost: \$19,179.00; Book Value: \$0.00

Recommendation:
Approved Disposal Method:

Attachment: Surplus Request List 06-15-2017 (1710 : Asset Surplus Request)



INVENTORY SURPLUS FORM

PLEASE PRINT ALL INFORMATION

Equipment Description

2004 Ford Crown Victoria (white) Air Bag Cutoff Switch

Tag # 2006001936**Serial #** n/a**Manufacturer** unknown**Model #** n/a**Vehicle #****Reason for Request to Surplus:**

Vehicle 402 no longer in service

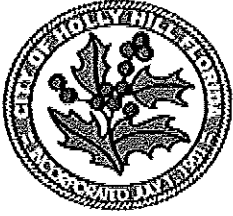
Department:

Police Department

Supervisor:**Date:**

Please Return To: Finance Department**FINANCE DEPT USE ONLY****Authorized By****Date****Notes:** Purchase Date: 05/15/2006; Purchase Cost: \$279.00; Book Value: \$0.00**Recommendation:****Approved Disposal Method:**

Attachment: Surplus Request List 06-15-2017 (1710 : Asset Surplus Request)



INVENTORY SURPLUS FORM

PLEASE PRINT ALL INFORMATION

Equipment Description 2004 Ford Crown Victoria (white) graphics

Tag # 2006001945 **Serial #** n/a

Manufacturer unknown **Model #** n/a

Vehicle # _____

Reason for Request to Surplus: Vehicle 402 no longer in service

Department: Police Department

Supervisor: _____

Date: 6-14-17

Please Return To: Finance Department

FINANCE DEPT USE ONLY

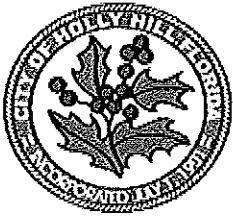
Authorized By _____ **Date** _____

Notes: Purchase Date: 04/05/2006; Purchase Cost: \$66.25; Book Value: \$0.00

Recommendation: _____

Approved Disposal Method: _____

Attachment: Surplus Request List 06-15-2017 (1710 : Asset Surplus Request)



INVENTORY SURPLUS FORM

PLEASE PRINT ALL INFORMATION

Equipment Description 2004 Ford Crown Victoria (white) siren

Tag # 2006001923 **Serial #** n/a

Manufacturer unknown **Model #** n/a

Vehicle # _____

Reason for Request to Surplus: Vehicle 402 no longer in service

Department: Police Department

Supervisor: _____

Date: 6-14-17

Please Return To: Finance Department

FINANCE DEPT USE ONLY

Authorized By _____ **Date** _____

Notes: Purchase Date: 05/16/2006; Purchase Cost: \$267.40; Book Value: \$0.00

Recommendation: _____

Approved Disposal Method: _____

Attachment: Surplus Request List 06-15-2017 (1710 : Asset Surplus Request)



INVENTORY SURPLUS FORM

PLEASE PRINT ALL INFORMATION

Equipment Description

2004 Ford Crown Victoria (white) light bar

Tag # 2007000176**Serial #** n/a**Manufacturer** unknown**Model #** n/a**Vehicle #****Reason for Request to Surplus:**

Vehicle 402 no longer in service

Department:

Police Department

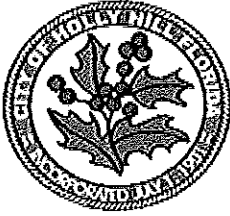
Supervisor:**Date:**

6/14/17

Please Return To: Finance Department**FINANCE DEPT USE ONLY****Authorized By****Date****Notes:** Purchase Date: 01/20/2005; Purchase Cost: \$1,349.00; Book Value: \$0.00**Recommendation:****Approved Disposal Method:**

Attachment: Surplus Request List 06-15-2017 (1710 : Asset Surplus Request)





INVENTORY SURPLUS FORM

PLEASE PRINT ALL INFORMATION

Equipment Description

2005 Ford Crown Victoria

Tag # 2006001908

Serial # 2FAHP71W45X136995

Manufacturer Ford

Model # Crown Victoria

Vehicle # 502

Reason for Request to Surplus: No longer being used.

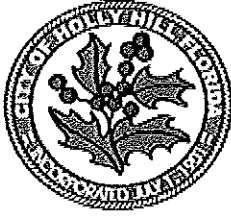
Department: Police Department

Supervisor:
Date: 6/19/17

Please Return To: Finance Department
FINANCE DEPT USE ONLY
Authorized By
Date
Notes: Purchase Date: 03/02/2005; Purchase Cost: \$19,353.00; Book Value: \$0.00

Recommendation:
Approved Disposal Method:

Attachment: Surplus Request List 06-15-2017 (1710 : Asset Surplus Request)



INVENTORY SURPLUS FORM

PLEASE PRINT ALL INFORMATION

Equipment Description

Remanufactured transmission for vehicle 502

Tag # 2009000032**Serial #** n/a**Manufacturer** Ford**Model #** n/a**Vehicle #**

502

Reason for Request to Surplus:

Vehicle 502 is no longer being used.

Department:

Public Works

Supervisor:**Date:**

6/14/17

Please Return To: Finance Department

FINANCE DEPT USE ONLY**Authorized By****Date****Notes:** Purchase Date: 12/05/2008; Purchase Cost: \$1,530.00; Book Value: \$0.00**Recommendation:****Approved Disposal Method:**

Attachment: Surplus Request List 06-15-2017 (1710 : Asset Surplus Request)



INVENTORY SURPLUS FORM

PLEASE PRINT ALL INFORMATION

Equipment Description

Patrol car light bar for vehicle 502

Tag # 2007000179 **Serial #** n/a

Manufacturer unknown **Model #** n/a

Vehicle # n/a

Reason for Request to Surplus: Vehicle 502 is no longer being used.

Department: Public Works

Supervisor:
Date: 6 14 17

Please Return To: Finance Department
FINANCE DEPT USE ONLY

Authorized By _____ **Date** _____

Notes: Purchase Date: 12/09/2005; Purchase Cost: \$1,349.00; Book Value: \$0.00

Recommendation: _____

Approved Disposal Method: _____

Attachment: Surplus Request List 06-15-2017 (1710 : Asset Surplus Request)





**STAFF REPORT
CITY OF HOLLY HILL, FLORIDA**

**City Commission
Agenda Item**

MEETING DATE: June 27, 2017
FROM: Joseph Forte
SUBJECT: Site Access Agreement 1200 Center Ave. to Outline Conditions
Under Which Fountainhead Will be Permitted to Undertake
Certain Activities on the Property Prior to Closing.
NUMBER: (ID # 1715)
APPLICANT:
PLANNER:

DISCUSSION: The City Commission entered into an MPUD agreement with Fountainhead Developers for the purchase and development of portions of the property located at 1200 Center Ave, Holly Hill, FL. As part of the development agreement, the two existing buildings, the media center and the gymnasium, will be rehabilitated. Fountainhead Developers is requesting the City Commission authorize the City Manager to execute the attached agreement, which outlines certain conditions to allow Fountainhead Developers access to the property to being site work on the land and remediation efforts of the existing buildings prior to closing.

The agreement is broken into two sections. Tasks that can begin prior to loan approval and task that can begin after loan approval. The purpose of the pre and post loan approval list is to provide a level of security that the buildings will not be modified to a point that may cause the City undue hardship if for any reason the sale of the property does not become final. Knowing the lender has an approved financial commitment to the project as well as the City retaining the non-refundable deposits made to the property, will provide a level of assurance and security to the City to allow site access prior to closing.

FISCAL ANALYSIS: There is no cost to the City to allow early access to the property for the work itemized in the agreement. Failure to complete any of the work without taking ownership of the property will be remediated using the non-refundable deposit money the City has in escrow.

STAFF RECOMMENDATION: That the City Commission approve the agreement and authorize the City Manager to execute the agreement.

COMMISSION GOAL #3: Implement the CRA master plan with a focus on the best utilization of vacant properties and blighted properties in the city. Attention should also focus on infrastructure improvements within the district and strategies to encourage private investment and business retention.

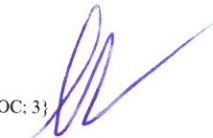
MOTION: To approve the attached Site Access Agreement and authorize the City Manager to

execute the agreement.

- Site Access Agreement for 1200 Center Ave - June 27, 2017 (PDF)

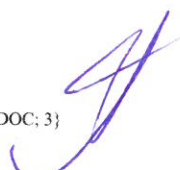
**SITE ACCESS AGREEMENT FOR
THE PROPERTY LOCATED AT
1200 Center Street, Holly Hill, FL 32117**

1. The undersigned property owner, City of Holly Hill ("CITY"), hereby gives permission to FOUNTAINHEAD DEVELOPERS, LLC, ("FOUNTAINHEAD") to enter property owned by CITY located at 1200 Center Street, Holly Hill, FL 32117 (the "Property").
2. This purpose of this agreement is to outline the conditions under which FOUNTAINHEAD will be permitted to undertake certain activities on the Property prior to the closing contemplated by the Purchase and Sale Agreement between the CITY and FOUNTAINHEAD dated March 25, 2017.
3. This permission is specifically limited to the following activities, which may be performed by FOUNTAINHEAD, its employees, agents or contractors, subject to any and all necessary site plan and permit approvals by the CITY and related conditions required by the CITY or other applicable regulatory agencies:
 - a. Work authorized before FOUNTAINHEAD'S loan commitment approval by City shall be:
 - i) Install fencing, including locks, signage, gates or access points for planned construction on the Property. Any signage will be required to comply with applicable CITY ordinances.
 - ii) Install site security improvements, including security lighting and security cameras.
 - iii) Flag or otherwise mark the location of all existing easements, the setback radii for the CITY well and other site infrastructure.
 - iv) Survey the Property, including any parcel lines, elevation benchmarks, stormwater management facilities or other features of the proposed development.
 - v) Install temporary driveway improvements for construction access off of Walker Street.
 - vi) Establish construction yard for worker parking, material storage, mobile restroom facilities, temporary utilities, office trailers.
 - vii) Install silt fencing.
 - viii) Mold remediation performed by a licensed mold remediation contractor.



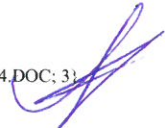
- ix) Removal of all existing furniture, fixtures and equipment in the media center.
- x) Underground tank removal and remediation.
- b. Work authorized after approval by City of FOUNTAINHEAD'S loan commitment, including work on the existing media center building shall be:
 - i) Skim sod and topsoil as required and store as permitted by approved site plan.
 - ii) Remove unnecessary sidewalks or other paved areas that are not incorporated into redevelopment plans.
 - iii) Remove walkway canopy and store onsite.
 - iv) Remove existing landscaping, as needed.
 - v) Removal of ceiling grid, carpet, cubicles, HVAC equipment and other finishes to masonry floors, walls and metal roof decking.
 - vi) Removal of electrical and related distribution systems to the service panel.
 - vii) Remove and cap plumbing fixtures.
 - viii) Remove non-bearing walls as required.
 - ix) The above removals are intended to result in a clean building shell for redevelopment.
- c. Work authorized after approval by City of FOUNTAINHEAD'S loan commitment on the existing gymnasium building shall be:
 - i) Removal of basketball equipment.
- d. Work authorized after approval by City of FOUNTAINHEAD'S loan commitment on the area planned for new construction, common spaces and walkways shall be:
 - i) Skimming of sod.
 - ii) Establishment of rough grade elevations.
- e. Except as specifically enumerated herein, no additional work is authorized by this agreement prior to Fountainhead closing on the Property.

4. The CITY will provide FOUNTAINHEAD with any knowledge of utilities and/or buried materials in the work area prior to the commencement of any work outlined in Paragraph 3.
5. The rights and privileges granted by this instrument to FOUNTAINHEAD, its employees, agents and contractors, shall terminate following the completion of work described in this agreement, or upon closing, whichever occurs first. Additional activities will be performed only under a new access agreement agreed to by the CITY and FOUNTAINHEAD.
6. FOUNTAINHEAD, its employees, agents and contractors shall: (a) return the property to original condition, as may be reasonably possible and except as specifically contemplated in Paragraph 3; (b) perform work in a workmanlike manner (c) not interfere with the CITY's employees, agents, contractors, invitees, and customers safe access to the Property and operations, except as may be reasonably necessary to effectuate the purposes of this agreement.
7. FOUNTAINHEAD, its agents and contractors will procure and maintain comprehensive general liability insurance against claims for personal injury, death, or property damage occurring in or about the Property in amounts and with insurance carriers acceptable to the CITY. Prior to accessing the Property, all parties must registered with the CITY, obtain all necessary CITY permits, provide proof of insurance required herein and sign this Agreement. All such general liability insurance policies must name the CITY as an additional insured. FOUNTAINHEAD, its agents and contractors will also, at all times during the term of this Agreement and at its sole cost and expense, maintain workers compensation insurance for their employees and agents.
- 9) _____ (CONTRACTOR) has been retained by FOUNTAINHEAD to conduct the following inspection, examinations and work on the Property: _____.
- 10) FOUNTAINHEAD and CONTRACTOR hereby acknowledge that the existing structures on the Property are old and of questionable structural integrity. Furthermore FOUNTAINHEAD and CONTRACTOR acknowledges that the Property has been vacant for many years and that while the CITY has no knowledge of dangerous conditions (other than the existing structures), there could be unknown dangerous conditions that exist. The CONTRACTOR agrees to use extraordinary care when performing the services on the Property.
- 11) FOUNTAINHEAD and CONTRACTOR hereby releases and forever discharges the CITY from any and all damages and injuries sustained while performing services on the Property, including but not limited to bodily injury and property damage.



- 12) In the event FOUNTAINHEAD or CONTRACTOR observes any dangerous condition on the Property, FOUNTAINHEAD or CONTRACTOR agree to notify the CITY of said condition. Furthermore, the FOUNTAINHEAD and CONTRACTOR will assume all risk of continuing to perform the services with the observed dangerous condition.
- 13) FOUNTAINHEAD and CONTRACTOR hereby acknowledge that the CITY is relying on the representations of FOUNTAINHEAD and CONTRACTOR, including the full and complete release and discharge of liability, in agreeing to allow the CONTRACTOR onto the Property.
- 14) The CITY may terminate this agreement and deny access to FOUNTAINHEAD prior to closing if FOUNTAINHEAD violates the terms of this agreement.
- 15) Venue for any litigation arising out of or related to this Agreement shall be in State Court, Volusia County, Florida. The prevailing party shall be entitled to be reimbursed reasonable attorney fees and costs.

[Signatures on the following page.]



IN WITNESS, CITY, FOUNTAINHEAD and CONTRACTOR have signed this agreement on the dates set forth below:

WITNESS:

CITY:

Name: _____

Name: _____

Date: _____

Title: _____

Date: _____

WITNESS:

FOUNTAINHEAD:

Melissa Gabriel

[Signature]

Name: Melissa Gabriel

Name: Melissa Meyer

Date: 6/21/17

Title: CEO

Date: 6/21/17

WITNESS:

CONTRACTOR:

Melissa Gabriel

[Signature]

Name: Melissa Gabriel

Name: MICHAEL MEYER

Date: 6/21/17

Title: Pres

Date: 6/21/17



**STAFF REPORT
CITY OF HOLLY HILL, FLORIDA**

**City Commission
Agenda Item**

MEETING DATE: June 27, 2017
FROM: Valerie Manning
SUBJECT: City Planner Non-Union Position
NUMBER: (ID # 1713)
APPLICANT:
PLANNER: Diane Cole

DISCUSSION:

On March 30, 2017 the City Manager sent a letter to TMH Consulting, Inc., Mr. Harowski, pertaining to his continuing consulting services contract as the City Planner. The City Commission approved a belated one year renewal on July 26, 2016. This action left a one year renewal to the contract.

TMH Consulting, Inc., is currently on a month-to-month basis under the same terms and conditions as provided for in the original contract. It is the City's intention to start the next fiscal year by hiring a full-time city planner on staff.

This position would be a non-union position.

FISCAL ANALYSIS:

This position would need to be budgeted in both the General Fund and the Community Redevelopment Fund for the upcoming fiscal year.

STAFF RECOMMENDATION:

Accept the non-union position for City Planner.

COMMISSION GOAL:

Goal #1: Develop and maintain a sound and sustainable financial plan for the city that establishes sufficient reserves for all funds, ensures (whenever possible) that user fees pay for services rendered, provides a realistic capital improvement program, and encourages public/private sector partnerships and intergovernmental partnerships.

MOTION:

Motion to approve the proposed non-union personnel classification program for the City Planner position.

- City Planner - June 2017 (PDF)
- Non-Union Positions Classification Plan (PDF)
- TMH Consulting, Inc. - Month to Month Basis for Services - April 2017 (PDF)

CITY OF HOLLY HILL JOB DESCRIPTION

JOB TITLE: CITY PLANNER

DEPARTMENT: COMMUNITY DEVELOPMENT

GENERAL DESCRIPTION:

Under the administrative direction of the City Manager, administers responsible and technical work which focuses upon municipal planning, grant development and management, facilitates redevelopment and economic development projects, code enforcement, and assists in coordinating capital and special projects. Work is performed with meaningful independence and latitude in judgment within established policies, procedures, rules and regulations. Work is evaluated through performance observation, conferences, reports, and results.

ESSENTIAL JOB FUNCTIONS:

1. Coordinates application preparation and administration of local, state and federal grants for capital projects with all City departments.
2. Interfaces with funding agencies regarding grant programs.
3. Coordinates implementation of Redevelopment District plans and projects.
4. Promotes City-wide economic development.
5. Assists with contract development, bidding, and compliance on capital projects.
6. Participates in the development, implementation and update of the City Comprehensive Plan.
7. Reviews all site plans, variances, and special exceptions.
8. Responsible for interviewing and training employees; planning, assigning and directing work assignments and conducting performance evaluations of subordinates; rewarding and disciplining employees; and addressing complaints and resolving issues.
9. Performs miscellaneous planning functions.
10. Oversees all Code Enforcement activities and personnel.
11. Attends inter-agency and public meetings and makes presentations where appropriate.
11. Compiles and analyzes data, prepares reports, and makes recommendations to the City Manager.
12. Prepares agendas and staff reports to the Community Redevelopment Area Board, and the Planning and Zoning Board.
13. Coordinates the City's Economic Development and revitalization efforts with the private sector and other agencies.
14. Coordinates development in the Community Redevelopment Area.
15. Makes presentations to the City Commission and various boards.
16. Performs other job related duties as assigned.

(These essential job functions are not to be construed as a complete statement of all duties to be performed. Employee will perform other job-related duties as required.)

**CITY PLANNER
PAGE 2**

MINIMUM QUALIFICATIONS:

Knowledge and Abilities:

Knowledge of the principles and practices of municipal planning, traffic impact analysis, redevelopment, grant-writing, grants administration and economic development. Knowledge of State of Florida and City building, zoning and environmental codes. Ability to communicate effectively both in writing and verbally. Ability to use contemporary office equipment, including computer systems. Ability to develop and carry out the functions necessary for grant applications, ability to execute grants, contracts and project administration. Ability to develop effective working relationships with other employees, agencies, committees, contractors, and the public. Ability to supervise others. Ability to analyze and interpret data and complex plans. Ability to interpret ordinances, laws, policies and procedures and to properly apply them to development projects and similar activities.

Education and Experience:

Bachelor's Degree in public or business administration or related field, supplemented by five (5) years of progressively responsible experience in a supervisory, technical, municipal planning, community development or redevelopment, or economic development capacity. A Master's degree is preferred.

(A comparable amount of training, education or experience can be substituted for the minimum qualifications).

Licenses, Certifications or Registrations:

A.I.C.P. Certification
Certified Crime Prevention Through Environmental Design (40 hours)
Certified Florida Standard Urban Transportation Model Structure - Basic Course
Valid Florida Driver's License

ESSENTIAL PHYSICAL SKILLS:

Acceptable eyesight (with or without correction).
Acceptable hearing (with or without hearing aid).
Ability to communicate, both orally and in writing.
Capability of walking, standing, bending, stooping, and driving.

CITY PLANNER
PAGE 3

ENVIRONMENTAL CONDITIONS:

Works primarily inside in an office environment.
Works occasionally outdoors.

RESIDENCY REQUIREMENTS:

In accordance with the City's Charter, all employees shall reside within Volusia County, Florida, or if outside of Volusia County, Florida, within thirty (30) driving miles of the municipal limits of Holly Hill, Florida.

(Reasonable accommodations will be made for otherwise qualified individuals with a disability.)

June 2017

**CITY OF HOLLY HILL
NON-UNION PERSONNEL CLASSIFICATION PLAN**

PAY GRADE	POSITION TITLE	SALARY RAN MIN
10	Administrative Assistant Grants Coor/Project Administrator P/T IT Technician	\$28,000
12		\$30,552
14	Customer Service Supervisor	\$32,078
16	Accountant Facilities Supervisor Streets Supervisor	\$36,388
18	Chief Wastewater Treatment Plant Operator Chief Water Treatment Plant Operator Fleet Supervisor Financial Business Analyst	\$39,975
20	City Clerk Chief Building Official Deputy Public Works Director Econ Dev Direc/CRA Administrator	\$46,125
22	Accounting Manager/Asst. Finance Director Information Technology Manager Human Resources Manager	\$51,148
24	Deputy Police Chief <u>City Planner - (proposed)</u>	\$54,223
26	Fire Chief Director of Public Works	\$60,475
28	Finance Director Police Chief	\$66,625

Revised: 6/17/17

UGE
MAX

\$44,800

\$48,883

\$51,325

\$58,171

\$63,906

\$73,738

\$81,767

\$86,683

\$96,678

\$106,510



CITY OF HOLLY HILL

The City with a Heart

1065 Ridgewood Avenue ♥ Holly Hill, Florida 32117

www.hollyhillfl.org

Building, Zoning, Licensing & Inspections

386-248-9442
Fax 386-248-9498

City Clerk

386-248-9441
Fax 386-248-9448

City Manager

386-248-9425
Fax 386-248-9448

Community Services

386-248-9435
Fax 386-248-9448

Economic Development

386-248-9444
Fax 386-248-9448

Finance

386-248-9427
Fax 386-248-9497

Human Resources

386-248-9440
Fax 386-248-9448

Information Technology

386-248-9459
Fax 386-248-9448

Public Works

386-248-9463
Fax 386-248-9499

Utility Billing

386-248-9432
Fax 386-248-9458

Mayor & City Commission

386-248-9441
Fax 386-248-9448

March 30, 2017

Tom Harowski
THM Consulting, Inc.
97 N. Saint Andrews Drive
Ormond Beach, FL 32174

Mr. Harowski,

On May 15, 2013, your firm entered into a continuing services Contract with the City of Holly Hill to provide Planning Services under RFQ-PLN-13-01. As stated in Section 11 of the Contract, the contract term is for a period of three years. Subsequent to the conclusion of the initial three year term, this Contract may be renewed by the City Manager for one (1) each year for a total of an additional two (2) years. Should the City wish to not have this Contract renewed for any year, the City shall provide written notice to the CONTRACTOR thirty (30) days prior to the ending date.

The City Commission approved a belated one year renewal on July 26, 2016 because a formal renewal was not completed in a timely fashion. This action left a one year renewal to the Contract.

The City has chosen to renew the THM Consulting, Inc. Contract, on a month to month basis, under the same terms and conditions as provided for in the original Contract. It is the City's intention to start the next fiscal year by hiring a full time planner on staff. The recent increase in demand for planning services is the cause for this decision to move toward a full time position.

Let it be known, the services of THM Consulting has met or exceeded the expectations of the City of Holly Hill and this decision in no way reflects anything other than a need for full time services.

Your signing to this letter is in acknowledgement to continue to provided services under the current Contract on a month to month basis.

Sincerely,

Joseph A. Forte

Accepted

Thomas Harowski



**STAFF REPORT
CITY OF HOLLY HILL, FLORIDA**

**City Commission
Agenda Item**

MEETING DATE: June 27, 2017
FROM: Valerie Manning
SUBJECT: Sport Pylon Air Races, LLC Agreement
NUMBER: (ID # 1708)
APPLICANT:
PLANNER: MinuteTraq Admin

DISCUSSION:

In 1937 a private seaplane base operated in the jurisdictional waters off the coast of Holly Hill in the Halifax River. A newspaper article which first appeared in the Daytona Beach Morning Journal (October 9th 1937) reported that sports aviator Robert W. Orrell had established a seaplane hangar on the west shore of the Halifax River. The article showcased Mr. Orrell's seaplanes, the landing zone, and his seaplane hangar lifts. The state recorded this location as 'The Halifax River Seaplane Base'. Today, it is the location of the Blue Tide Apartment Complex.

In August 2016, a Light Sport Aircraft builder and promoter (Mr. Christopher "Doc" Bailey, SPAR LLC) was contacted to provide city officials with an overview on the required steps to recommission the seaplane base for the purpose of: (1) creation of a light sport amphibious special event, and (2) to use the event, and seaplane base designation, to target companies engaged in light sport manufacturing to relocate to the city. After receiving comments from both city and business leaders, Mr. Bailey pursued the recertification of the seaplane base as a private applicant and met with leaders from the Federal Aviation Administration, The Florida Department of Transportation, The Army Corp of Engineers, The U.S. Coast Guard, The Florida Department of Environmental Protection and Florida Fish and Wildlife. The applicant completed his work in May 2017 and received an official FAA designated site location *HRSB-F15* and/or *The Halifax River Seaplane Base*. The base is listed as 'private with controlled public use'. The recertification process, and all associated costs in bringing the base's navigational devices to state and federal code were incurred by the applicant, without the use of taxpayer dollars. To ensure the seaplane base is reflective of the local community, Mr. Bailey is working with the Holly Hill Historic Society to create "*The Halifax Seaplane Base Advisory Board*" to be made up of representatives from local businesses, Holly Hill citizens and city representatives to lend ongoing feedback and direction to its development.

The City of Tavares, Florida is known internationally as "America's Seaplane City" in Lake County. Prior to establishing their seaplane base, the household income per capita was \$29,119. Ten years after establishing their seaplane base, as well as hosting a popular annual event and encouraging residential seaplane ownership, the household income per capita is now \$38,872. The City of Tavares attributes a 3% growth in its population, just in seaplane enthusiasts

migrating there, since 2012 and an almost \$10,000 jump in income based on its creation of a seaplane base and related amenities.

As stated in the December 2014 edition of Planes & Pilot Magazine, *“The fastest-growing segment of sales and production in the Light Sport Aircraft industry is amphibious floatplanes.”* With its official FAA designation as a seaplane base, Holly Hill has direct proximity to the only officially FAA-certified seaplane base on the east coast of Florida. The recommissioned Halifax River Seaplane Base can be promoted in a multitude of ways, both to aid in business recruitment, to encourage new investment into our industrial market, as well as bolstering real estate investment in the commercial and residential markets throughout the city.

Christopher “Doc” Bailey, SPAR LLC is requesting to enter into a contractual agreement with the City of Holly Hill. Tonight, Mr. Bailey appears before the City Commission seeking approval from the City of Holly Hill for following requests:

- (1) Use of seaplane navigational devices at Sunrise Park and Ross Point Park to include:
 - a. Two winds socks(1 located at Sunrise Park and 1 located at Ross Point Park)
 - b. Two FAA/FDOT Signs listing the presence of a Sea Plane Base
 - c. One Sea Plane Base Insignia located on the boat ramp at Sunrise park
- (2) Ingress and egress for light sport aircraft utilizing the boat ramp at Sunrise Park during non-special event period.

(Both items attached as Exhibit One)

FISCAL ANALYSIS:

There is no cost to the City.

STAFF RECOMMENDATION:

COMMISSION GOAL #5: Promote a small town city “branding” that focuses on the city’s accessible staff and interactive use of technologies (i.e. city website), the city’s business friendly approach to attract and retain business, and the city’s available open space, parks, and waterfront amenities that enhance the quality of life for citizens.

MOTION:

APPROVED THE AGREEMENT AND AUTHORIZE THE CITY MANAGER TO EXECUTE THE AGREEMENT WITH SPORT PYLON AIR RACES, LLC.

- Sport Pylon Air Races, LLC - Signed Agreement (PDF)
- Request for Inclusion (PDF)

AGREEMENT

WHEREAS, Sport Pylon Air Races, LLC (Contractor) is establishing a public seaplane base in the City of Holly Hill (City) with a landing strip in the Halifax River.

WHEREAS, the City is not an operator nor has any ownership interest in nor control over the Contractor, except as the City may adopted regulations for the operations of seaplane bases.

WHEREAS, the City is willing to allow the Contractor to use certain identified public facilities for the operation of the seaplane base as more specifically outlined herein.

NOW, THEREFORE, for and in consideration of mutual covenants contained herein, the sufficiency of which is hereby acknowledge, the undersigned parties hereby agree to the following:

- 1) The above WHEREAS are incorporated herein.
- 2) Contractor shall be allowed to install the identified signage and improvements on the following identified public facilities as detailed in Exhibit A. All signage and improvements will be installed and maintained by the Contractor pursuant to all applicable laws. Upon termination or expiration of this Agreement, the Contractor shall remove all improvements and restore the property to its original condition.
- 3) No seaplane shall tie up to nor dock at any City facilities, piers, seawall or docks nor shall any seaplane anchor or moor in the Halifax River. All seaplanes must either park in a designated boat trailer parking spot at Sunrise Park or lawfully at any private boat dock facility. A violation of this provision is a violation of the City's permits and grant funding.
- 4) The Contractor will defend, indemnify, and hold harmless the City from and against any and all actual or alleged cause of action, claim, damage, expense, fine, lien, liability, loss, penalty, suit, and tax (including attorneys' fees and cost) arising in any way as a result of the Contractor's operations of a seaplane base, including the landing and taking off of seaplanes, the taxiing of seaplanes, the flying of seaplanes before landing and after taking off, all improvements installed pursuant to this Agreement and all promotional activity and events.
- 5) The Contractor will procure and maintain comprehensive general liability insurance against claims for personal injury, death, or property damage resulting from or related to the operation of the seaplane base in amounts and with an insurance carrier acceptable to the CITY. The general liability insurance policy must name CITY as an additional insured.

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cb.

6) The City retains all rights to adopted regulations and laws regarding the operation of any seaplane base and this Agreement shall not be deemed to prevent or in any way restrict the City from adopting said regulations and laws.

7) This Agreement shall have an initial term until May 1, 2019, which is the scheduled expiration date of the Contractor's current FAA License. This Agreement may be renewed by the City for an additional 2 years if the Contractor provides the City with a renewed FAA License, the Contractor is in full compliance with this Agreement and the City believes it is in the City's best interest to continue this relationship.

8) The City shall have the right to terminate this Agreement at any time for a breach of the Contractor's obligations contained herein. The City shall provide the Contractor with written notice of the breaches and allow the Contractor 30 days to correct the violations. If the breaches are not corrected to the City's satisfaction within the 30 days, the City shall have the right to terminated this Agreement.

9) The parties hereby acknowledge that the operation of the seaplane base is a new venture in the City and the public acceptance is unknown. Although the City is not authorizing the operation of the seaplane base by this Agreement, the use of the City's facilities as outlined herein are part of the operations. The City retains the right to terminate this Agreement at any time based on public complaints, observed dangerous operations or a determination by the City Commission that continuing with this Agreement is not in the best interest of the City. Furthermore as outlined in Paragraph 5 the City retains the right to regulate the operations of a seaplane base as the City is authorized by law.

10) This Agreement shall be governed by the laws of the State of Florida. Venue for any litigation shall be in State Court, Seventh Judicial Circuit, Volusia County, Florida. The prevailing party to any litigation shall be entitled to reimbursement of attorney fees and costs.

City of Holly Hill

By: _____

Title: _____

Date: _____

Sport Pylon Air Races, LLC

By: 

Title: LLC Manager

Date: 06/12/2017

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ad

Request for inclusion, see below:

Sport Pylon Air Races LLC (SPAR) is seeking approval for the **(1)** ongoing use of five navigation devices listed below and **(2)** approval for seaplane access and egress for non-special event time-periods at Sunrise Park in Holly Hill.

Five Navigation Devices:

- 2 Windsocks
- 2 FAA/FDOT Sign listing presence of Seaplane Base
- 1 Seaplane Base Insignia (Sunrise Boat Ramp)



Current Snapshot:

Windsock, Sunrise Park (North)	Seaplane Insignia, Boat Ramp, Sunrise Park	FAA Sign; Seaplane Base, Sunrise Park	Windsock, Ross Point (South)

On "Access and Egress":

"In regards to non-special event time-periods, as the seaport operator, Mr. Bailey of SPAR (address) is responsible for communication with potential seaplane visitors landing at the HRSB KF-15. This will include notifying visitors of seaport and sunrise park rules. (*No overnight parking, (8:00 am to 4:00 pm) 8-hour minimum only, no night take-offs, etc.)"