

# CITY OF LAUDERHILL



## RIGHT OF WAY WATER SERVICE REPLACEMENTS **BID# 2026-009**

### CONTRACT DOCUMENTS AND TECHNICAL SPECIFICATIONS

November 2025

## DOCUMENT 00020

### NOTICE TO BIDDERS

NOTICE IS HEREBY GIVEN that the CITY OF LAUDERHILL is seeking sealed bids for the following work as specified:

#### **RIGHT OF WAY WATER SERVICE REPLACEMENTS**

**BID NUMBER: 2026-009**

CITY OF LAUDERHILL, FLORIDA

The City of Lauderhill will accept sealed proposals until **2:45 P.M. on December 01, 2025**. All proposals must be submitted via IonWave at <https://lauderhill.ionwave.net>, and proposals will be opened at **3:00 P.M.** Proposals received after **2:45 P.M. EST** will not be considered.

**The City of Lauderhill Utilities Department** is seeking a qualified general contractor to construct right-of-way (ROW) water services to replace existing lead, galvanized, and copper ROW water service lines.

All bidders must be registered with the City of Lauderhill. To register, please visit the following link:

<http://www.lauderhill-fl.gov>

The Statement of Work may be obtained on or after **November 01, 2025** via IonWave at <https://lauderhill.ionwave.net>. Vendors who obtain the solicitation documents from sources other than IonWave are cautioned that the solicitation package may be incomplete. Additionally, all addendums will be posted and disseminated via IonWave by the Finance/Purchasing Department.

Questions regarding the technical requirements of this BID should be directed to the Purchasing Department via IonWave. All questions must be submitted no later than **ten (10) days** prior to the closing date.

The **City of Lauderhill** has determined that this BID is reserved for **Small Business Enterprise (SBE) participation**, in compliance with the City Code of Ordinance Chapter 2, Article III, Section 2-139(f)(3) – Local Vendors.

Bid security in the form of a **Bid Bond** or **certified check** made payable to the "City of Lauderhill," in an amount equal to five percent (5%) of the bid, must be submitted with the bid. Bidder must use the **Bid Bond form** provided. No bidder may withdraw their bid within 90 days after the actual date of the opening thereof. Guaranty Bonds in the form of a **100% Construction Performance Bond** and a **100% Construction Payment Bond** will be required upon award of the bid.

The **Public Entity Crimes Affidavit** and the **Anti-Human Trafficking Affidavit** must be completed in full and submitted as part of the proposal.

The **City Commission of the City of Lauderhill** reserves the right to reject any and all proposals, to waive any and all informalities or irregularities, and to accept or reject all or any part of any proposal as they may deem to be in the interest of the citizens of the City of Lauderhill. The winning participant is required to enter into a contract with the City of Lauderhill.

CITY OF LAUDERHILL, FLORIDA



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Kentrea Dykes  
Purchasing and Contract Manager

Advertising Dates: November 01, 2025 and November 08, 2025

**TABLE OF CONTENTS**  
**RIGHT OF WAY WATER SERVICE REPLACEMENTS**  
**BID NUMBER: 2026-009**  
**CITY OF LAUDERHILL, FLORIDA**

Division	Section Title
00020	Notice to Bidders
00030	Scope of Work
00100	Instructions to Bidders
00101	Bid Checklist
00300	Bid Form
00300A	Bid Price Sheet
00401	Bid Bond
00402	Public Entity Crimes Affidavit
00403	Trench Safety Form
00420	Bidder Qualification Form
00421	Subcontractor List
00450	Litigation History Form
00480	Non-Collusion Affidavit
00490	Debarment Certification
00495	Certified Resolution
00500	Sample Contract
00600	Construction Payment Bond
00601	Construction Performance Bond
00650	Acknowledgment of Conformance with OSHA Standards
00700	General Conditions
00800	Supplemental Conditions
00801	Special Conditions
00900	Addendum
	<b>Additional Documents:</b>
	Anti-Human Trafficking Affidavit
	Detailed Inventory
	Technical Specifications and Plans

**DOCUMENT 00030**

**SCOPE OF WORK**

**RIGHT OF WAY WATER SERVICE REPLACEMENTS**

**BID NUMBER: 2026-009**

**CITY OF LAUDERHILL, FLORIDA**

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**Project Overview**

The City of Lauderhill is seeking a qualified general contractor for the construction of Right-of-Way (ROW) water services to replace existing lead, galvanized, and copper ROW water services.

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**Scope of Work**

**1. Verification of Existing Service Line Materials**

Prior to construction, verify the material of existing service lines in the City ROW to confirm the inventory summary provided in the appendices. Verification may be done visually from the meter box. If the material cannot be confidently determined visually, the Contractor shall hand dig a small excavation in front of the meter box to identify the service line material.

**2. Construction of New Water Services**

Construct new polyethylene water services including new service saddles and corporation stops on the existing water main.

**3. Reconnect Existing Water Meter**

Reconnect the existing water meter to the newly installed service line.

**4. Meter Box**

Existing meter boxes shall remain in place and not be removed or replaced.

**5. Decommission Existing Services**

Decommission and abandon existing lead, galvanized, and copper water services by closing and plugging the corporation stop at the water main, followed by removal of the old service line.

**6. Restoration**

Restore all surfaces disturbed by construction to their original condition.

**DOCUMENT 00100**  
**INSTRUCTIONS TO BIDDERS**  
**RIGHT OF WAY WATER SERVICE REPLACEMENTS**  
**Bid Number: 2026 - 009**  
**City of Lauderhill, Florida**

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**1. SUBMITTAL**

1.1 Sealed proposals will be received until the deadline stated in **Document 00020 – Notice to Bidders**.

1.2 Proposals must be submitted via **IonWave**: <https://lauderhill.ionwave.net>

**Proposal For:**

City of Lauderhill, Florida

**Bid Number:** 2026-009

**Submitted By:**

Company Name: \_\_\_\_\_

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

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

1.3 Proposals received after the specified deadline will not be considered.

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**2. PROPOSALS**

2.1 Quantities listed are for bid comparison only and may be adjusted in the awarded contract.

2.2 Proposals must be submitted using official forms from the following documents:

**00100, 00300, 00300A, 00401, 00402, 00420, 00421, 00450, 00480, 00490, 00495, 00650.**

All blanks must be filled out, and any alterations must be initialed.

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**3. IRREGULAR PROPOSALS**

3.1 Incomplete, conditional, or altered proposals may be rejected.

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## **4. SIGNATURES**

4.1 Each proposal must be signed with the full name, company name, and address. Corporations must affix the corporate seal and include signatures of authorized officers.

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## **5. EXAMINATION OF CONTRACT DOCUMENTS**

5.1 Bidders must thoroughly review all Contract Documents before submitting a proposal.

5.2 Documents must be obtained at least **ten (10) days** prior to bid closing to be eligible.

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## **6. EXAMINATION OF SITE**

6.1 Bidders must visit the site and understand the working conditions before bidding.

6.2 Failure to examine the site or documents will not be grounds for claim or excuse.

6.3 The Contractor assumes all risks of misjudgment or oversight.

6.4 All bids must be based on bidder's own investigation.

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## **7. DISCREPANCIES**

7.1 Report any discrepancies in the documents to the Owner or Engineer immediately.

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## **8. INTERPRETATION OF PLANS**

8.1 Figured dimensions govern. Any ambiguities will be interpreted by the Architect/Engineer.

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## **9. INTERPRETATION PRIOR TO BID OPENING**

9.1 Submit written requests for clarifications at least **ten (10) days** before bid opening. Interpretations will only be issued via formal addenda.

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## **10. TIME OF COMPLETION**

10.1 Refer to **Document 00300** for project completion timeline.

10.2 Completion implies full delivery of all work and obligations.

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## **11. LABOR REGULATIONS**

11.1 Contractor must comply with all applicable labor laws and regulations.

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## **12. BID SECURITY**

12.1 A **5% bid security** must be submitted. It must be a certified check, money order, or bid bond countersigned by a Florida-licensed agent.

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## **13. RETURN OF BID SECURITY**

13.1 Returned to all non-awarded bidders within **15 days** of contract execution or bid rejection.

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## **14. CONTRACT BONDS**

14.1 Performance and Payment Bonds of **100%** of contract price are required.

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## **15. QUALIFICATION OF BIDDERS**

15.1 Bidders must prove ability, resources, and licensing to perform the work. Submit **Document 00420 – Qualification Form**.

15.2 Key procurement steps:

- Receive and open bids
- Evaluate and rank bidders
- Recommend award
- Finalize contract

15.3 Bids are ranked per criteria in **Section 30**.

15.4 If top-ranked bidder fails to finalize, next-ranked bidder may be selected.

15.5 Submit all questions via **IonWave** no later than **10 days prior** to bid closing.

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## **16. DISQUALIFICATION**

16.1 Collusion or failure to complete required forms results in disqualification.

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## **17. WITHDRAWAL OF PROPOSALS**

17.1 May be withdrawn in writing up to **1 hour before** bid opening. After opening, bids are binding for **90 days**.

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## **18. OWNER'S RIGHTS RESERVED**

18.1 Owner reserves all rights including to:

- Accept or reject any bid
  - Waive technicalities or irregularities
  - Request clarifications
  - Cancel procurement
- 

## **19. OWNER REPRESENTATIVE**

19.1 The **Capital Projects Manager** will represent the City for this project.

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## **20. QUALIFICATION OF SURETY**

20.1 Bonds must be from a surety authorized in Florida and Broward County, and certified by the U.S. Treasury.

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## **21. SUBCONTRACTORS**

21.1 Submit subcontractor list using **Document 00421**.

21.2 Provide contact info and references upon request.

21.3 Subcontractors may not be changed without written Owner approval.

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## **22. INSURANCE**

22.1 Submit certificates of insurance with endorsements naming the City and its agents as insured.

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## **23. POWER OF ATTORNEY**

23.1 Submit certified Power of Attorney with each bond.

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## **24. AWARD OF CONTRACT**

24.1 Contract awarded to the **lowest responsive, responsible, and eligible** bidder.

24.2 City reserves the right to reject all bids.

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## **25. ACCEPTANCE PERIOD**

25.1 Bids must remain valid for **90 calendar days** post-opening.

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## **26. AWARD PROTESTS**

26.1 Follow the City's formal bid protest procedures, available from the Purchasing Department.

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## **27. EQUAL OPPORTUNITY**

27.1 Contractors must not discriminate and must post notices of non-discrimination.

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## **28. PERMITS AND FEES**

28.1 Contractor must obtain all required permits. **City permit fees will be waived.**

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## **29. SALES TAX**

29.1 Contractor must follow Florida's tax-exempt purchase procedures.

29.2 Materials may be directly purchased by the City to retain exemption.

29.3 Contractor still responsible for ordering, warranty, and material quality.

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## **30. EVALUATION AND RANKING OF BID PROPOSALS**

30.1 Proposals will be reviewed for **responsiveness**. Required elements include:  
City of Lauderhill

BID 2026-009

- On-time submission
- 5% Bid Bond
- Completed **Form 00300A**
- Signed and notarized bid forms
- Proof of insurance and bonding
- No contract exceptions

30.2 The contract will be awarded to the **lowest responsive and responsible bidder.**

**DOCUMENT 00101**

***BID CHECKLIST***

**RIGHT OF WAY WATER SERVICE REPLACEMENTS**

**Bid Number: 2026-009  
City of Lauderhill, Florida**

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**COMPANY NAME:** \_\_\_\_\_  
**PHONE:** \_\_\_\_\_ **EMAIL:** \_\_\_\_\_

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**BID SUBMISSION CHECKLIST**

Please review the checklist below. A checkmark indicates compliance.

<b>#</b>	<b>Requirement</b>	<b>Check</b>
1	Bid Package has been read in its entirety	<input type="checkbox"/>
2	Bid Form <b>00300</b> completed	<input type="checkbox"/>
3	Price Bid Sheet <b>00300A</b> completed	<input type="checkbox"/>
4	Bid Bond obtained and <b>Form 00401</b> completed	<input type="checkbox"/>
5	<b>Public Entity Crimes Affidavit (00402)</b> completed and notarized	<input type="checkbox"/>
6	<b>Bidder's Qualification Form (00420)</b> completed, with proof of insurance and licenses	<input type="checkbox"/>
7	<b>Subcontractor List (00421)</b> completed	<input type="checkbox"/>
8	<b>Litigation History Form (00450)</b> completed	<input type="checkbox"/>
9	<b>Non-Collusive Affidavit (00480)</b> completed	<input type="checkbox"/>
10	<b>Debarment Certification (00490)</b> completed	<input type="checkbox"/>
11	<b>Certified Resolution (00495)</b> completed	<input type="checkbox"/>
12	All <b>Addenda</b> received and acknowledged	<input type="checkbox"/>
13	Entire bid package successfully <b>uploaded via IonWave</b>	<input type="checkbox"/>

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**Failure to provide the requested documents may result in your bid being deemed non-responsive.**

**This page must be submitted with your bid and placed as the first page of your bid package.**

**DOCUMENT 00300**

**BID FORM**

**RIGHT OF WAY WATER SERVICE REPLACEMENTS**

**Bid Number: 2026-009**

**City of Lauderhill, Florida**

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

**TO:**

Honorable Mayor & City Commission  
City of Lauderhill  
5581 W. Oakland Park Blvd.  
Lauderhill, FL 33313

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**SUBMITTED BY:**

**Company Name:** \_\_\_\_\_

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

**City, State, ZIP Code:** \_\_\_\_\_

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The undersigned, as **Bidder**, declares that they:

- Have examined the site and all Contract Documents related to **Bid No. 2026-009**, including drawings, specifications, and any issued addenda.
- Are fully informed regarding all conditions that may affect the performance of the work.
- Propose to furnish all labor, materials, equipment, and services required to complete the project as described, in full accordance with the specifications and drawings.

The Bidder understands:

- All bid item amounts must be submitted; omissions may render the bid non-responsive.
- The quantities listed in the Price Bid Sheet (**Document 00300A**) are for bid comparison only.
- Certain bid items or portions of the contract may be excluded at the Owner's discretion.
- If awarded the contract, execution of the agreement and related documents will occur within **15 calendar days** of the Notice of Award.
- The project must be completed within **180 calendar days** from the date of the Notice to Proceed.

## BIDDER IDENTIFICATION & SIGNATURE

Please complete only the applicable section for your business structure:

---

### IF BIDDER IS AN INDIVIDUAL

**By:** \_\_\_\_\_ **(SEAL)**

(Print Name)

Doing Business As (d/b/a): \_\_\_\_\_

**Business Address:** \_\_\_\_\_

**Phone Number:** \_\_\_\_\_

---

### IF BIDDER IS A PARTNERSHIP

**Firm Name:** \_\_\_\_\_ **(SEAL)**

**By (General Partner):** \_\_\_\_\_

**Business Address:** \_\_\_\_\_

**Phone Number:** \_\_\_\_\_

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### IF BIDDER IS A JOINT VENTURE

**Partner #1 Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Partner #2 Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_

*(Each joint venture partner must sign and provide details as applicable.)*

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### IF BIDDER IS A CORPORATION

**Corporation Name:** \_\_\_\_\_

**State of Incorporation:** \_\_\_\_\_

**By (Authorized Representative):** \_\_\_\_\_

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

**Phone Number:** \_\_\_\_\_

(Corporate Seal)

**Attest (Secretary):** \_\_\_\_\_

**Business Address:** \_\_\_\_\_

**Phone Number:** \_\_\_\_\_

**00300-A1  
COST SCHEDULE  
ROW WATER SERVICE REPLACEMENTS  
BID NUMBER: 2025-009  
CITY OF LAUDERHILL**

All bid items shall include costs for all materials, equipment, labor, supervision, permit fees, taxes, insurance, bonds, miscellaneous costs and Contractor's overhead and profit. Costs for materials and equipment shall be included where applicable.

Item No.	Description	Estimated Quantity	Unit	Unit Price	Estimated Amount
1.	General Requirements	1	LS	\$	\$
2.	Mobilization and Demobilization	1	LS	\$	\$
3.	Maintenance of Traffic	1	LS	\$	\$
4.	Record Documents	1	LS	\$	\$
5.	Permitting and Miscellaneous Work Allowance/Contingency	1	AL	\$	\$
6.	Prior to construction verify material of existing service lines in City ROW to confirm and update the Detailed Water Service Inventory provided in Appendix A.	100	EA	\$	\$
7.	Decommission, and abandon, in place, existing lead, galvanized, and copper water services, in City ROW by closing and plugging the corporation stop at the existing water main.	100	EA	\$	\$
8.	Construct new polyethylene water services in City ROW up to and including new service saddles and corporation stops on the existing water main.	100	EA	\$	\$
9.	Reconnect existing water meters to the new water service lines.	100	EA	\$	\$
10.	Restore existing asphalt.	334	SY	\$	\$
11.	Restore existing concrete.	34	SY	\$	\$
12.	Restore existing paver brick.	17	SY	\$	\$
13.	Restore existing gravel.	5	SY	\$	\$
14.	Restore existing sod.	167	SY	\$	\$

**BASE BID TOTAL**

\$

**DOCUMENT 00401**  
**RIGHT OF WAY WATER SERVICE REPLACEMENTS**  
**Bid Number: 2026-009**  
**City of Lauderhill, Florida**

**Bid Due Date:** December 01, 2025

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**BIDDER**

**Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_

\_\_\_\_\_

---

**SURETY**

**Name:** \_\_\_\_\_

**Address of Principal Place of Business:**

\_\_\_\_\_  
\_\_\_\_\_

---

**OWNER**

**City of Lauderhill**  
5581 W. Oakland Park Blvd.  
Lauderhill, FL 33313

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**BOND**

**Bond Number:** \_\_\_\_\_

**Date (Not later than Bid Due Date):** \_\_\_\_\_

**Penal Sum: 5% of Bid Amount**

**\$** \_\_\_\_\_

---

**SIGNATURES**

**BIDDER**

(Seal)

**Bidder Name (Printed):** \_\_\_\_\_

**By (Signature):** \_\_\_\_\_

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

Attest (Signature & Title): \_\_\_\_\_  
Corporate Seal (if applicable)

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## SURETY

(Seal)

Surety Name (Printed): \_\_\_\_\_

By (Signature): \_\_\_\_\_

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

*(Attach Power of Attorney)*

Attest (Signature & Title): \_\_\_\_\_

Corporate Seal (if applicable)

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## NOTES

1. Addresses listed above shall be used for all required notice delivery.
  2. Singular references to Bidder, Surety, or Owner also refer to plural entities as applicable.
- 

## CONDITIONS OF THE BOND

1. **Obligation:** Bidder and Surety are jointly and severally bound to pay Owner the difference between Bidder's bid and the next lowest responsive and responsible bidder's bid, or the full **penal sum** if no such bidder exists, and the Owner proceeds with the project.
2. **Default:** A default occurs if Bidder fails to deliver the executed Agreement and required bonds within the time specified by the Bidding Documents.
3. **Voidance:** This bond shall be null and void if:
  - Bidder delivers required documents and bonds as stated,
  - All bids are rejected, or
  - No award is issued within the time period allowed.
4. **Claim Process:**
  - Payment becomes due within **30 days** after Owner gives written notice of Bidder's default.
  - Notice must be sent to both Bidder and Surety and include bond/project identification and the amount due.

5. **Time Extensions:** Surety waives defenses based on any written extensions of the award period, not exceeding **120 days** without Surety's written consent.
6. **Legal Proceedings:**
  - Cannot begin until 30 days after default notice.
  - Must be initiated within **1 year** of Bid Due Date.
  - Must be filed in a court located in Florida.
7. **Notices:** Must be in writing and delivered by personal service, courier, or U.S. Certified Mail to the addresses on the bond face.
8. **Power of Attorney:** A valid Power of Attorney for the Surety's signatory must be attached.
9. **Compliance:** Bond will comply with applicable statutes. Any conflicting or omitted statutory requirements are deemed included or controlling.
10. **Definition:** The term "bid" includes all forms of proposal or offer.

**DOCUMENT 00402**

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

**This form must be signed and sworn to in the presence of a Notary Public or other official authorized to administer oaths.**

---

1. **This sworn statement is submitted to:**  
**City of Lauderhill, Florida**

2. **Submitted by:**  
**Name & Title:** \_\_\_\_\_  
*(Print individual's name and title)*

**For (Entity Name):** \_\_\_\_\_  
*(Name of business entity submitting this form)*

**Business Address:**

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**FEIN:** \_\_\_\_\_  
*(If no FEIN, provide SSN of the individual signing this statement)*  
**SSN:** \_\_\_\_\_

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3. I understand that a "**public entity crime**" as defined in §287.133(1)(g), Florida Statutes, means a violation of state or federal law directly related to a public entity business transaction, involving offenses such as antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
  4. I understand that "**conviction**" means a finding of guilt or conviction of a public entity crime (with or without adjudication), by jury verdict, non-jury trial, or plea of guilty or *nolo contendere*, after July 1, 1989.
  5. I understand that an "**affiliate**" is:
    - A predecessor or successor of a person convicted of a public entity crime; or
    - An entity under the control of an individual active in management who has been convicted of a public entity crime.
  6. I understand that a "**person**" includes any individual or business entity legally capable of contracting with a public entity and includes officers, directors, executives, partners, shareholders, employees, members, and agents active in management.
- 

**6. Statement of Truth (Check One):**

- Neither** the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, agents, nor affiliates **has been charged with or convicted** of a public entity crime since July 1, 1989.
- The entity submitting this sworn statement, or one or more associated individuals **has been charged with and convicted** of a public entity crime since July 1, 1989.

The entity or its affiliates **was convicted** of a public entity crime but a **Final Order** from a Florida Division of Administrative Hearings proceeding found it was **not in the public interest** to list the entity. *(Attach a copy of the Final Order.)*

---

I understand that submission of this form is valid through **December 31** of the calendar year filed and is only for the public entity named in Paragraph 1. I also understand I must notify the entity before entering into a contract exceeding **Category Two threshold** per §287.017, Florida Statutes, if any information herein changes.

---

**Signature:**

---

(Signature of Authorized Representative)

Sworn to and subscribed before me this \_\_\_\_ day of \_\_\_\_\_, **20**.

**Personally Known**       **Produced Identification**

**Type of ID Produced:** \_\_\_\_\_

**Notary Public – State of:** \_\_\_\_\_

**My Commission Expires:** \_\_\_\_\_

(Seal)

**Printed Name of Notary:** \_\_\_\_\_

**DOCUMENT 00403**

**TRENCH SAFETY FORM**

*This form must be completed and signed by the Bidder. Failure to complete this form may result in the bid being declared non-responsive.*

---

Bidder acknowledges that the **Florida Trench Safety Act, Section 553.60 et. seq., Florida Statutes**, effective October 1, 1990, will be in effect during the construction period of this project. By signing and submitting this form, the Bidder certifies that trench excavations will be performed in full compliance with applicable trench safety standards.

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**Method of Compliance:**

*(Describe the specific trench safety standards and methods you will follow, such as OSHA 29 CFR Part 1926 Subpart P, trench boxes, shoring, sloping, etc.)*

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**Itemized Cost of Trench Safety Compliance:**

*(This is a specific, separate cost for complying with trench safety requirements. It must also be included in the applicable line items and Grand Total Bid Price.)*

**Total Amount: \$** \_\_\_\_\_

---

By signing below, Bidder acknowledges that this trench safety cost is included in the Proposal pricing and Grand Total Bid Price. The Bidder further understands and agrees that:

- **The Owner and Engineer are not responsible** for assessing the adequacy of the Bidder’s trench safety measures or costs.
- **The Bidder alone is responsible** for identifying all trench safety standards that apply to this project and for ensuring compliance with the Trench Safety Act (Florida Statutes § 553.60–553.64).
- **Means and methods of compliance** and all related safety precautions are at the sole discretion and liability of the Bidder.

---

## **SIGNATURES**

**Bidder Signature:** \_\_\_\_\_

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

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

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

**Witness Signature:** \_\_\_\_\_

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

**Witness Address:** \_\_\_\_\_

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

**DOCUMENT 00420**

**BIDDERS QUALIFICATION FORM**

**RIGHT OF WAY WATER SERVICE REPLACEMENTS**

**Bid Number: 2026-009**  
**City of Lauderhill, Florida**

*Please answer all questions completely. Use attachments as necessary.  
Incomplete forms may result in disqualification.*

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**1. Years in Business as a Contractor:**

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*Attach all current certifications, licenses, and endorsements.*  
**(Attachment No. 1)**

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**2. Describe the Last Project of Similar Nature You Completed:**

---

**3. Have You Ever Failed to Complete Work Awarded to You?**

Yes     No

If yes, explain where and why:

---

**4. References (Three Clients Who Can Attest to Your Performance):**

- **Name/Company:** \_\_\_\_\_  
**Contact Person:** \_\_\_\_\_  
**Phone:** \_\_\_\_\_
  
- **Name/Company:** \_\_\_\_\_  
**Contact Person:** \_\_\_\_\_  
**Phone:** \_\_\_\_\_
  
- **Name/Company:** \_\_\_\_\_  
**Contact Person:** \_\_\_\_\_  
**Phone:** \_\_\_\_\_

**5. Contracts on Hand:**

**Project Name Owner Total Contract Value Completion Date % Complete**

**(Attach additional sheets if necessary – Attachment No. 2)**

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**6. Have You Personally Inspected the Proposed Work Site?**

Yes     No

Do you have a complete plan for performance?  Yes     No

Details:

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**7. Will You Sublet Any Part of This Work?**

Yes     No

*If yes, list subcontractors in Document 00421.*

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**8. Owned Equipment Available for Work:**

(List major equipment)

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**9. Equipment to Be Purchased for This Project:**

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**10. Equipment to Be Rented for This Project:**

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**11. Attach Financial Statement and Contact Info for Clarification**

**Name of Financial Contact:** \_\_\_\_\_  
**Phone:** \_\_\_\_\_  
**(Attachment No. 3)**

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**12. Business Information:**

**Correct Legal Name of Bidder:**

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**(a) Business Type:**  Sole Proprietor  Partnership  Corporation

**(b) Principal Place of Business:**

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**(c) Names of Officers / Partners / Owners:**

- Name: \_\_\_\_\_ Title: \_\_\_\_\_  
\_\_\_\_\_
- Name: \_\_\_\_\_ Title: \_\_\_\_\_  
\_\_\_\_\_
- Name: \_\_\_\_\_ Title: \_\_\_\_\_  
\_\_\_\_\_

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**13. Current Insurance Experience Modifier (ERM):**

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**14. Current Bonding Capacity:**

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**15. Current Bonding Obligations:**

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**16. Current Bonding Rate (%):**

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The undersigned guarantees the accuracy of all information provided herein.

**Signature of Bidder:** \_\_\_\_\_

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

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

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

**DOCUMENT 00421**

**SUBCONTRACTORS LIST**

**RIGHT OF WAY WATER SERVICE REPLACEMENTS**

**Bid Number: 2026-009**

**City of Lauderhill, Florida**

*List each subcontractor proposed for the project, including the trade they will perform and the approximate dollar value of their work. Add additional sheets if necessary. Additional documentation may be requested per BID DOCUMENT 00100.*

---

<b>#</b>	<b>Subcontractor Company Name</b>	<b>Trade / Scope of Work</b>	<b>Approximate Contract Value</b>
1			
2			
3			
4			
5			

---

**NOTE:** The City of Lauderhill reserves the right to request additional information or documentation to verify subcontractor qualifications and commitments.

**Signature of Bidder:** \_\_\_\_\_

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

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

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

**DOCUMENT 00450**

**LITIGATION HISTORY FORM  
RIGHT OF WAY WATER SERVICE REPLACEMENTS**

**Bid Number: 2026-009  
City of Lauderhill, Florida**

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**1. How many years has your organization been in business as a Contractor?**

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**2. List all litigation in which your organization has been a plaintiff or defendant within the last ten (10) years. Bidders should be aware that prior litigation history could disqualify your bid. Attach additional pages if necessary.**

<b>#</b>	<b>Role (Plaintiff or Defendant)</b>	<b>Case Name / Parties Involved</b>	<b>Brief Description of Litigation</b>
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			

---

**Signature of Bidder:** \_\_\_\_\_

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

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

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

**DOCUMENT 00480**  
**NON-COLLUSIVE AFFIDAVIT**  
**RIGHT OF WAY WATER SERVICE REPLACEMENTS**  
**Bid Number: 2026-009**  
**City of Lauderhill, Florida**

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

SS.

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

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I, \_\_\_\_\_, being first duly sworn,  
depose and say that:

1. I am the

\_\_\_\_\_ )  
of

(Owner, Partner, Officer, Representative or Agent)

\_\_\_\_\_, the Bidder who has submitted the  
attached bid.

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

---

**BY:** \_\_\_\_\_  
(Signature)

**ITS:** \_\_\_\_\_  
(Title)

---

Subscribed and sworn to before me this \_\_\_\_\_ day of  
\_\_\_\_\_, 2025.

My commission expires \_\_\_\_\_

**Notary Public Signature:** \_\_\_\_\_

---

**END OF DOCUMENT**

**DOCUMENT 00490**

**DEBARMENT CERTIFICATION**

**49 CFR Part 29 – Appendix B**

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION,  
INELIGIBILITY AND VOLUNTARY EXCLUSION – LOWER TIER  
COVERED TRANSACTIONS**

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**Instructions for Certification**

1. By signing and submitting this proposal, the prospective lower tier participant certifies as set out below.
2. This certification is a material representation of fact relied upon by the Federal Government when this transaction was entered into. If the participant knowingly submits an erroneous certification, the Federal Government or originating agency may pursue remedies including suspension or debarment.
3. The participant must immediately notify the submitting person if the certification becomes erroneous due to changed circumstances.
4. Terms such as covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, principal, and voluntarily excluded are defined in rules implementing Executive Order 12549. Contact the submitting person for a copy of these regulations.
5. By submitting this proposal, the participant agrees it will not knowingly enter into any lower tier transaction with a person who is debarred, suspended, ineligible, or voluntarily excluded unless authorized by the originating department or agency.
6. This certification clause must be included without modification in all solicitations and lower tier covered transactions.
7. Participants may rely on certifications of prospective participants unless they know the certification is erroneous. Participants decide how often to verify eligibility and may check the Federal Excluded Parties List System.
8. This clause does not require establishing new record-keeping systems beyond normal business knowledge.
9. Unauthorized transactions with debarred or suspended persons may result in suspension, debarment, or other remedies.

## **CERTIFICATION**

The prospective lower tier participant certifies, by submission of this proposal, that:

1. Neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. If unable to certify to any of these statements, the prospective participant must attach an explanation to this proposal.

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**Signature / Authorized Certifying Official:**

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**Typed Name and Title:**

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**Applicant/Organization:**

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**Date Signed:**

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**DOCUMENT 00495**

**CERTIFIED RESOLUTION**

I, \_\_\_\_\_ , the duly elected Secretary  
(person's name)

of \_\_\_\_\_ , a corporation organized and  
(business name)

existing under the laws of the State of \_\_\_\_\_  
,

do hereby certify that the following Resolution was unanimously adopted and passed by a quorum of the Board of Directors of the said corporation at a meeting held in accordance with law and the by-laws of the said corporation.

**"IT IS HEREBY RESOLVED THAT**

\_\_\_\_\_  
(person's name)

The duly elected \_\_\_\_\_ of \_\_\_\_\_  
  
(title of officer)  
(business name)

is hereby authorized to execute and submit a Bid and Bid Bond, if such bond is required, to the City of Lauderhill, Florida, and such other instruments in writing as may be necessary on behalf of the said corporation; and that the Bid, Bid Bond, and other such instruments signed by him/her shall be binding upon the said corporation as its own acts and deeds. The Secretary shall certify the names and signatures of those authorized to act by the foregoing resolution.

The City of Lauderhill shall be duly protected in relying upon such certification of the Secretary and shall be indemnified and saved harmless from any and all claims, demands, expenses, loss or damage resulting from or growing out of honoring the signature of any person so certified or for refusing to honor any signature not so certified.

I further certify that the above resolution is in force and effect and has not been revised, revoked, or rescinded.

I further certify that the following are the name, titles, and official signatures of those persons authorized to act by the foregoing resolution:

**NAME**

**TITLE**

**SIGNATURE**

Given under my hand and the Seal of the said corporation this \_\_\_\_\_ day  
of \_\_\_\_\_, 2025.

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

(SEAL)

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Corporate Title

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**NOTE:**

The above is a suggested form of the type of Corporate Resolution desired. Such form need not be followed explicitly, but the Certified Resolution submitted must clearly show to the satisfaction of the City of Lauderhill that the person signing the Bid and Bid Bond for the corporation has been properly empowered by the corporation to do so, on its behalf.

**CONSTRUCTION AGREEMENT BETWEEN THE CITY OF LAUDERHILL  
AND**

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THIS AGREEMENT is made and entered into this \_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the City of Lauderhill, a municipal corporation existing under the laws of the State of Florida, (the "City") and \_\_\_\_\_, with principal offices located at \_\_\_\_\_ (the "Contractor").

**SECTION 1. CONTRACT DOCUMENTS**

The Contract Documents consist of this Agreement, Bid Document No. \_\_\_\_\_ for "\_\_\_\_\_", issued by the City of Lauderhill on \_\_\_\_\_ including all conditions therein ("Bid"), (General Terms and Conditions, Special Conditions and/or Special Provisions, Instructions to Bidder's), drawings and/or schematic plans, Technical Specifications, all addenda, the Contractor's Bid response dated \_\_\_\_\_, and all modifications issued after execution of this Agreement. These contract documents form the Agreement, and all are as fully a part of the Agreement as if attached to this Agreement or repeated therein. In the event that there is a conflict between Bid as issued by City, and the contractor's bid response, the Bid as issued by City shall take precedence over the contractor's bid response. Furthermore, in the event of a conflict between this document and any other Contract Documents, this Agreement shall prevail.

**SECTION 2. THE WORK**

- 2.1.** The Contractor shall perform all work for the City required by the contract documents as set forth below:
  - 2.1.1** Contractor shall furnish all labor, materials, and equipment necessary to complete the scope of work, as outlined in the contract documents including all Addendums, Exhibits, Attachments and Appendices.
  - 2.1.2** Contractor shall supervise the work force to ensure that all workers conduct themselves and perform their work in a safe and professional manner. Contractor shall comply with all OSHA safety rules and regulations in the operation of equipment and in the performance of the work. Contractor shall at all times have a competent English speaking field supervisor on the job site to enforce these policies and procedures at the Contractor's expense.
  - 2.1.3** Contractor shall provide the City with seventy-two (72) hours written notice prior to the beginning of work under this Agreement and prior to any schedule change with the exception of changes caused by inclement weather.
  - 2.1.4** Contractor shall comply with any and all Federal, State, and local laws and regulations now in effect, or hereinafter enacted during the term of this Agreement, which are applicable to the Contractor, its employees, agents or subcontractors, if any, with respect to the work and services described herein.

- 2.1.5** Contractor shall apply for and obtain such permits and regulatory approvals as may be required by the local municipal/county government. Permit fees by the City of Lauderhill shall be waived, all other fees shall be included as part of the Project price.

### SECTION 3. TIME OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

- 3.1** The work to be performed under this Agreement shall be commenced after City execution of the Agreement and not later than ten (10) days after the date that Contractor receives the City's Notice to Proceed. The work shall be completed within \_\_\_\_\_ Calendar days for Final Completion from issuance of City's Notice to Proceed, subject to any permitted extensions of time under the Contract Documents. The work under this Agreement shall be substantially complete (i.e. Substantial Completion) within \_\_\_\_\_ calendar days from issuance of City's Notice to Proceed.
- 3.2** During the pre-construction portion of the work hereunder, the parties agree to work diligently and in good faith in performing their obligations hereunder, so that all required permits for the construction portion of the work may be obtained in accordance with the Schedule included in the Contract Documents. In the event that any delays in the pre-construction or construction portion of the work occur, despite the diligent efforts of the parties hereto, and such delays are the result of force majeure or are otherwise outside of the control of either party hereto, then the parties shall agree on an equitable extension of the time for substantial completion hereunder and any resulting increase in general condition costs.
- 3.3** The term "Substantial Completion", as used herein, shall mean that point at which the Project is at a level of completion in strict compliance with this Agreement such that the City can enjoy beneficial use or occupancy and can use or operate it in all respects, for its intended purpose. Partial use or occupancy of the Project shall not result in the Project being deemed substantially complete, and such partial use or occupancy shall not be evidence of Substantial Completion.

### SECTION 4. CONTRACT PRICE

- 4.1** The parties expressly agree that the Contract Price, which shall not exceed the amount of \$\_\_\_\_\_, constitutes the total maximum compensation payable to the Contractor for performing the Work, plus any Work done pursuant to a Change Order. The Contract Price is in accordance with the line item unit prices listed in the Bid. Line items are based on a unit price cost multiplied by a defined quantity. Any additional duties, responsibilities and obligations assigned to or undertaken by Contractor shall be at Contractor's expense without change to the Contract Price.
- 4.2** The Contract Price constitutes the compensation payable to Contractor for performing the Work plus any Work done pursuant to a Change Order. All duties, responsibilities and obligations assigned to or undertaken by Contractor shall be at Contractor's expense without change in the Contract Price.

### SECTION 5. PAYMENT PROCEDURES

Payment, upon City approval, will be made monthly for work that has been completed, inspected and properly invoiced. A retainage of five percent (5%) will be deducted from each monthly payment through project completion, upon City review and approval. Retainage monies will be released upon satisfactory completion, final inspection and acceptance of the specific work order. Invoices must bear the bid number, project name, project number, and purchase order number. The City has up to twenty-five (25) business days to review, approve and pay all invoices after receipt of an approved application for payment. The Contractor shall invoice the City and provide a written request to the City to commence the one-year warranty period, following the completion of all work, certificates of approval, punch lists, etc., in accordance with the Contract Documents. All necessary Release of Liens and Affidavits shall be processed before the warranty period begins. All payments shall be governed by the Florida Prompt Payment Act, F.S., Part VII, Chapter 218.

## SECTION 6. INSURANCE

**6.1** Contractor shall obtain at Contractor's expense all necessary insurance in such form and amount as specified in the original bid document or as required by the City's Risk and Safety Manager before beginning work under this Agreement including, but not limited to, Workers' Compensation, Commercial General Liability, and all other insurance as required by the City, including Professional Liability when appropriate. Contractor shall maintain such insurance in full force and effect during the life of this Agreement. Contractor shall provide to the City's Risk and Safety Manager certificates of all insurances required under this section prior to beginning any work under this Agreement. The Contractor will ensure that all subcontractors comply with the above guidelines and will retain all necessary insurance in force throughout the term of this agreement.

**6.2** Contractor shall indemnify and hold the City harmless for any damages resulting from failure of the Contractor to take out and maintain such insurance. Contractor's Liability Insurance policies shall be endorsed to add the City as an additional insured. The Contractor shall be responsible for payment of all deductibles and self-insurance retentions on Contractor's Liability Insurance policies. The following are required types and minimum limits of insurance coverage, which the Contractor agrees to maintain during the term of this Agreement:

- General Liability - \$1M/\$2M
- Automobile – \$1M/\$1M
- Workers Comp – Statutory

## SECTION 7. PERFORMANCE, PAYMENT AND WARRANTY BONDS

**7.1** Within fifteen (15) calendar days after contract award, but in any event prior to commencing work, the Contractor shall execute and furnish the City a Performance Bond and Payment Bond, each written by a corporate surety, having a resident agent in the State of Florida and having been in business with a record of successful continuous operation for at least five (5) years. The surety shall hold a current certificate of authority from the Secretary of Treasury of the United States as an acceptable surety on federal bonds in accordance with United States Department of Treasury Circular No. 570.

- 7.2 The Contractor shall be required to provide acceptable, separate Performance and Payment Bonds in the amount of one hundred 100% of the bid award amount as security for the faithful project performance and payment of all the Contractor's obligations under the contract documents. The Performance Bond shall be conditioned that Contractor performs the contract in the time and manner prescribed in this Agreement. The Payment Bond shall be conditioned that the Contractor promptly make payments to all persons who supply the Contractor in the prosecution of the work provided for in this Agreement and shall provide that the surety shall pay the same in the amount not exceeding the sum provided in such bonds, together with interest at the maximum rate allowed by law and that they shall indemnify and hold harmless the City to the extent of any and all payments in connection with the carrying out of the Agreement which the City may be required to make under the law. At the completion and formal approval and acceptance of all work associated with the project, a one-year warranty period will begin. If the surety on any bond furnished by the Contractor is declared bankrupt or becomes insolvent, or its right to do business is terminated in Florida, the Contractor shall, within seven (7) calendar days thereafter, substitute another bond meeting the requirements outlined above, which must also be acceptable to the City.
- 7.3 A Warranty Bond shall be submitted to the City and come into effect for one (1) year after final payment becomes due except as otherwise provided by law or regulation or by the Contract Documents with the final sum of said Warranty bond equal to twenty five percent (25%) of the total value of the Contract price (including executed change orders), conditioned that the Contractor correct any defective or faulty work or material which appear within one (1) year after final completion of the Contract, upon notification by the City. The Warranty Bond shall cover the cost of labor as well as materials.
- 7.4 Pursuant to the requirements of Chapter 255.05(1)(b), Florida Statutes, the Contractor shall ensure that the Performance and Payment Bond or **Bonds referenced above shall be recorded in the Public records of Broward County at the Bidder's expense. Proof of recording must be submitted to the City prior to issuance of any purchase order or payment by the City.** One (1) set of original Performance and Payment Bond documents is required to be provided to the City prior to the issuance of any Notice to Proceed by the City.

## SECTION 8. REMEDIES

- 8.1 Damages: The City reserves the right to recover any ascertainable actual damages incurred as a result of the failure of the Contractor to perform in accordance with the requirements of this Agreement, or for losses sustained by the City resultant from the Contractor's failure to perform in accordance with the requirements of this Agreement, including City's right to withhold payment and/or assessment of liquidated damages.
- 8.2 Correction of Work: If, in the judgment of the City, work provided by the Contractor does not conform to the requirements of this Agreement, or if the work exhibits poor workmanship, the City reserves the right to require that the Contractor correct all deficiencies in the work to bring the work into conformance without additional cost to the City, and / or replace any personnel who fail to perform in accordance with the requirements of this Agreement. Correction of all deficiencies shall not relieve the Contractor of its duties and obligations under this agreement, in meeting

all project requirements and objectives including but not limited to achieving project milestones (Substantial and Final Completion) in accordance with the Contract Documents. The City shall be the sole judge of non-conformance and the quality of workmanship.

## SECTION 9. CHANGE ORDERS

- 9.1** All Change Orders shall include a maximum Overhead and Profit, not to exceed five percent (5%) and five percent (5%) respectively (not cumulative).
- 9.2** Without invalidating the contract, without any monetary compensation, and without notice to any surety, the City reserves and shall have the right to make increases, decreases or other changes to the work as may be considered necessary or desirable to complete the proposed construction in a satisfactory manner. The Contractor shall not start work pursuant to a change order until the change order setting forth the adjustments is approved by the City, and executed by the City and Contractor. Once the change order is so approved, the Contractor shall promptly proceed with the work.
- 9.3** The Contract Price constitutes the total compensation (subject to authorized adjustments, if applicable) payable to the Contractor for performing the work. All duties, responsibilities and obligations assigned to or undertaken by the Contractor shall be at Contractor's expense without change in the Contract Price or Time except as approved in writing by the City.
- 9.4** The Contract Price and/or Time may only be changed by a Change Order. A fully executed change order for any extra work must exist before such extra work is begun. Any claim for an increase or decrease in the Contract Price shall be based on written notice delivered by the party making the claim to the other party promptly (but in no event later than 15 calendar days) after the occurrence of the event giving rise to the claim and stating the general nature of the claim. The amount of the claim with supporting data shall be delivered (unless the City allows an additional period of time to ascertain more accurate data in support of the claim) and shall be accompanied by claimant's written statement that the amount claimed covers all known amounts to which the claimant is entitled as a result of the occurrence of said event. No claim for an adjustment in the Contract Price will be valid if not submitted in accordance with this Paragraph.
- 9.5** The Contract Time may only be changed by a Change Order. A fully executed change order must exist prior to extension of the contract time.
- 9.6** Any claim for an extension of the Contract Time shall be based on written notice delivered by the party making the claim to the other party no later than fifteen (15) calendar days after the occurrence of the event giving rise to the claim. Notice of the extent of the claim shall be delivered with supporting data and stating the general nature of the claim. Contractor hereby agrees to waive rights to recover any lost time or incurred costs from delays unless the Contractor has given the notice and the supporting data required by this Paragraph.
- 9.7** Extensions of time shall be considered and will be based solely upon the effect of delays to the work as a whole. Extensions of time shall not be granted for delays to the work, unless the Contractor can clearly demonstrate that such delays did or will, in fact, delay the progress of work as a whole. Time extensions shall not be allowed for delays to parts of the work that are not on the critical path of the project schedule. Time extensions shall not be granted until all float or contingency time,

at the time of delay, available to absorb specific delays and associated impacts is used. Extensions of time for delays due to Contractor's inability to perform work in a timely manner, failure to properly coordinate work that causes adverse impact on project schedule or negligence to properly sequence the work in a manner to meet all project obligations in accordance with the Contract Documents shall not be accepted.

- 9.8** In the event satisfactory adjustment cannot be reached by City and Contractor for any item requiring a change in the contract, and a change order has not been issued, City reserves the right at its sole option to terminate the contract as it applies to these items in question and make such arrangements as City deems necessary to complete the work. The cost borne by the City to complete the work shall be levied against the Contractor including applicable mark-up of ten (10%) for overhead and engineering costs. The cost of any work covered by a change order for an increase or decrease in contract price shall be determined by mutual acceptance of a Lump Sum Price by the City and the Contractor. If notice of any change in the contract or contract time is required to be given to a surety by the provisions of the bond, the giving of such notice shall be the Contractor's responsibility, and the amount of each applicable bond shall be adjusted accordingly. The Contractor shall furnish proof of such adjustment to the City. Failure of the Contractor to obtain such approval from the Surety may be a basis for termination of this Agreement by the City.

## SECTION 10. LIQUIDATED DAMAGES

Because of the importance of this project being finished on time, upon failure of the Contractor to complete each individual requirement within the specified and mutually agreed upon time frame (plus approved extensions, if any) the Contractor shall pay to the City the sum of **Five Hundred Dollars (\$500.00)** for each calendar day after the time specified for Substantial Completion and the project is sufficiently complete for its intended use in accordance with the Contract Documents, void of any safety concerns. In the event of a delay in completion beyond the time frame set forth in the Contract Documents for Final Completion, after Substantial completion has been obtained, liquidated damages will be assessed against the Contractor in the amount of **One Hundred Seventy-Five Dollars and Zero Cents (\$175.00)** for each calendar day beyond the time frame set in the Contract Documents until such work is completed and ready for final payment. This amount is not a penalty but liquidated damages to the City. Liquidated damages are hereby fixed and agreed upon between the parties, recognizing the impossibility of precisely ascertaining the amount of damages that will be sustained by the City because of such delay, and both parties desiring to obviate any question of dispute concerning the amount of said damages and the cost and effect of the failure of the Contractor to complete the Contract on time. The City shall have the right to deduct from and retain out moneys which may be due, or which may become due and payable to Contractor. If the amount deducted and/or retained by the City is insufficient to pay in full such liquidated damages, the Contractor shall pay in full such liquidated damages. The Contractor shall also be responsible for reimbursing the City the total of all monies paid by the City to the engineer for additional engineering, inspection and administrative services until the work is complete.

## SECTION 11. NO DAMAGES FOR DELAYS

**ALL TIME LIMITS STATED IN THE CONTRACT DOCUMENTS ARE OF THE ESSENCE OF THE AGREEMENT. EXCEPT AS PROVIDED HEREIN, NO CLAIM FOR DAMAGES OR ANY CLAIM**

**OTHER THAN FOR AN EXTENSION OF TIME SHALL BE MADE OR ASSERTED AGAINST THE CITY BY REASON OF ANY DELAYS.**

- 11.1** The Contractor shall not be entitled to an increase in the construction cost or payment or compensation of any kind from City for direct, indirect, consequential, impact or other costs, expenses or damages including, but not limited to, costs of acceleration or inefficiency, arising because of delay, disruption, interference or hindrance from any cause whatsoever, whether such delay, disruption, interference be reasonable or unreasonable, foreseeable or unforeseeable, or avoidable or unavoidable; provided, however, that this provision shall not preclude recovery of damages by the Contractor for hindrances or delays due solely to fraud, bad faith or active interference on the part of City or its agents.
- 11.2** If the Contractor is delayed at any time in the progress of the Work by an act or neglect of the City's employees, or separate contractors employed by the City, or by changes ordered in the Work, or by delay authorized by the City pending arbitration, then the Contract Time shall be reasonably extended by Change Order.
- 11.3** If the Contractor is delayed at any time in the progress of the Work by labor disputes, fire, unusual delay in deliveries, adverse weather conditions not reasonably anticipated, unavoidable casualties or other causes beyond the Contractor's control, or by other causes which the City and the Contractor agree may justify delay, then the Contract Time shall be reasonably extended by Change Order. Otherwise, Contractor shall be entitled only to extensions of the Contract Time as the sole and exclusive remedy for such resulting delay, in accordance with and to that extent specifically provided above. No extension of time shall be granted for delays resulting from normal weather conditions prevailing in the area. An extension of time will be considered for "Excusable Inclement Weather Delays" resulting in any weather condition, the duration of which varies in excess of the average conditions expected, which is unusual for the particular time and place where the Work is to be performed, or which could not have been reasonably anticipated by the Contractor, as determined by the U.S. Weather Bureau records for the preceding 3-year period. No extension of Contract Time will be allowed for any inclement weather that could be reasonably have been predicted from such weather records. Should the contractor prepare to begin work at the regular starting time at the beginning of any regular work shift on any day on which excusable inclement weather, or the conditions resulting from the weather, or the condition of the Work prevents work from beginning at the usual starting time, and the crew is dismissed as a result thereof, the Contractor will not be charged for a working day, whether or not conditions change thereafter during said day, and the major portion of the day could be considered to be suitable for such construction operations. The Contractor shall base its construction schedule upon the inclusion of the number of days of excusable inclement weather. No extension of the Contract Time due to excusable inclement weather will be considered until after the said number of days of excusable inclement weather has been reached. However, no reduction in Contract Time would be made if said number of days of excusable inclement weather is not reached.

**SECTION 12. WARRANTY**

The Contractor warrants the work against defect for a period of one (1) year from the date of City Final Acceptance of the project and approval of final payment, or later if a longer period is prescribed by law or by the terms of any applicable special guarantee required by the Contract Documents. In the event that defect occurs during the warranty period, the Contractor shall perform such steps as required to remedy the defects. The Contractor shall be responsible for

any damages caused by defect to affected area or to interior structure. The one (1) year warranty period does not begin until approval of final payment for the entire project, and the subsequent release of any Performance or Payment Bonds, which may be required by the original bid document.

### SECTION 13. WAIVER OF LIENS

Prior to final payment of Contract Sum, a final waiver of lien shall be submitted to City by Contractor from all suppliers, subcontractors, and/or Contractors who submitted a "Notice to Owner" and a Consent of Surety on behalf of any and all other suppliers and subcontractors who worked on the project that is the subject of this Agreement. Payment of the invoice and acceptance of such payment by the Contractor shall release City from all claims of liability by Contractor in connection with the agreement.

### SECTION 14. INDEMNIFICATION

- 14.1** The Contractor shall, at its sole cost and expense, indemnify and hold harmless the City, its representatives, employees and elected and appointed officials from or on account of all claims, damages, losses, liabilities and expenses, direct, indirect or consequential, including, but not limited to, fees and charges of engineers, architects, attorneys, consultants and other professionals and court costs arising out of or in consequence of the performance of this Agreement at all trial and appellate levels. Indemnification shall specifically include claims, damages, losses, liabilities and expenses arising out of or from (a) the negligent or defective design of the project and Work of this Agreement; (b) any act, omission or default of the Contractor, its subcontractors, agents, servants or employees; (c) any and all bodily injuries, sickness, disease or death; (d) injury to or destruction of tangible property, including any resulting loss of use; (e) other such damages, liabilities, or losses received or sustained by any person or persons during or on account of any operations connected with the construction of this Project including the warranty period; (f) the use of any improper materials; (g) any construction defect including both patent and latent defects; (h) failure to timely complete the work; (i) violation of any federal, state, county or City laws, ordinances or regulations by Contractor, its subcontractors, agents, servants, independent Contractors or employees; (j) the breach or alleged breach by Contractor of any term of the Agreement, including the breach or alleged breach of any warranty or guarantee.
- 14.2** The Contractor shall pay all claims, losses, liens, settlements or judgments of any nature in connection with the foregoing indemnifications including, but not limited to, reasonable attorney's fees and costs for trials and appeals.
- 14.3** Nothing contained herein is intended nor shall be construed to waive City's rights and immunities under the common law or Florida Statutes 768.28, as amended from time to time.

### SECTION 15. INDEPENDENT CONTRACTOR

This Agreement does not create an employee/employer relationship between the Parties. It is the intent of the Parties that the Contractor is an independent contractor under this Agreement and not the City's employee for any purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act,

the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Worker's Compensation Act, and the State Unemployment Insurance law. The Contractor shall retain sole and absolute discretion in the judgment of the manner and means of carrying out Contractor's activities and responsibilities hereunder provided, further that administrative procedures applicable to services rendered under this Agreement shall be those of Contractor, which policies of Contractor shall not conflict with City, State, or United States policies, rules or regulations relating to the use of Contractor's funds provided for herein. The Contractor agrees that it is a separate and independent enterprise from the City, that it had full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This Agreement shall not be construed as creating any joint employment relationship between the Contractor and the City and the City will not be liable for any obligation incurred by Contractor, including, but not limited to, unpaid minimum wages and/or overtime premiums.

## SECTION 16. NOTICES

Whenever either party desires or is required under this Agreement to give notice to any other party, it must be given by written notice either delivered in person, sent by U.S. Certified Mail, U.S. Express Mail, air or ground courier services, or by messenger service, as follows:

City:

City of Lauderhill  
5581 West Oakland Park Blvd.  
Lauderhill, FL 33313  
Attn: City Manager

With a copy to the City Attorney at the same address.

Contractor:

Name:  
Address:  
FIN/EIN:  
Contract Licensee:  
Contact:  
Email:  
Phone:  
Fax:

## SECTION 17. TERMINATION

**17.1** Termination for Convenience: This Agreement may be terminated by City for convenience, upon seven (7) days of written notice by terminating party to the other party for such termination in which event Contractor shall be paid its compensation for services performed to termination date, including services reasonably related to termination. In the event that Contractor abandons this Agreement or causes it to be terminated, Contractor shall indemnify city against loss pertaining to this termination.

**17.2** The City may also terminate this Agreement upon 15 days' notice upon the occurrence of any one or more of the following events:

**17.2.1** If the Contractor commences a voluntary case or a petition is filed against the Contractor, under any chapter of the Bankruptcy Code, or if the Contractor takes any equivalent or similar action by filing a petition or otherwise under any other federal or state law in effect at such time relating to the bankruptcy or insolvency.

**17.2.2** If the Contractor makes a general assignment for the benefit of creditors.

**17.2.3** If a trustee, receiver, custodian, or agent of the Contractor is appointed under applicable law or under Contract, whose appointment or authority to take charge of property of the Contractor is for the purpose of enforcing a lien against such property or for the purpose of general administration of such property for the benefit of the Contractor's creditors.

**17.3** Default by Contractor: In addition to all other remedies available to the City, this Agreement shall be subject to cancellation by the City for cause, should the Contractor neglect or fail to perform or observe any of the terms, provisions, conditions, or requirements herein contained, if such neglect or failure shall continue for a period of thirty (30) calendar days after receipt by the Contractor of written notice of such neglect or failure.

**17.3.1** Written notice of cancellation of this Agreement shall state the date upon which the Contractor shall cease all Work under this Contract and vacate the Project(s) site(s). The Contractor shall, upon receipt of such notice, unless otherwise directed by the City: Stop all Work on the Project(s) on the date specified in the notice (the effective date); Take such action as may be necessary for the protection and preservation of the City's materials and property; Cancel all cancelable orders for materials and equipment; Assign to the City and deliver to the site, or any other location specified by the City, any non-cancelable orders for materials and equipment that can not otherwise be used except for Work under the Contract and have been specifically fabricated for the sole purpose of the Work and not incorporated in the Work; Take no action that shall increase the amounts payable by the City under the Contract Documents and take reasonable measures to mitigate the City's liability under the Contract Documents. All charts, drawings, reports, as-builts and other documents, including electronic documents, related to Work authorized under the Contract, whether finished or not, must be turned over to the City. Failure to timely deliver the documentation shall cause to withhold any payments due without recourse by the Contractor until all documentation is delivered to the City.

## SECTION 18. AGREEMENT SUBJECT TO FUNDING

This Agreement shall remain in full force and effect only as long as the expenditures provided for in the Agreement have been appropriated by the City Commission of the City of Lauderhill in the

annual budget for each fiscal year of this Agreement and is subject to termination based on lack of funding.

## SECTION 19. VENUE

This Agreement shall be governed by the laws of the State of Florida. The venue for actions arising out of this Agreement shall be in Broward County, Florida.

## SECTION 20. SIGNATORY AUTHORITY

The Contractor shall provide the City with copies of requisite documentation evidencing that the signatory for Contractor has the authority to enter into this Agreement.

## SECTION 21. SEVERABILITY; WAIVER OF PROVISIONS

Any provision in this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or affecting validity or enforceability of such provisions in any other jurisdiction. The non-enforcement of any provision by either party shall not constitute a waiver of that provision nor shall it affect enforceability of that provision or of the remainder of this Agreement.

## SECTION 22. UNCONTROLLABLE CURCUMSTANCES

- 22.1** Neither the City nor the Contractor shall be considered to be in default of this Agreement if delays in or failure of performance shall be due to Uncontrollable Forces, the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid. The term "Uncontrollable Forces" shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the nonperforming party. It includes, but is not limited to fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, and governmental actions, such as delays in permitting due to outside agencies, which are beyond the Contractor's control.
- 22.2** Neither party shall, however, be excused from performance if nonperformance is due to forces, which are preventable, removable, or remediable, and which the nonperforming party could have, with the exercise of reasonable diligence, prevented, removed, or remedied with reasonable dispatch. The nonperforming party shall, within a reasonable time of being prevented or delayed from performance by an uncontrollable force, give written notice to the other party describing the circumstances and uncontrollable forces preventing continued performance of the obligations of this Agreement.

## SECTION 23. MERGER; AMENDMENT

This Agreement constitutes the entire Agreement between the Contractor and the City, and negotiations and oral understandings between the parties are merged herein. This Agreement can be supplemented and/or amended only by a written document executed by both the Contractor and the City.

## SECTION 24. NO CONSTRUCTION AGAINST DRAFTING PARTY

Each party to this Agreement expressly recognizes that this Agreement results from the negotiation process in which each party was represented by counsel and contributed to the drafting of this Agreement. Given this fact, no legal or other presumptions against the party drafting this Agreement concerning its construction, interpretation or otherwise accrue to the benefit of any party to the Agreement, and each party expressly waives the right to assert such a presumption in any proceedings or disputes connected with, arising out of, or involving this Agreement.

## SECTION 25. CONTINGENT FEES

The Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this Agreement.

## SECTION 26. AUDIT

The City reserves the right to audit the records of the Contractor relating in any way to the Work to be performed pursuant to this Agreement at any time during the performance and term of this Agreement and for a period of three (3) years after completion and acceptance by the City. If required by the City, the Contractor agrees to submit to an audit by an independent certified public accountant selected by the City. The Contractor shall allow the City to inspect, examine and review the records of the Contractor relating to the Project at any and all times during normal business hours during the term of this Agreement.

## SECTION 27. ASSIGNMENT AND SUBCONTRACTING

The Contractor shall not transfer or assign the performance required by this Agreement without the prior consent of the City. This Agreement, or any portion thereof, shall not be subcontracted without the prior written consent of the City.

## SECTION 28. E-VERIFY

Pursuant to Section 448.095(2), Florida Statutes, the Contractor must:

- A. Register with and use the E-Verify system to verify the work authorization status of all newly hired employees and require all subcontractors (providing services or receiving funding under this Agreement) to register with and use the E-Verify system to verify the work authorization status of all the subcontractors' newly hired employees;
- B. Secure an affidavit from all subcontractors (providing services or receiving funding under this Agreement) stating that the subcontractor does not employ, contract with, or subcontract with an "unauthorized alien" as defined in Section 448.095(1)(k), Florida Statutes;

C. Maintain copies of all subcontractor affidavits for the duration of this Agreement and provide the same to the CITY upon request;

D. Comply fully, and ensure all of its subcontractors comply fully, with Section 448.095, Florida Statutes;

E. Be aware that a violation of Section 448.09, Florida Statutes (Unauthorized aliens; employment prohibited) shall be grounds for termination of this Agreement; and,

F. Be aware that if the City terminates this Agreement under Section 448.095(2) (c), Florida Statutes, the Contractor may not be awarded a contract for at least one (1) year after the date on which the Agreement is terminated and will be liable for any additional costs incurred by the City as a result of the termination of the Agreement.

## SECTION 29. PUBLIC RECORDS

**29.1** The City is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law. Specifically, Contractor shall:

**29.1.1** Keep and maintain public records required by the City in order to perform the service.

**29.1.2** Upon request from the City, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at no cost to the City.

**29.1.3** Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Agreement and any renewals thereof if Contractor does not transfer the records to the City.

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

**29.2** During the term of this Agreement and any renewals, the Contractor shall maintain all books, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this Agreement.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE**

**CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS  
RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF  
PUBLIC RECORDS AT:**

**CITY CLERK  
5581 W. Oakland Park Blvd.  
Lauderhill, FL 33313  
(954) 730-3010  
[AANDERSON@LAUDERHILL-FL.ORG](mailto:AANDERSON@LAUDERHILL-FL.ORG)**

**SECTION 30. SCRUTINIZED COMPANIES**

- 30.1** The Contractor certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the City may immediately terminate this Agreement at its sole option if the Contractor or its subcontractors are found to have submitted a false certification; or if the Contractor, or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.
- 30.2** If this Agreement is for more than one million dollars, the Contractor certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the City may immediately terminate this Agreement at its sole option if the Contractor, its affiliates, or its subcontractors are found to have submitted a false certification; or if the Contractor, its affiliates, or its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.
- 30.3** The Contractor agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement. As provided in Subsection 287.135(8), Florida Statutes, if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

**SECTION 31. ANTI-HUMAN TRAFFICKING**

Effective July 1, 2024, Section 787.06(13), Florida Statutes, provides that "When a contract is executed, renewed, or extended between a nongovernmental entity and a governmental entity, the nongovernmental entity must provide the governmental entity with an affidavit signed by an officer or a representative of the nongovernmental entity under penalty of perjury attesting that the nongovernmental entity does not use coercion for labor or services as defined in this section." The Contractor hereby agrees to execute the affidavit, which shall be incorporated herein by reference.

## SECTION 32. FOREIGN ENTITY LAWS

Section 287.138, Florida Statutes, requires governmental entities to ensure that contractors/consultants execute an affidavit regarding foreign entities. For purposes of this section, the term "governmental entity" has the same meaning as in section 287.138(1), Florida Statutes. The Contractor hereby agrees to execute the affidavit which shall be incorporated herein by reference.

The remainder of page left blank intentionally

Signature page to follow

SAMPLE

IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective dates under each signature. City of Lauderhill, signing by and through its City Manager, and Contractor, signing by and through its President / Owner duly authorized to execute same.

**CITY OF LAUDERHILL**

\_\_\_\_\_  
Kennie Hobbs, Jr.,  
Interim City Manager

\_\_\_\_\_  
Date

ATTEST:

\_\_\_\_\_  
Andrea Anderson, MMC,  
City Clerk

Approved as to Form:

\_\_\_\_\_  
Hans Ottinot,  
Interim City Attorney

**INSERT COMPANY NAME**

\_\_\_\_\_  
Signature

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

Date \_\_\_\_\_

**DOCUMENT 00600**  
**CONSTRUCTION PAYMENT BOND**  
**RIGHT OF WAY WATER SERVICE REPLACEMENTS**  
**Bid Number: 2026-009**  
**City of Lauderhill, Florida**

---

**Parties Involved**

<b>Role</b>	<b>Name and Address</b>
Contractor	
Surety	
Owner	CITY OF LAUDERHILL 5581 W. Oakland Park Blvd, Lauderhill, FL 33313

---

**Construction Contract Details**

<b>Item</b>	<b>Description</b>
Contract Date	
Contract Amount	
Project Description	Name and Location of Work

---

**Bond Details**

<b>Item</b>	<b>Description</b>
Bond Date	(Not earlier than Construction Contract Date)
Bond Amount	
Modifications	(Specify any modifications to the Bond Form)

---

**Signatures**

<b>Role</b>	<b>Company Name (with Corp. Seal)</b>	<b>Signature Name and Title</b>
Contractor as Principal		
Surety		
Contractor as Principal		
Surety		

---

**Key Terms and Conditions Summary**

1. **Joint and Several Liability:** Contractor and Surety bind themselves, heirs, executors, successors, to Owner for contract performance.
2. **Owner's Protection:** Bond is null if Contractor promptly pays all claimants and indemnifies Owner against claims if notified timely and no Owner Default.
3. **Claimants' Protection:** Bond is null if Contractor promptly pays all claimants directly or indirectly.
4. **Surety Obligation Trigger:**
  - Claimants with direct contracts must notify Surety and Owner of claim.
  - Claimants without direct contracts must notify Contractor and Owner within 90 days of last labor/materials furnished, wait 30 days for response, then notify Surety and Owner.
5. **Notice Compliance:** Owner's notice to Contractor or Surety suffices for claim notices.
6. **Surety's Duties Upon Valid Claim:**
  - Respond within 45 days, identifying undisputed amounts and disputing others.
  - Pay undisputed amounts promptly.
7. **Bond Limit:** Surety's total liability does not exceed bond amount; payments reduce bond limit.
8. **Funds Use:** Funds owed to Contractor are dedicated to contract performance and claim satisfaction.
9. **Exclusions:** Surety not liable for obligations unrelated to contract; Owner has no obligations to claimants under bond.
10. **Waiver of Notice:** Surety waives notice of contract changes.
11. **Claim Lawsuit Limitations:** Lawsuit must be within one year of claim notice or last performance.
12. **Notice Addresses:** Notices must be sent to addresses on signature page; actual receipt governs compliance.
13. **Statutory Compliance:** Bond provisions will comply with applicable laws, overriding conflicting terms.
14. **Copy of Bond:** Contractor must provide copies upon request to potential beneficiaries.
15. **Definitions:**
  - Claimant: Party furnishing labor/materials directly or via subcontractor.
  - Construction Contract: Agreement between Owner and Contractor.

- Owner Default: Owner's failure to meet contract obligations.

---

## **Additional Contacts (For Information Only)**

<b>Role</b>	<b>Name, Address, Telephone</b>
Agent or Broker	
Owner's Representative	(Architect, Engineer, or other party)

**DOCUMENT 00601**

**CONSTRUCTION PERFORMANCE BOND  
RIGHT OF WAY WATER SERVICE REPLACEMENTS**

**Bid Number: 2026-009  
City of Lauderhill, Florida**

---

**Parties Involved**

<b>Role</b>	<b>Name and Address</b>
Contractor	(Name and Address)
Surety	(Name and Principal Place of Business)
Owner	CITY OF LAUDERHILL 5581 W. Oakland Park Blvd, Lauderhill, FL 33313

---

**Construction Contract Details**

<b>Item</b>	<b>Description</b>
Contract Date	
Contract Amount	\$
Project Description	Name and Location of Work

---

**Bond Details**

<b>Item</b>	<b>Description</b>
Bond Date	(Not earlier than Construction Contract Date)
Bond Amount	
Modifications	(Specify any modifications to the Bond Form)

---

**Signatures**

<b>Role</b>	<b>Company Name (with Corp. Seal)</b>	<b>Signature Name and Title</b>
Contractor as Principal		
Surety		
Contractor as Principal		
Surety		

---

**Key Terms and Conditions Summary**

- 1. Binding Obligation:** Contractor and Surety bind themselves jointly and severally to Owner for contract performance.

2. **No Obligation If Contract Performed:** If Contractor performs, Surety's obligations are limited to participation in conferences.
3. **Surety Obligation Trigger (if no Owner Default):**
  - Owner must notify Contractor and Surety of possible Contractor Default and request a conference within 15 days.
  - Owner must declare Contractor Default not earlier than 20 days after notice and conference attempt.
  - Owner agrees to pay Balance of Contract Price to Surety or a selected contractor.
4. **Surety's Options Upon Owner Default:**
  - 4.1. Arrange for original Contractor to complete the contract (with Owner consent).
  - 4.2. Perform and complete contract itself or via others.
  - 4.3. Obtain bids from qualified contractors, arrange new contract with Owner's consent, and pay Owner damages beyond Balance of Contract Price due to Contractor Default.
  - 4.4. Waive right to complete and either pay Owner amount owed or deny liability.
5. **Surety Default:** If Surety does not proceed promptly after notice, deemed in default; Owner entitled to remedies.
6. **Surety Liability Limits:** Obligations capped at bond amount and limited to Contractor's obligations, including correction of defective work, additional costs due to default, and liquidated or actual damages for delay.
7. **Exclusions:** Surety not liable for Contractor obligations unrelated to Construction Contract; only Owner and its successors have rights under bond.
8. **Waiver:** Surety waives notice of contract changes.
9. **Legal Proceedings:** Actions must be brought within 2 years of Contractor Default, last work, or Surety refusal to perform.
10. **Notice:** Must be sent to addresses on signature page; actual receipt governs.
11. **Statutory Compliance:** Bond terms conform to applicable law overriding conflicting provisions.
12. **Definitions:**
  - Balance of Contract Price: Total payable after adjustments and reductions for payments or claims.
  - Construction Contract: Agreement between Owner and Contractor including all documents and changes.
  - Contractor Default: Contractor's failure to perform or comply with contract terms.

- Owner Default: Owner's failure to perform or pay as required.

---

## **Additional Contacts (For Information Only)**

<b>Role</b>	<b>Name, Address, Telephone</b>
Agent or Broker	
Owner's Representative	(Architect, Engineer, or other party)

**DOCUMENT 00650**

**ACKNOWLEDGEMENT OF CONFORMANCE WITH O.S.H.A. STANDARDS**

---

**TO:**

**THE CITY OF LAUDERHILL**

---

**Contractor Acknowledgement:**

We, \_\_\_\_\_,  
(hereinafter referred to as "Contractor")

hereby acknowledge and agree that if chosen as contractors for:

**BID NUMBER: 2026-009**

we have the sole responsibility for compliance with all the requirements of the **Federal Occupational Safety and Health Act of 1970**, along with all State and Local Safety and Health regulations.

Furthermore, we agree to indemnify and hold harmless the City of Lauderhill and its consultants against any and all legal liability or loss the City or the Engineer may incur due to our failure to comply with such Act.

---

**Signatures:**

<b>Role</b>	<b>Signature</b>	<b>Name/Title</b>	<b>Date</b>
-------------	------------------	-------------------	-------------

ATTEST

CONTRACTOR

## SECTION 00700

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 Law.

# STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

Prepared by

**ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE**

and

Issued and Published Jointly By

PROFESSIONAL ENGINEERS IN PRIVATE PRACTICE  
*a practice division of the*  
NATIONAL SOCIETY OF PROFESSIONAL ENGINEERS

---

AMERICAN CONSULTING ENGINEERS COUNCIL

---

AMERICAN SOCIETY OF CIVIL ENGINEERS

This document has been approved and endorsed by

The Associated General Contractors of America

Construction Specifications Institute

These General Conditions have been prepared for use with the Owner-Contractor Agreements (No. 1910-8-A-1 or 1910-8-A-2) (1996 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 EJCDC User's Guide (No. 1910-50). For guidance in the preparation of Supplementary Conditions, see Guide to the Preparation of Supplementary Conditions (No. 1910-17) (1996 Edition).

EJCDC No. 1910-8 (1996 Edition)

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1420 King Street, Alexandria, VA 22314

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

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

## TABLE OF CONTENTS

	<u>Page</u>
SECTION 00700	1
ARTICLE 1 - DEFINITIONS AND TERMINOLOGY	6
1.01 <i>Defined Terms</i>	6
1.02 <i>Terminology</i>	9
ARTICLE 2 - PRELIMINARY MATTERS	10
2.01 <i>Delivery of Bonds</i>	10
2.02 <i>Copies of Documents</i>	10
2.03 <i>Commencement of Contract Times; Notice to Proceed</i>	10
2.04 <i>Starting the Work</i>	10
2.05 <i>Before Starting Construction</i>	10
2.06 <i>Preconstruction Conference</i>	11
2.07 <i>Initial Acceptance of Schedules</i>	11
ARTICLE 3 - CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE	12
3.01 <i>Intent</i>	12
3.02 <i>Reference Standards</i>	12
3.03 <i>Reporting and Resolving Discrepancies</i>	12
3.04 <i>Amending and Supplementing Contract Documents</i>	13
3.05 <i>Reuse of Documents</i>	13
ARTICLE 4 - AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; REFERENCE POINTS	13
4.01 <i>Availability of Lands</i>	13
4.02 <i>Subsurface and Physical Conditions</i>	14
4.03 <i>Differing Subsurface or Physical Conditions</i>	14
4.04 <i>Underground Facilities</i>	15
4.05 <i>Reference Points</i>	16
4.06 <i>Hazardous Environmental Condition at Site</i>	16
ARTICLE 5 - BONDS AND INSURANCE	18
5.01 <i>Performance, Payment, and Other Bonds</i>	18
5.02 <i>Licensed Sureties and Insurers</i>	19
5.03 <i>Certificates of Insurance</i>	19
5.04 <i>CONTRACTOR's Liability Insurance</i>	19
5.05 <i>OWNER's Liability Insurance</i>	20
5.06 <i>Property Insurance</i>	20
5.07 <i>Waiver of Rights</i>	21
5.08 <i>Receipt and Application of Insurance Proceeds</i>	22
5.09 <i>Acceptance of Bonds and Insurance; Option to Replace</i>	23
5.10 <i>Partial Utilization, Acknowledgment of Property Insurer</i>	23
ARTICLE 6 - CONTRACTOR'S RESPONSIBILITIES	23
6.01 <i>Supervision and Superintendence</i>	23
6.02 <i>Labor; Working Hours</i>	23
6.03 <i>Services, Materials, and Equipment</i>	24
6.04 <i>Progress Schedule</i>	24
6.05 <i>Substitutes and "Or-Equals"</i>	24

6.07	<i>Patent Fees and Royalties</i>	27
6.08	<i>Permits</i>	28
6.09	<i>Laws and Regulations</i>	28
6.10	<i>Taxes</i>	28
6.11	<i>Use of Site and Other Areas</i>	28
6.13	<i>Safety and Protection</i>	29
6.14	<i>Safety Representative</i>	30
6.15	<i>Hazard Communication Programs</i>	30
6.16	<i>Emergencies</i>	30
6.17	<i>Shop Drawings and Samples</i>	30
6.18	<i>Continuing the Work</i>	32
6.19	<i>CONTRACTOR's General Warranty and Guarantee</i>	32
6.20	<i>Indemnification</i>	32
ARTICLE 7 - OTHER WORK		33
7.01	<i>Related Work at Site</i>	33
7.02	<i>Coordination</i>	34
ARTICLE 8 - OWNER'S RESPONSIBILITIES		34
8.01	<i>Communications to Contractor</i>	34
8.02	<i>Replacement of ENGINEER</i>	34
8.03	<i>Furnish Data</i>	34
8.04	<i>Pay Promptly When Due</i>	34
8.05	<i>Lands and Easements; Reports and Tests</i>	34
8.06	<i>Insurance</i>	35
8.07	<i>Change Orders</i>	35
8.08	<i>Inspections, Tests, and Approvals</i>	35
8.09	<i>Limitations on OWNER's Responsibilities</i>	35
8.10	<i>Undisclosed Hazardous Environmental Condition</i>	35
8.11	<i>Evidence of Financial Arrangements</i>	35
ARTICLE 9 - ENGINEER'S STATUS DURING CONSTRUCTION		35
9.01	<i>OWNER'S Representative</i>	35
9.02	<i>Visits to Site</i>	35
9.03	<i>Project Representative</i>	36
9.04	<i>Clarifications and Interpretations</i>	36
9.05	<i>Authorized Variations in Work</i>	36
9.06	<i>Rejecting Defective Work</i>	36
9.07	<i>Shop Drawings, Change Orders and Payments</i>	36
9.09	<i>Decisions on Requirements of Contract Documents and Acceptability of Work</i>	37
9.10	<i>Limitations on ENGINEER's Authority and Responsibilities</i>	37
ARTICLE 10 - CHANGES IN THE WORK; CLAIMS		38
10.01	<i>Authorized Changes in the Work</i>	38
10.02	<i>Unauthorized Changes in the Work</i>	38
10.03	<i>Execution of Change Orders</i>	38
10.04	<i>Notification to Surety</i>	38
10.05	<i>Claims and Disputes</i>	39
ARTICLE 11 - COST OF THE WORK; CASH ALLOWANCES; UNIT PRICE WORK		39
11.01	<i>Cost of the Work</i>	39
11.02	<i>Cash Allowances</i>	42
11.03	<i>Unit Price Work</i>	42

ARTICLE 12 - CHANGE OF CONTRACT PRICE; CHANGE OF CONTRACT TIMES	43
12.01 <i>Change of Contract Price</i>	43
12.02 <i>Change of Contract Times</i>	44
12.03 <i>Delays Beyond CONTRACTOR's Control</i>	44
12.04 <i>Delays Within CONTRACTOR's Control</i>	44
12.06 <i>Delay Damages</i>	44
 ARTICLE 13 - TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK	 45
13.01 <i>Notice of Defects</i>	45
13.02 <i>Access to Work</i>	45
13.03 <i>Tests and Inspections</i>	45
13.04 <i>Uncovering Work</i>	46
13.05 <i>OWNER May Stop the Work</i>	46
13.06 <i>Correction or Removal of Defective Work</i>	46
13.07 <i>Correction Period</i>	46
13.08 <i>Acceptance of Defective Work</i>	47
13.09 <i>OWNER May Correct Defective Work</i>	47
 ARTICLE 14 - PAYMENTS TO CONTRACTOR AND COMPLETION	 48
14.01 <i>Schedule of Values</i>	48
14.02 <i>Progress Payments</i>	48
14.03 <i>CONTRACTOR's Warranty of Title</i>	50
14.04 <i>Substantial Completion</i>	51
14.05 <i>Partial Utilization</i>	51
14.06 <i>Final Inspection</i>	52
14.07 <i>Final Payment</i>	52
14.09 <i>Waiver of Claims</i>	53
 ARTICLE 15 - SUSPENSION OF WORK AND TERMINATION	 53
15.01 <i>OWNER May Suspend Work</i>	53
15.02 <i>OWNER May Terminate for Cause</i>	54
15.03 <i>OWNER May Terminate For Convenience</i>	54
15.04 <i>CONTRACTOR May Stop Work or Terminate</i>	55
 ARTICLE 16 - DISPUTE RESOLUTION	 55
16.01 <i>Methods and Procedures</i>	55
 ARTICLE 17 - MISCELLANEOUS	 55
17.01 <i>Giving Notice</i>	55
17.02 <i>Computation of Times</i>	55
17.03 <i>Cumulative Remedies</i>	55
17.04 <i>Survival of Obligations</i>	56
17.05 <i>Controlling Law</i>	56

## GENERAL CONDITIONS

### ARTICLE 1 - DEFINITIONS AND TERMINOLOGY

#### 1.01 *Defined Terms*

A. Wherever used in the Contract Documents and printed with initial or all capital letters, the terms listed below will have the meanings indicated which are applicable to both the singular and plural thereof.

1. *Addenda*--Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the 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. *Bidding Documents*--The Bidding Requirements and the proposed Contract Documents (including all Addenda issued prior to receipt of Bids).

7. *Bidding Requirements*--The Advertisement or Invitation to Bid, Instructions

to Bidders, Bid security form, if any, and the Bid form with any supplements.

8. *Bonds*--Performance and payment bonds and other instruments of security.

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*--The Contract Documents establish the rights and obligations of the parties and include the Agreement, Addenda (which pertain to the Contract Documents), CONTRACTOR's Bid (including documentation accompanying the Bid and any post Bid documentation submitted prior to the Notice of Award) when attached as an exhibit to the Agreement, the Notice to Proceed, the Bonds, these General Conditions, the Supplementary Conditions, the Specifications and the Drawings as the same are more specifically identified in the Agreement, together with all Written Amendments, Change Orders, Work Change Directives, Field Orders, and ENGINEER's written interpretations and clarifications issued on or after the Effective Date of the Agreement. Approved Shop Drawings and the reports and drawings of subsurface and physical conditions

are not Contract Documents. Only printed or hard copies of the items listed in this paragraph are Contract Documents. Files in electronic media format of text, data, graphics, and the like that may be furnished by OWNER to CONTRACTOR 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 Substantial Completion; and (ii) 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.A 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. *ENGINEER's Consultant*--An individual or entity having a contract with ENGINEER to furnish services as ENGINEER's independent professional associate or consultant

with respect to the Project and who is identified as such in the Supplementary Conditions.

21. *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.

22. *General Requirements*--Sections of Division 1 of the Specifications. The General Requirements pertain to all sections of the Specifications.

23. *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 in connection with the Work.

24. *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.

25. *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.

26. *Liens*--Charges, security interests, or encumbrances upon Project funds, real property, or personal property.

27. *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.

28. *Notice of Award*--The written notice by OWNER to the apparent successful bidder stating that upon timely compliance by the apparent successful bidder with the conditions precedent listed therein, OWNER will sign and deliver the Agreement.

29. *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.

30. *OWNER*--The individual, entity, public body, or authority with whom CONTRACTOR has entered into the Agreement and for whom the Work is to be performed.

31. *Partial Utilization*--Use by OWNER of a substantially completed part of the Work for the purpose for which it is intended (or a related purpose) prior to Substantial Completion of all the Work.

32. *PCBs*--Polychlorinated biphenyls.

33. *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.

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

35. *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.

36. *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.

37. *Resident Project Representative*--The authorized representative of ENGINEER

who may be assigned to the Site or any part thereof.

38. *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.

39. *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.

40. *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.

41. *Specifications*--That part of the Contract Documents consisting of written technical descriptions of materials, equipment, systems, standards, and workmanship as applied to the Work and certain administrative details applicable thereto.

42. *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.

43. *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.

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

45. *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 any Subcontractor.

46. *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.

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

48. *Work*--The entire completed 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.

49. *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.

50. *Written Amendment*--A written statement modifying the Contract Documents, signed by OWNER and CONTRACTOR on or after the Effective Date of the Agreement and normally dealing with the non-engineering or nontechnical rather than strictly construction-related aspects of the Contract Documents.

## 1.02 Terminology

### A. Intent of Certain Terms or Adjectives

1. Whenever in the Contract Documents the terms “as allowed,” “as approved,” or terms of like effect or import are used, or 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 action or determination will be solely to evaluate, in general, the completed Work for compliance with the requirements of and information in the Contract Documents and conformance with the design concept of the completed 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 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 9.10 or any other provision of the Contract Documents.

### B. Day

1. The word “day” shall constitute a calendar day of 24 hours measured from midnight to the next midnight.

### C. Defective

1. The word “defective,” when modifying the word “Work,” refers to Work that is unsatisfactory, faulty, or deficient in that it does not conform to the Contract Documents or does not meet the requirements of any inspection, reference standard, test, or approval referred to in the Contract Documents, or has been damaged prior to ENGINEER’s recommendation of final payment (unless responsibility for the protection thereof has been assumed by OWNER at Substantial Completion in accordance with paragraph 14.04 or 14.05).

*D. Furnish, Install, Perform, Provide*

1. The word “furnish,” when used in connection with services, materials, or equipment, shall mean to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.

2. The word “install,” when used in connection with services, materials, or equipment, shall mean to put into use or place in final position said services, materials, or equipment complete and ready for intended use.

3. The words “perform” or “provide,” when used in connection with services, materials, or equipment, shall mean to furnish and install said services, materials, or equipment complete and ready for intended use.

4. 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.

E. Unless stated otherwise in the Contract Documents, words or phrases which have a well-

known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

ARTICLE 2 - PRELIMINARY MATTERS

*2.01 Delivery of Bonds*

A. When CONTRACTOR delivers the executed Agreements to OWNER, CONTRACTOR shall also deliver to OWNER such Bonds as CONTRACTOR may be required to furnish.

*2.02 Copies of Documents*

A. OWNER shall furnish to CONTRACTOR up to ten copies of the Contract Documents. 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. *CONTRACTOR’s Review of Contract Documents:* Before undertaking each part of the

Work, CONTRACTOR shall carefully study and compare the Contract Documents and check and verify pertinent figures therein and all applicable field measurements. CONTRACTOR shall promptly report in writing to ENGINEER any conflict, error, ambiguity, or discrepancy which CONTRACTOR may discover and shall obtain a written interpretation or clarification from ENGINEER before proceeding with any Work affected thereby; however, CONTRACTOR shall not be liable to OWNER or ENGINEER for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless CONTRACTOR knew or reasonably should have known thereof.

B. *Preliminary Schedules:* Within ten days after the Effective Date of the Agreement (unless otherwise specified in the General Requirements), CONTRACTOR shall submit to ENGINEER for its 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 Shop Drawing and Sample submittals which will list each required submittal and the times for submitting, reviewing, and processing such submittal; 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 subdivide 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.

C. *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.

## 2.06 *Preconstruction Conference*

A. Within 20 days after the Contract Times start to run, but before any Work at the Site is started, a conference attended by 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.B, procedures for handling Shop Drawings and other submittals, processing Applications for Payment, and maintaining required records.

## 2.07 *Initial Acceptance of Schedules*

A. Unless otherwise provided in the Contract Documents, at least ten days before submission of the first Application for Payment a conference attended by CONTRACTOR, ENGINEER, and others as appropriate will be held to review for acceptability to ENGINEER as provided below the schedules submitted in accordance with paragraph 2.05.B. CONTRACTOR shall have an additional ten 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 any specified Milestones and the Contract Times. Such acceptance will not impose on ENGINEER responsibility for the progress schedule, for sequencing, scheduling, or progress of the Work nor interfere with or relieve CONTRACTOR

from CONTRACTOR's full responsibility therefor.

2. CONTRACTOR's schedule of Shop Drawing and Sample 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 called for by one is as binding as if called for 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 may reasonably be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the intended 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, nor shall any such provision or instruction be effective to assign to OWNER, ENGINEER, or any of ENGINEER's Consultants, agents, or employees 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. 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 any provision of any Law or Regulation applicable to the performance of the Work or of any standard, specification, manual or code, or of any instruction of any Supplier, CONTRACTOR shall report it to ENGINEER in writing at once. 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; provided, however, that CONTRACTOR shall not be liable to OWNER or ENGINEER for failure to report any such conflict, error, ambiguity, or discrepancy unless CONTRACTOR knew or reasonably should have known 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, code, or instruction (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 in one or more of the following ways: (i) a Written Amendment; (ii) a Change Order; or (iii) 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: (i) a Field Order; (ii) ENGINEER's approval of a Shop Drawing or Sample; or (iii)

ENGINEER's written interpretation or clarification.

*3.05 Reuse of Documents*

A. CONTRACTOR and any Subcontractor or Supplier or other individual or entity performing or furnishing any of the Work under a direct or indirect contract with OWNER: (i) shall not 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 ENGINEER's Consultant, including electronic media editions; and (ii) shall not reuse any of 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 adaption by ENGINEER. This prohibition will survive final payment, completion, and acceptance of the Work, or termination or completion of the Contract. Nothing herein shall preclude CONTRACTOR from retaining copies of the Contract Documents for record purposes.

ARTICLE 4 - AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL 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, CONTRACTOR may make a Claim therefor 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 of explorations and tests of subsurface conditions at or contiguous to the Site that ENGINEER has used in preparing the Contract Documents; and

2. those drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) that ENGINEER has used in preparing the Contract Documents.

B. *Limited Reliance by CONTRACTOR on Technical Data Authorized:* CONTRACTOR may rely upon the general 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, ENGINEER, or any of ENGINEER's Consultants 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 at or contiguous to the Site 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;

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 9.08 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 in respect of 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 within the time and 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 therefor as provided in paragraph 10.05. However, OWNER, ENGINEER, and ENGINEER's Consultants 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.

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; 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 of 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 therefor 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:* Reference is made to the Supplementary Conditions for the identification of those reports and drawings relating to a Hazardous Environmental Condition identified at the Site, if any, that have been utilized by the ENGINEER in the preparation of the Contract Documents.

B. *Limited Reliance by CONTRACTOR on Technical Data Authorized:* CONTRACTOR may rely upon the general 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, ENGINEER or any of ENGINEER’s Consultants 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 that has an interpretation of or conclusion drawn from any “technical data” or any such other data, analysis, 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 CON-

TRACTOR, 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); 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.

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 to CONTRACTOR written notice: (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 therefor 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 therefor 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, ENGINEER, ENGINEER's Consultants and the officers, directors, partners, employees, agents, other 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.E 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, ENGINEER, ENGINEER's Consultants, and the officers, directors, partners, employees, agents, other 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.F 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 are not intended to 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 CONTRACTOR's obligations under the Contract Documents. These Bonds shall remain in effect at least until one year after the date when final payment becomes due, except as 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 current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. All Bonds signed by an agent must be accompanied by a certified copy of such agent's authority to act.

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 within 20 days thereafter substitute 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's 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 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. OWNER shall deliver to CONTRACTOR, with copies to each additional insured 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.

## 5.04 *CONTRACTOR's Liability Insurance*

A. CONTRACTOR shall purchase and maintain such liability and other 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: (i) by any person as a result of an offense directly or indirectly related to the employment of such person by CONTRACTOR, or (ii) 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 therefrom; 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 so required by this paragraph 5.04 to be purchased and maintained shall:

1. with respect to insurance required by paragraphs 5.04.A.3 through 5.04.A.6 inclusive, include as additional insured's (subject to any customary exclusion in respect of professional liability) OWNER, ENGINEER, ENGINEER's Consultants, and any other individuals or entities identified in the Supplementary Conditions, all of whom shall be listed as additional insured's, and include coverage for the respective officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of all such additional insured's, and the

insurance afforded to these additional insured's shall provide primary coverage for all claims covered thereby;

2. include at least the specific coverage's 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 completed operations insurance;

4. include contractual liability insurance covering CONTRACTOR's indemnity obligations under paragraphs 6.07, 6.11, and 6.20;

5. contain a provision or endorsement that the coverage afforded will not be canceled, materially changed or renewal refused until at least thirty 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);

6. 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

7. with respect to completed operations insurance, and any insurance coverage written on a claims-made basis, remain in effect for at least two years after final payment (and 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, ENGINEER, ENGINEER's Consultants, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as an 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 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, and such other perils or causes of loss as may be specifi-

cally 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 additional insured to whom a certificate of insurance has been issued.

B. OWNER shall purchase and maintain such boiler and machinery insurance or additional property insurance as may be required by the Supplementary Conditions or Laws and Regulations which will include the interests of OWNER, CONTRACTOR, Subcontractors, ENGINEER, ENGINEER's Consultants, and any other individuals 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.

C. All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained in accordance with 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 additional insured 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 paragraph 5.06, OWNER shall, if possible, include such insurance, and the cost thereof will be charged to CONTRACTOR by appropriate Change Order or Written Amendment. Prior to commencement of the Work at the Site, OWNER shall in writing advise CONTRACTOR whether or not such other insurance has been procured by OWNER.

### *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, ENGINEER, ENGINEER's Consultants, and all other individuals or entities identified in the Supplementary Conditions to be listed as insured's or additional insured's (and the officers, directors, partners, employees, agents, and other 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 insured's or additional insured's thereunder. OWNER and CONTRACTOR waive all rights against each other and their respective officers, directors, partners, employees, agents, and other 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, ENGINEER, ENGINEER's Consultants, and all other individuals or entities identified in the Supplementary Conditions to be listed as insured's or additional insured's (and the officers, directors, partners, employees, agents, and other 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, ENGINEER, ENGINEER's Consultants, and the officers, directors, partners, employees, agents, and other 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 peril 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, ENGINEER, or ENGINEER's Consultants and the officers, directors, partners, employees, agents, and other 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 insured's, 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 or Written Amendment.

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 2.05.C. OWNER and CONTRACTOR shall each provide to the other such additional information in respect of insurance provided as the other may reasonably request. If both parties does not purchase or maintain all of the Bonds and 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 RE-  
SPONSIBILITIES

*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, but 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. CONTRACTOR shall be responsible to see that the completed Work complies accurately with the Contract Documents.

B. At all times during the progress of the Work, CONTRACTOR shall assign a competent resident superintendent thereto who shall not be replaced without written notice to OWNER and ENGINEER except under extraordinary circumstances. The superintendent will be CONTRACTOR's representative at the Site and shall have authority to act on behalf of CONTRACTOR. All communications given to or received from the superintendent shall be binding on CONTRACTOR.

*6.02 Labor; Working Hours*

A. CONTRACTOR shall provide competent, suitably qualified personnel to survey, layout, and construct the Work 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, and CONTRACTOR will not permit overtime work or the performance of Work on 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 General Requirements, 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 warranties and guarantees specifically called for 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. 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 (or Milestones). Such adjustments will conform generally to the progress schedule then in effect and additionally will comply with any provisions of the General Requirements applicable thereto.

2. Proposed adjustments in the progress schedule that will change the Contract Times (or Milestones) shall be submitted in accordance with the requirements of Article 12. Such adjustments may only be made by a Change Order or Written Amendment in accordance with Article 12.

### 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: (i) it is at least equal in quality, durability, appearance, strength, and design characteristics; (ii) it will reliably perform at least equally well the function imposed by the design concept of the completed Project as a functioning whole, and;

b. CONTRACTOR certifies that: (i) there is no increase in cost to the OWNER; and (ii) it will conform substantially, even with deviations, 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 that the item of material or equipment proposed is essentially equivalent to that named and an acceptable substitute therefor. Requests for review of proposed substitute items of material or equipment will not be accepted by ENGINEER from anyone other than CONTRACTOR.

c. The procedure for review by ENGINEER will be as set forth in paragraph 6.05.A.2.d, as supplemented in the General Requirements and as ENGINEER may decide is appropriate under the circumstances.

d. CONTRACTOR shall first 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 shall certify that the proposed substitute item will perform adequately the functions and achieve the results called for by the general design, be similar in substance to that specified, and be suited to the same use as that specified. The application will state the extent, if any, to which the use of the proposed substitute item will prejudice CONTRACTOR's achievement of Substantial Completion on time, whether or not 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 work on the Project) to adapt the design to the proposed substitute item and whether or not incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty. All variations of the proposed substitute item from that specified will be identified in the application, and available engineering, sales, maintenance, repair, and replacement services will be indicated. The application will also 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, all of which will be considered by ENGINEER in evaluating the proposed substitute item. ENGINEER may require CONTRACTOR to furnish additional data about the proposed substitute item.

*B. Substitute Construction Methods or Procedures:* If a specific means, method, technique, sequence, or procedure of construction

is shown or indicated in and 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 procedure for review by ENGINEER will be similar to that provided in subparagraph 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 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 either a Change Order for a substitute or 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 time required by ENGINEER and ENGINEER's Consultants in evaluating substitute proposed or submitted by CONTRACTOR pursuant to paragraphs 6.05.A.2 and 6.05.B and in making changes in the Contract Documents (or in the provisions of any other direct contract with OWNER for work on the Project) occasioned thereby. Whether or not ENGINEER approves a substitute item so proposed or submitted by CONTRACTOR, CONTRACTOR shall reimburse OWNER for the charges of ENGINEER and ENGINEER's Consultants for evaluating each such 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 or Written Amendment signed. 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 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 shall it create any obligation on the part of OWNER or ENGINEER to pay or to see to the payment of any moneys due any such Subcontractor, Supplier, or other 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 an additional insured 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, ENGINEER's Consultants, and all other individuals or entities identified in the Supplementary Conditions to be listed as insured's or additional insured's (and the officers, directors, partners, employees, agents, and other 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. To the fullest extent permitted by Laws and Regulations, CONTRACTOR shall indemnify and hold harmless OWNER, ENGINEER, ENGINEER's Consultants, and the officers, directors, partners, employees or agents, and other consultants 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. CONTRACTOR shall pay all charges of utility owners for connections to the Work, and OWNER shall pay all charges of such utility owners for capital costs related thereto, such as plant investment fees.

### 6.09 *Laws and Regulations*

A. CONTRACTOR shall give all notices and 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 primary 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 may 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 therefor 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, ENGINEER, ENGINEER's Consultant, and the officers, directors, partners, employees, agents, and other consultants 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 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, Written Amendments, 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. 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. 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 ENGINEER's Consultant, 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). 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 to ENGINEER for review and approval in accordance with the acceptable schedule of Shop Drawings and Sample submittals. All submittals will be identified as ENGINEER may require and in the number of copies specified in the General Requirements. The data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to 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.E.

B. CONTRACTOR shall also submit Samples to ENGINEER for review and approval in accordance with the acceptable schedule of Shop Drawings and Sample submittals. Each Sample will be identified clearly as to material, Supplier, pertinent data such as catalog numbers, and the use for which intended and otherwise as ENGINEER may require enabling ENGINEER to review the submittal for the limited purposes required by paragraph 6.17.E. The numbers of each Sample to be submitted will be as specified in the Specifications.

C. Where a Shop Drawing or Sample is required by the Contract Documents or the schedule of Shop Drawings and Sample submittals acceptable to ENGINEER as required by paragraph 2.07, 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.

D. *Submittal Procedures*

1. Before submitting each Shop Drawing or Sample, CONTRACTOR shall have determined and verified:

a. all field measurements, quantities, dimensions, specified performance criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto;

b. all materials with respect to intended use, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work;

c. all information relative to means, methods, techniques, sequences, and procedures of construction and safety precautions and programs incident thereto; and

d. CONTRACTOR shall also have 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.

2. Each submittal shall bear a stamp or specific written indication that CONTRACTOR has satisfied CONTRACTOR's obligations under the Contract Documents with respect to CONTRACTOR's review and approval of that submittal.

3. At the time of each submittal, CONTRACTOR shall give ENGINEER specific written notice of such variations, if any, that the Shop Drawing or Sample submitted may have from the requirements of the Contract Documents, such notice to be in a written communication separate from the submittal; and, in addition, shall cause a specific notation to be made on each Shop Drawing and Sample submitted to ENGINEER for review and approval of each such variation.

E. *ENGINEER's Review*

1. ENGINEER will timely review and approve Shop Drawings and Samples in accordance with the schedule of Shop Drawings and Sample 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 of Shop Drawings or Samples shall not relieve CONTRACTOR from responsibility for any variation from the requirements of the Contract Documents unless CONTRACTOR has in writing called ENGINEER's attention to each such variation at the time of each

submittal as required by paragraph 6.17.D.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 approval; nor will any approval by ENGINEER relieve CONTRACTOR from responsibility for complying with the requirements of paragraph 6.17.D.1.

F. *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, ENGINEER, and ENGINEER's Consultants that all Work will be in accordance with the Contract Documents and will not be defective. 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.

B. 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 acceptance by OWNER or any failure to do so;

6. any review and approval of a Shop Drawing or Sample submittal or the issuance of a notice of acceptability by ENGINEER;

7. any inspection, test, or approval by others; or

8. any correction of defective Work by OWNER.

6.20 *Indemnification*

A. To the fullest extent permitted by Laws and Regulations, CONTRACTOR shall indemnify and hold harmless OWNER, ENGINEER, ENGINEER's Consultants, and the officers,

directors, partners, employees, agents, and other 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:

1. is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom; and

2. is caused in whole or in part 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, regardless of whether or not caused in part by any negligence or omission of an individual or entity indemnified hereunder or whether liability is imposed upon such indemnified party by Laws and Regulations regardless of the negligence of any such individual or entity.

B. In any and all claims against OWNER or ENGINEER or any of their respective consultants, agents, officers, directors, partners, or employees 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 Consultants or to the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them 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.

## ARTICLE 7 - OTHER WORK

### *7.01 Related Work at Site*

A. OWNER may perform other work related to the Project at the Site by OWNER's employees, or let other direct contracts therefor, 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 therefor as provided in paragraph 10.05.

B. CONTRACTOR shall afford each other contractor who is a party to such a direct contract and each utility owner (and OWNER, if OWNER is performing the other work with OWNER's employees) proper and safe access to the Site and a reasonable opportunity for the

introduction and storage of materials and equipment and the execution of such other work and shall properly coordinate the Work with theirs. Unless otherwise provided in the Contract Documents, 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 their work and will only cut or alter their work with the written consent of ENGINEER and the others whose work will be affected. The duties and responsibilities of CONTRACTOR under this paragraph are for the benefit of such utility owners and other contractors to the extent that there are comparable provisions for the benefit of CONTRACTOR in said direct contracts between OWNER and such utility owners and other contractors.

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 that 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.

## 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 Promptly When Due

A. OWNER shall make payments to CONTRACTOR promptly 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 in respect of 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 in or relating to existing surface or subsurface structures at or contiguous to the Site that have been utilized by ENGINEER in preparing the Contract Documents.

#### *8.06 Insurance*

A. OWNER's responsibilities, if any, in 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 in 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. If and to the extent OWNER has agreed to furnish CONTRACTOR reasonable evidence that financial arrangements have been made to satisfy OWNER's obligations under the Contract Documents, OWNER's responsibility in respect thereof will be as set forth in the Supplementary Conditions.

### 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 and will not be changed without written consent of OWNER and ENGINEER.

#### *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 9.10, and 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 responsibilities and authority and limitations thereon of any such Resident Project Representative and assistants will be as provided in paragraph 9.10 and in the Supplementary Conditions. 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 Clarifications and Interpretations*

A. ENGINEER will issue with reasonable promptness such written clarifications or interpretations of the requirements of the Contract Documents as ENGINEER may determine necessary, which shall be consistent with the intent of and reasonably inferable from the Contract Documents. Such written clarifications and interpretations will be binding on OWNER and CONTRACTOR. 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, that should be allowed as a result of a written clarification or interpretation, a Claim may be made therefor as provided in paragraph 10.05.

### *9.05 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 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, as a result of a Field Order, a Claim may be made therefor as provided in paragraph 10.05.

### *9.06 Rejecting Defective Work*

A. ENGINEER will have authority to disapprove or 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.

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

A. In connection with ENGINEER's authority as to Shop Drawings and Samples, see paragraph 6.17.

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

C. In connection with ENGINEER's authority as to Applications for Payment, see Article 14.

#### 9.08 *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.

#### 9.09 *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 thereunder. Claims, disputes and other matters relating to the acceptability of the Work, the quantities and classifications of Unit Price Work, the interpretation of the requirements of the Contract Documents pertaining to the performance of the Work, and Claims seeking changes in the Contract Price or Contract Times will be referred initially to ENGINEER in writing, in accordance with the provisions of paragraph 10.05, with a request for a formal decision.

B. When functioning as interpreter and judge under this paragraph 9.09, ENGINEER will not show partiality to OWNER or CONTRACTOR and will not be liable in connection with any interpretation or decision rendered in good faith in such capacity. The

rendering of a decision by ENGINEER pursuant to this paragraph 9.09 with respect to any such Claim, dispute, or other matter (except any which have been waived by the making or acceptance of final payment as provided in paragraph 14.07) will be a condition precedent to any exercise by OWNER or CONTRACTOR of such rights or remedies as either may otherwise have under the Contract Documents or by Laws or Regulations in respect of any such Claim, dispute, or other matter.

#### 9.10 *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 9.10 shall also apply to ENGINEER's Consultants, Resident Project Representative, and assistants.

## ARTICLE 10 - CHANGES IN THE WORK; CLAIMS

### *10.01 Authorized Changes in the Work*

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 by a Written Amendment, a Change Order, or a Work Change Directive. Upon receipt of any such document, CONTRACTOR shall promptly proceed with the Work involved 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 therefor 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.B.

### *10.03 Execution of Change Orders*

A. OWNER and CONTRACTOR shall execute appropriate Change Orders recommended by ENGINEER (or Written Amendments) 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 notice of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times) is required by the provisions of any Bond to be given to a surety, the giving of any such notice will be CONTRACTOR's responsibility. The

amount of each applicable Bond will be adjusted to reflect the effect of any such change.

### 10.05 Claims and Disputes

A. *Notice:* Written notice stating the general nature of each Claim, dispute, or other matter 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. Notice of the amount or extent of the Claim, dispute, or other matter 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, dispute, or other matter). 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 Time 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).

B. *ENGINEER's Decision:* ENGINEER will render a formal decision in writing within 30 days after receipt of the last submittal of the claimant or the last submittal of the opposing party, if any. ENGINEER's written decision on such Claim, dispute, or other matter will be final and binding upon OWNER and CONTRACTOR unless:

1. an appeal from ENGINEER's decision is taken within the time limits and in accordance with the dispute resolution procedures set forth in Article 16; or
2. if no such dispute resolution procedures have been set forth in Article

16, 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 30 days after the date of such decision, and a formal proceeding is instituted by the appealing party in a forum of competent jurisdiction within 60 days after the date of such decision or within 60 days after Substantial Completion, whichever is later (unless otherwise agreed in writing by OWNER and CONTRACTOR), 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.

C. If ENGINEER does not render a formal decision in writing within the time stated in paragraph 10.05.B, a decision denying the Claim in its entirety shall be deemed to have been issued 31 days after receipt of the last submittal of the claimant or the last submittal of the opposing party, if any.

D. No Claim for an adjustment in Contract Price or Contract Times (or Milestones) will be valid if not submitted in accordance with this paragraph 10.05.

## ARTICLE 11 - COST OF THE WORK; CASH 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 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 include only the following items, and shall not include any of the costs itemized in paragraph 11.01.B.

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 at the Site. 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 are liable, 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, expressage, and similar petty cash items in connection with the Work.

i. When the Cost of the Work is used to determine the value of a Change Order or of a Claim, the cost of premiums for additional Bonds and insurance required because of the changes in the Work or caused by the event giving rise to the Claim.

j. When all the Work is performed on the basis of cost-plus, the costs of premiums for all Bonds and insurance CONTRACTOR is 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, 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 and 11.01.B.

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 Cash 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 as may be acceptable to OWNER and ENGINEER. CONTRACTOR agrees that:

1. the allowances include the cost to CONTRACTOR (less any applicable trade discounts) of materials and equipment required by the allowances to

be delivered at the Site, and all applicable taxes; and

2. CONTRACTOR's costs for unloading and handling on the Site, labor, installation costs, overhead, profit, and other expenses contemplated for the allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment on account of any of the foregoing will be valid.

B. Prior to final payment, an appropriate Change Order will be issued as recommended by ENGINEER to reflect actual amounts due CONTRACTOR on account of Work covered by allowances, 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. 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 9.08.

B. 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.

C. 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 CON-

TRACTOR differs materially and significantly from the estimated quantity of such item indicated in the Agreement; and

2. there is no corresponding adjustment with respect any other item of Work; and

3. if 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 or by a Written Amendment. 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 sub-contracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of paragraph 12.01.C.2.a 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 (or Milestones) may only be changed by a Change Order or by a Written Amendment. Any Claim for an adjustment in the Contract Times (or Milestones) 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 (or Milestones) covered by a Change Order or of any Claim for an adjustment in the Contract Times (or Milestones) will be determined in accordance with the provisions of this Article 12.

### *12.03 Delays Beyond CONTRACTOR's Control*

A. Where CONTRACTOR is prevented from completing any part of the Work within the Contract Times (or Milestones) due to delay beyond the control of CONTRACTOR, the Contract Times (or Milestones) will be extended

in an amount equal to the time lost due to such delay if a Claim is made therefor 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.

### *12.04 Delays Within CONTRACTOR's Control*

A. The Contract Times (or Milestones) will not be extended due to 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.

### *12.05 Delays beyond OWNER's and CONTRACTOR's Control*

A. Where CONTRACTOR is prevented from completing any part of the Work within the Contract Times (or Milestones) due to delay beyond the control of both OWNER and CONTRACTOR, an extension of the Contract Times (or Milestones) in an amount equal to the time lost due to such delay shall be CONTRACTOR's sole and exclusive remedy for such delay.

### *12.06 Delay Damages*

A. In no event shall OWNER or ENGINEER be liable to CONTRACTOR, any Subcontractor, any Supplier, or any other person or organization, or to any surety for or employee or agent of any of them, for damages arising out of or resulting from:

1. delays caused by or within the control of CONTRACTOR; or

2. delays beyond the control of both OWNER and CONTRACTOR including but not limited to fires, floods, epidemics, abnormal weather conditions,

acts of God, or acts or neglect by utility owners or other contractors performing other work as contemplated by Article 7.

B. Nothing in this paragraph 12.06 bars a change in Contract Price pursuant to this Article 12 to compensate CONTRACTOR due to delay, interference, or disruption directly attributable to actions or inactions of OWNER or anyone for whom OWNER is responsible.

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. All defective Work may be rejected, corrected, or accepted as provided in this Article 13.

*13.02 Access to Work*

A. OWNER, ENGINEER, ENGINEER's Consultants, 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, inspecting, and testing. CONTRACTOR shall provide them proper and safe conditions for such access and advise them of CONTRACTOR's Site 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 said paragraph 13.04.B; 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, it must, if requested by ENGINEER, be uncovered 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. If it is found that such 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 therefor as provided in paragraph 10.05. If, however, such Work is not found to be defective, CONTRACTOR shall be allowed an increase in the Contract Price or an extension of the Contract Times (or Milestones), 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 therefor 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.

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

A. 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).

#### *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 Laws or Regulations or by the terms of any applicable special guarantee required by the Contract Documents or by any specific provision of the Contract Documents, any Work is found to be defective, 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:

(i) repair such defective land or areas, or (ii) correct such defective Work or, if the defective Work has been rejected by OWNER, remove it from the Project and replace it with Work that is not defective, and (iii) satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others or other land or areas resulting therefrom. If CONTRACTOR does not promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, OWNER may have the defective Work corrected or repaired or may have the rejected Work removed and replaced, and 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.

B. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications or by Written Amendment.

C. Where defective Work (and damage to other Work resulting therefrom) 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.

D. 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 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 therefor 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 and remedy any such deficiency.

B. In exercising the rights and remedies under this paragraph, OWNER shall proceed expeditiously. In connection with such corrective

and remedial action, OWNER may exclude CONTRACTOR from all or part of the Site, take possession of all or part of the Work and suspend CONTRACTOR's services related thereto, take possession of CONTRACTOR's tools, appliances, construction equipment and machinery at the Site, and incorporate in the Work all materials and equipment stored at the Site or for which OWNER has paid CONTRACTOR but which are stored elsewhere. CONTRACTOR shall allow OWNER, OWNER's representatives, agents and employees, 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 therefor 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 (or Milestones) 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 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 on the Site 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, to the results of any subsequent tests called for in the Contract Documents, to a final determination of quantities and classifications for Unit Price Work under paragraph 9.08, and to 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: (i) 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 (ii) that 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 to supervise, direct, or control the Work or for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for CONTRACTOR's failure to comply with Laws and Regulations applicable to CONTRACTOR's performance of the Work. Additionally, said review or recommendation will not impose responsibility on ENGINEER to make any examination to ascertain how or for what purposes CONTRACTOR has used the moneys paid on account of the Contract Price, or 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 referred to 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 Written Amendment or 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 must 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 corrects to OWNER's satisfaction the reasons for such action.

3. If it is subsequently determined 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.

#### 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. Promptly thereafter, OWNER, CONTRACTOR, and ENGINEER shall make an inspection of the Work to determine the status of completion. If ENGINEER does not consider the Work substantially complete, ENGINEER will notify CONTRACTOR in writing giving the reasons therefor. If ENGINEER considers the Work substantially complete, ENGINEER will prepare and deliver to OWNER a tentative certificate of Substantial Completion which shall fix the date of Substantial Completion. There shall be attached to the certificate a tentative list of items to be completed or corrected before final payment. OWNER shall have seven days after receipt of the tentative certificate during which to make written objection to ENGINEER as to any provisions of the certificate or attached list. If, after considering such objections, ENGINEER concludes that the Work is not substantially complete, ENGINEER will within 14 days after submission of the tentative certificate to OWNER notify CONTRACTOR in writing, stating the reasons therefor. If, after consideration of OWNER's objections, ENGINEER considers the Work substantially complete, ENGINEER will within said 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. 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.

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

#### *14.05 Partial Utilization*

A. Use by OWNER at OWNER's option of 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, may be accomplished prior to Substantial Completion of all the Work subject to the following conditions.

1. OWNER at any time may request CONTRACTOR in writing to permit OWNER to use any such part of the Work which OWNER believes to be ready for its intended use and substantially complete. If CONTRACTOR agrees that such part of the Work is substantially complete, CONTRACTOR will certify to OWNER and ENGINEER that such part of the Work is substantially complete and request ENGINEER to issue a certificate of Substantial Completion for that part of the Work. CONTRACTOR at any time may notify OWNER and ENGINEER in writing that CONTRACTOR considers

any such part of the Work ready for its intended use and substantially complete and request ENGINEER to issue a certificate of Substantial Completion for that part of the Work. Within a reasonable time after either such request, OWNER, CONTRACTOR, and ENGINEER shall make an inspection of that part of the Work to determine its status of completion. If ENGINEER does not consider that part of the Work to be substantially complete, ENGINEER will notify OWNER and CONTRACTOR in writing giving the reasons therefor. If ENGINEER considers that part of the Work to be substantially complete, the provisions of 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.

2. No 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: (i) all documentation called for in the Contract Documents, including but not limited to the evidence of insurance required by subparagraph 5.04.B.7; (ii) consent of the surety, if any, to final payment; and (iii) 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 or OWNER's property might in any way be responsible 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. 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 will become due and, when due, 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 and recommendation of ENGINEER, and without terminating the Agreement, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance to be held by OWNER for Work not fully completed or corrected is less than the retainage stipulated in the Agreement,

and if Bonds have been furnished as required in paragraph 5.01, 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 writing which are 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 allowed 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 therefor 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 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 the surety, if any) seven days written notice, terminate the services of CONTRACTOR, exclude CONTRACTOR from the Site, and take possession of the Work and of all CONTRACTOR's tools, appliances, construction equipment, and machinery at the Site, and use the same to the full extent they could be used by CONTRACTOR (without liability to CONTRACTOR for trespass or conversion), incorporate in the Work all materials and equipment stored at the Site or for which OWNER has paid CONTRACTOR but which are stored elsewhere, and finish the Work as OWNER may deem expedient. In such case, CONTRACTOR shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Price exceeds 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.

C. Where CONTRACTOR's services have been so terminated by OWNER, the termination will not affect any rights or remedies of OWNER against CONTRACTOR then existing or which may thereafter accrue. Any retention or payment of moneys due CONTRACTOR by OWNER will not release CONTRACTOR from liability.

### *15.03 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, elect to terminate the Contract. In such case, CONTRACTOR shall be paid (without duplication of any items):

1. for 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. for 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. for 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. for 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, the Work is suspended for more than 90 consecutive days by OWNER or under an order of court or other public authority, or ENGINEER fails to act on any Application for Payment within 30 days after it is submitted, or 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. 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. Dispute resolution methods and procedures, if any, shall be as set forth in the Supplementary Conditions. If no method and procedure has been set forth, and subject to the provisions of paragraphs 9.09 and 10.05, OWNER and CONTRACTOR may exercise such rights or remedies as either may otherwise have under the Contract Documents or by Laws or Regulations in respect of any dispute.

### 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 delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice.

#### *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, and the provisions of this paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

#### *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 Agreement.

#### *17.05 Controlling Law*

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

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National Society of Professional Engineers  
1420 King Street, Alexandria, VA 22314

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

American Society of Civil Engineers  
345 East 47th Street, New York, NY 1001

**SECTION 00800**  
**SUPPLEMENTARY CONDITIONS**  
**TABLE OF CONTENTS**

<u>ARTICLE</u>	<u>TITLE</u>
1	DEFINITIONS AND TERMINOLOGY
2	PRELIMINARY MATTERS
3	CONTRACT DOCUMENT; INTENT, AMENDING, REUSE
4	AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; REFERENCE POINTS
5	BONDS AND INSURANCE
6	CONTRACTOR'S RESPONSIBILITIES
7	OTHER WORK
8	OWNER'S RESPONSIBILITIES
9	ENGINEER'S STATUS DURING CONSTRUCTION
10	COST OF THE WORK; CASH ALLOWANCES; UNIT PRICE WORK
11	CHANGE OF CONTRACT PRICE; CHANGE OF CONTRACT TIME
12	TEST AND INSPECTION; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK
13	PAYMENTS TO CONTRACTOR AND COMPLETION
14	SUSPENSION OF WORK AND TERMINATION
15	DISPUTE RESOLUTION
16	MISCELLANEOUS

## Section 00800

### Supplementary Conditions

#### Part I- Amendments to general conditions, section 00700

These supplementary conditions (SC) amend or supplement the standard General Conditions (GC) of the construction contract (EJCDC Document No. 1910-8, 1996 edition) and other provisions of the Contract Documents as indicated below. All provisions which are not amended or supplemented remain in full force and effect.

#### **ARTICLE 1 – DEFINITIONS AND TERMINOLOGY**

##### SC- 1.01.A.19

Add the following sentence to paragraph GC- 1.01.A.19

“Specifically, the ENGINEER is the “CITY ENGINEER for the City of Lauderhill”

##### SC- 1.01.A.20

Add the following sentence to paragraph GC- 1.01.A.20

“Specifically, the ENGINEER’S CONSULTANT is the consultant assigned by the City Engineer ”

##### SC- 1.01.A.30

Add the following sentence to paragraph GC- 1.01.A.30:

“Specifically, the OWNER shall be the City of Lauderhill (CITY).”

##### SC- 1.01.A.37

Add the following sentence to paragraph GC- 1.01.A.37:

“Specifically, the Resident Project Representatives shall be the Capital Projects Manager and Engineering Inspector.”

##### SC-1.01.A.41

Delete paragraph GC-1.01.A.41 in its entirety and replace with the following:

“41. Specifications – Sections included under Division 1 through Division 16 of the Project Manual.”

##### SC-1.01.A.43

Insert the following at the beginning of the definition after the words “Substantial Completion”.

“The time at which the entire scope of work required by the contract that has been completed except for remedial, repair or punch list work having a Contract Price of less than one percent of the adjusted total contract price. On projects requiring permit(s), this

date shall be the date that the last of the required Certificates, inspections or clearances is issued.

#### **ARTICLE 2 – PRELIMINARY MATTERS**

SC-2.02

Delete “ten” in the first line and replace with “five”. Insert after the first sentence the following: “One of which shall be kept on-site as the official Record Document drawings discussed in paragraph GC-6.12 and three shall be returned to the OWNER for obtaining the Permit (s) or for record purposes.

SC-2.03

Delete Paragraph GC-2.03.A in its entirety and insert the following in its place:

“A. A notice to proceed may be given at any time within thirty (30) days after the Effective Date of the agreement. The Contract Time will commence at the time specified in such notice or, if no notice is given, thirty (30) days following the Effective Date of Agreement, provided that the Notice to Proceed may not specify a time of commencement later than ninety (90) days after the Effective Date of the Agreement.”

SC-2.05

Delete paragraph GC-2.05.A in its entirety and insert the following in its place:

“C. Evidence of insurance: Before any work at the site is started, CONTRACTOR shall deliver to OWNER, with copies to ENGINEER and each additional insured identified in SC-1.01A.20 or Article 5 of the supplementary conditions, certificates of insurance (and other evidence requested by OWNER) which CONTRACTOR is required to purchase and maintain in accordance with the requirements of Article 5.”

SC-2.06

Revise the first line of the paragraph GC-2.06.A to read as follows:

“A. Within 30 days after the effective date of the agreement, but before any Work...”

Article 3 – Contract Documents: Intent, amending, reuse

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

SC-3.01

Add a new paragraph immediately after paragraph GC-3.01.C which is to read as follows:

“D. Each and every provision of law and clause required by law to be inserted in these Contract Document shall be deemed to be inserted herein, and they shall be read and enforced as though it were included herein, and if through mistake or otherwise, any such provision is not inserted, or if not correctly inserted, then upon the application of either party, the Contrast Documents shall forthwith be physically amended to make such insertion.”

SC-3.03

Add the following paragraph:

“C. Apparent inconsistencies between two or more sections of the Contract Documents shall be reported to the ENGINEER immediately, for resolution. Where possible, precedence shall be given in the following order:

1. Contract
2. Supplementary Conditions
3. Instructions to bidders
4. General Conditions
5. Specifications
6. Drawings

- a. Detail Drawing
- b. General Drawings
- c. Figure Dimensions
- d. Scale Dimensions

#### **ARTICLE 4 – AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; REFERENCE POINTS**

##### **SC-4.02**

Add a new paragraph immediately after GC-4.02.A.2, which is to read as follows:

“3. In the preparation of Drawings and Specifications, the ENGINEER may have relied upon certain existing drawings, specification, reports and tests of subsurface conditions at the site. Copies of these documents may be examined by appointment at the ENGINEER’S office during regular business hours. Such reports are not part of the Contract Documents.

- a. Refer to section 00101, Supporting Information, for a listing of available documents.”

##### **SC-4.05**

Add a new paragraph immediately after paragraph GC-4.05.A, which is to read as follows:

“B. ENGINEER may check the lines, elevations, reference marks, batter boards, etc.; set by CONTRACTOR, and CONTRACTOR shall correct any errors disclosed by such check. Such a check shall not be considered as approval of CONTRACTOR’S work and shall not relieve CONTRACTOR of the responsibility for accurate construction of the entire work. CONTRACTOR shall furnish personnel to assist ENGINEER in checking lines and grades.”

#### **ARTICLE 5 – BONDS AND INSURANCE**

##### **SC-5.01**

Delete paragraph A in its entirety and replace with the following:

“A. Within fifteen (15) calendar days from the Notice of Award, CONTRACTOR shall execute and furnish to OWNER a performance and a payment bond, each written by a corporate surety, having a resident agent in the State of Florida and having been in business with a record of successful continuous operation of at least five (5) years. Two separate bonds are required and both must be approved by the OWNER. The form of the Bonds shall be included in Section 00600. The penal sum stated in each bond shall be the Contract Price. Such bonds shall continue in effect for one (1) year after final payment becomes due except as otherwise provided by law or regulation or the Contract Documents. The final sum of said bonds may be reduced after final payment to an amount equal to the fifty percent (25%) of the final Contract Price plus the total installed cost of any material, equipment or system whose warranty exceeds the initial one year warranty period. A separate warranty bond may be posted by the CONTRACTOR for those items whose warranty exceeds the initial one (1) year warranty conditioned that the CONTRACTOR shall correct any defective or faulty Work or material which appears within the warranty period. The Terms and Conditions of such warranty bonds shall be approved by the OWNER prior to execution by the CONTRACTOR.”

##### **SC- 5.01**

Add the following paragraph immediately after paragraph GC-5.01.C, which is to read as follows:

“D. The CONTRACTOR shall be responsible for ensuring that the performance and payment bonds are updated to reflect the current Contract Price upon the OWNER’S execution of any Change Orders.”

SC- 5.01

Add the following paragraph immediately after paragraph GC-5.01.D, which is to read as follows:  
“Pursuant to the requirements of Section 255.05(2)(a), Florida Statutes, it shall be the duty of the CONTRACTOR to record the aforesaid payment and performance bonds in the public records of Broward County, with the CONTRACTOR to pay all recording costs”.

SC-5.02

Add the following paragraph immediately after paragraph GC-5.02.A, which is to read as follows:  
“B. If the amount of the Bond exceeds the underwriting limitation set forth in the circular, in order to qualify, the net retention of the surety company shall not exceed the underwriting limitation in circular and the excess risks must be protected by coinsurance, reinsurance, or other methods, in accordance with treasury circular 297, revised September 1, 1978 (31 DFR, Section 223.10, Section 223.11). Further, the surety company shall provide OWNER with evidence, satisfactory to OWNER, that such excess risk has been protected in an acceptable manner. The surety company shall have at least the following minimum qualifications in accordance with the latest edition of A.M. Best’s Insurance Guide, published by Alfred M. Best Company Inc., Ambest Road, Oldwick, New Jersey, 08858:

- Financial Stability – A
- Financial Size – VIII”

SC-504

In the first line of paragraph 5.04.A, following the word “...maintain...” insert the words, “...in a company or companies licensed to do business in the state of Florida...”

In the last line of paragraph 5.04.A.6, following the word “...vehicle.” insert the words “...or arising out of operation of laws and regulations for damages because of bodily injury or death to any person or for damage to property.”

Add the following after paragraph 5.04.B7:

“8. Include all majors divisions of coverage and be on a comprehensive basis including:

- i. Premises Operations (including X, C, and U coverage as applicable)
- ii. Independent Contractor’s protective.
- iii. Products and completed operations.
- iv. Personal injury liability with employment exclusion deleted.
- v. Contractual liability.
- vi. Owned, non-owned and hired motor vehicles.
- vii. Broad form property damage including completed operations”

SC-504-B

“9. Provide coverage for not less than the following amounts.

- a. **Worker’s compensation**, etc. under paragraphs 5.4.1 and 5.4.2:
  - i. State.....Statutory

- ii. Applicable Federal.....Statutory
- iii. Employer’s Liability..... \$ 100,000.00

b. **CONTRACTOR’S liability** insurance under article 5.4, which shall also include completed operations and product liability coverage and eliminate the exclusion with respect to property under the care custody and control of CONTRACTOR:

- i. General Aggregate(except product- Completed operations)..... \$ 1,000,000.00
- ii. Products- completed operations aggregate..... \$ 1,000,000.00
- iii. Personal and advertising injury (Per person/ Organization)..... \$ 1,000,000.00
- iv. Each occurrence (bodily injury and property damage)..... \$ 1,000,000.00  
 Note: Property damage liability insurance will provide explosion, collapse and underground coverage (X, C and U) where applicable.
- v. Excess liability  
 General Aggregate..... \$ 1,000,000.00  
 Each occurrence..... \$ 1,000,000.00

c. **Automobile liability** under paragraph 5.4.6:

- i. Bodily injury:  
 Each person..... \$ 1,000,000.00  
 Each accident..... \$ 1,000,000.00
- ii. Property damage:  
 Each occurrence..... \$ 1,000,000.00

--OR--

- Bodily injury and Property Damage combined single limit:  
 Each occurrence..... \$ 1,000,000.00  
 Aggregate..... \$ 1,000,000.00

d. The contractual liability coverage required by paragraph 5.4.10 shall provide coverage for not less than the following amounts:

- General aggregate \$ 3,000,000.00
- Bodily injury and property damage combined each occurrence \$ 3,000,000.00

e. **Builder’s Risk Insurance** in the amount not less than the replacement cost for the contraction of the Work. Coverage shall be “All Risk” coverage for one hundred percent (100%) of the completed value with a deductible of not more than Five Thousand Dollars (\$5,000.00) per claim.

f. Additional liability coverage for OWNER and ENGINEER shall be provided by endorsement as additional insured’s in CONTRACTOR’S general liability policy. Add the following names:

OWNER- City of Lauderhill  
 5581 W. Oakland Park Blvd.  
 Lauderhill, Fl 33319

ENGINEER’S CONSULTANT- \_\_\_\_\_

- g. CONTRACTOR shall maintain the Products/ Completed Operations Liability Insurance for a period of three (3) years after final payment for the Work and furnish OWNER with evidence of continuation of such insurance at final payment.
- h. All required insurance policies shall preclude any underwriter's rights of recovery or subrogation against OWNER with the express intention of the parties being that the required insurance coverage protects both parties as the primary coverage for any and all losses covered by the above described insurance.
- i. The CONTRACTOR shall ensure that any company using insurance to cover the requirements contained in this Contract agrees that they shall have no recourse against OWNER for payment or assessments in any form on any policy of insurance.
- j. The clauses "other Insurance Provisions" and Insurers Duties in the Event of an Occurrence, Claim or Suit" as it appears in any policy of insurance in which the OWNER is named as an additional insured shall not apply to OWNER. OWNER shall provide written notice of occurrence within fifteen (15) working days of OWNER'S actual notice of such an event.
- k. The CONTRACTOR agrees to perform the Work as an independent contractor and not as a sub-contractor, agent or employee of the OWNER.
- l. CONTRACTOR shall require or provide each of its subcontractors to maintain the insurance required herein for each category, and CONTRACTOR shall provide verification thereof to OWNER upon request by OWNER.
- m. Violation of the terms of this ARTICLE and its subparts shall constitute a breach of Contract and the OWNER, at its sole discretion, may cancel the Contract and all rights, title and interest of the CONTRACTOR shall thereupon cease and terminate.'

SC-504-B

- "10. In conformance with the requirements of section 725.06, Florida Statutes, the specific considerations for CONTRACTOR'S promises are:
- a. One dollar (\$1.00) in hand paid by OWNER, ENGINEER'S CONSULTANT, and ENGINEER'S CONSULTANT employees to CONTRACTOR, receipt whereof is hereby acknowledged and the adequacy of which CONTRACTOR accepts as completely fulfilling the obligations of OWNER, ENGINEER CONSULTANT, and ENGINEER'S CONSULTANT employees under the requirements of section 725.06, Florida statutes, and;
  - b. The entry of OWNER and CONTRACTOR into the construction contract because, but for CONTRACTOR'S promises as contained in the general conditions, OWNER would not have entered into the construction contract with CONTRACTOR. The insurance required by paragraphs 5.04. A.3 through 5.04.A.6 shall include the ENGINEER'S CONSULTANT as additionally insured."

SC-5.04 B

- "11. CONTRACTOR may purchase and maintain excess liability insurance in the umbrella form in order to satisfy the limits of liability required for the insurance to be purchased and maintain in accordance with paragraph GC-5.04. Evidence of such excess liability shall be delivered to OWNER in accordance with paragraph GC-2.05 in the form of a certificate indicating the policy numbers limits of liability of all underlying insurance. The umbrella liability insurance shall have a combined single limit of not less than \$5,000,000."

SC-5.06.A

Delete the first sentence of paragraph GC-5.06.A and replace with the following.

“CONTRACTOR shall purchase and maintain property insurance upon the work at the site, written on the completed value form, in an amount equal to the total bid price for the completed construction.”

SC-5.06.B

Delete paragraph GC-5.06.B in its entirety.

SC-5.06.C

Delete paragraph GC-5.06.C in its entirety and insert the following in its place:

“All the policies of insurance (or the certificates or other evidence thereof) required to be purchased and maintained by CONTRACTOR in accordance with Paragraph GC-5.06.A shall contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least thirty days prior written notice has been given to OWNER, ENGINEER’S CONSULTANT and each other additional insured by certified mail with return receipt.”

SC-5.06.D

Delete paragraph GC-5.06.D in its entirety.

SC-5.06.E

Delete paragraph GC-5.06.E in its entirety.

SC-5.07

Delete paragraph GC-5.07.A in its entirety.

SC-5.08

Delete paragraph GC-5.08.A in its entirety.

Delete paragraph GC-5.08.B in its entirety.

SC-5.09

Delete paragraph GC-5.09.A in its entirety and insert the following in its place.

- A. “If OWNER has objection to the coverage afforded by or other provisions of the Bonds and insurance required to be purchased and maintained by CONTRACTOR in accordance with this Article 5 on the basis of its not complying with Contract Documents, OWNER will notify CONTRACTOR in writing thereof within ten days of the date of delivery of such certificates to OWNER in accordance with Paragraph GC- 2.05. CONTRACTOR will provide such additional information with respect to the Bonds or insurance by CONTRACTOR as OWNER may reasonably request.
- B. Failure by the CONTRACTOR to provide the Bonds or insurance coverage required by this Article 5 prior to execution of the Agreement shall be considered cause for rejection of the CONTRACTOR’S bid as non-responsive.
- C. If, during the course of the Work, any changes are made as to the type, level or coverage of the Bonds and insurance required by this Article 5, to which the OWNER objects, OWNER will notify CONTRACTOR in writing thereof within thirty (30) days of the date of delivery of notification to OWNER. CONTRACTOR will provide such additional information with respect to the insurance by CONTRACTOR as OWNER may reasonably request.

D. Failure by the CONTRACTOR to maintain the Bonds or insurance coverage required, and agreed to, by this Article 5 shall be considered a substantial breach of the Contract Documents and shall be considered cause for termination per GC-15.02.”

## **ARTICLE 6- CONTRACTOR’S RESPONSIBILITIES**

### SC- 6.02

Add new paragraphs immediately after paragraph GC-6.02.B which is to read as follows:

- “1. Regular work hours are defined by City of Lauderhill Ordinance as Monday through Friday between the hours of 7:00 AM and 6:00 PM. A written request for exception to this is required to be approved by the City Manager and must therefore be submitted 48 hours prior to the occurrence of such overtime.
2. Regular work day, as defined for the purposes of this Article shall be eight (8) hours per day, Monday through Friday. Occasional, unscheduled overtime required due to unusual circumstances (material delivery, late inspections etc.) may be permitted provided two hours prior notice is given to the ENGINEER. Unscheduled overtime will only be warranted due to emergencies beyond the CONTRACTOR’S control.
3. CONTRACTOR shall reimburse the OWNER for additional engineering, inspection or supervision costs incurred by OWNER as a result of overtime work which is for the convenience of the CONTRACTOR or which is mandated per GC-6.04.”

### SC-6.02

Add new paragraphs immediately after paragraph GC-6.02.B:

- “C. This agreement is subject to the applicable provisions of the Contract Work Hours and Safety Standards Act, Public Law 87-581, 87<sup>th</sup> Congress. No CONTRACTOR or subcontractor contracting for any part of the work shall require or permit any laborer or mechanic to be employed on the Work in excess of forty hours in any work week unless such laborer or mechanic receives compensation at a rate not less than one and one-half times that person’s basic rate of pay for all hours worked in excess of forty hours in such work week.
- D. CONTRACTOR shall employ only competent persons to do the Work and whenever OWNER shall notify CONTRACTOR, in writing that any persons on the work appears to be incompetent, disorderly, or otherwise unsatisfactory, such person shall be removed from the project and shall not again be employed on it except with the consent of OWNER.

### SC-6.05

Add the following to paragraph 6.05.F:

“The use of asbestos or asbestos-based fiber materials is prohibited in this project”.

### SC-6.05

Add the following after paragraph 6.05.F:

“G. *Routing of shipments*: In the event the contract includes the furnishing of the equipment and/or materials, the OWNER shall have the option of specifying the routing of shipments. If such specified routing increases CONTRACTOR’S shipping cost, it shall immediately so notify the OWNER or the OWNER’S designed representatives, and if the OWNER still specifies the more expensive routing, the OWNER shall reimburse CONTRACTOR for the increased cost actually occasioned thereby.

Any failure to notify the OWNER prior to shipping shall be deemed as a waiver by CONTRACTOR of any claim for such increased cost.

- H. *CONTRACTOR'S responsibility for routing limitations*: The CONTRACTOR acknowledges that it has made investigation of the transportation facilities and the conditions existing within the location of the project and the jobsite. The CONTRACTOR acknowledges that it has made full allowance in its bid for all conditions of clearances, restrictions, bridge load limits and other limitations or factors affecting transportation and access to and egress from the project and the jobsite.
- I. *Shipping Notice*: CONTRACTOR shall make no shipments in advance of the required shipping date, unless there is adequate storage area at the jobsite, or unless CONTRACTOR provides such area. Any such advance shipment shall not entitle CONTRACTOR to any payment prior to the time when such payment would otherwise be due if the shipment was made on the scheduled shipping date. All shipments shall be received, inspected protected, stored, maintained, and accounted for by the CONTRACTOR until such time that is incorporated into the work and accepted by the OWNER. The CONTRACTOR shall clearly label all shipments to ensure delivery to the CONTRACTOR and not to the OWNER. ***No material or equipment will be received by the OWNER.***"

#### SC-6.06

Delete Paragraph GC-6.06.A and GC-6.06.B in their entirety and insert therefore the following:

"A. 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 a reasonable objection. Acceptance of any subcontractor, supplier or other organization or person shall not constitute a waiver of any right of OWNER to reject defective work. CONTRACTOR shall not be made to employ any subcontractor, supplier or other organization or person against whom CONTRACTOR has reasonable objection.

B. Not used"

#### SC-6.06

Add a new sentence at the end of paragraph Gc-6.06.E to read as follows:

"OWNER or ENGINEER may furnish to any such subcontractor, supplier or other person or organization, to extent practicable, information about amounts paid on their behalf to CONTRACTOR in accordance with CONTRACTOR'S Applications for Payment".

#### SC-6.08

Add two new paragraphs immediately after paragraph GC-6.08.A, which are to read as follows:

B. Pursuant to Public Bid Disclosure Act, the permits and fees which the CONTRACTOR must obtain and pay prior to or during this project are as follows:

1. The OWNER  will  will not require building department permits for the project. The associated processing fee shall equal \$0.075 per square foot with a maximum processing fee of \$960.00 this fee shall be  waived  required. The associated permit fee shall equal 2 percent of the construction costs this fee shall be  waived  required. Under all circumstances, the CONTRACTOR is required to pay for re-inspection fees.
2. Broward County will not require a permit for the project.
3. The OWNER  will  will not require Engineering Permit(s) for the project. The application fee is \$25, this fee  will  will not be required.

The administrative fee is \$250 this fee  will  will not be required.

The permit fee is 4 percent of the construction costs, this fee  will  will not be required.

4. Other permit may also be required. CONTRACTOR shall be responsible for determination of all permits required. All associate permit fees shall be included in the applicable bid items.

#### SC- 6.12

Delete the last sentence of paragraph 6.12.A. and substitute the following:

“these shall be routinely updated and available to ENGINEER for examination during construction and shall be delivered to ENGINEER for OWNER upon substantial completion of the work”.

#### SC-6.12

Add a new paragraph immediately after paragraph GC-6.12.A, which is to read as follows:

“B. Should the CONTRACTOR fail to perform in accordance with these provisions the first time, the CONTRACTOR will be notified of such for correction. Should the CONTRACTOR fail to perform in accordance with these provisions on subsequent occasions, OWNER may that such action as appropriate to ensure the provisions of paragraph 6.12.B. above are performed correctly and in a timely fashion”.

#### SC-6.13

At the end of paragraph 6.13.B, add the following sentences:

“Special attention is hereby called to the occupational safety and health administration excavation safety standards, 29 CFR 1926.650 subpart P trench safety standards. In compliance with current state of Florida statutes, the CONTRACTOR or subcontractor performing trench excavation work on the project shall comply with applicable trench safety standards”.

#### SC-6.17

Add a new paragraph immediately after paragraph GC-6.17.F, which is to read as follows:

“Should the CONTRACTOR fail to submit shop drawings in accordance with these specifications on subsequent re-submittals, the cost of the ENGINEER’S CONSULTANT time to review subsequent re-submittals will be deducted from the contract amount through the issuance of a change order”.

#### SC-6.20

Add two new sentences at the end of Paragraph GC-6.20.A.2 to read as follows:

“If through the acts of negligence on the part of CONTRACTOR, any other contractor, subcontractor shall suffer loss or damage on account of the Work, CONTRACTOR shall settle with such other contractor, subcontractor, if such party will so settle. If such other contractor subcontractor shall assert any claim against OWNER on account of any damage alleged to have been sustained, OWNER shall notify CONTRACTOR, who shall indemnify and save harmless OWNER against any such claims.

## **ARTICLE 7 - OTHER WORK**

#### SC-7.02

Add a new paragraph immediately after paragraph GC-7.02B which is to read as follows:

“7.03 *Adjacent Property owners:*

A. Should CONTRACTOR cause damage to the property of property adjacent the site, or should any claim arising out of CONTRACTOR'S performance of the work at the site be made by any property owner against CONTRACTOR, OWNER, ENGINEER, ENGINEER'S CONSULTANT, the Resident Project representative or other persons associated with the Work, CONTRACTOR shall promptly attempt to settle with such other property owner by agreement, or to otherwise resolve the dispute by arbitration or at law. CONTRACTOR shall, to the fullest extent permitted by laws and regulation, indemnify and hold harmless OWNER, ENGINEER, ENGINEER'S CONSULTANT and the Resident Project Representative from and against all claims, damages, losses and expenses (including, but not limited to, fees of engineers, architects, attorneys and other professionals, and court and arbitration or mediation costs) arising directly, indirectly or consequentially out of any action, legal or equitable, brought by any separate property owner against OWNER, ENGINEER, ENGINEER'S CONSULTANTS or the Resident Project Representative to the extent based on a claim arising out of CONTRACTOR'S performance of the work. Should a separate property owner cause damage to the work or property of CONTRACTOR or should the performance of work by any separate property owner at the site give rise to any other claim, CONTRACTOR shall not institute any action, legal or equitable, against OWNER, ENGINEER, ENGINEER'S CONSULTANTS or the Resident Project representative or permit any action against any of them to be maintained and continued in its name or for its benefit in any court or before any arbiter which seeks to impose liability on or to recover damages from OWNER, ENGINEER, ENGINEER'S CONSULTANTS or the Resident Project Representative on account of any such damage or claim. If CONTRACTOR is delayed at any time in performance or furnishing work by any act or neglect of a separate property owner and OWNER and CONTRACTOR are unable to agree as to the extent of any adjustment in contract times attributable thereto, CONTRACTOR may make a claim for an extension of times in accordance with Article 12. An extension of the contract times shall be CONTRACTOR'S exclusive remedy with respect to OWNER, ENGINEER, ENGINEER'S CONSULTANTS and Resident Project Representative for any delay, disruption, interference or hindrance caused by any separate property owner. This paragraph does not prevent recovery from OWNER, ENGINEER, ENGINEER'S CONSULTANT or Resident Project Representative for activities that are their respective responsibilities".

## **ARTICLE 8- OWNER'S RESPONSIBILITIES**

SC-8.06

Delete paragraph 8.06 of the general conditions in its entirety.

## **ARTICLE 9- ENGINEER'S STATUS DURING CONSTRUCTION**

SC-9.03

Add a new paragraph immediately after paragraph GC-9.03A, which is to read as follows:

"ENGINEER'S CONSULTANT may conduct periodic visits to observe the performance of work. ENGINEER will furnish the Resident Project Representative. This individual will be identified at the pre-construction conference".

## **ARTICLE 11- COST OF THE WORK; CASH ALLOWANCES; UNIT PRICE WORK**

SC-11.01

Delete the second paragraph GC-11.01.A.1 in its entirety and replace with the following:

“Such employees shall include superintendents, foremen and other personnel directly involved in the performance of the specific work in question.

SC-11.01

Add the following section immediately after 11.01.D:

“1. In the event that the CONTRACTOR is authorized to execute additional work on a time and material basis, as herein set forth, it agree to and shall furnish to the OWNER each day (by not later then 12:00 noon of the next regular scheduled work day following the work) daily time sheets on forms provided by the OWNER. The daily time sheets shall list by name all hourly rated employees on the extra work and hours worked by each, material used, and equipment used with the hours of operation as well as any third party invoices for the labor, material and/or equipment as well as a description of the work and be signed by the OWNER of Lauderhill Resident Project Representative. A copy thereof shall accompany all bills and invoices presented for payment for such additional work. In addition the change order or work change directive number will appear on every time sheet. A separate time sheet will be used for each separate change order or work change directive”.

In paragraph GC-11.01.B.1 add “Project Managers” after all word “Architects”

SC-11.03

Add the following section immediately after 11.03.C.3:

“4. Without invalidating the agreement, OWNER may, at any time execute appropriate change orders for addition and/or deletions in the work of up to 25% of the total Contract Price, without a change in the Contract unit prices bid”.

**ARTICLE 13- TESTS AND INSPECTION, CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK**

SC 13.03

Delete Paragraph 13.03.B in its entirety and replace with the following:

“B. The CONTRACTOR shall be responsible for scheduling, coordinating, and paying for all test and inspections required by the Specifications outside of routine Building Department inspections and Engineering Department inspections required by code and provided by the City of Lauderhill”.

SC-13.05

Add a new paragraph immediately GC-13.05.A read as follow:

“If OWNER stops work under paragraph GC-13.05.A, CONTRACTOR shall be entitled to no extension of Contract Time or increases in Contract Price”.

SC - 13.07

Add the following sentence to paragraph 13.07.A:

“Specific and special warranties specified in the Contract Documents are in addition to, and not in lieu of, the CONTRACTOR general warranty. CONTRACTOR shall not be relieved of general warranty obligations by the specification of specific products or procedures”.

SC – 13.09

In the first line of paragraph 13.09.A replace the words “reasonable time” to the words “ten (10) days”.

## ARTICLE 14- PAYMENTS TO CONTRACTOR AND COMPLETION

### SC – 14.02

In the first sentence of paragraph 14.02.A.1, change the phrase “At least 20 days before the date established for each progress payment” to “On the day established for the monthly progress meeting”...

### SC-14.02

Add a new sentence immediately after paragraph GC-14.02A.2 which is to read as follows:

“Each application for payment will include a “consent of surety to “partial payment” form or equivalent letter verifying the surety’s acknowledgement of the amount of the progress payment.”.

### SC-14.02

Add five new paragraphs immediately after paragraph GC-14.02.D.1, which are to read as follow:

- “2. Should CONTRACTOR neglect to pay any undisputed claims, made in writing to OWNER or surety and continuing unsatisfied for a period of ninety (90)days, OWNER may pay such claim and deduct the amount thereof from the balance due CONTRACTOR after thirty(30) days written to CONTRACTOR.
3. OWNER may also, upon written notice from surety, withhold monies retained, due, or to become due under this contract for the purposes of paying for either labor or materials claims arising for the Work.
4. Security is provided both by the payment bond and the power of OWNER to retain any monies for claims, but payment by one shall in no way impair or discharge the liability of the other.
5. Any and all surety claims for work and materials and may be paid off by OWNER with the consent of the surety, within a reasonable time after filing a notice of such claims for record in accordance with State and local laws, except where the claims are being litigated by CONTRACTOR In such case OWNER may pay the amount of any final judgment or decree or any such claim within a reasonable time after such final judgment or decree shall be rendered.
6. All monies paid by OWNER in settlement of claims as aforesaid, with the costs and expenses incurred by OWNER in connection therewith:  
shall be charged to CONTRACTOR and,  
shall bear interest at the rate of three percentage points above the rediscount rate then charged by the Federal Reserve Bank and,  
shall be deducted from the next payment due CONTRACTOR under the terms of this contract”.

### SC-14.03

Add two new paragraphs immediately after paragraph GC-14.03.A, which are to read as follows:

- “B. No materials or supplies for the Work shall be purchased by CONTRACTOR or subcontractor subject to any chattel mortgage or under a conditional sale contract or other agreement by which an interest is retained by the seller. CONTRACTOR warrants that CONTRACTOR has good title to all materials and supplies used by CONTRACTOR in the Work, free from all liens, claims or encumbrances.
- C. CONTRACTOR shall indemnify and save OWNER harmless from all claims growing out of the lawful demands of subcontractors, laborers, workmen, mechanics, material men, and furnishers of machinery and parts thereof, equipment, power tools, and all supplies, including

commissary, incurred in the furtherance of the performance of this contract. CONTRACTOR shall at OWNER'S request, furnish satisfactory evidence that all obligations of the nature herein above designated have been paid, discharged, or waived. If CONTRACTOR fails to do so then OWNER may, after having served written notice on the said CONTRACTOR either pay unpaid bills, for which OWNER has written notice, or withhold from the CONTRACTOR'S unpaid compensation a sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged whereupon payment to CONTRACTOR shall be resumed, in accordance with the terms of this contract, but in no event shall the provisions of this sentence be construed to impose any obligations upon OWNER to either CONTRACTOR or CONTRACTOR'S surety. In paying any unpaid bills of the CONTRACTOR, OWNER shall be deemed the agent of CONTRACTOR and any payment so made by OWNER shall be considered as payment made under the contract and OWNER shall not be liable to contractor for any such payment made in good faith".

SC-14.07

Delete paragraph GC-14.07.B.1 in its entirety and insert the following in its place:

"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 along with accompanying documentation as required by the Contract Documents, ENGINEER is satisfied that the Work has been completed, ENGINEER will give written notice to CONTRACTOR that the work is acceptable subject to the provisions of paragraph GC-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 take the necessary actions and resubmit the Application".

## **ARTICLE 15- SUSPENSION OF WORK AND TERMINATION**

SC-15.02

Add a new paragraph immediately after paragraph GC-15.02.A.4, which is to read as follows:

"5. If CONTRACTOR abandons the work, or sublets this contract or any part thereof, without the previous written consent of OWNER, or if the contract or any claim there under shall be assigned by CONTRACTOR otherwise than as herein specified".

## **ARTICLE-16- DISPUTE RESOLUTION**

SC-16.01

Add a new sentence at the end of paragraph GC-16.01.A, which is to read as follows:

CONTRACTOR shall carry on the work and maintain the progress schedule during the dispute resolution proceedings, unless otherwise agreed by CONTRACTOR and OWNER in writing.

SC-16.01.B

Any claim, objection, or dispute arising out of the terms of this agreement is to be held in Broward County, Florida. Broward County shall be the venue for any proceedings and Florida law will apply. Each party will bear its own attorney's fee.

## **ARTICLE 17- MISCELLANEOUS**

SC-17.05

Add new paragraphs immediately after paragraph GC-17.05, which is to read as follows:

*“17.06. Addresses*

Both the address given in the bid form upon which this agreement is founded, and CONTRACTOR’S office at or near the site of the work are hereby designated as places to either of which notices, letters, and other communications to CONTRACTOR shall be certified, mailed, or delivered. The delivering at the above named place, or depositing in a postpaid wrapper directed to the first-named place, in any Post Office or regularly maintained by the U.S. Postal Service, of any notice, letter or other communication to CONTRACTOR shall be deemed sufficient service thereof upon CONTRACTOR; the date of said service shall be the date of the Postal Service cancellation or other postmark. The first-named address may be changed at any time by an instrument in writing, executed and acknowledged by CONTRACTOR, and delivered to OWNER and ENGINEER. Notice herein contained shall be deemed to preclude or render inoperative the service of any notice, letter, or other, communication upon CONTRACTOR personally”.

*“SC-17.07 Forms*

The forms of 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 of award, notice to proceed, field order, work directive, change order, application for payment, certificate of substantial completion and final receipt with the ENGINEER expects to use are contained in Attachment 1 of the Special Conditions”.

END OF SECTION

## SECTION 00801

### SPECIAL TERMS AND CONDITIONS

**These Special Terms and Conditions are intended to give the Bidder/ Contractor additional information regarding the manner in which the Contract will be administered and general policies of the City which apply to this Contract. This is not intended to alter the General Conditions and the Supplementary Conditions which predominate over this document.**

- 1) **Signed Contract/Purchase Order**  
The Contractor must have an executed contract prior to commencing any of the Work and a signed purchase order prior to billing for any of the Work.
- 2) **Communication & Administration**  
A project specific communication plan will be developed and accepted by all appropriate parties (City, Contractor, Engineer's Consultant) at the pre-construction conference. At a minimum, the routing, timeframe and approval authority for the following items will be addressed:
  - Contractor Submittals and Shop Drawings
  - Contractor's Request for Information (R.F.I.)
  - Written Amendments, Change Orders, Work Change Directives
  - Engineer's design changes
  - Applications for Payment
  - Record Drawings – red-lines and digital as-builts
  - Inspection Reports
  - Schedule Updates
- 3) **Field Contact**  
Day-to-day field contact between the Contractor and the City will be through the *Engineer's Designate*. This person will be the only person, with the exception of the Capital Projects Manager who can issue instructions to the contractor. Other interested parties such as the City Engineer, the Engineer of Record, the Building Inspectors, City Electricians or Mechanics may confer with or advise the contractor, but cannot instruct or direct the contractor in any way which will affect the Contract Price, the Contract Time or the Schedule.
- 4) **Formal Communications**
  - Written communication between the Contractor and the City concerning Contract, Price or Time issues shall be by way of the Capital Projects Manager with a copy to the Engineer.
  - Written Communications between the Contractor and the City concerning Design issues shall be by way of the *Engineer's Designate* with a copy to the Capital Projects Manager.

5) **Correspondence**

- All correspondence between the contractor and the City should reference the full project name and the City's purchase order number.
- All correspondence concerning Work Change Directives should, in addition, reference the City's Work Change Directive number. The City will issue this number.
- All time sheets shall also reference the City's Project, Purchase Order, Change Order or Work Change Directive number, whichever is appropriate.
- All correspondence concerning changes to, or requested interpretation of, the Contract Documents should be addressed to the Capital Projects Manager with a copy to the Engineer.
- All other correspondence may be addressed to the *Engineer's Designate* with a copy to the Engineer (and any other relevant individuals if required).

6) **Written/Verbal Communication**

- The City will strive to give all commitments and instructions to the Contractor in writing.
- Any agreement reached in the field should be confirmed no later than the next regular Progress Meeting.
- All verbal instructions of magnitude should be confirmed in writing within three working days of occurrence. If the City does not initiate correspondence, then the Contractor should initiate appropriate correspondence.

7) **Contractor's Supervision and Authority**

- The Contractor will inform the City, in writing (or at the pre-construction conference) of the assignment of his Superintendent or on-site representative.
- The Contractor's on-site representative must have the authority to make commitments on behalf of the Contractor. Any limitations on that authority must be stated in writing (or at the pre-construction meeting) and agreed to by the City.
- The contractor's designated on-site representative will not be reassigned without prior City approval.
- The Contractor must submit a list of emergency contacts to the City. At least one of these contacts must be available 24 hours per day, seven days a week during the course of the Work.

8) **Construction Schedule**

- In accordance with the Contract Documents the contractor is required to provide the City with a detailed progress schedule showing how he intends to accomplish the Work.
- The contractor shall submit his preliminary schedule within ten days of the Notice To Proceed. The schedule shall include at a minimum key dates such as:
  - Start date
  - Interface dates with other contractors or the City (optional)
  - Delivery dates of key equipment and material
  - Submittal of documents, samples, shop drawings, etc. (optional)
  - Time Duration for each activity
  - System Start-up dates (if applicable)
  - Key intermediate milestone dates
  - Substantial and Final Completion dates
- In addition, for projects with multiple paths, a critical path schedule must be submitted.
- The schedule will be discussed at the first progress meeting.
- This schedule MUST be submitted and the form approved by the City prior to the contractor receiving any payments, NO EXCEPTIONS.

9) **Job Site Facilities**

**Job Site Trailers**

The contractor will be given any areas available for his job site trailers, if applicable, and any limitations will be explained to him at the pre-construction conference. After the meeting the *Engineer's Designate* and contractor's on-site representative may visit the area and agree on the final positioning of the trailers. Permits for such trailers will be the Contractor's responsibility.

**Storage**

The City must approve where and how the contractor may store, lay down material and/or equipment for the job. Agreement should be reached at the pre-construction conference.

**Sanitary**

Sanitary facilities to be used must be approved by the City, this will be discussed at the pre-construction conference including permits, inspection and limitations on contractor use of City supplied facilities, if applicable.

**Fuel Storage**

No on-site fuel storage will be allowed without prior approval from the City. Stationary fuel tanks must be permitted.

**10) Sub-contractors**

- The Contractor is required to use the same Sub-Contractors submitted with his bid. Any deviations must be approved by the City, in writing, prior to commencement of that Sub-contractor's activities.
- The contractor is required to submit to the City's Building Department a list of the sub-contractors he intends to utilize on the project. Once submitted, deviations may not be allowed.

**11) Quality Control**

- Any contract-required Quality Control Program(s) should be submitted at the pre-construction meeting. This must be reviewed and approved prior to the contractor starting the Work.
- The contractor will not be allowed to start on portions of the Work that require approved submittal documents (e.g. Maintenance of Traffic plans, shop drawings, inspection checklists, etc.) for that portion of the work. This can only be waived by the Capital Projects Manager, who will only do so after consultation with all parties.
- If the Quality Control program or other submittals have not yet been submitted by the pre-construction conference, then a timetable for submittal of these will be established.
- The (*Building Department or Engineering Department or Both Departments*) will provide the primary quality control inspection for the City.
- In addition, the Engineer may utilize the Engineer's Consultant for certain inspections. If so, the Engineer's Consultant will supply the name(s) of the inspectors at the pre-construction conference.
- Contractor-required inspection reports should be sent to (*Building Department or Engineering Department or Both Departments*) along with the Engineer.

**12) Progress Meetings**

- The contractor will be required to attend a monthly progress meeting. This meeting will be held on the progress payment cutoff day.
- The day of the month for the progress meeting will be selected at the pre-construction conference.
- The Contractor shall come to the progress meeting prepared to discuss the following:
  - Work scheduled to be completed in the last thirty days

- Work that was completed in the last thirty days
- Work scheduled to be completed in the next thirty days
- Issues, conflicts, problems hampering progress
- The Contractor should bring the following documents to the meeting:
  - Updated progress schedule
  - Draft copy of pay application

### 13) **Invoicing**

The City invoicing procedure is as follows:

- Standard Forms
  - Cover sheet- A.I.A. Document G702- Application and Certificate for Payment
  - Attachment- A.I.A. Document G703- Continuation Sheet
  - Bonding Company consent to release of partial payment (with power of attorney if required)
  - Approved, updated progress schedule
- Date required - ASAP after progress meeting, progress will be calculated and approved to the progress meeting date
- Approval by *Engineer's Designate* prior to submittal at progress meeting is encouraged to streamline the process
- Turnaround time- undisputed pay applications submitted by COB Monday will normally be paid that Friday. The City only cuts checks on Fridays so delayed pay applications must wait an additional week.
- Invoices will be mailed to the Contractor's address of record.
- Final payment and release of retention will be dependent on not only the successful completion of the Work, but also the timely submittal of all required documents. This includes but is not limited to certificate of occupancy, HRS/ DPEP releases, Broward County releases, bonding company release, all record drawings.

### 14) **Work Change Directives/Change Orders**

- The City will strive to approve all extra work in writing and in advance. If verbal authorization must be given it will only come from the Capital Projects Manager, and then only in emergencies.
- A Work Change Directive will be issued by the City to document and memorialize all changes to the Contract Documents, whether it involves cost or not.

- Periodically, a change-in-order will be written and presented to the City Commission for approval. This will usually be comprised of several WCD. A Change Order is required before the Contractor can bill against any additional work scope.
- A Work Change Directive authorizes the Contractor to perform the additional work described in the WCD. A Change Order must be approved, signed and delivered to the Contractor before the cost of the change can be included in the pay application.

15) **Back charges**

- Back charges are discouraged except in emergencies or when the Contractor is unresponsive.
- The same basic process as described in section 14 above will be followed

16) **Record Documents**

- Changes in the design drawings (as-built) must be noted at the time the physical change is made in the field. This will form the basis for the Record Drawings.
- The (*Construction Supervisor or Engineering Inspector or Superintendent*) will review the as-built on a regular basis.
- Record Documents are required by the Contract and final payment on the Contract will not be made until these are received.
- The Record Documents will consist of the red line drawings (as-built), all required inspection reports, product manuals (when required), product warranties, revised and/or updated shop drawings, product samples, boundary surveys (when required), other surveys (when required) and an updated electronic copy of the revised design drawings (record drawings) delivered on a compact disk. The Contractor may choose to have the Engineer of Record develop the record drawings, at the Contractor's expense.

17) **City of Lauderhill's Construction Equipment**

The City expects the contractor to be completely self-reliant during the project. In the event of an emergency, or at the convenience of the City, the contractor may be supplied, or allowed to use certain equipment.

18) **Materials**

The Contractor shall come prepared to discuss the following items at the pre-construction conference:

- Are all the material requirements identified?

- Are there any items, which have unusually long lead times? If so, they should be included into the project schedule.
- Status of submittals.

19) **Safety**

- The contractor has primary responsibility for the health and welfare of his employees. As the Owner, the City will take an active part in ensuring that all OSHA regulations are followed.
- The contractors safety regulations should be handed out at the preconstruction conference.
- The Contactor must identify who will be assigned as the safety representative, both on site and at the home office.
- The Contractor will tell the City at the pre-construction conference, when and where, the safety meetings will be held.
- A hurricane preparation action plan will be required for all Contracts which are anticipated to extend through the hurricane season. This plan will be delivered to the City at the pre-construction conference.

20) **Security and Access**

- Contractor should explain his security measures for the project during the pre-construction conference.
- Access to the work site should be discussed in detail. If the issues are so numerous or complex so as to require a special meeting, this meeting should be scheduled at the pre-construction conference. Items to consider:
  - Deliveries
  - Personnel
  - Weekend/overtime
  - Continued City operations

21) **Job Site Rules**

When working at a City facility (water plant, city hall, community center, park) copies of the “Work Site Job Rules” will be provided to the contractor. A copy will be provided by the Contractor to each craftsman in his employ and to all subcontractors..

**Work Hours**

Regular working days and hours on City projects are Monday through Friday between the hours of 7 AM and 6 PM. These will not be varied without the prior permission of the Capital Projects Manager.

**Labor Relations**

Labor relations is solely the responsibility of the contractor. All labor disputes must be conducted so as not to interfere with the project or the continued operation of the City.

**Coordination Meetings**

If needed, coordination meetings will be held to coordinate the contractors work with other contractors.

**22) Coordination and Cooperation**

The *Engineer's Designate* is in the field to assist the contractor wherever possible within the constraints of the contract and to ensure that the contractor is free to carry out his work without interference. Towards that end, it is essential that the *Engineer's Designate* and contractor coordinate their work and cooperate closely.

**23) Permits**

All required permits and the status will be discussed at the pre-construction conference. If the status of a particular permit cannot be determined at the time of the meeting, someone will be assigned to gather the information, report it to the Capital Projects Manager, for inclusion in the meeting minutes.

- Engineering Permit
- Building Permit
- SFWMD Permit
- BC DPEP Permit
- BC Health Department Permit
- Other Permits

END OF SECTION

**DOCUMENT 00900**

**ADDENDUM**

**RIGHT OF WAY WATER SERVICE REPLACEMENTS**

**Bid Number: 2026-009  
City of Lauderhill, Florida**

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## **Affidavit of Compliance with Anti-Human Trafficking Laws**

Pursuant to Section 787.06(13) of the Florida Statutes, the undersigned, on behalf of Entity, hereby affirms under penalty of perjury the following:

1. Entity does not engage in the use of coercion for labor or services as defined in Section 787.06, Florida Statutes, relating to "Human Trafficking."
  
2. The undersigned is duly authorized to execute this affidavit on behalf of the Entity, and affirms that the statements made herein are true and correct under penalty of perjury.

Dated this \_\_\_\_ day of \_\_\_\_\_, **20**\_\_\_\_

Signed: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Entity: \_\_\_\_\_

Location Information			System-Owned Portion								Entire Service Line Material Classification	Other Potential Sources of Lead			Lead Service Line Replacement (LSLR)	
Unique Service Line ID	Location Identifier		System-Owned Portion Service Line Material Classification	If Non-Lead in Column G, Was Material Ever Previously Lead?	Service Line Installation Date	Service Line Size	Basis of Material Classification	Was the Service Line Material Field Verified?	If "Yes" Service Line Material Was Field Verified:			Notes	Is there a Lead Connector?	Is there Lead Solder in the Service Line?	Describe Other Fittings and Equipment Connected to the Service Line that Contain Lead	Date of System-owned LSLR
	Street Address	Other Location Identifier							Describe the Field Verification Method	Enter the Date of Field Verification						
A Unique ID is recommended for each service line.	Water systems must track addresses of all service lines in their internal inventory. For the publicly accessible version, location identifiers are required for lead and galvanized requiring replacement. If the system does not use addresses for their location identifier, other options could include GPS coordinates, landmark, intersection, block, or other details to specify service line locations.		Dropdown list includes recommended subclassifications. If "Non-Lead Other", describe in Notes field	Select Yes, No, or Don't know. Important for determining if downstream/ customer-owned galvanized service line requires replacement	Date, year, or estimated date range when the service line was installed or replaced	Diameter in inches	Select option from drop down list. If "Other," describe in the Notes field	Select Yes or No	Select option from drop down list. If "Other," describe in the Notes field	Enter approximate date of field verification or date that the record was updated	Can use this field for documenting additional relevant information, including when classification changes.	Dropdown list includes four required service line classifications of Lead, Non-lead, Galvanized Requiring Replacement, or Unknown	For example, lead gooseneck or pigtail where the water main is connected to the service line	Select Yes, No, or Don't Know	For example, backflow preventer or meter containing lead	
EPA-000001	4510 NW 13 CT, LAUDERHILL, FL 33313		Unknown - Lead Status Unknown	Unknown	8/1/1964	Unknown	Not Specified					Unknown	Unknown	Unknown		
EPA-000002	8630 NW 47 CT, LAUDERHILL, FL 33351		Unknown - Lead Status Unknown	Unknown	5/6/1976	Unknown	Not Specified					Unknown	Unknown	Unknown		
EPA-000003	8210 NW 44 CT, LAUDERHILL, FL 33351		Non-lead - Plastic	Unknown	9/6/1996	Unknown	Installation date after lead ban					Non-Lead	Unknown	Unknown		
EPA-000004	8510 NW 45 ST, LAUDERHILL, FL 33351		Unknown - Lead Status Unknown	Unknown	5/6/1976	Unknown	Not Specified					Unknown	Unknown	Unknown		
EPA-000005	1140 NW 45 AVE, LAUDERHILL, FL 33313		Unknown - Lead Status Unknown	Unknown	10/4/1962	Unknown	Not Specified					Unknown	Unknown	Unknown		
EPA-000006	5641 NW 12 CT, LAUDERHILL, FL 33313		Unknown - Lead Status Unknown	Unknown	10/23/1962	Unknown	Not Specified					Unknown	Unknown	Unknown		
EPA-000007	4832 NW 66 AVE, LAUDERHILL, FL 33319		Non-lead - Other	Unknown	9/9/1992	Unknown	Installation date after lead ban					Non-Lead	Unknown	Unknown		
EPA-000008	5304 NW 64 TER, LAUDERHILL, FL 33319		Non-lead - Other	Unknown	10/15/1993	Unknown	Installation date after lead ban					Non-Lead	Unknown	Unknown		
EPA-000009	7031 NW 49 ST, LAUDERHILL, FL 33319		Unknown - Lead Status Unknown	Unknown	9/12/1980	Unknown	Not Specified					Unknown	Unknown	Unknown		
EPA-000010	7389 NW 47 PL, LAUDERHILL, FL 33319		Unknown - Lead Status Unknown	Unknown	9/12/1980	Unknown	Not Specified					Unknown	Unknown	Unknown		
EPA-000011	1421 NW 51 AVE, LAUDERHILL, FL 33313		Unknown - Lead Status Unknown	Unknown	5/18/1962	Unknown	Not Specified					Unknown	Unknown	Unknown		
EPA-000012	6520 NW 44 CT, LAUDERHILL, FL 33319		Non-lead - Other	Unknown	10/25/1984	Unknown	Installation date after lead ban					Non-Lead	Unknown	Unknown		
EPA-000013	8230 NW 46 CT, LAUDERHILL, FL 33351		Unknown - Lead Status Unknown	Unknown	5/6/1976	Unknown	Not Specified					Unknown	Unknown	Unknown		
EPA-000014	8311 NW 52 ST, LAUDERHILL, FL 33351		Unknown - Lead Status Unknown	Unknown	6/10/1977	Unknown	Not Specified					Unknown	Unknown	Unknown		
EPA-000015	8630 NW 53 ST, LAUDERHILL, FL 33351		Unknown - Lead Status Unknown	Unknown	6/10/1977	Unknown	Not Specified					Unknown	Unknown	Unknown		
EPA-000016	5201 NW 22 ST, LAUDERHILL, FL 33313		Non-lead - Other	Unknown	5/3/1972	Unknown	Installation date after lead ban					Non-Lead	Unknown	Unknown		
EPA-000017	4750 NW 65 AVE, LAUDERHILL, FL 33319		Non-lead - Other	Unknown	9/9/1992	Unknown	Installation date after lead ban					Non-Lead	Unknown	Unknown		
EPA-000018	4351 NW 12 CT, LAUDERHILL, FL 33313		Unknown - Lead Status Unknown	Unknown	8/1/1964	Unknown	Not Specified					Unknown	Unknown	Unknown		
EPA-000019	4401 NW 11 ST, LAUDERHILL, FL 33313		Unknown - Lead Status Unknown	Unknown	10/4/1962	Unknown	Not Specified					Unknown	Unknown	Unknown		
EPA-000020	4870 NW 65 AVE, LAUDERHILL, FL 33319		Non-lead - Other	Unknown	9/9/1992	Unknown	Installation date after lead ban					Unknown	Unknown	Unknown		
EPA-000021	7481 NW 49 PL, LAUDERHILL, FL 33319		Unknown - Lead Status Unknown	Unknown	9/12/1980	Unknown	Not Specified					Unknown	Unknown	Unknown		
EPA-000022	5300 NW 22 CT, LAUDERHILL, FL 33313		Non-lead - Other	Unknown	5/3/1972	Unknown	Installation date after lead ban					Non-Lead	Unknown	Unknown		
EPA-000023	5425 NW 16 ST, LAUDERHILL, FL 33313		Unknown - Lead Status Unknown	Unknown	1/10/1969	Unknown	Not Specified					Unknown	Unknown	Unknown		
EPA-000024	7921 NW 54 ST, LAUDERHILL, FL 33351		Unknown - Lead Status Unknown	Unknown	11/16/1983	Unknown	Not Specified					Unknown	Unknown	Unknown		
EPA-000025	7377 NW 47 PL, LAUDERHILL, FL 33319		Unknown - Lead Status Unknown	Unknown	9/12/1980	Unknown	Not Specified					Unknown	Unknown	Unknown		
EPA-000026	5105 NW 66 AVE, LAUDERHILL, FL 33319		Non-lead - Other	Unknown	10/15/1993	Unknown	Installation date after lead ban					Non-Lead	Unknown	Unknown		
EPA-000027	5011 NW 16 ST, LAUDERHILL, FL 33313		Unknown - Lead Status Unknown	Unknown	10/1/1963	Unknown	Not Specified					Unknown	Unknown	Unknown		
EPA-000028	5300 NW 23 ST, LAUDERHILL, FL 33313		Non-lead - Other	Unknown	5/3/1972	Unknown	Installation date after lead ban					Non-Lead	Unknown	Unknown		
EPA-000029	5007 NW 67 AVE, LAUDERHILL, FL 33319		Non-lead - Other	Unknown	1/1/1991	Unknown	Installation date after lead ban					Non-Lead	Unknown	Unknown		
EPA-000030	1651 NW 51 AVE, LAUDERHILL, FL 33313		Unknown - Lead Status Unknown	Unknown	10/1/1963	Unknown	Not Specified					Unknown	Unknown	Unknown		
EPA-000031	7851 NW 54 ST, LAUDERHILL, FL 33351		Unknown - Lead Status Unknown	Unknown	11/16/1983	Unknown	Not Specified					Unknown	Unknown	Unknown		
EPA-000032	4836 NW 67 AVE, LAUDERHILL, FL 33319		Non-lead - Other	Unknown	9/9/1992	Unknown	Installation date after lead ban					Non-Lead	Unknown	Unknown		
EPA-000033	8241 NW 54 ST, LAUDERHILL, FL 33351		Unknown - Lead Status Unknown	Unknown	6/10/1977	Unknown	Not Specified					Unknown	Unknown	Unknown		
EPA-000034	8710 NW 46 ST, LAUDERHILL, FL 33351		Unknown - Lead Status Unknown	Unknown	5/6/1976	Unknown	Not Specified					Unknown	Unknown	Unknown		
EPA-000035	5113 NW 66 AVE, LAUDERHILL, FL 33319		Non-lead - Other	Unknown	10/15/1993	Unknown	Installation date after lead ban					Non-Lead	Unknown	Unknown		
EPA-000036	8111 NW 47 ST, LAUDERHILL, FL 33351		Unknown - Lead Status Unknown	Unknown	5/20/1976	Unknown	Not Specified					Unknown	Unknown	Unknown		
EPA-000037	7981 NW 54 ST, LAUDERHILL, FL 33351		Unknown - Lead Status Unknown	Unknown	11/16/1983	Unknown	Not Specified					Unknown	Unknown	Unknown		
EPA-000038	4971 NW 15 CT, LAUDERHILL, FL 33313		Unknown - Lead Status Unknown	Unknown	5/18/1962	Unknown	Not Specified					Unknown	Unknown	Unknown		
EPA-000039	7440 NW 39 ST, LAUDERHILL, FL 33319		Unknown - Lead Status Unknown	Unknown	1/7/1986	Unknown	Not Specified					Unknown	Unknown	Unknown		
EPA-000040	7300 NW 35 ST, LAUDERHILL, FL 33319		Unknown - Lead Status Unknown	Unknown		Unknown	Not Specified					Unknown	Unknown	Unknown		
EPA-000041	7431 NW 40 ST, LAUDERHILL, FL 33319		Non-lead - Other	Unknown	1/7/1986	Unknown	Installation date after lead ban					Non-Lead	Unknown	Unknown		
EPA-000042	8631 NW 52 ST, LAUDERHILL, FL 33351		Unknown - Lead Status Unknown	Unknown	6/10/1977	Unknown	Not Specified					Unknown	Unknown	Unknown		
EPA-000043	4260 NW 24 ST, LAUDERHILL, FL 33313		Unknown - Lead Status Unknown	Unknown	3/12/1965	Unknown	Not Specified					Unknown	Unknown	Unknown		
EPA-000044	8530 NW 52 ST, LAUDERHILL, FL 33351		Unknown - Lead Status Unknown	Unknown	6/10/1977	Unknown	Not Specified					Unknown	Unknown	Unknown		
EPA-000045	8550 NW 53 ST, LAUDERHILL, FL 33351		Unknown - Lead Status Unknown	Unknown	6/10/1977	Unknown	Not Specified					Unknown	Unknown	Unknown		
EPA-000046	5319 NW 67 AVE, LAUDERHILL, FL 33319		Non-lead - Other	Unknown	10/15/1993	Unknown	Installation date after lead ban					Non-Lead	Unknown	Unknown		
EPA-000047	8215 NW 49 ST, LAUDERHILL, FL 33351		Unknown - Lead Status Unknown	Unknown	5/6/1976	Unknown	Not Specified					Unknown	Unknown	Unknown		
EPA-000048	5200 NW 65 AVE, LAUDERHILL, FL 33319		Non-lead - Other	Unknown	10/15/1993	Unknown	Installation date after lead ban					Non-Lead	Unknown	Unknown		
EPA-000049	5150 NW 75 AVE, LAUDERHILL, FL 33319		Non-lead - Other	Unknown	8/26/1986	Unknown	Installation date after lead ban					Non-Lead	Unknown	Unknown		
EPA-000050	4910 NW 17 CT, LAUDERHILL, FL 33313		Unknown - Lead Status Unknown	Unknown		Unknown	Not Specified					Unknown	Unknown	Unknown		
EPA-000051	6421 NW 53 ST, LAUDERHILL, FL 33319		Non-lead - Other	Unknown	10/15/1993	Unknown	Installation date after lead ban					Non-Lead	Unknown	Unknown		
EPA-000052	8211 NW 45 ST, LAUDERHILL, FL 33351		Non-lead - Plastic	Unknown	9/6/1996	Unknown	Installation date after lead ban					Non-Lead	Unknown	Unknown		
EPA-000053	6428 NW 51 CT, LAUDERHILL, FL 33319		Non-lead - Other	Unknown	10/15/1993	Unknown	Installation date after lead ban					Non-Lead	Unknown	Unknown		
EPA-000054	4731 NW 65 AVE, LAUDERHILL, FL 33319		Non-lead - Other	Unknown	9/9/1992	Unknown	Installation date after lead ban					Non-Lead	Unknown	Unknown		
EPA-000055	7089 NW 49 CT, LAUDERHILL, FL 33319		Unknown - Lead Status Unknown	Unknown	9/12/1980	Unknown	Not Specified					Unknown	Unknown	Unknown		
EPA-000056	1700 NW 55 AVE, LAUDERHILL, FL 33313		Unknown - Lead Status Unknown	Unknown	1/10/1969	Unknown	Not Specified					Unknown	Unknown	Unknown		