



# **JACKSON COUNTY FLORIDA**

## **County Road 162 HMGP**

**BID # 1617-ENG 4**

**Jackson County  
Board of County Commissioners  
2864 Madison Street  
Marianna, FL 32448**

**County Commissioners  
District 1 - Willie Spires, PHD  
District 2 - Clint Pate, Vice-Chairman  
District 3 - Chuck Lockey  
District 4 - Eric Hill, Chairman  
District 5 - Jim Peacock**

**County Engineer  
Larry Alvarez, P.E.  
2828 Owens Street  
Marianna, FL 32446  
Phone (850) 482-9677  
Fax (850) 482-9063  
Email [lalvarez@jacksoncountyfl.com](mailto:lalvarez@jacksoncountyfl.com)**

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Location Map Highlighting Roads Included

**SECTION 00010  
ADVERTISEMENT FOR BIDS**

PROJECT NAME: County Road 162 Elevation and Drainage Phase II (HMGP) Project

Sealed bids, submitted in triplicate, will be received by the Board of County Commissioners of Jackson County, Florida, (Owner), until 1:00 p.m. (Central Time) September 25, 2019 at the County Engineer's Office (County Engineer, Larry Alvarez), 4979 Healthy Way (located in Environmental Health at the Health Department), Marianna, FL 32446 for the construction of the following described Project:

**County Road 162 Elevation and Drainage Phase II (HMGP) Project**

The project is to improve drainage on CR 162 and is funded through the Hazard Mitigation Grant Program (HMGP) DR 4177-31-A as approved by the Florida Division of Emergency Management and the Federal Emergency Management Agency (FEMA). The Work includes reconstruction and resurfacing the road, along with raising the elevation of the centerline of the road to prevent the road flooding during heavy rainfall events. Unsuitable areas will be removed and reconstructed as directed by the Engineer/Inspector. Grading and shoulder work will be performed as needed to restore positive drainage and as directed, pipes will be replaced as indicated on the plans. All pipes shall be cleaned and cleared of debris and soil, mitered ends added as indicated on the plans. Maintenance of traffic, sod, seed and mulch all disturbed areas not covered by sod, driveways, aprons, stormwater pollution prevention, grading ditches as needed to provide positive drainage, and other as directed by the Engineer/Inspector.

**A Non-Mandatory Pre-Bid** Meeting will be held on August 28, 2019 at 9:00 AM central time at the Jackson County Engineering Department. Potential bidders are encouraged to attend. The deadline for receipt of questions will be September 18, 2019 at 2:00 PM Central Time. Questions must be submitted in writing to the County Engineer (email [lavarez@jacksoncountyfl.com](mailto:lavarez@jacksoncountyfl.com) with a copy to the Jeannie Bean (email [jbean@jacksoncountyfl.com](mailto:jbean@jacksoncountyfl.com)).

Bids will be opened and recorded at 1:10 PM (or immediately thereafter) on September 25, 2019 at the Jackson County Board of County Commissioners Board Room at 2864 Madison Street. Bids may also be submitted to the County Engineer at the Board Room from 12:50 PM until 1:10 PM Central Time.

Plans, specifications, and contract documents will be open for public inspection after noon on August 21, 2019 at the County Engineers Office at 4979 Healthy Way. Bid documents must be obtained from:

County Engineer  
Attn: Larry Alvarez  
4979 Healthy Way  
Marianna, Florida 32446  
(850) 573-7491

upon payment of \$ No Charge per set which amount constitutes the cost of reproduction and handling. This payment will not be refunded.

The Owner reserves the right to waive any informality or to reject any or all bids. Each Bidder must deposit with his/her bid, security in the amount, form and subject to the conditions provided in the Information for Bidders. Sureties used for obtaining bonds must appear as acceptable according to the Department of Treasury Circular 570. Bidders must be Pre-approved by FDOT or Jackson County and in good standing with FDOT and the County.

No bid may be withdrawn for a period of sixty days after the scheduled closing time for receipt of bids.

To the extent applicable to this project, attention of Bidders is particularly called to the requirements of the Special Provisions, conditions of employment to be observed, and minimum wage rates to be paid under the Contract (if applicable), Section 3, Segregated Facilities, Section 109 Executive Order 11246, and all applicable laws and regulations of the Federal government and State of Florida, and bonding and insurance requirements.

Minorities and female contractors and subcontractors are encouraged to bid.

IN PARTICULAR, BIDDERS SHOULD NOTE THE REQUIRED ATTACHMENTS AND CERTIFICATIONS TO BE EXECUTED AND SUBMITTED WITH THE FORM OF BID PROPOSAL.

DATE: \_\_\_\_\_

**EQUAL OPPORTUNITY EMPLOYER  
HANDICAP ACCESSIBLE/FAIR HOUSING JURISDICTION**

**SECTION 00020**

**INFORMATION FOR BIDDERS  
(GRANT PROJECTS)**

**CONTENTS**

- 1.0 RECEIPT AND OPENING OF BIDS**
- 2.0 PREPARATION OF BID**
- 3.0 SUBCONTRACTS**
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- 25.0 LIMITATION OF DAMAGES**

**1.0 RECEIPT AND OPENING OF BIDS**

Bid Proposals will be received by the **Board of County Commissioners of Jackson County**, Florida, (herein called the "Owner") until time and place indicated in the "Advertisement for Bids", and then at said office publicly opened and read aloud.

Bids shall be submitted on the forms attached hereto, all blanks of which must be appropriately completed. The Bid shall be submitted in triplicate with original signatures on all forms and shall be enclosed in a sealed envelope clearly marked:

**SEALED BID ENCLOSED**

**Attention: LARRY ALVAREZ, COUNTY ENGINEER**  
**Environmental Health Offices, 4979 Healthy Way**  
**Marianna, FL 32446**  
**HGMP 4177-31-A County Road 162 Elevation and Drainage Project**  
**To be open September 25, 2019 at 1:10PM (CT) Jackson County BCC**

The Owner may consider informal any Bid not prepared and submitted in accordance with the provisions thereof and may waive any informalities or reject any and all Bids. Any Bid may be withdrawn prior to the above scheduled time for the opening of Bids or authorized postponement thereof. Any Bid received after the time and date specified shall not be considered. No Bidder may withdraw a Bid within 60 days after the actual date of the opening thereof.

## **2.0 PREPARATION OF BID**

Each Bid Proposal must be submitted on the prescribed form and accompanied by all forms contained in sections 00300 through 00370. Photocopies of these forms are acceptable; however, each copy must contain an original (wet) ink signature. See Paragraph 3.0 concerning subcontractor certification requirements. All blank spaces for Bid prices must be completed in ink or typewritten, in both words and figures, and the Certifications and forms must be fully completed and executed when submitted.

Each must be submitted in a sealed envelope bearing on the outside the name of the Bidder, his/her address, contractor's license number and the name of the project for which the Bid is submitted. If forwarded by mail, the sealed envelope containing the Bid must be enclosed in another envelope addressed to the office indicated above.

## **3.0 SUBCONTRACTS**

The Bidder is specifically advised that any person or other party to whom it is proposed to award a subcontract under this Contract:

- A. Must be acceptable to the Owner after verification by the Department of Community Affairs of the current eligibility status; and
- B. Must submit a Certification by Proposed Subcontractor Regarding Equal Employment Opportunity, Form 950.2; Certification by Proposed Subcontractor Concerning Labor Standards and Prevailing Wage Requirements, Form 1422; and Certification of Proposed Subcontractor Regarding Section 3 and Segregated Facilities. Approval of the proposed subcontract award cannot be given by the Owner unless and until the proposed subcontractor has submitted the Certifications and/or other evidence showing that it has fully complied with any reporting requirement to which it was subject. Although the Bidder is not required to attach such Certifications by proposed subcontractors to his/her Bid, the Bidder is hereby advised of this requirement so that appropriate action can be taken to prevent subsequent delay in subcontract awards.

## **4.0 TELEGRAPHIC MODIFICATION**

Any Bidder may modify his/her Bid by telegraphic communication at any time prior to the scheduled closing time for receipt of Bids, provided such telegraphic communication is received by the Owner prior to the closing time, and, provided further, the Owner is satisfied that a written confirmation of the telegraphic modification over the signature of the Bidder was mailed prior to the closing time. The telegraphic communication should not reveal the Bid price but should provide the addition or subtraction or other modification so that the final prices or terms will not be known by the Owner until the sealed Bid is opened. If written confirmation is not received within two days from the closing time, no consideration will be given the telegraphic modification.

## **5.0 QUALIFICATIONS OF BIDDERS**

The Owner may make such investigations as is deemed necessary to determine that the Bidder/Contractor has the necessary facilities, ability and financial resources to perform the work in a satisfactory manner within the time specified; that he has had experience in construction work of the same or similar nature and complexity; and that he has the financial capability, past history, and references which will serve to satisfy the Owner beyond any doubt as to his qualifications for doing the work.

The Bidder or his subcontractor at the time of bid opening must have a current and valid state and/or local licenses for each type of work contemplated under this contract.

The Bidder shall furnish to the Owner all such information and data for this purpose as the Owner may request. The Owner reserves the right to reject any Bid if the evidence submitted by, or investigation of, such Bidder fails to satisfy the Owner that such Bidder is properly qualified to carry out the obligations of the Contract and to complete the work contemplated therein. Conditional Bids may not be accepted.

## **6.0 BID GUARANTEE**

(Applicable if Total Bid with All Alternates is \$50,000 or more).

Each Bid shall be accompanied by a Bid Guarantee in the sum of not less than five (5) percent of the total amount Bid, including all additive alternates but excluding all deductive alternates, which shall be a certified check (certified checks offered as Bid Guarantees must have Florida documentary stamps attached), or cashier's check, or a bank draft made payable to the Owner, or a Bid Bond prepared and submitted on a copy of the form included with the Contract Documents. The Surety Company on said Bond shall be a duly authorized Surety Company satisfactory to the Owner. A Bid Bond must be signed or countersigned by a Florida Resident Insurance Agent. Such check or Bid Bond shall be submitted with the understanding that it shall guarantee that the Bidder will not withdraw his Bid for a period of sixty (60) days after the scheduled closing time for the receipt of Bids, that if his Bid is accepted, he will enter into a formal Contract with the Owner in accordance with the form of agreement included as a part of the Contract Documents, and that the required Bond will be given; furthermore, in the event of the withdrawal of said Bid within said period, or failure to enter into said Contract and give said Bond within ten (10) days after he has received notice of acceptance of his Bid, the Bidder shall be liable to the Owner for the full amount of the Bid Guarantee as representing the damage to the Owner on account of the default of the Bidder in any particular thereof. The Bid Guarantees shall be returned to all except the three lowest Bidders within fifteen (15) days after the formal opening of Bids. The Owner reserves the right to hold the Bid Guarantee of the three lowest Bidders until the Owner and the accepted Bidder have executed the Contract and the Performance and Payment Bond has been approved by the Owner. If the required Contract and the Bond have not been executed within sixty (60) days, or the length specified in the Proposal, if longer, after the date of the opening of the Bids, then the Bid Guarantee of any Bidder will be returned upon his request, provided he has not been notified of the acceptance of his Bid prior to the date of such request.

## **7.0 LIQUIDATED DAMAGES FOR FAILURE TO ENTER INTO CONTRACT**

The successful Bidder, upon failure or refusal to execute and deliver the Contract and Bonds required within 10 days after receipt of notice of the acceptance of the Bid, shall forfeit to the Owner, as liquidated damages for such failure or refusal, the security deposited with the Bid.

## **8.0 TIME AND COMPLETION OF LIQUIDATED DAMAGES**

Bidder must agree to commence work within 10 days after the date to be specified in a written "Notice to Proceed" of the Owner and to fully complete the project within time indicated in the "Proposal and Bid Form". Bidder must also agree to pay as liquidated damages, the amount indicated in the "Proposal and Bid Form" for each consecutive calendar day thereafter as hereinafter provided in the General Conditions.

## **9.0 CONDITIONS OF WORK**

Each Bidder must inform himself/herself fully of the conditions relating to the construction of the project and the employment labor thereon. Failure to do so will not relieve a successful Bidder of his obligation to furnish all material and labor necessary to carry out the provisions of this Contract. Insofar as possible, the Contractor, in carrying out the work, must employ such methods or means as will not cause any interruption or interference with the work of any other Contractor.

## **10.0 ADDENDA AND INTERPRETATIONS**

No interpretation of the meaning of the plans, specification or other pre-Bid Documents will be made to any Bidder orally. All questions about the meaning or intent of the Contract Documents shall be submitted to the Engineer in writing. Replies will be issued by Addenda emailed or delivered to all parties recorded by the Engineer as having received the Bidding Documents. Questions received after the date indicated in the advertisement will not be answered.

## **11.0 CONTRACT SECURITY AND INSURANCE**

Upon execution of a Contract for work covered by this project or parts of this project, the Contractor shall furnish a Surety Bond in an amount not less than 200 percent of the Contract price (100% Performance Bond and 100% Payment Bond) as set forth in Paragraph 29, General Conditions, of this Specification. The Surety Bond must remain valid for one year beyond the date of acceptance of the completed construction project. The Contractor(s) shall furnish the Owner with proof of carriage of insurance. The Contractor(s) will maintain Insurance as set forth in Paragraph 28 of the General Conditions and Paragraph 4 of the Supplemental General Conditions.

## **12.0 POWER OF ATTORNEY**

Attorneys-in-fact who sign Bid Bonds or Contract Bonds must file with each Bond a certified and effectively dated copy of their power of attorney.

## **13.0 NOTICE OF SPECIAL CONDITIONS**

Attention is particularly called to those parts of the Contract Documents and Specifications which deal with the following:

- A. Inspection and testing materials
- B. Insurance requirements.
- C. Wage rates.
- D. Inspection and testing of materials.
- E. Minimum wage rates.
- F. Section 3 requirements.
- G. Section 109 requirements.
- H. Segregated facilities.

## **14.0 LAWS AND REGULATIONS**

The Bidder's attention is directed to the fact that all applicable State laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the Contract throughout, and they will be deemed to be included in the Contract the same as though herein written out in full.

## **15.0 SAFETY STANDARDS AND ACCIDENT PREVENTION**

With respect to all work performed under this Contract, the Contractor shall:

- A. Comply with the safety standards provisions of applicable laws, building and construction codes and the "Manual of Accident Prevention in Construction" published by the Associated General Contractors of America, the requirements of the Occupational Safety and Health Act of 1970 (Public Law 91-596), and the requirements of Title 29 of the Code of Federal Regulations, Section 1518 as published in the "Federal Register", Volume 36, No. 75, Saturday, April 17, 1971.
- B. Exercise every precaution at all times for the prevention of accidents and the protection of persons (including employees) and property.
- C. Maintain at his/her office or other well known place at the job site, all articles necessary for giving first aid to the injured, and shall make standing arrangements for the immediate removal to a hospital or a doctor's care of persons (including employees) who may be injured on the job site. In no case shall employees be permitted to work at a job site before the employer has made a standing arrangement for removal of injured persons to a hospital or a doctor's care.

## **16.0 CONDITIONS OF WORK AND VISIT TO SITE**

Each Bidder shall visit the site of the proposed work and fully acquaint himself with conditions relating to construction and labor so that he may fully understand facilities, difficulties and restrictions attending the execution of work under the Contract and the employment of labor thereon. Bidder shall thoroughly examine and be familiar with specifications. The failure or omission of any Bidder to receive or examine any form, instrument, addendum or other documents, or to visit the site and acquaint himself with conditions there existing, shall in no way relieve any Bidder from any obligation with respect to his Bid or to the Contract(s). The submission of a Bid shall be taken as prima facie evidence of compliance with this Section. The Bidder has not relied on and will not rely on any statement, disclosure, representation or warranty with respect to any matter affecting the Bid or any failure (alleged or actual) of the Owner to make any disclosure of any latent or other site conditions.

#### **17.0 SUBSOIL AND GROUNDWATER CONDITIONS**

Each Bidder is expected to take his or her own soil investigations at the site(s) to determine and satisfy himself / herself of the actual site conditions and types of the subsoil quality and groundwater that exists and will be required to work in and prepare their Bid accordingly.

#### **18.0 QUANTITIES**

Quantities shown in the Proposal and Bid Form are approximately only and are subject to either increase or decrease. The quantities indicated are based on the actual scope of the project as shown on the drawings. Should the quantities of any of the items of the work be increased, the Contractor(s) proposes to do the additional work at the unit Bid prices; and should the quantities of any item be decreased, the Contractor(s) understands that payment will be made on actual quantities constructed and accepted at the unit Bid price, and will make no claim for anticipated profits for any decrease in quantities.

#### **19.0 BASIS OF BID**

Bids shall be submitted on the Base Bid, Additive Alternates, and Deductive Alternates as indicated. No Proposal shall contain limitations regarding the award of the Contract in which the limitations are at the option of the Bidder.

#### **20.0 AWARD OF CONTRACT**

The Contract will be awarded to the lowest, responsive, responsible Bidder, provided the Bid is reasonable and it is in the interest of the Owner to accept. The Owner reserves the right to reject any or all Bids and to waive informalities. If at the time of Award of Contract funds for construction exceed the lowest Base Bid submitted by a responsible Bidder, the award will be for the Base Bid, plus Additive Alternates determined for inclusion by the Owner; however, if the Base Bid exceeds the estimated funds for construction, the Base Bid combined with such Deductive Alternates applied in numerical order as listed in the Proposal and Bid Form to produce a net amount which is within the available funds.

#### **21.0 DEDUCTIVE OR ADDITIVE ALTERNATES**

The prices Bid in the Base Bid portion of the Bid and Proposal Form shall be utilized in preparing the Deductive or Additive Alternate portions of the Bid and Proposal Form.

#### **22.0 PAYMENTS**

Payment for all work or equipment will be made by the Owner in accordance with the terms set out in the Contract(s). Estimates will be made by the Contractor(s) and checked by the Engineer.

#### **23.0 CERTIFICATIONS**

Before any payments, either partial or final, may be made to the Contractor(s) for work performed, written certification must be filed with the Owner by the Contractor(s) that the items for which requisition for



payment is made have not been paid and that there are no vendors', mechanics' or other liens or rights to lien or conditional sale Contracts which should be satisfied or discharged before such payment is made.

#### **24.0 PLANS AND SPECIFICATIONS**

The Contractor(s) will be furnished three sets of plans and technical specifications by the Owner for use in construction. Additional sets may be obtained by the Contractor(s), on request, at the cost of reproduction and distribution listed in "Advertisement for Bids".

#### **26.0 LIMITATION OF DAMAGES**

The Bidder agrees and acknowledges that the Owner shall not be liable to Bidder or to any other person, firm, corporation, or company for any general, special, consequential or other damages (including, but not limited to, loss of profits) arising out of the Bidding process and the awarding or failure to award of the Project to the Bidder or to any other person, firm, corporation or company.

**END OF SECTION**

## SECTION 00021

### SPECIAL CONDITIONS

These Special Conditions specifically amend and supplement other provisions of the Contract Documents. In the event of a conflict between these conditions, and other conditions, the more stringent shall govern.

(i) Contract provisions. A grantee's and subgrantee's contracts must contain provisions in paragraph (i) of this section. Federal agencies are permitted to require changes, remedies, changed conditions, access and records retention, suspension of work, and other clauses approved by the Office of Federal Procurement Policy.

(1) Administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate.

(Contracts more than the simplified acquisition threshold)

(2) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement.

(All contracts in excess of \$10,000)

(3) Compliance with Executive Order 11246 of September 24, 1965, entitle

"Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60). (All construction contracts awarded in excess of \$10,000 by grantees and their contractors or subgrantees)

(4) Compliance with the Copeland

"Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3). (All contracts and subgrants for construction or repair)

(5) Compliance with the Davis-Bacon

Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor regulations (29 CFR part 5). (Construction contracts in excess of \$2000 awarded by grantees and subgrantees when required by Federal grant program legislation)

(6) Compliance with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor

regulations (29 CFR Part 5). (Construction contracts awarded by grantees and subgrantees in excess of \$2000, and in excess of \$2500 for other contracts which involve the employment of mechanics or laborers)

(7) Notice of awarding agency requirements and regulations pertaining to reporting.

(8) Notice of awarding agency requirements and regulations pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under such contract.

(9) Awarding agency requirements and regulations pertaining to copyrights and rights in data.

(10) Access by the grantee, the subgrantee, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.

(11) Retention of all required records for three years after grantees or subgrantees make final payments and all other pending matters are closed.

(12) Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and subgrants of amounts in excess of \$100,000)

(13) Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871) [53 FR 8078, 8087, Mar. 11, 1988, as amended at 60 FR 19639, 19645, Apr. 19, 1995]

### END SPECIAL CONDITIONS

**Federal Provisions to be included in Local Agency Contracts:**

**TERMS FOR FEDERAL-AID CONTRACTS**

The following terms apply to all contracts in which it is indicated in the Standard Professional Services Agreement that the services involve the expenditure of federal funds:

- A. It is understood and agreed that all rights of the Agency relating to inspection, review, approval, patents, copyrights, and audit of the work, tracing, plans, specifications, maps, data, and cost records relating to this Agreement shall also be reserved and held by authorized representatives of the United States of America.
- B. It is understood and agreed that, in order to permit federal participation, no supplemental agreement of any nature may be entered into by the parties hereto with regard to the work to be performed hereunder without the approval of the U.S. Department of Transportation, anything to the contrary in this Agreement notwithstanding.
- C. Compliance with Regulations: The Consultant shall comply with the Regulations of the U.S. Department of Transportation Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Agreement.
- D. Nondiscrimination: The Consultant, with regard to the work performed during the contract, shall not discriminate on the basis of race, color, national origin, sex, age, disability, religion or family status in the selection and retention of subcontractors, including procurements of material and leases of equipment. The Consultant will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- E. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations made by the Consultant, either by competitive bidding or negotiation for work to be performed under a subcontract, including procurements of materials and leases of equipment, each potential subcontractor or supplier shall be notified by the Consultant of the Consultant's obligations under this contract and the Regulations relative to nondiscrimination on the basis of race, color, national origin, sex, age, disability, religion or family status.
- F. Information and Reports: The Consultant will provide all information and reports required by the Regulations, or directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Agency, Florida Department of

- Transportation, Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or Federal Motor Carrier Safety Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of the Consultant is in the exclusive possession of another who fails or refuses to furnish this information, the Consultant shall so certify to the Agency, Florida Department of Transportation, Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration as appropriate, and shall set forth what efforts it has made to obtain the information.
- G. Sanctions for Noncompliance: In the event of the Consultant's noncompliance with the nondiscrimination provisions of this contract, the Agency shall impose such contract sanctions as it or the Florida Department of Transportation, Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or Federal Motor Carrier Safety Administration may determine to be appropriate, including, but not limited to,
1. withholding of payments to the Consultant under the contract until the Consultant complies and/or
  2. cancellation, termination or suspension of the contract, in whole or in part.
- H. Incorporation or Provisions: The Consultant will include the provisions of Paragraph C through H in every subcontract, including procurements of materials and leases of equipment unless exempt by the Regulations, order, or instructions issued pursuant thereto. The Consultant will take such action with respect to any subcontract or procurement as the Agency, Florida Department of Transportation, Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration may direct as a means of enforcing such provisions, including sanctions for noncompliance. In the event a Consultant becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Consultant may request the Agency to enter into such litigation to protect the interests of the Agency, and, in addition, the Consultant may request the United States to enter into such litigation to protect the interests of the United States.
- I. Interest of Members of Congress: No member of or delegate to the Congress of the United States will be admitted to any share or part of this contract or to any benefit arising therefrom.
- J. Interest of Public Officials: No member, officer, or employee of the public body or of a local public body during his tenure or for one year thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof. For purposes of this provision, public body shall include municipalities and other

political subdivisions of States; and public corporations, boards, and commissions established under the laws of any State.

- K. Participation by Disadvantaged Business Enterprises: The Consultant shall agree to abide by the following statement from 49 CFR 26.13(b). This statement shall be included in all subsequent agreements between the Consultant and any subconsultant or contractor.

The Consultant, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the Consultant to carry out these requirements is a material breach of this contract, which may result in termination of this contract or other such remedy as the recipient deems appropriate.

- L. It is mutually understood and agreed that the willful falsification, distortion or misrepresentation with respect to any facts related to the project(s) described in this Agreement is a violation of the Federal Law. Accordingly, United States Code, Title 18, Section 1020, is hereby incorporated by reference and made a part of this Agreement.
- M. It is understood and agreed that if the Consultant at any time learns that the certification it provided the Agency in compliance with 2 CFR, Part 180, was erroneous when submitted or has become erroneous by reason of changed circumstances, the Consultant shall provide immediate written notice to the Agency. It is further agreed that the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction" as set forth in 49 CFR, Section 29.510, shall be included by the Consultant in all lower tier covered transactions and in all aforementioned federal regulation.
- N. The Agency hereby certifies that neither the consultant nor the consultant's representative has been required by the Agency, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this contract, to

1. employ or retain, or agree to employ or retain, any firm or person, or
2. pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind;

The Agency further acknowledges that this agreement will be furnished to a federal agency, in connection with this contract involving participation of Federal-Aid funds, and is subject to applicable State and Federal Laws, both criminal and civil.

O. The Consultant hereby certifies that it has not:

1. employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for the above contractor) to solicit or secure this contract;
2. agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out this contract; or
3. paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for the above contractor) any fee contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the contract.

The consultant further acknowledges that this agreement will be furnished to the Agency and a federal agency in connection with this contract involving participation of Federal-Aid funds, and is subject to applicable State and Federal Laws, both criminal and civil.

### **Employment Eligibility Verification**

The Consultant shall utilize the U.S. Department of Homeland Security's E-Verify system to confirm the employment eligibility of all persons employed by the Consultant during the term of the Contract to perform employment duties within Florida and all persons, including subconsultants, assigned by the Consultant to perform work pursuant to the Contract.

FHWA-1273 -- Revised May 1, 2012

## REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

- I. General
- II. Nondiscrimination
- III. Nonsegregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Compliance with Governmentwide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

### ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

### I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

### II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

**1. Equal Employment Opportunity:** Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under

this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

**2. EEO Officer:** The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

**3. Dissemination of Policy:** All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

**4. Recruitment:** When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

**5. Personnel Actions:** Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

**6. Training and Promotion:**

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are



applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

**7. Unions:** If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

**8. Reasonable Accommodation for Applicants / Employees with Disabilities:** The contractor must be familiar

with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

**9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment:** The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

#### **10. Assurance Required by 49 CFR 26.13(b):**

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

**11. Records and Reports:** The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on [Form FHWA-1391](#). The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor

will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

### III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

### IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

#### 1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions

of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. (1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or

will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program. Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

## 2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

## 3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-

Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b. (1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

#### 4. Apprentices and trainees

##### a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly

rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

##### b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

**5. Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

**6. Subcontracts.** The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

**7. Contract termination: debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

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

**9. Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

**10. Certification of eligibility.**

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

**V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**

The following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

**1. Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

**2. Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

**3. Withholding for unpaid wages and liquidated damages.** The FHWA or the contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

**4. Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

## VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

- (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
- (2) the prime contractor remains responsible for the quality of the work of the leased employees;
- (3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
- (4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is

evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

## VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

## VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

#### **IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.

2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

#### **X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION**

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200.

##### **1. Instructions for Certification – First Tier Participants:**

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this

covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.



i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

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## **2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:**

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

## **2. Instructions for Certification - Lower Tier Participants:**

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which

this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the



department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

\* \* \* \* \*

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:**

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

\* \* \* \* \*

**XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

**ATTACHMENT A - EMPLOYMENT AND MATERIALS  
PREFERENCE FOR APPALACHIAN DEVELOPMENT  
HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS  
ROAD CONTRACTS**

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

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**BUY AMERICA****6-5.2 Source of Supply-Steel (Federal-Aid Contracts Only):** For Federal-aid

Contracts, only use steel and iron produced in the United States, in accordance with the Buy America provisions of 23 CFR 635.410, as amended. Ensure that all manufacturing processes for this material occur in the United States. As used in this specification, a manufacturing process is any process that modifies the chemical content, physical shape or size, or final finish of a product, beginning with the initial melding and mixing and continuing through the bending and coating stages. A manufactured steel or iron product is complete only when all grinding, drilling, welding, finishing and coating have been completed. If a domestic product is taken outside the United States for any process, it becomes foreign source material. When using steel and iron as a component of any manufactured product incorporated into the project (e.g., concrete pipe, prestressed beams, corrugated steel pipe, etc.), these same provisions apply, except that the manufacturer may use minimal quantities of foreign steel and iron when the cost of such foreign materials does not exceed 0.1% of the total Contract amount or \$2,500, whichever is greater. These requirements are applicable to all steel and iron materials incorporated into the finished work, but are not applicable to steel and iron items that the Contractor uses but does not incorporate into the finished work. Provide a certification from the producer of steel or iron, or any product containing steel or iron as a component, stating that all steel or iron furnished or incorporated into the furnished product was manufactured in the United States in accordance with the requirements of this specification and the Buy America provisions of 23 CFR 635.410, as amended. Such certification shall also include (1) a statement that the product was produced entirely within the United States, or (2) a statement that the product was produced within the United States except for minimal quantities of foreign steel and iron valued at \$ (actual value). Furnish each such certification to the Engineer prior to incorporating the material into the project. When FHWA allows the use of foreign steel on a project, furnish invoices to document the cost of such material, and obtain the Engineer's written approval prior to incorporating the material into the project.

**CONTRACTOR PURCHASED EQUIPMENT FOR STATE OR LOCAL OWNERSHIP**

The local agency or Owner shall not purchase any equipment from Contractor that was used on a Federal-Aid project.

**DISADVANTAGED BUSINESS ENTERPRISE PROGRAM**

**General:** Prior to award of the Contract, have an approved Disadvantaged Business Enterprise (DBE) Affirmative Action Program Plan filed with the FDOT's Equal Opportunity Office. Update and resubmit the plan every three years. No Contract will be awarded until the Department approves the Plan. The DBE Affirmative Action Program Plan is incorporated into and made a part of the Contract.

The contractor, sub-recipient, or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of FDOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

**Utilization:** For this FDOT assisted contract, the local agency has adopted the FDOT DBE Program goal. The FDOT began its race neutral DBE program on January 1, 2000 and has an overall 8.60% goal it must achieve. While the utilization is not mandatory in order to be awarded the contract, continuing utilization of DBE firms on contracts supports the success of

Florida's Voluntary DBE Program, and supports contractor's Equal Employment Opportunity and DBE Affirmative Action Programs.

**Required Contract and Subcontract DBE Assurance Language:** In accordance with 49 CFR 26.13 (b), the Contract the Local Agency with the Contractor (and each subcontract the prime contractor signs with a subcontractor) must include the following assurance: "The Contractor, sub-recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted Contracts. Failure by the Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as the recipient deems appropriate."

**DBE Plan Requirements:** Include the following in the DBE Affirmative Action Program Plan:

(a) A policy statement, expressing a commitment to use DBEs in all aspects of contracting to the maximum extent feasible. The policy making body must issue a policy statement signed by the chairperson, which expresses its commitment to utilize DBEs, outlines the various levels of responsibility, and states the objectives of the program. Circulate the policy statement throughout the Contractor's organization.

(b) The designation of a Liaison Officer within the Contractor's organization, as well as support staff, necessary and proper to administer the program, and a description of the authority, responsibility, and duties of the Liaison Officer and support staff. The Liaison Officer and staff are responsible for developing, managing, and implementing the program on a day-to-day basis for carrying out technical assistance activities for DBEs and for disseminating information on available business opportunities so that DBEs are provided an equitable opportunity to participate on FDOT assisted Contracts.

(c) Utilization of techniques to facilitate DBE participation in contracting activities which include, but are not limited to:

1. Soliciting price quotations and arranging a time for the review of plans, quantities, specifications, and delivery schedules, and for the preparation and presentation of quotations.
2. Providing assistance to DBEs in overcoming barriers such as the inability to obtain bonding, financing, or technical assistance.
3. Carrying out information and communication programs or workshops on contracting procedures and specific contracting opportunities in a timely manner, with such programs being bilingual where appropriate.
4. Encouraging eligible DBEs to apply for certification with the FDOT.
5. Contacting Minority Contractor Associations and city and county agencies with programs for disadvantaged individuals for assistance in recruiting and encouraging eligible DBE contractors to apply for certification with the FDOT.

***A sample DBE Affirmative action plan attached.***

**DBE Records and Reports:** If you are the prime contractor on a project, complete the Anticipated DBE Participation Statement through the Equal Opportunity Compliance system within 3 business days after the pre-construction or pre-work conference for all federal and state funded projects. This will not become a mandatory part of the contract. It will assist the Department in tracking and reporting planned or estimated DBE utilization. During the contract, the prime contractor is required to report actual payments to DBE and MBE subcontractors through the web-based Equal Opportunity Compliance (EOC) system. All DBE payments must be reported whether or not you initially planned to utilize the company. In order for our race neutral DBE Program to be successful, your cooperation is imperative. If you have any questions, please contact [EOOHelp@dot.state.fl.us](mailto:EOOHelp@dot.state.fl.us).

Develop a record keeping system to monitor DBE affirmative action efforts which include the following:

- (a) the procedures adopted to comply with these Specifications;
- (b) the number of subordinated Contracts on Department projects awarded to DBEs;
- (c) the dollar value of the Contracts awarded to DBEs;
- (d) the percentage of the dollar value of all subordinated Contracts awarded to DBEs as a percentage of the total Contract amount;
- (e) a description of the general categories of Contracts awarded to DBEs; and
- (f) the specific efforts employed to identify and award Contracts to DBEs.

Upon request, provide the records to the Department for review.

Upon request, provide the records for review. All such records are required to be maintained for a period of five years following acceptance of final payment and have them available for inspection by the FDOT and the Federal Highway Administration.

Please see the "DBE Bid Package Information" attachment.

**Counting DBE Participation and Commercially Useful Functions:** 49 CFR Part 26.55

specifies when DBE credit shall be awarded for work performed by a DBE. DBE credit can only be awarded for work actually performed by DBEs themselves for the types of work for which they are certified. On the Anticipated DBE Participation Statement only include the dollars that a DBE is expected to earn for work they perform with their own workforce and equipment. Submit a revised Anticipated DBE Participation Statement to reflect changes to the initial Anticipated DBE Participation Statement within 14 business days from the date of the change.

When a DBE participates in a contract, the value of the work is determined in accordance with 49 CFR Part 26.55, for example:

- (a) The Department will count only the value of the work performed by the DBE toward DBE goals. The entire amount of the contract that is performed by the DBE's own forces (including the cost of supplies, equipment and materials obtained by the DBE for the contract work) will be counted as DBE credit.
- (b) The Department will count the entire amount of fees or commissions charged by the DBE firm for providing a bona fide service, such as professional, technical, consultant, or managerial services or for providing bonds or insurance specifically required for the performance of a Department-assisted contract, toward DBE goals, provided that the Department determines the fees to be reasonable and not excessive as compared with fees customarily followed for similar services.
- (c) When the DBE subcontracts part of the work of its contract to another firm, the Department will count the value of the subcontracted work only if the DBE's subcontractor is itself a DBE. Work that a DBE subcontracts to a non-DBE firm does not count toward DBE goals.
- (d) When a DBE performs as a participant in a joint venture, the Department will count the portion of the dollar value of the contract equal to the distinct, clearly defined portion of the work the DBE performs with its own forces toward DBE goals.
- (e) The Contractors shall ensure that only expenditures to DBEs that perform a commercially useful function in the work of a contract may be counted toward the voluntary DBE goal.
- (f) A DBE performs a commercially useful function when it is responsible for execution of the work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the DBE must also be responsible, with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself.

(g) To determine whether a DBE is performing a commercially useful function, the Department will evaluate the amount of work subcontracted, industry practices, whether the amount the firm is to be paid under the contract is commensurate with the work it is actually performing and the DBE credit claimed for its performance of the work, and other relevant factors.

(h) A DBE does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of DBE participation.

(i) If a DBE does not perform or exercise responsibility for at least 30 percent of the total cost of its contract with its own workforce, or if the DBE subcontracts a greater portion of the work of a contract than would be expected on the basis of normal industry practice for the type of work involved, the DBE has not performed a commercially useful function.

### **BID OPPORTUNITY LIST**

Please see the “DBE Bid Package Information” attachment.

### **COMPLIANCE WITH FHWA 1273**

Comply with the provisions contained in FHWA-1273(Required Contract Provisions Federal-Aid Construction Contracts) dated March 10, 1994 attached hereto, except for the following modifications or additional requirements:

1. Certify monthly to the Department compliance Section II - Nondiscrimination and Section III - Non-segregated Facilities.
2. In addition to the requirements of Section V, No. 2(c), include gender and race in the weekly annotated payroll records.
3. In modification to the requirements of Section V, No. 2(c), do not include Social Security numbers and addresses of employees shall not be included on submitted payrolls for contracts let after January 18, 2009. In lieu of a Social Security number, an employee identifying number must be listed. The employer may use the last four digits of the Social Security number or another assigned number as the employee identifying number.
4. Section VI – Record of Materials, Supplies, and Labor, no longer applies and FHWA 47 form is not required.

### **EQUAL EMPLOYMENT OPPORTUNITY – TITLE VI**

Comply with the provisions contained in FDOT Standard Specification 0073000 Legal Requirements and Responsibility to the Public – Title VI Assurance –DOT 1050.2 attached hereto.

### **LOCAL AGENCY PROGRAM/FEDERAL-AID CERTIFICATION**

Complete the Local Agency Program/Federal-Aid Certification attached hereto and submit with bid proposal.

### **STATE / LOCAL HIRING PREFERENCE**

The local agency or Owner shall not have any state or local hiring preference regarding this contractor as it relates to 23 CFR 635.117.

### **EQUIPMENT RENTAL RATES**

Rental equipment required to perform extra work as authorized by the Engineer, shall be paid for in accordance with the following:

For any machinery or special equipment (other than small tools), including fuel and lubricant, the Contractor will receive 100% of the “Rental Rate Blue Book” for the actual time that such equipment is in operation on the work, and 50% of the “Rental Rate Blue Book” for the time the

equipment is directed to standby and remain on the project site, to be calculated as indicated below. The equipment rates will be based on the latest edition (as of the date the work to be performed begins) of the “Rental Rate Blue Book for Construction Equipment” or the “Rental Rate Blue Book for Older Construction Equipment,” whichever is applicable, as published by Machinery Information Division of PRIMEDIA Information, Inc. (version current at the time of bid), using all instructions and adjustments contained therein and as modified below. On all projects, the Engineer will adjust the rates using regional adjustments and Rate Adjustment Tables according to the instructions in the Blue Book.

Allowable Equipment Rates will be established as set out below:

- (1) Allowable Hourly Equipment Rate =  $\text{Monthly Rate} / 176 \times \text{Adjustment Factors} \times 100\%$ .
- (2) Allowable Hourly Operating Cost =  $\text{Hourly Operating Cost} \times 100\%$ .
- (3) Allowable Rate Per Hour = Allowable Hourly Equipment Rate + Allowable Hourly Operating Cost.
- (4) Standby Rate = Allowable Hourly Equipment Rate  $\times 50\%$ .

The Monthly Rate is The Basic Machine Rate Plus Any Attachments. Standby rates will apply when equipment is not in operation and is directed by the Engineer to standby at the project site when needed again to complete work and the cost of moving the equipment will exceed the accumulated standby cost. Standby rates will not apply on any day the equipment operates for eight or more hours. Standby payment will be limited to only that number of hours which, when added to the operating time for that day equals eight hours. Standby payment will not be made on days that are not normally considered work days on the project.

The Owner will allow for the cost of transporting the equipment to and from the location at which it will be used. If the equipment requires assembly or disassembly for transport, the Owner will pay for the time to perform this work at the rate for standby equipment.

Equipment may include vehicles utilized only by Labor, as defined above.

## **WAGE RATES FOR FEDERAL-AID PROJECTS**

**Note: This provision below is only applicable to projects located on a Federal-Aid Highway or considered a “Safe Routes to Schools” project. Please contact the Florida Department of Transportation District Three Equal Opportunity Office if assistance is needed in determining if the wage rates apply.**

For this contract, payment of predetermined minimum wages applies. The U.S. Department of Labor Wage Rates applicable to this Contract are listed in Wage Rate Decision Number(s) **FL188**, as modified up through ten days prior to the opening of bids.

Obtain the applicable General Decision(s) (Wage Tables) through the United States Department of Labor website ([www.wdol.gov](http://www.wdol.gov)) and ensure that employees receive the minimum wages applicable. Review the General Decisions for all classifications necessary to complete the project.

## **ON-THE-JOB TRAINING REQUIREMENTS**

**Note: This provision is only applicable to projects located on the State Highway System.**

As part of the Contractor’s equal employment opportunity affirmative action program, training shall be provided as follows:

The Contractor shall provide on-the-job training aimed at developing full journeymen in the type(s) of trade or job classification(s) involved in the work. In the event the Contractor subcontracts a portion of the contract work, he/she shall determine how many, if any, of the trainees are to be trained by the subcontractor provided, that the Contractor shall retain the primary responsibility for meeting the training requirements imposed by this Section. The



Contractor shall apply the requirements of this Section to such subcontract. Where feasible, 25% of apprentices or trainees in each occupation shall be in their first year of apprenticeship or training.

The number of trainees will be estimated on the number of calendar days of the contract, the dollar value, and the scope of work to be performed. The trainee goal will be finalized at a Post-Preconstruction Trainee Evaluation Meeting and the goal will be distributed among the work classifications based on the following criteria:

1) Determine the number of trainees on Federal Aid Contract:

(a) No trainees will be required for contracts with a contract time allowance of less than 225 calendar days.

(b) If the contract time allowance is 225 calendar days or more, the number of trainees shall be established in accordance with the following chart:

Estimated Contract Amount	Trainees Required
Under \$1,000,000	0
Over \$1,000,000 to \$4,000,000	2
Over \$4,000,000 to \$6,000,000	3
Over \$6,000,000 to \$12,000,000	5
Over \$12,000,000 to \$18,000,000	7
Over \$18,000,000 to \$24,000,000	9
Over \$24,000,000 to \$31,000,000	12
Over \$31,000,000 to \$37,000,000	13
Over \$37,000,000 to \$43,000,000	14
Over \$43,000,000 to \$49,000,000	15
Over \$49,000,000 to \$55,000,000	16
Over \$55,000,000 to \$62,000,000	17
Over \$62,000,000 to \$68,000,000	18
Over \$68,000,000 to \$74,000,000	19
Over \$74,000,000 to \$81,000,000	20
Over \$81,000,000 to \$87,000,000	21
Over \$87,000,000 to \$93,000,000	22
Over \$93,000,000 to \$99,000,000	23
Over \$99,000,000 to \$105,000,000	24
Over \$105,000,000 to \$112,000,000	25
Over \$112,000,000 to \$118,000,000	26
Over \$118,000,000 to \$124,000,000	27
Over \$124,000,000 to \$130,000,000	28
Over \$130,000,000 to *	
*One additional trainee per \$6,000,000 of estimated Construction Contract amount over \$130,000,000	

Further, if the Contractor or subcontractor requests to utilize banked trainees as discussed later in this Section, a Banking Certificate will be validated at this meeting allowing credit to the Contractor for previously banked trainees. Banked credits of prime Contractors working as Subcontractors may be accepted for credit. The Contractor's Project Manager, the Construction Project Engineer and the Department's District Contract Compliance Manager will attend this meeting. Within ten days after the Post-Preconstruction Training Evaluation Meeting, the Contractor shall submit to the Department for approval an On-The-Job Training Schedule indicating the number of trainees to be trained in each selected classification and the portion of the contract time during which training of each trainee is to take place. This schedule may be subject to change if the following occur:

1. When a start date on the approved On-The-Job Training Schedule has been missed by 14 or more days;
2. When there is a change(s) in previously approved classifications;
3. When replacement trainees are added due to voluntary or involuntary termination

The revised schedule will be resubmitted to and approved by the Department's District Contract Compliance Manager.

The following criteria will be used in determining whether or not the Contractor has complied with this Section as it relates to the number of trainees to be trained:

1. Full credit will be allowed for each trainee that is both enrolled and satisfactorily completes training on this Contract. Credit for trainees, over the established number for this Contract, will be carried in a "bank" for the Contractor and credit will be allowed for those surplus trainees in subsequent, applicable projects. A "banked" trainee is described as an employee who has been trained on a project, over and above the established goal, and for which the Contractor desires to preserve credit for utilization on a subsequent project.

2. Full credit will be allowed for each trainee that has been previously enrolled in the Department's approved training program on another contract and continues training in the same job classification for a significant period and completes his/her training on this Contract.

3. Full credit will be allowed for each trainee who, due to the amount of work available in his/her classification, is given the greatest practical amount of training on the contract regardless of whether or not the trainee completes training.

4. Full credit will be allowed for any training position indicated in the approved On-The-Job Training Schedule, if the Contractor can demonstrate that he/she has made his/her a good faith effort to provide training in that classification.

5. No credit will be allowed for a trainee whose employment by the Contractor is involuntarily terminated unless the Contractor can clearly demonstrate good cause for this action.

The Contractor shall, as far as is practical, comply with the time frames established in the approved On-The-Job Training Schedule. When this proves to be impractical, a revised schedule shall be submitted and approved as provided above.

Training and upgrading of minorities, women and economically disadvantaged persons toward journeyman status is a primary objective of this Section. Accordingly, the Contractor shall make every effort to enroll minority trainees and women (e.g., by conducting systematic and direct recruitment through public and private sources likely to yield minority and women trainees) to the extent such persons are available within a reasonable area of recruitment. If a non-minority male is enrolled into On-The-Job Training, the On-The-Job Training Notification of Personnel Action Form notifying the District Contract Compliance Manager of such action shall be accompanied by a disadvantaged certification or a justification for such action acceptable to the Department's District Contract Compliance Manager. The Contractor will be given an opportunity and will be responsible for demonstrating the steps that he has taken in pursuance thereof, prior to a determination as to whether the Contractor is in compliance with this Section. This training is not intended, and shall not be used, to discriminate against any applicant for training, whether a minority, woman or disadvantaged person.

No employee shall be employed as a trainee in any classification in which he/she has successfully completed a training course leading to journeyman status, has been employed as a journeyman, or has had extensive experience in the classification being considered for training.

The Contractor shall satisfy this requirement by including appropriate questions in the employee application or by other suitable means. Regardless of the method used, the Contractor's records should document the findings in each case.

The minimum length and type of training for each classification will be as established at the Post-Preconstruction Trainee Evaluation Meeting and approved by the Department.

Graduation to journeyman status will be based upon satisfactory completion of a Proficiency Demonstration set up at the completion of training and established for the specific training classification, completion of the minimum hours in a training classification range, and the employer's satisfaction that the trainee does meet journeyman status in the classification of training. Upon reaching journeyman status, the following documentation must be forwarded to the District Contract Compliance Office:

Trainee Enrollment and Personnel Action Form

Proficiency Demonstration Verification Form indicating completion of each standard established for the classification signed by representatives of both the Contractor and the Department; and, A letter stating that the trainee has sufficiently progressed in the craft and is being promoted to journeyman status.

The Department and the Contractor shall establish a program that is tied to the scope of the work in the project and the length of operations providing it is reasonably calculated to meet the equal employment opportunity obligations of the Contractor and to qualify the average trainee for journeyman status in the classifications concerned, by at least, the minimum hours prescribed for a training classification. Furthermore, apprenticeship programs registered with the U.S.

Department of Labor, Bureau of Apprenticeship and Training, or with a State apprenticeship agency recognized by the Bureau and training programs approved but not necessarily sponsored by the U.S. Department of Labor, Manpower Administration, Bureau of Apprenticeship and Training shall also be considered acceptable provided it is being administered in a manner consistent with the equal employment obligations of Federal Aid highway construction contract. Approval or acceptance of a training schedule shall be obtained from the Department prior to commencing work on the classifications covered by the program.

A voluntary On-The-Job Training Program is available to a Contractor which has been awarded a state funded project. Through this program, the Contractor will have the option to train employees on state funded projects for "banked credit" as discussed previously in this provision, to be utilized on subsequent Federal Aid Projects where training is required. Those Contractors availing themselves of this opportunity to train personnel on state funded projects and bank trainee hours for credit shall comply with all training criteria set forth in this Section for Federal Aid Projects; voluntary banking may be denied by the Department if staff is not available to monitor compliance with the training criteria.

It is the intention of these provisions that training is to be provided in the construction crafts rather than clerk-typists or secretarial type positions. Training is permissible in positions such as office engineers, estimators, etc., where the training is oriented toward construction applications. Training in the laborer classification may be permitted provided that significant and meaningful training is provided and approved by the District Contract Compliance Office. Some offsite training is permissible as long as the training is an integral part of an approved training program and does not compromise a significant part of the overall training.

When approved in advance by the District Contract Compliance Manager, credit will be given for training of persons in excess of the number specified herein under the current contract or a Contractor will be allowed to bank trainees who have successfully completed a training program and may apply those trainees to a training requirement in subsequent project(s) upon approval of the Department's District Contract Compliance Manager. This credit will be given even though the Contractor may receive training program funds from other sources, provided such other source do not specifically prohibit the Contractor from receiving other form of compensation. Credit for offsite training indicated above may only be made to the Contractor where he does one or more of the following and the trainees are concurrently employed on a Federal Aid Project; contributes to the cost of the training, provides the instruction to the trainee and pays the trainee's wages during the offsite training period.

No credit shall be given to the Contractor if either the failure to provide the required training, or the failure to hire the trainee as a journeyman for a period ample enough to allow the employee time to gain experience in the training classification or failure to continue training the employee time to gain experience in the training classifications is caused by the Contractor and evidences a lack of good faith on the part of the Contractor in meeting the requirements of this Section.

The Contractor shall compensate the trainee at no less than the laborer rate established in the Contract at the onset of training. This compensation rate will be increased to the journeyman's wage for that classification upon graduation from the training program.

The Contractor shall furnish the trainee a copy of the program he will follow in providing the training. The Contractor shall provide each trainee with a certification showing the type and length of training satisfactorily completed. The Contractor shall enroll a trainee in one training classification at a time to completion before the trainee can be enrolled in another classification on the same project.

The Contractor shall maintain records to document the actual hours each trainee is engaged in training on work being performed as a part of this Contract.

The Contractor shall submit to the District Contract Compliance Manager a copy of an On-The-Job Training Notification of Personnel Action form no later than seven days after the effective date of the action when the following occurs: a trainee is transferred on the project, transferred from the project to continue training on another contract, completes training, is upgraded to journeyman status or voluntarily terminates or is involuntary terminated from the project.

The Contractor shall furnish to the District Contract Compliance Manager a copy of a Monthly Time Report for each trainee. The Monthly Time Report for each month shall be submitted no later than the tenth day of the subsequent month. The Monthly Time Report shall indicate the phases and sub-phases of the number of hours devoted to each.

Highway or Bridge Carpenter Helper, Mechanic Helper, Rodman/Chainman, Timekeeper, trainees will not be approved for the On-The-Job Training Program.

Painters, Electricians, and Mechanics are identified as crafts under-utilized by minorities.

All training classifications except Laborers are identified as under-utilized by females.

Priority selection should also include those crafts under-utilized and/or void of minorities and/or female by that particular company's workforce.

If the Contractor does not select a training classification that has been targeted as an under-utilized craft, and those classifications can be used for the selection of training for this project, the On-The-Job Training Schedule will not be approved unless written justification for exceptions is attached.

## **PROHIBITION AGAINST CONVICT PRODUCED MATERIALS**

**Source of Supply – Convict Labor (Federal-Aid Contracts Only):** Do not use materials that were produced after July 1, 1991, by convict labor for Federal-aid highway construction projects unless the prison facility has been producing convict-made materials for Federal-aid highway construction projects before July 1, 1987.

Use materials that were produced prior to July 2, 1991, by convicts on Federal-aid highway construction projects free from the restrictions placed on the use of these materials by 23 U.S.C. 114. The Department will limit the use of materials produced by convict labor for use in Federal-aid highway construction projects to:

1. materials produced by convicts on parole, supervised release, or probation from a prison or,
2. materials produced in a qualified prison facility.

The amount of such materials produced for Federal-aid highway construction during any 12-month period shall not exceed the amount produced in such facility for use in such construction during the 12-month period ending July 1, 1987.

## **PUBLIC AGENCIES IN COMPETITION WITH THE PRIVATE SECTOR**

No public agency shall be permitted to bid in competition or to enter into subcontracts with private contractors. A public agency is defined as any organization with administrative or

functional responsibilities that are either directly or indirectly affiliated with a governmental body of any nation, state or local jurisdiction.

### **PUBLICLY OWNED EQUIPMENT**

Publicly owned equipment shall not compete with privately owned equipment on this contract. Public owned equipment is defined as equipment previously purchased or otherwise acquired by the agency involved for use in its own operations.

### **RECORDS RETENTION**

All records should be maintained for a period of 5 years after the completion of this contract.

### **SALVAGE CREDITS**

Salvage credits will not be given for this contract.

### **STANDARDIZED CHANGE CONDITION CLAUSES**

**Differing site conditions.** (i) During the progress of the work, if subsurface or latent physical conditions are encountered at the site differing materially from those indicated in the contract or if unknown physical conditions of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in the work provided for in the contract, are encountered at the site, the party discovering such conditions shall promptly notify the other party in writing of the specific differing conditions before the site is disturbed and before the affected work is performed.

(ii) Upon written notification, the engineer will investigate the conditions, and if it is determined that the conditions materially differ and cause an increase or decrease in the cost or time required for the performance of any work under the contract, an adjustment, excluding anticipated profits, will be made and the contract modified in writing accordingly. The engineer will notify the contractor of the determination whether or not an adjustment of the contract is warranted.

(iii) No contract adjustment which results in a benefit to the contractor will be allowed unless the contractor has provided the required written notice.

(iv) No contract adjustment will be allowed under this clause for any effects caused on unchanged work.

**Suspensions of work ordered by the engineer.** (i) If the performance of all or any portion of the work is suspended or delayed by the engineer in writing for an unreasonable period of time (not originally anticipated, customary, or inherent to the construction industry) and the contractor believes that additional compensation and/or contract time is due as a result of such suspension or delay, the contractor shall submit to the engineer in writing a request for adjustment within 7 calendar days of receipt of the notice to resume work. The request shall set forth the reasons and support for such adjustment.

(ii) Upon receipt, the engineer will evaluate the contractor's request. If the engineer agrees that the cost and/or time required for the performance of the contract has increased as a result of such suspension and the suspension was caused by conditions beyond the control of and not the fault of the contractor, its suppliers, or subcontractors at any approved tier, and not caused by weather, the engineer will make an adjustment (excluding profit) and modify the contract in writing accordingly. The contractor will be notified of the engineer's determination whether or not an adjustment of the contract is warranted.

(iii) No contract adjustment will be allowed unless the contractor has submitted the request for adjustment within the time prescribed.

(iv) No contract adjustment will be allowed under this clause to the extent that performance would have been suspended or delayed by any other cause, or for which an adjustment is provided or excluded under any other term or condition of this contract.

**Significant changes in the character of work.** (i) The engineer reserves the right to make, in writing, at any time during the work, such changes in quantities and such alterations in the work as are necessary to satisfactorily complete the project. Such changes in quantities and alterations shall not invalidate the contract nor release the surety, and the contractor agrees to perform the work as altered.

(ii) If the alterations or changes in quantities significantly change the character of the work under the contract, whether such alterations or changes are in themselves significant changes to the character of the work or by affecting other work cause such other work to become significantly different in character, an adjustment, excluding anticipated profit, will be made to the contract. The basis for the adjustment shall be agreed upon prior to the performance of the work. If a basis cannot be agreed upon, then an adjustment will be made either for or against the contractor in such amount as the engineer may determine to be fair and equitable.

(iii) If the alterations or changes in quantities do not significantly change the character of the work to be performed under the contract, the altered work will be paid for as provided elsewhere in the contract.

(iv) The term “significant change” shall be construed to apply only to the following circumstances:

(A) When the character of the work as altered differs materially in kind or nature from that involved or included in the original proposed construction; or

(B) When a major item of work, as defined elsewhere in the contract, is increased in excess of 125 percent or decreased below 75 percent of the original contract quantity. Any allowance for an increase in quantity shall apply only to that portion in excess of 125 percent of original contract item quantity, or in case of a decrease below 75 percent, to the actual amount of work performed.

#### **STATE OR LOCAL MATERIALS**

Materials or articles produced locally or within a state shall not be favored to the exclusion of comparable materials or articles produced outside of the state. Also, the local agency cannot provide materials. All materials must be provided by the contractor.

#### **SUBLETTING OR ASSIGNING OF CONTRACTS**

Do not, sell, transfer, assign or otherwise dispose of the Contract or Contracts or any portion thereof, or of the right, title, or interest therein, without written consent of the OWNER. If the Contractor chooses to sublet any portion of the Contract, the Contractor must provide a written request to sublet work on the Certification of Sublet Work form developed by the OWNER for this purpose. With the Engineer’s acceptance of the request, the Contractor may sublet a portion of the work, but shall perform with his own organization work amounting to not less than 30% of the total Contract amount. The Certification of Sublet Work request will be deemed acceptable by the OWNER, for purposes of the OWNER’s consent, unless the Engineer notifies the Contractor within 5 business days of receipt of the Certification of Sublet Work that the OWNER is not consenting to the requested subletting.

Include in the total Contract amount the cost of materials and manufactured component products, and their transportation to the project site. For the purpose of meeting this requirement the OWNER will not consider off-site commercial production of materials and manufactured component products that the Contractor purchases, or their transportation to the project, as subcontracted work.

If the Contractor sublets a part of a Contract item, the OWNER will use only the sublet proportional cost in determining the percentage of subcontracted normal work.

Execute all agreements to sublet work in writing and include all pertinent provisions and requirements of the Contract. Upon request, furnish the OWNER with a copy of the subcontract. The subletting of work does not relieve the Contractor or the surety of their respective liabilities under the Contract.

The OWNER recognizes a subcontractor only in the capacity of an employee or agent of the Contractor, and the Engineer may require the Contractor to remove the subcontractor as in the case of an employee.

#### **EMPLOYMENT ELIGIBILITY VERIFICATION**

The Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system to confirm the employment eligibility of all persons employed by the Contractor during the term of the Contract to perform employment duties within Florida and all persons, including subcontractors, assigned by the Contractor to perform work pursuant to the Contract.



## SPECIAL PROVISIONS

1. CONTRACTOR SHALL BE COMPLETELY RESPONSIBLE FOR COMPLIANCE WITH ENVIRONMENTAL RULES AND REGULATIONS AND PREVENTION OF EROSION AND POLLUTION OF OTHER PROPERTY AND WATER BODIES. CONTRACTOR SHALL OBTAIN REQUIRED PERMITS AND/OR EXEMPTIONS AS REQUIRED.
2. THE COUNTY MAY DELETE OR ADD QUANTITIES AT THE ESTABLISHED UNIT PRICE AS NEEDED AT ENGINEERS DISCRETION AT ANY TIME PRIOR TO THE WORK BEING PERFORMED. IF ALL BIDS ARE OVER THE BUDGET, THE FULL DEPTH RECLAMATION QUANTITIES MAY BE REDUCED, LIQUID ASPHALT MAY BE REPLACED WITH CEMENT OR LIMEROCK, THE SURFACE LAYER OF ASPHALT MY BE ELIMINATED OR DRIVEWAY PAVING MAY BE REDUCED.
3. CONTRACTOR WILL WARRANT ALL WORK FOR THREE YEARS. AT THE END OF THE WARRANTY PERIOD, CONTRACTOR SHALL CORRECT ALL DEFECTS THAT ARE PART OF THE WORK. THIS WORK IS INCLUDED IN THE CONTRACT. CONTRACTOR WILL NOT BE PAID ADDITIONAL FOR CORRECTION OF DEFECTS.
4. PAYMENT FOR TEMPORARY SIGNS AND STRIPING SHALL BE INCLUDED IN THE PAY ITEMS.
5. CONTRACTOR SHALL PROVIDE MAINTENANCE OF TRAFFIC IN ACCORDANCE WITH FDOT STANDARDS FOR ROAD AND BRIDGE CONSTRUCTION FOR THE TYPE OF WORK BEING PERFORMED. PAYMENT FOR TEMPORARY SIGNS AND STRIPING WILL INCLUDED IN THE PAY ITEMS.
6. INVOICES SHALL BE SUBMITTED TO THE COUNTY ENGINEER IN COUNTY FORMAT. CHECKS ARE WRITTEN BY THE FINANCE DEPARTMENT ONLY ON THE DATES OF REGULAR BOARD MEETINGS. CORRECT INVOICES MUST BE SUBMITTED AT LEAST 2 WEEKS PRIOR TO THE SCHEDULED BOARD MEETING TO ALLOW TIME FOR ALL NECESSARY APPROVALS. PRIOR TO SUBMITTING ANY INVOICES, CONTRACTOR SHALL SUBMIT A LIST OF PAY ITEMS TO THE COUNTY ENGINEER AND INSPECTOR FOR APPROVAL. THE APPROVED LIST SHALL BE USED AS A BASIS FOR INVOICING AND PAYMENT. AN INVOICE WILL END ON THE LAST DAY OF EACH MONTH.
7. EXCEPT AS INDICATED OTHERWISE IN THE CONTRACT, THE FDOT 2010 STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE SHALL BE THE GOVERNING SPECIFICATIONS FOR CONSTRUCTION, MATERIALS, AND WORK.
8. CONTRACTOR SHALL ENSURE THAT ALL WORK COMPLIES WITH APPLICABLE CODES AND STANDARDS.
9. CONCRETE SHALL BE 2,500 PSI MINIMUM IN ACCORDANCE WITH THE AMERICAN CONCRETE INSTITUTE (ACI) STANDARDS.
10. REINFORCING STEEL SHALL BE IN ACCORDANCE WITH THE AMERICAN STEEL INSTITUTE (ASI). WHERE CONCRETE IS IN CONTACT WITH SOIL, REINFORCING BARS SHALL HAVE A MINIMUM OF 3" OF COVER.
11. PRIOR TO ANY EXCAVATION OR DIGGING, CONTRACTOR SHALL LOCATE ALL EXISTING UTILITIES WITHIN THE WORK AREA. CONTRACTOR SHALL COORDINATE WITH THE UTILITY COMPANIES AS NEEDED. CAUTION MUST BE USED IN LOCATING UTILITIES PRIOR TO INSTALLING ANY SIGNS, RELOCATING MAILBOXES AND ALL OTHER ACTIVITIES THAT INVOLVE DIGGING.
12. CONTRACTOR SHALL MAINTAIN ACCESSIBILITY TO DRIVEWAYS AND MAILBOXES DURING CONSTRUCTION, AND SHALL REPLACE ANY DAMAGED MAILBOXES IN ACCORDANCE WITH FDOT INDEX 53, AND REPAIR OR REPLACE DAMAGED DRIVEWAYS.
13. CONTRACTOR SHALL NOT BRING ANY HAZARDOUS MATERIALS ONTO THE PROJECT. IF ANY SUCH MATERIALS ARE REQUIRED IN THE CONSTRUCTION, CONTRACTOR SHALL OBTAIN WRITTEN PERMISSION FROM THE COUNTY ENGINEER PRIOR TO BRINGING SUCH MATERIALS ONTO THE PROJECT, AND SHALL PROVIDE COPIES OF MATERIAL SAFETY DATA SHEETS (MSDS) FOR EACH SUCH MATERIAL PROPOSED TO BE USED ON THE PROJECT. FLORIDA LAW DOES NOT TREAT PETROLEUM PRODUCTS THAT ARE PROPERLY CONTAINERIZED AND INTENDED FOR EQUIPMENT USE AS A HAZARDOUS MATERIAL. SUCH PRODUCTS DO NOT REQUIRE A MSDS SUBMITTAL.
14. ANY PUBLIC LAND CORNER MARKER OR BENCH MARK WITHIN THE LIMITS OF CONSTRUCTION SHALL BE IDENTIFIED BY CONTRACTOR AND PROTECTED. MARKERS IN THE PAVEMENT SHALL BE LOCATED BY CONTRACTOR AND REPLACED AFTER COMPLETION OF ALL FINISH LAYER OF ASPHALT. ANY MARKERS THAT ARE DAMAGED BY CONTRACTOR SHALL BE REPLACED BY CONTRACTOR AT CONTRACTOR'S EXPENSE.
15. PRIOR TO BRINGING PLANTS OR SOD ON SITE, CONTRACTOR SHALL PROVIDE CERTIFICATION FROM THE FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES DIVISION OF PLANT INDUSTRY TO ENSURE THAT THE SOD, HAY, STRAW BALES, AND MULCH MATERIALS ARE FREE OF NOXIOUS WEEDS, INCLUDING TROPICAL SODA APPLE.
16. CONTRACTOR SHALL NOTIFY UTILITY OWNERS AND HAVE UTILITIES LOCATED THROUGH SUNSHINE STATE ONE CALL OF FLORIDA, INC. (1-800-432-4770) 48 HOURS IN ADVANCE OF BEGINNING ANY CONSTRUCTION ON THE SITE.
17. CONTRACTOR SHALL NOT WORK ON COUNTY ROADS ON THE FOLLOWING COUNTY OBSERVED HOLIDAYS:
 

JANUARY 1	NEW YEARS DAY
JANUARY (3 <sup>rd</sup> MONDAY)	MARTIN L. KING, Jr. DAY
FRIDAY BEFORE EASTER	GOOD FRIDAY
MAY (LAST MONDAY)	MEMORIAL DAY
JULY 4	INDEPENDENCE DAY
SEPTEMBER (FIRST MONDAY)	LABOR DAY (FIRST MONDAY OF THE MONTH)
NOVEMBER 11	VETERANS DAY
NOVEMBER (4 <sup>TH</sup> THUR & FRI)	THANKSGIVING and DAY AFTER
DECEMBER 24 – 25	CHRISTMAS EVE & CHRISTMAS DAY

18. CONSTRUCTION DEBRIS GENERATED BY CONTRACTOR DURING CONSTRUCTION OF THIS PROJECT SHALL BE REMOVED AND PROPERLY DISPOSED OF BY CONTRACTOR IN AN APPROVED DISPOSAL SITE AT CONTRACTOR'S EXPENSE.
19. CONTRACTOR SHALL MAINTAIN AND KEEP STREET NAME IDENTIFICATION SIGNS VISABLE AT ALL TIMES.
20. CONTRACTOR SHALL REVIEW THE SITE AND UNDERSTAND THE REQUIREMENTS OF THE WORK PRIOR TO BIDDING. BY SUBMITTING A BID, CONTRACTOR ACCEPTS THIS RESPONSIBILITY FOR HAVING REVIEWED THE SITE.
21. WHERE ILL IS PLACED, ROADS SHALL BE GRADED AS CLOSE AS POSSIBLE TO A 2% CROWN AND CROSS SLOPE TO ENSURE POSITIVE DRAINAGE OFF THE ROADS.
22. SOD SHALL BE BAHIA OR MATCH EXISTING (i.e. IF EXISTING SOD IS ST. AUGUSTINE, ST. AUGUSTINE SHALL BE USED IN THE AREA).
23. CONTRACTOR SHALL MAINTAIN AT LEAST ONE LANE OF TRAFFIC AT ALL TIMES DURING CONSTRUCTION BY USING FLAGMEN AND MAINTENANCE OF TRAFFIC IN ACCORDANCE WITH FDOT STANDARDS INDEX 600. TRAFFIC SHALL NOT BE STOPPED FOR MORE THAN FIVE (5) MINUTES AT A TIME FOR EITHER DIRECTION.
24. ALL FILL SHALL BE APPROVED BY ENGINEER PRIOR TO BEING BROUGHT ON SITE AND THE SOURCE OF FILL SHALL BE APPROVED BY ENGINEER.
25. EXISTING SIGNS SHALL BE PROTECTED AND IF DAMAGED DURING CONTRACTORS OPERATIONS SHALL BE REPLACED BY CONTRACTOR.

### **END SPECIAL PROVISIONS**

BIDDERS NAME \_\_\_\_\_

## SECTION 00300

PROPOSAL AND BID FORM  
(Submit in triplicate)

Proposal of: \_\_\_\_\_ (hereinafter called "Bidder" or "Contractor"), organized and existing under the laws of the State of \_\_\_\_\_ doing business as a partnership ( ), corporation ( ), individual ( ).

To: COUNTY OF JACKSON, FLORIDA (hereinafter called "Owner").

Gentlemen/Ladies:

The proposal contemplates performing the Work necessary to have a complete and operational system in accordance with all applicable codes and requirements governing the work. Items not specifically listed in the Bid Proposal or Contract Documents, but necessary for proper construction and operation of the system shall be considered to be included in the bid price of the item for which they are associated. No additional compensation will be paid for such items.

The Bidder, in compliance with your invitation for bids for the construction of:

**County Road HMGP**

having examined the Contract Documents and the site of the proposed work, and being familiar with all the conditions surrounding the construction of the proposed project including the availability of materials and labor, hereby proposes to furnish all labor, materials, and supplies, and to construct the project in accordance with the Contract Documents, within the time set forth herein and at the prices stated below.

Bidder hereby agrees to commence Work under this contract within ten (10) days after the date stated in written "Notice to Proceed" from the Owner.

The work will be substantially completed within 120 calendar days after the date when the Contract Times commence to run as provided in the General Conditions, and completed and ready for Final Payment in accordance with the General Conditions within 150 calendar days after the date when the Contract Times commence to run.

The Owner and the Contractor recognize that time is of the essence and that the Owner will suffer financial loss if the work is not completed within the times specified in the paragraph above, plus any extensions thereof allowed in accordance with the General Conditions. It shall be specifically noted that time extensions are granted only for abnormal weather conditions as it relates to rain days. They also recognize the delays, expenses and difficulties involved in proving the actual loss suffered by Owner if the work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner Four Hundred and Fifty no/100 Dollars (\$450.00) for each day that expires after the time specified above for Substantial Completion until the work is substantially complete. In addition, the Owner may also identify special, consequential, and/or incidental damages. After Substantial Completion, if Contractor shall neglect, refuse or fail to complete the remaining work within the time specified above for completion and readiness for final payment of any proper extension thereof granted by Owner, Contractor, shall also pay Owner Four Hundred Dollars and no/100 Dollars (\$ 400.00) for each day that expires after the time specified for completion and readiness for final payment.

The unit prices contained in the Bid Schedules shall include all labor, materials, equipment, overhead, profit, insurance, taxes, etc., to cover the finished work of the several kinds called for.

The Bidder understands that the Owner reserves the right to reject any or all bids and to award part(s) of the Contract, if applicable, separately, in combination, or as one Contract. The Owner reserves the right to waive any informalities in the bidding.

The Bidder agrees that this bid shall be good and may not be withdrawn for a period of 60 calendar days after the scheduled closing time for receiving bids.

Upon receipt of written notice of the acceptance of this Bid, Bidder will execute the formal contract attached within 15 days and deliver a Surety Bond or Bonds as required by the Contract Documents. The Bid Security attached in the sum of Five

BIDDERS NAME \_\_\_\_\_

(5) Percent of the total amount of the Bid is to become the property of the OWNER in the event the Contract and Bond are not executed within the time above set forth, as liquidated damages for the delay and additional expense to the OWNER caused thereby.

By submission of this Bid, each Bidder certifies, and in the case of a joint Bid each party thereto certifies as to his/her own organization, that this Bid has been arrived at independently, without consultation, communication or agreement as to any matter relating to this Bid with any other Bidder or with any competition.

Respectfully submitted,

\_\_\_\_\_  
Company Name (Typed)

\_\_\_\_\_  
Address (Typed)

\_\_\_\_\_  
City State Zip (Typed)

\_\_\_\_\_  
Business Telephone Number

\_\_\_\_\_  
Business Fax Number

By:

\_\_\_\_\_  
Signature

Acknowledgement is  
hereby made of receipt  
of the following addenda,  
if any:

\_\_\_\_\_  
Name & Title (Typed)

\_\_\_\_\_  
Contractor's License Number

\_\_\_\_\_  
Federal Tax I.D. Number

No. \_\_\_\_\_ Dated \_\_\_\_\_

No. \_\_\_\_\_ Dated \_\_\_\_\_

No. \_\_\_\_\_ Dated \_\_\_\_\_

**CORPORATE SEAL**

BIDDERS NAME \_\_\_\_\_

**County Road 162 HMGP**  
**Jackson County Board of County Commissioners**

Item	Description	Unit	Quantity	Unit Price	Total Price
1	Mobilization	LS	1	\$	\$
2	Maintenance of Traffic (MOT)	LS	1	\$	\$
3	Contractor's Erosion Control	LS	1	\$	\$
4	Clearing & Grubbing	LS	1	\$	\$
5	Superpave Asphaltic Concrete, Traffic B	TN	449	\$	\$
6	Full Depth Reclamation	SY	3,262	\$	\$
7	Type B Stabilization	SY	3,398	\$	\$
8	Optional Base, Base Group 11	SY	3,398	\$	\$
9	Borrow Excavation, Truck Measure	CY	9,997	\$	\$
10	Regular Excavation	CY	131	\$	\$
11	Class 1 Concrete (Headwalls)	CY	5.64	\$	\$
12	Performance Turf	SY	4,077	\$	\$
13	Performance Turf, Sod	SY	761	\$	\$
14	Retro-Reflective Pavement Markers	EA	64	\$	\$
15	Painted Temporary Pavement Markings	NM	.47	\$	\$
16	Thermoplastic, Standard, White, Solid, 6 inch	NM	.47	\$	\$
17	Thermoplastic, Standard, Yellow, Solid, 6 inch	NM	.47	\$	\$
18	Pipe Culvert, Optional Material, Round, 24 inch S/CD	LF	146	\$	\$
<b>Total Base Bid</b>				<b>\$</b>	<b>\$</b>

### TRENCH EXCAVATION SAFETY CERTIFICATION

Pursuant to Florida Statutes 553.63, the Contractor or Subcontractor when performing trench excavation in excess of five feet (5') will comply with the following requirements:

- (1) The Contract bid submitted by the contractor who will perform such excavation shall include:
  - a. A reference to the trench safety standards that will be in effect during the period of construction of the project.
  - b. Written assurance by the contractor performing the trench excavation that such contractor will comply with the applicable trench safety standards.
- (2) A contractor perform trench excavation shall:
  - a. As a minimum, comply with the excavation safety standards which are applicable to a project.
  - b. Adhere to any special shoring requirements, if any, of the state or other political subdivisions which may be applicable to such a project.
  - c. If any geotechnical information is available from the owner, the contractor, or otherwise, the contractor performing trench excavation shall consider this information in the contractor's design of the project. This paragraph shall not require the owner to obtain geotechnical information.
- (3) The separate item identifying the cost of compliance with trench safety standards shall be based on the linear feet of trench to be excavated. The separate item for special shoring requirements, if any, shall be based on the square feet of shoring used. Every separate item shall indicate the specific method of compliance as well as the cost of that method.

The contractor shall complete this form and submit it to the owner as a part of the bidding proposal package.

The undersigned, herein called "Bidder", has determined to his/her own complete satisfaction that all portions of the Florida Trench Safety Act (90-96, Laws of Florida) as the OSHA Excavation Safety Standards 29, CFR part 1926.650 Subpart P, will be fully complied with and executed properly on this project.

BIDDERS NAME \_\_\_\_\_

Bidder acknowledges that included in the various items of the proposal and in the Total Bid Price are costs for complying with the Florida Trench Safety Act (90-96, Laws of Florida) effective October 1, 1990. The bidder further identifies the costs to be summarized below:

	Trench Safety Measure Measure (Description)	Units of (Quantity) (LF, SY)	Unit Cost	Unit Cost	Extended
A.	_____	_____	_____	_____	_____
B.	_____	_____	_____	_____	_____
C.	_____	_____	_____	_____	_____
D.	_____	_____	_____	_____	_____
				Total	\$ _____

In witness whereof, the Bidder has hereunto set his signature and affixed his seal this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

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

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

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

(SEAL)

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

\_\_\_\_\_  
Notary Public

BIDDERS NAME \_\_\_\_\_

**STATEMENT OF EXPERIENCE**

Bidder: \_\_\_\_\_

How Long in  
Business: \_\_\_\_\_ At Current Address \_\_\_\_\_

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

\_\_\_\_\_ Title \_\_\_\_\_

\_\_\_\_\_ Title \_\_\_\_\_

Number of Personnel Currently Employed: \_\_\_\_\_

Number of Personnel Available for Project: \_\_\_\_\_

Gross Construction Revenue for Previous Year \$ \_\_\_\_\_

Type of Work \_\_\_\_\_  
Normally  
Performed: \_\_\_\_\_

Bidder must list largest 10 projects completed or currently under construction within the past 18 months, performed either as general contractor or sub contractor. List projects in order of dollar value from greatest to least. Do not omit any projects. Failure to include project may result in determination of non-responsive bid.

1. Project Name: \_\_\_\_\_

\_\_\_\_\_ Amount \$ \_\_\_\_\_

Project Begin Date: \_\_\_\_\_ Project Completion Date: \_\_\_\_\_

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

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

2. Project Name: \_\_\_\_\_

\_\_\_\_\_ Amount \$ \_\_\_\_\_

Project Begin Date: \_\_\_\_\_ Project Completion Date: \_\_\_\_\_

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

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

3. Project Name: \_\_\_\_\_

\_\_\_\_\_ Amount \$ \_\_\_\_\_

Project Begin Date: \_\_\_\_\_ Project Completion Date: \_\_\_\_\_

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



BIDDERS NAME \_\_\_\_\_

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

4. Project Name: \_\_\_\_\_

\_\_\_\_\_ Amount \$ \_\_\_\_\_

Project Begin Date: \_\_\_\_\_ Project Completion Date: \_\_\_\_\_

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

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

5. Project Name: \_\_\_\_\_

\_\_\_\_\_ Amount \$ \_\_\_\_\_

Project Begin Date: \_\_\_\_\_ Project Completion Date: \_\_\_\_\_

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

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

6. Project Name: \_\_\_\_\_

\_\_\_\_\_ Amount \$ \_\_\_\_\_

Project Begin Date: \_\_\_\_\_ Project Completion Date: \_\_\_\_\_

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

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

7. Project Name: \_\_\_\_\_

\_\_\_\_\_ Amount \$ \_\_\_\_\_

Project Begin Date: \_\_\_\_\_ Project Completion Date: \_\_\_\_\_

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

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

8. Project Name: \_\_\_\_\_

\_\_\_\_\_ Amount \$ \_\_\_\_\_

Project Begin Date: \_\_\_\_\_ Project Completion Date: \_\_\_\_\_

BIDDERS NAME \_\_\_\_\_

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

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

9. Project Name: \_\_\_\_\_

\_\_\_\_\_ Amount \$ \_\_\_\_\_

Project Begin Date: \_\_\_\_\_ Project Completion Date: \_\_\_\_\_

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

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

10. Project Name: \_\_\_\_\_

\_\_\_\_\_ Amount \$ \_\_\_\_\_

Project Begin Date: \_\_\_\_\_ Project Completion Date: \_\_\_\_\_

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

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

BIDDERS NAME\_\_\_\_\_

**SUBCONTRACTOR LISTING**

The Bidder has fully investigated each subcontractor listed and has in his/her files evidence that each subcontractor fully complies with the requirements of these specifications, has engaged successfully in the line of work for a reasonable period of time, that it maintains a fully equipped organization capable, technically and financially, of performing the work required, and that he/she had made similar installations in a satisfactory manner.

<u>Name of Subcontractor</u>	<u>Description of Work</u>
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

**EQUIPMENT AND MATERIAL LISTING**

The Bidder will furnish the following items of equipment and materials:

<u>Name of Manufacturer</u>	<u>Description of Material and Equipment</u>
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

**SECTION 00310**

**BID BONDS**

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, \_\_\_\_\_  
\_\_\_\_\_ as Principal, and \_\_\_\_\_  
\_\_\_\_\_ as Surety, are hereby held and firmly bound unto the COUNTY OF JACKSON,  
STATE OF FLORIDA, as Owner in the penal sum of 5% of the Accompanying Bid for the payment of which,  
well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors,  
administrators, successors and assigns.

Signed, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

The condition of the above obligation is such that whereas the Principal has submitted to  
the Owner a certain Bid, attached hereto and hereby made a part hereof to enter into a contract in writing for  
the:

NOW, THEREFORE,

- a. If said Bid shall be rejected, or in the alternate,
- b. If said Bid shall be accepted and the Principal shall execute and deliver a contract in the  
Form of Contract attached hereto (properly completed in accordance with said Bid) and shall furnish a bond  
for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing  
materials in connection therewith, and shall in all other respects perform the agreement created by the  
acceptance of said Bid then this obligation shall be void, otherwise the same shall remain in force and effect;  
it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall,  
in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and  
its bond shall be in no way impaired or affected by any extension of the time within which the Owner may  
accept such Bid; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

\_\_\_\_\_  
Principal

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

\_\_\_\_\_  
Surety

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

[SEAL]

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

**SECTION 00320****CERTIFICATION BY BIDDER**

This certification is required pursuant to Executive Order 11246 (30 F.R. 12319-25). The implementing rules and regulations provide that any bidder or prospective contractor, or any of their proposed subcontractors, shall state as an initial part of the bid or negotiations of the contract whether it has participated in any previous contract or subcontract subject to the equal opportunity clause; and if so, whether it has filed all compliance reports due under applicable instructions.

Where the certification indicates that the bidder has not filed a compliance report due under applicable instructions, such bidder shall be required to submit a compliance report within seven calendar days after bid opening. No contract shall be awarded unless such report is submitted.

NAME AND ADDRESS OF BIDDER (include ZIP Code):

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1. Bidder has participated in a previous contract or subcontract subject to the Equal Opportunity Clause. Yes ( ) No ( )
2. Compliance reports were required to be filed in connection with such contract or subcontract. Yes ( ) No ( )
3. Bidder has filed all compliance reports due under applicable instructions, including SF 100. Yes ( ) No ( )
4. Have you ever been or are you being considered for sanction due to violation of Executive Order 112246, as amended? Yes ( ) No ( )

NAME AND TITLE OF SIGNER (Please Type):

<hr/>	<hr/>
Name	Title

---

(Signature)

---

(Date)

**SECTION 00330**

**CERTIFICATION OF BIDDER REGARDING SECTION 3  
AND SEGREGATED FACILITIES**

**County Road 162 HMGP**

Name of Prime Contractor: \_\_\_\_\_

The undersigned hereby certifies that:

- (a) Section 3 provisions are included in the Contract.
- (b) A written Section 3 plan was prepared and submitted as part of the bid proceedings (if bid equals or exceeds \$10,000). See page 00330-2.
- (c) No segregated facilities will be maintained.

Print Name and Title of Signer:

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

\_\_\_\_\_  
Print Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

CONTRACTOR

Section 3 Plan Format

\_\_\_\_\_ agrees to implement the following specific affirmative action steps directed at increasing the utilization of lower income residents and businesses within Jackson County, Florida.

- A. To ascertain from the locality's CDBG program official the exact boundaries of the Section 3 covered project area and where advantageous, seek the assistance of local officials in preparing and implementing the affirmative action plan.
- B. To attempt to recruit from within the city the necessary number of lower income residents through: Local advertising media, signs placed at the proposed site for the project, and community organizations and public or private institutions operating within or serving the project area such as Service Employment and Redevelopment (SER), Opportunities Industrialization Center (OIC), Urban League, Concentrated Employment Program, Hometown Plan or the U.S. Employment Service.
- C. To maintain a list of all lower income residents who have applied either on their own or on referral from any source, and to employ such persons, if otherwise eligible and if a vacancy exists.
- \*D. To insert this Section 3 plan in all bid documents, and to require all bidders on subcontracts to submit a Section 3 affirmative action plan including utilization goals and the specific steps planned to accomplish these goals.
- \*E. To insure this Section 3 plan in all bid documents, and to require all bidders on subcontracts to submit a Section 3 affirmative action plan including utilization goals and the specific steps planned to accomplish these goals.
- F. To formally contact unions, subcontractors, and trade associations to secure their cooperation for this program.
- G. To insure that all appropriate project area business concerns are notified of pending subcontractual opportunities.
- H. To maintain records, including copies of correspondence, memoranda, etc., which document that all of the above affirmative action steps have been taken.
- I. To appoint or recruit an executive official of the company or agency as Equal Opportunity Officer to coordinate the implementation of this Section 3 plan.
- J. To list on Table A, information related to subcontracts to be awarded.
- K. To list on Table B, all projected workforce needs for all phases of this project by occupation, trade, skill level, and number of positions.

\* Loans, grants, contracts, and subsidies for less than \$10,000 will be exempt.



As officers and representatives of \_\_\_\_\_.  
(Name of Contractor)

We, the undersigned, have read and fully agree to this Affirmative Action Plan, and become a party to the full implementation of this program.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

TABLE A  
PROPOSED SUBCONTRACTORS BREAKDOWN

FOR THE PERIOD COVERING \_\_\_\_\_, 20\_\_ THROUGH \_\_\_\_\_, 20\_\_

(DURATION OF THE CDBG-ASSISTED PROJECT)

[illegible]

\* The Project Area is coextensive with or included within Jackson County's boundaries.

Company

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Project Name

---

Project Number

EEO Officer (Signature) \_\_\_\_\_

---

Date \_\_\_\_\_

**ESTIMATED PROJECT WORKFORCE BREAKDOWN**

<b>COLUMN 1 JOB CATEGORY</b>	<b>COLUMN 2 TOTAL ESTIMATE POSITIONS</b>	<b>COLUMN 3 NO. POSITIONS CURRENTLY OCCUPIED BY PERMANENT EMPLOYEES</b>	<b>COLUMN 4 NO. POSITIONS NOT CURRENTLY OCCUPIED</b>	<b>COLUMN 5 NO. POSITIONS TO BE FILLED WITH L.I.P.A.R.</b>
<b>OFFICERS/ SUPERVISORS</b>				
<b>PROFESSIONALS</b>				
<b>TECHNICIANS</b>				
<b>HOUSING SALES/ RENTAL/MANGMT</b>				
<b>OFFICE CLERICAL</b>				
<b>SERVICE WORKER</b>				
<b>OTHER</b>				

**TRADE:**

<b>JOURNEYMEN</b>				
<b>HELPERS</b>				
<b>APPRENTICES</b>				
<b>MAXIMUM NO. TRAINEES</b>				
<b>OTHERS</b>				

**TRADE:**

<b>JOURNEYMEN</b>				
<b>HELPERS</b>				
<b>APPRENTICES</b>				
<b>MAXIMUM NO. TRAINEES</b>				
<b>OTHERS</b>				

**TRADE:**

<b>JOURNEYMEN</b>				
<b>HELPERS</b>				
<b>APPRENTICES</b>				
<b>MAXIMUM NO. TRAINEES</b>				
<b>OTHERS</b>				

\*Lower Income Project Area residents.  
Individuals residing within Jackson  
County, Florida, whose family  
income does not exceed 80% of the  
median income in the State.

---

Company

TABLE B  
ESTIMATED PROJECT WORKFORCE BREAKDOWN  
CERTIFICATION BY PROPOSED CONTRACTOR REGARDING  
EQUAL EMPLOYEMENT OPPORTUNITY

NAME OF CONTRACTOR	PROJECT NUMBER
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INSTRUCTIONS

This certification is required pursuant to Executive Order 11246 (30 F.R. 12319-25). The implementing rules and regulations provide that any bidder or prospective contractor, or any of their proposed subcontractors, shall state as an initial part of the bid or negotiations of the contract whether it has participated in any previous contract or subcontract subject to the equal opportunity clause; and, if so, whether it has filed all compliance reports due under applicable instructions.

Where the certification indicates that the subcontractors has not filed a compliance report due under applicable instructions, such subcontractor shall be required to submit a compliance report before the owner approves the subcontract or permits work to begin under the subcontract.

SUBCONTRACTOR'S CERTIFICATION

NAME AND ADDRESS OF SUBCONTRACTOR (Include ZIP Code)

- |   |                       |
|---|-----------------------|
| 1. Bidder has participated in previous contract subject to the Equal Opportunity Clause.                              | Yes ( ) No ( )        |
| 2. Compliance reports were required to be filed in connection with such contract or subcontract.                      | Yes ( ) No ( )        |
| 3. Bidder has filed all compliance reports due under applicable instructions, including SF-100.                       | Yes ( ) No ( ) NA ( ) |
| 4. Have you ever been or are you being considered for sanction due to violation of Executive Order 11246, as amended? | Yes ( ) No ( )        |

NAME AND TITLE OF SIGNER (Please Type):

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

CERTIFICATION OF PROPOSED SUBCONTRACTOR REGARDING  
SECTION 3 AND SEGREGATION FACILITIES

\_\_\_\_\_  
NAME OF SUBCONTRACTOR

\_\_\_\_\_  
PROJECT NAME AND NUMBER

The undersigned hereby certifies that:

- (a) Section 3 provisions are included in the Contract.
- (b) A written Section 3 plan was prepared and submitted as part of the bid proceedings (if bid equals or exceeds \$10,000). See page 00330-2.
- (c) No segregated facilities will be maintained as required by Title VI of the Civil Rights Act of 1964.

NAME AND TITLE of Signer (Print or Type):

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

BIDDERS NAME\_\_\_\_\_

CERTIFICATION OF LABOR STANDARDS AND WAGES

TO (Appropriate Recipient): DATE:

c/o PROJECT NUMBER (If any):

PROJECT NAME:

1. The undersigned, having executed a contract with The County of Jackson, State of Florida, for the construction of the above-identified project, acknowledges that:
- a) The Labor Standards provisions are included in the aforesaid contract;
  - b) Correction of any infractions of the aforesaid conditions, including infractions by any of his subcontractors and any lower tier subcontractors, is his responsibility;
2. He certifies that:
- a) Neither he nor any firm, partnership or association in which he has substantial interest is designated as an ineligible contractor by the Comptroller General of the United States pursuant to Section 5.6(b) of the Regulations of the Secretary of Labor, Part 5 (29 CFR, Part 5) or pursuant to Section 3(a) of the Davis-Bacon Act, as amended (40 U.S.C. 276a-2(a)).
  - b) No part of the aforementioned contract has been or will be subcontracted to any subcontractor if such subcontractor or any firm, corporation, partnership or association in which such subcontractor has a substantial interest is designated as an ineligible contractor pursuant to any of the aforementioned regulatory or statutory provisions.
3. He agrees to obtain and forward to the aforementioned recipient within ten days after the execution of any subcontract, including those executed by his subcontractors and any lower tier subcontractors, a Subcontractor's Certification Concerning Labor Standards and Prevailing Wage Requirements executed by the subcontractor.
4. He certifies that:
- a) The legal name and the business address of the undersigned are:

- b) The undersigned is:
  - (1) A single proprietorship
  - (2) A partnership
  - (3) A corporation organized in the State of
  - (4) Other organization (Describe)

- c) The name, title and address of the owner, partners or officers of the undersigned are:

Name	Title	Address
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

BIDDERS NAME\_\_\_\_\_

CERTIFICATION OF LABOR STANDARDS AND WAGES

d) The names and addresses of all other persons , both natural and corporate, having a substantial interest in the undersigned, and the nature of the interest are *(if none, so state )*:

Name	Title	Address
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

e) The names, addresses and trade classifications of all other building construction contractors in which the undersigned has a substantial interest are *(if none, so state)*:

Name	Title	Address
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

\_\_\_\_\_  
*(Contractor)*

Date \_\_\_\_\_

By \_\_\_\_\_

**WARNING**

U.S. Criminal Code, Section 1010, Title 18, U.S.C., provides in part: "Whoever, .... Makes, passes, utters, or publishes any statement, knowing the same to be false .... Shall be fined not more than \$5,000 or imprisoned not more than two years, or both.

TO *(Appropriate Recipient)*:

DATE:

BIDDERS NAME\_\_\_\_\_

CERTIFICATION OF LABOR STANDARDS AND WAGES

c/o

PROJECT NUMBER (If any):

PROJECT NAME:\_\_\_\_\_

1. The undersigned, having executed a contract with The County of Jackson, State of Florida, for the construction of the above-identified project, acknowledges that:
- a) The Labor Standards provisions are included in the aforesaid contract;
  - b) Correction of any infractions of the aforesaid conditions, including infractions by any of his subcontractors and any lower tier subcontractors, is his responsibility;

2. He certifies that:\_\_\_\_\_

- a) Neither he nor any firm, partnership or association in which he has substantial interest is designated as an ineligible contractor by the Comptroller General of the United States pursuant to Section 5.6(b) of the Regulations of the Secretary of Labor, Part 5 (29 CFR, Part 5) or pursuant to Section 3(a) of the Davis-Bacon Act, as amended (40 U.S.C. 276a-2(a)).
- b) No part of the aforementioned contract has been or will be subcontracted to any subcontractor if such subcontractor or any firm, corporation, partnership or association in which such subcontractor has a substantial interest is designated as an ineligible contractor pursuant to any of the aforementioned regulatory or statutory provisions.

3. He agrees to obtain and forward to the aforementioned recipient within ten days after the execution of any subcontract, including those executed by his subcontractors and any lower tier subcontractors, a Subcontractor's Certification Concerning Labor Standards and Prevailing Wage Requirements executed by the subcontractor.

4. He certifies that:\_\_\_\_\_

- a) The legal name and the business address of the undersigned are:

b) The undersigned is:\_\_\_\_\_

- |                             |   |
|-----------------------------|---|
| (1) A single proprietorship | (3) A corporation organized in the State of |
| (2) A partnership           | (4) Other organization (Describe)           |

c) The name, title and address of the owner, partners or officers of the undersigned are:

Name	Title	Address
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

d) The names and addresses of all other persons , both natural and corporate, having a substantial interest in the undersigned, and the nature of the interest are (if none, so state ):

Name	Title	Address
_____	_____	_____



BIDDERS NAME\_\_\_\_\_

CERTIFICATION OF LABOR STANDARDS AND WAGES

_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

e) The names, addresses and trade classifications of all other building construction contractors in which the undersigned has a substantial interest are *(if none, so state)*:

Name	Title	Address
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

\_\_\_\_\_  
*(Contractor)*

Date \_\_\_\_\_

By \_\_\_\_\_

**WARNING**

U.S. Criminal Code, Section 1010, Title 18, U.S.C., provides in part: "Whoever, .... Makes, passes, utters, or publishes any statement, knowing the same to be false .... Shall be fined not more than \$5,000 or imprisoned not more than two years, or both.

BIDDERS NAME \_\_\_\_\_

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

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICE AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted with Bid, Proposal, or Contract No. for \_\_\_\_\_
2. This sworn statement is submitted by \_\_\_\_\_ whose business address is \_\_\_\_\_ and (if applicable) its Federal Employers Identification Number (FEIN) is \_\_\_\_\_. (If the entity has no FEIN, include the social security number of the individual signing this sworn statement: \_\_\_\_\_.)
3. My name is \_\_\_\_\_ and my relationship to the entity named above is \_\_\_\_\_.
4. I understand that a "Public Entity Crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with any agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or any agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
5. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b) means a finding of guilt or a conviction of a public entity crime, with or without adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
  1. A predecessor or successor of a person convicted of a public entity crime; or
  2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another persons, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
7. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of any entity.
8. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement: (Please indicate which statement applies.)

\_\_\_\_\_ Neither the entity submitting this sworn statement, nor any officers, directors, executives,

BIDDERS NAME \_\_\_\_\_

partners, shareholders, employees, members, or agents who are active in the management of the entity nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

\_\_\_\_\_ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND (Please indicate which additional statement applies.)

\_\_\_\_\_ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

\_\_\_\_\_ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order was entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attached a copy of the final order.)

\_\_\_\_\_ The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Department of General Services.)

Date:

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

PERSONALLY APPEARED BEFORE ME, the undersigned authority, \_\_\_\_\_, who, after first providing \_\_\_\_\_ for identification and being sworn by me, affixed his signature in the space provided above on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Notary Public

BIDDERS NAME\_\_\_\_\_

**SECTION 00360**

**CERTIFICATION REGARDING  
DEBARMENT, SUSPENSION,  
AND OTHER RESPONSIBILITY MATTERS  
PRIMARY COVERED TRANSACTIONS**

- (1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principal:
- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
  - (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

\_\_\_\_\_  
Name

County Road 162 HMGP  
\_\_\_\_\_  
Project Name

\_\_\_\_\_  
Title

1617 – Eng-4  
\_\_\_\_\_  
Project Number

\_\_\_\_\_  
Firm

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

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

BIDDERS NAME\_\_\_\_\_

**CERTIFICATION REGARDING  
DEBARMENT, SUSPENSION, INELIGIBILITY  
AND VOLUNTARY EXCLUSION**

**Lower Tier Covered Transactions**

- (1) The prospective lower tier participant certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to the above statement, the prospective participant shall attach an explanation to this form.

\_\_\_\_\_  
Name

\_\_\_\_\_  
Local Government

\_\_\_\_\_  
Title

\_\_\_\_\_

\_\_\_\_\_  
Firm

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

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

\_\_\_\_\_  
Date

## **49 CFR Part 29 - Appendix B**

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

#### **Instructions For Certification**

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled ``Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AN  
VOLUNTARY EXCLUSION--LOWER TIER COVERED TRANSACTIONS**

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

---

Signature/Authorized Certifying Official

---

Typed Name and Title

---

Applicant/Organization

---

Date Signed



49 CFR Part 20 - Appendix A

**CERTIFICATION REGARDING LOBBYING**

**Certification For Contracts, Grants, Loans, And Cooperative Agreements**

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

---

Signature/Authorized Certifying Official

---

Typed Name and Title

---

Applicant/Organization

---

Date Signed



Prime Contractor/Prime Consultant: \_\_\_\_\_

Address/Phone Number: \_\_\_\_\_

Procurement Number/Advertisement Number: \_\_\_\_\_

49 CFR Part 26.11 The list is intended to be a listing of all firms that are participating, or attempting to participate, on DOT-assisted contracts. The list must include all firms that bid on prime contracts, or bid or quote subcontracts and supplies materials on DOT-assisted projects, including both DBEs and non-DBEs. For consulting companies this list must include all subconsultants contacting you and expressing an interest in teaming with you on a specific DOT-assisted project. Prime contractors and consultants must provide information for Numbers 1, 2, 3 and 4, and should provide any information they have available on Numbers 5, 6, 7, and 8 for themselves, and their subcontractors and subconsultants.

1. Federal Tax ID Number: \_\_\_\_\_

2. Firm Name: \_\_\_\_\_

3. Phone: \_\_\_\_\_

4. Address: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

5. Year Firm Established: \_\_\_\_\_

6. ☐ DBE  
☐ Non-DBE

7. ☐ Subcontractor  
☐ Subconsultant

8. Annual Gross Receipts  
☐ Less than \$1 million  
☐ Between \$1 - \$5 million  
☐ Between \$5 - \$10 million  
☐ Between \$10 - \$15 million  
☐ More than \$15 million

1. Federal Tax ID Number: \_\_\_\_\_

2. Firm Name: \_\_\_\_\_

3. Phone: \_\_\_\_\_

4. Address: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

5. Year Firm Established: \_\_\_\_\_

6. ☐ DBE  
☐ Non-DBE

7. ☐ Subcontractor  
☐ Subconsultant

8. Annual Gross Receipts  
☐ Less than \$1 million  
☐ Between \$1 - \$5 million  
☐ Between \$5 - \$10 million  
☐ Between \$10 - \$15 million  
☐ More than \$15 million

1. Federal Tax ID Number: \_\_\_\_\_

2. Firm Name: \_\_\_\_\_

3. Phone: \_\_\_\_\_

4. Address: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

5. Year Firm Established: \_\_\_\_\_

6. ☐ DBE  
☐ Non-DBE

7. ☐ Subcontractor  
☐ Subconsultant

8. Annual Gross Receipts  
☐ Less than \$1 million  
☐ Between \$1 - \$5 million  
☐ Between \$5 - \$10 million  
☐ Between \$10 - \$15 million  
☐ More than \$15 million

1. Federal Tax ID Number: \_\_\_\_\_

2. Firm Name: \_\_\_\_\_

3. Phone: \_\_\_\_\_

4. Address: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

5. Year Firm Established: \_\_\_\_\_

6. ☐ DBE  
☐ Non-DBE

7. ☐ Subcontractor  
☐ Subconsultant

8. Annual Gross Receipts  
☐ Less than \$1 million  
☐ Between \$1 - \$5 million  
☐ Between \$5 - \$10 million  
☐ Between \$10 - \$15 million  
☐ More than \$15 million

**AS APPLICABLE, PLEASE SUBMIT THIS FORM WITH YOUR:**

**BID SHEET (Invitation to Bid – ITB)  
 LETTERS OF RESPONSE (LOR)  
 PRICE PROPOSAL (Request for Proposal – RFP)  
 REPLY (Invitation to Negotiate – ITN)**

**SECTION 00500****CONTRACT**

THIS AGREEMENT, is dated as of the \_\_\_\_ day \_\_\_\_\_, in the year 20\_\_\_\_, by and between JACKSON COUNTY, a political subdivision of the State of Florida (hereinafter called OWNER) and \_\_\_\_\_ (hereinafter called CONTRACTOR).

WITNESSETH: That for and in consideration of the payments and agreements hereinafter set forth, to be made and performed by the OWNER, the CONTRACTOR hereby agrees with the OWNER to commence and complete the construction generally described as follows:

**County Road 162 HMGP**

hereinafter called the project, for the sum of (in words and figures): \_\_\_\_\_ dollars and cents (\$ \_\_\_\_\_) and all extra work in connection therewith, under the terms as stated in the General and Special Conditions of the Contract; and at the CONTRACTOR's own proper cost and expense to furnish all the materials, and other accessories and services necessary to complete the said project in accordance with the conditions and prices stated in the Bid Proposal, General Conditions, Supplemental General Conditions and Special Conditions of the Contract; the plans, which include all maps, plats, blueprints, and other drawings and printed or written explanatory matter thereof; the specifications and contract documents therefore as prepared by Larry Alvarez, County Engineer, herein entitled the Architect/Engineer; and as numbered in the Information for Bidders and Table of Contents, all of which are made a part hereof and collectively evidence and constitute the contract.

The Work will be substantially completed within 120 days after the date when the Contract Times commence to run as provided in paragraph 2.3 of the General Conditions, and completed and ready for final payment in accordance with paragraph 14.13 of the General Conditions within 150 days after the date when the Contract Times commence to run.

*Liquidated Damages.* OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not completed within the times specified in the paragraph above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. It shall be specifically noted that time extensions are granted only for abnormal weather conditions as it relates to rain days. They also recognize the delays, expense and difficulties involved in proving the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER Four Hundred Fifty and no/100 dollars (\$450.00) for each day that expires after the time specified above for Substantial Completion until the Work is substantially complete. After Substantial Completion, if CONTRACTOR shall neglect, refuse or fail to complete the remaining Work within the time specified above for completion and readiness for final payment or any proper extension thereof granted by OWNER, CONTRACTOR shall pay OWNER Four Hundred and no/100 dollars (\$400.00) for each day that expires after the time specified for completion and readiness for final payment.

The OWNER agrees to pay the CONTRACTOR in current funds for the performance of the contract, subject to additions and deductions, as provided in the General Conditions of the Contract, and to

make payments on account thereof as provided in the General Conditions.

The OWNER and the CONTRACTOR shall also be bound by and comply with each of the provisions included in Attachment A which is incorporated herein and made a part hereof.

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement in triplicate, each of which shall be deemed an original. This agreement will be effective in the year and day first above mentioned.

Jackson County, Florida, Owner

2864 Madison Street, Marianna, FL 32448

\_\_\_\_\_  
Contractor

\_\_\_\_\_  
Address

License No. \_\_\_\_\_

Fed. Tax I.D. No. \_\_\_\_\_

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

Signature

Eric Hill, Chairman

Name and Title

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

[CORPORATE SEAL]

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

Signature

\_\_\_\_\_  
Name and Title

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

[CORPORATE SEAL]

**ATTACHMENT A****1. Termination (Cause or Convenience)**

- a. This contract may be terminated in whole or in part in writing by either party in the event of substantial failure by the other party to fulfill its obligations under this contract through no fault of the terminating party, provided that no termination may be effected unless the other party is given (1) not less than ten (10) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate and (2) an opportunity for consultation with the terminating party prior to termination.
- b. This contract may be terminated in whole or in part in writing by the owner for its convenience, provided that the other party is afforded the same notice and consultation opportunity specified in 1a above.
- c. If termination for default is effected by the owner, an equitable adjustment in the price for this contract shall be made, but (1) no amount shall be allowed for anticipated profit on unperformed services or other work, and (2) any payment due to the contractor at the time of termination may be adjusted to cover any additional costs to the owner because of the contractor's default.

If termination for convenience is effected by the owner, the equitable adjustment shall include reasonable profit for services or other work performed for which profit has not already been included in an invoice.

For any termination, the equitable adjustment shall provide for payment to the contractor for services rendered and expenses incurred prior to receipt of the notice of intent to terminate, in addition to termination settlement costs reasonably incurred by the contractor relating to commitments (e.g. suppliers, subcontractors) which had become firm prior to receipt of the notice of intent to terminate.

- d. Upon receipt of a termination action under paragraphs a or b above, the contractor shall (1) promptly discontinue all affected work (unless the notice directs otherwise) and (2) deliver or otherwise make available to the owner all data, drawings, reports specifications, summaries and other such information, as may have been accumulated by the contractor in performing this contract, whether completed or in process.
- e. Upon termination, the owner may take over the work and may award another party a contract to complete the work described in this contract.
- f. If, after termination for failure of the contractor to fulfill contractual obligations, it is determined that the contractor had not failed to fulfill contractual obligations, the termination shall be deemed to have been for the convenience of the contractor. In such event, adjustment of the contract price shall be made as provided in paragraph c above.

**2. Remedies**

Unless otherwise provided in this contract, all claims, counter-claims, disputes and other matters in question between the owner and the contractor, arising out of or relating to this contract, or the breach of it, will be decided by arbitration if the parties mutually agree or in a Florida court of competent jurisdiction.

**3. Compliance**

The contractor shall comply with all of the following:

- a. Executive Order 11246 of September 24, 1965 entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967 and as supplemented in Department of Labor regulations (41 CFR Chapter 60).
- b. The Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR part 5).
- c. Compliance with the Davis-Bacon Act (40 U.S.C. 276a to a-7) as supplemented by Department

- of Labor regulations (29 CFR part 5).
- d. Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR part 5).

4. Access to Records

The owner, the Florida Department of Community Affairs, the U.S. Department of Housing and Urban Development, the Comptroller General of the United States, and any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the contractor which are directly pertinent to this contract for the purpose of making audit, examination, excerpts, and transcriptions.

5. Retention of Records

The contractor shall retain all records relating to this contract.

6. Environmental Compliance

If this contract exceeds \$100,000, the contractor shall comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and U.S. Environmental Protection Agency regulations (40 C.F.R. Part 15). The contractor shall include this clause in any subcontracts over \$100,000.

7. Energy Efficiency

The contractor shall comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).

8. Conflicts with Other Clauses

If this contract contains any clause(s) which conflict with the above clauses, then this contract will be governed by the clause(s) contained in this Attachment A. In the event of conflict between the contract documents, the following order of precedence shall apply to resolve any conflict with smaller item numbers taking precedence over larger numbered items:

- 1.1. *CONTRACT AGREEMENT*
- 1.2. *SPECIAL PROVISIONS*
- 1.3. *PLANS, NOTES, AND QUANTITIES*
- 1.4. *SPECIAL CONDITIONS*
- 1.5. *GENERAL CONDITIONS*
- 1.6. *FDOT STANDARDS AND SPECIFICATIONS*

Any provisions of the Contract Documents related to conditions of payment or performance of the Work by the Contractor may be waived by the Owner. Nothing in these conditions or any other Contract Documents shall be deemed to give any rights or remedies to any person, other than the Contractor or the Owner (or as otherwise may be required by statutory law). There are no intended third party beneficiaries of the Contract Documents

9. Hold Harmless FDOT and Jackson County - the following language shall be included in all contracts and subcontracts:

Contractor shall indemnify, defend, save, and hold harmless the DEPARTMENT, COUNTY, and all of their officers, agents, consultants or employees from all suits, actions, claims, demands, liability of any nature whatsoever arising out of, because of, or due to any negligent act or occurrence of omission or commission of the contractor, its officers, agents, or employees.

**SECTION 00510  
PERFORMANCE AND PAYMENT BONDS**

**CONSTRUCTION PAYMENT BOND**

CONTRACTOR (Name and Address): \_\_\_\_\_

\_\_\_\_\_

SURETY (Name and Principal Place of Business): \_\_\_\_\_

\_\_\_\_\_

OWNER: Jackson County, a political subdivision of the State of Florida, 2864 Madison Street, Marianna, FL, 32446, 850-482-9633

CONSTRUCTION CONTRACT: (Date) \_\_\_\_\_ (Amount) \_\_\_\_\_

(Description - Name and Location) \_\_\_\_\_

\_\_\_\_\_

BOND: (Date - not earlier than Construction Contract Date) \_\_\_\_\_

(Amount) \_\_\_\_\_ Modifications to this Bond Form) \_\_\_\_\_

\_\_\_\_\_

CONTRACTOR AS PRINCIPAL  
Company:

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

Name and Title: \_\_\_\_\_

(Corporate Seal)

SURETY  
Company:

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

Name and Title: \_\_\_\_\_

(Corporate Seal)

CONTRACTOR AS PRINCIPAL  
Company:

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

Name and Title: \_\_\_\_\_

(Corporate Seal)

SURETY  
Company:

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

Name and Title: \_\_\_\_\_

(Corporate Seal)



1. The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference.
2. With respect to the Owner, this obligation shall be null and void if the Contractor:
  - 2.1 Promptly makes payment, directly or indirectly, for all sums due Claimants, and
  - 2.2 Defends, indemnifies and holds harmless the Owner from all claims, demands, liens, or suits by any person or entity who furnished labor, materials, or equipment for use in the performance of the Construction Contract, provided the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 12) of any claims, demands, liens or suits to the Contractor and the Surety, and provided there is no Contractor Default.
3. With respect to Claimants, this obligation shall be null and void if the Contractor promptly makes payment, directly or indirectly, for all sums due.
4. The Surety shall have no obligation to Claimants under this Bond until:
  - 4.1 Claimants who are employed by or have a direct contract with the Contractor have given notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.
  - 4.2 Claimants who do not have a direct contract with the Contractor:
    - a. Have furnished written notice to the Contractor and sent a copy, or notice thereof, to the Owner, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials were furnished or supplied or for whom the labor was done or performed; and
    - b. Have either received a rejection in whole or in part from the Contractor, or not received within 30 days of furnishing the above notice any communication from the Contractor by which the Contractor has indicated the claim will be paid directly or indirectly; and
    - c. Not having been paid within the above 30 days, have sent a written notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to the Contractor.
5. If a notice required by Paragraph 4 is given by the Owner to the Contractor or to the Surety, that is sufficient compliance.
6. When the Claimant has satisfied the conditions of Paragraph 4, the Surety shall promptly and at the Surety's expense take the following actions:
  - 6.1 Send an answer to the Claimant, with a copy to the Owner, within 45 days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.
  - 6.2 Pay or arrange for payment of any undisputed amounts.
7. The Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.
8. Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any Construction Performance Bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and the Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.
9. The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.
10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.
11. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the work or part of the work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by Subparagraph 4.1 or Clause 4.2 (iii) or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
12. Notice to the Surety, the Owner of the Contractor shall be mailed or delivered to the address shown on the signature page. Actual receipt of notice by Surety, the Owner or the Contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.
13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and the provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is, that this Bond shall be construed as a statutory bond and not as a common law bond.
14. Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.

15. DEFINITIONS:

- 15.1 Claimant: An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials, or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.
- 15.2 Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.
- 15.3 Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

**CONSTRUCTION PERFORMANCE BOND**

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

CONTRACTOR (Name and Address): \_\_\_\_\_

\_\_\_\_\_

SURETY (Name and Principal Place of Business): \_\_\_\_\_

\_\_\_\_\_

OWNER Jackson County, a political subdivision of the State of Florida, 2864 Madison Street, Marianna, FL, 32446, 850-482-9633

CONSTRUCTION CONTRACT: (Date) \_\_\_\_\_ (Amount) \_\_\_\_\_

(Description - Name and Location) \_\_\_\_\_

\_\_\_\_\_

BOND: (Date - not earlier than Construction Contract Date) \_\_\_\_\_

(Amount) \_\_\_\_\_ (Modifications to this Bond Form) \_\_\_\_\_

\_\_\_\_\_

CONTRACTOR AS PRINCIPAL  
Company:

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

Name and Title: \_\_\_\_\_

(Corporate Seal)

SURETY  
Company:

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

Name and Title: \_\_\_\_\_

(Corporate Seal)

CONTRACTOR AS PRINCIPAL  
Company:

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

Name and Title: \_\_\_\_\_

(Corporate Seal)

SURETY  
Company:

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

Name and Title: \_\_\_\_\_

(Corporate Seal)

1. The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.
2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except to participate in conferences as provided in Subparagraph 3.1.
3. If there is no Owner Default, the Surety's obligation under this Bond shall arise after:
  - 3.1 The Owner has notified the Contractor and the Surety at its address described in Paragraph 10 below, that the Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with the Contractor and the Surety to be held not later than fifteen days after receipt of such notice to discuss methods of performing the Construction Contract. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default; and
  - 3.2 The Owner has declared a Contractor Default and formally terminated the Contractor's right to complete the contract. Such Contractor Default shall not be declared earlier than twenty days after the Contractor and the Surety have received notice as provided in Subparagraph 3.1; and
  - 3.3 The Owner has agreed to pay the Balance of the Contract Price to the Surety in accordance with the terms of the Construction Contract or to a contractor selected to perform the Construction Contract in accordance with the terms of the contract with the Owner.
4. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:
  - 4.1 Arrange for the Contractor, with consent of the Owner, to perform and complete the Construction Contract; or
  - 4.2 Undertake to perform and complete the Construction Contract itself, through its agents or through independent contractors; or
  - 4.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and the contractor selected with the Owner's concurrence, to be secured with performance and payment bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 6 on excess of the Balance of the Contract Price incurred by the Owner resulting from the Contractor's default; or
  - 4.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:
    - a. After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, tender payment therefor to the Owner; or
    - b. Deny liability in whole or in part and notify the Owner citing reasons therefor.
5. If the Surety does not proceed as provided in Paragraph 4 with reasonable promptness, the Surety shall be deemed to be in default on this Bond fifteen days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Subparagraph 4.4, and the Owner refuses the payment tendered or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.
6. After the Owner has terminated the Contractor's right to complete the Construction Contract, and if the Surety elects to act under Subparagraph 4.1, 4.2, or 4.3 above, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. To the limit of the amount of this Bond, but subject to commitment by the Owner of the Balance of the Contract Price to mitigation of costs and damages on the Construction Contract, the Surety is obligated without duplication for:
  - 6.1 The responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
  - 6.2 Additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 4; and
  - 6.3 Liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.
7. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, or successors.
8. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.
9. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
10. Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page.
11. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom

and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent of this Bond shall be construed as a statutory bond and not as a common law bond.

12. Definitions:

- 12.1 Balance of the Contract Price: The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and property payments made to or on behalf of the Contractor under the Construction Contract.
- 12.2 Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.
- 12.3 Contractor Default: Failure of the Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Construction Contract.
- 12.4 Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms hereof.

**SECTION 00610**  
**NOTICE OF AWARD**

TO: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

PROJECT: County Road 162 HMGP  
FDOT FM NO. \_\_\_\_\_  
ENGINEER'S NO: Bid # 1617-Eng 4

Owner has considered the Bid submitted by you on \_\_\_\_\_, 2017 for the above described Work.

You are hereby notified that your Bid has been accepted in the amount of \$\_\_\_\_\_.

You are required by the Information for Bidders to execute the Agreement and furnish the required Contractor's Labor and Materials Payment Bond, Performance Bond and Certificates of Insurance within fifteen (15) calendar days from the date of this Notice to you. **Please note that all contract documents will be dated at the pre-construction conference.**

If you fail to execute said Agreement and to furnish said Bonds within fifteen (15) days from the date of this Notice, said Owner will be entitled to consider all your rights arising out of the Owner's acceptance of your Bid as abandoned and as a forfeiture of your Bid Bond. The Owner will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this Notice of Award to the Owner.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

**County of Jackson, State of Florida**  
OWNER

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

**Larry Alvarez, County Engineer**  
Name & Title

ACCEPTANCE OF NOTICE

Receipt of the above Notice of Award is hereby acknowledged

This the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

By \_\_\_\_\_

\_\_\_\_\_  
Name and Title

**SECTION 00620**  
**NOTICE TO PROCEED**

DATE: \_\_\_\_\_

TO: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

PROJECT: County Road 162 HMGP

ENGINEER'S NO.: 1617-ENG 4 FDOT FM NO: \_\_\_\_\_

You are hereby notified to commence Work in accordance with the Agreement dated , 20\_\_, on or before \_\_\_\_\_, 20\_\_, and you are to be substantially complete with the Work within \_\_\_\_\_ consecutive calendar days thereafter, and you are to be **complete with all work** within consecutive calendar days thereafter. The date of substantial completion is therefore \_\_\_\_\_, 20\_\_, and the date of **completion of all work** is therefore \_\_\_\_\_, 200\_\_.

**County of Jackson, State of Florida**  
OWNER

By Larry Alvarez

Title County Engineer

**ACCEPTANCE OF NOTICE**

Receipt of the above Notice to Proceed  
is hereby acknowledged by:

\_\_\_\_\_

Dated: \_\_\_\_\_, 20\_\_

By \_\_\_\_\_

\_\_\_\_\_

Name and Title

**SECTION 00630  
CHANGE ORDER**

Change Order No.: \_\_\_\_\_  
Date: \_\_\_\_\_

PROJECT: \_\_\_\_\_

DCA NO. (if applicable): \_\_\_\_\_

DESCRIPTION OF CHANGE: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

CHANGES IN PRICE

- |           |                                   |                 |
|-----------|-----------------------------------|-----------------|
| 1.        | Original Contract Price           | \$ _____        |
| 2.        | Total All Previous Change Orders  |                 |
|           | No. 1 thru No. __                 | \$ _____        |
| 3.        | Current Contract Price (1 + 2)    | \$ _____        |
| 4.        | Proposed by this Change Order     |                 |
|           | (see attached for breakdown)      | \$ _____        |
| <b>5.</b> | <b>New Contract Price (4 + 5)</b> | <b>\$ _____</b> |

CHANGES IN TIME

- |            |                                |            |
|------------|--------------------------------|------------|
| 6.         | Original Contract Time         | _____ days |
| 7.         | Additional Days Approved       |            |
|            | Change Order No. 1 thru No. __ | _____ days |
| 8.         | Current Contract Time (6 + 7)  | _____ days |
| 9.         | Additional Days Proposed       | _____ days |
| 10.        | New Contract Time (8 + 9)      | _____ days |
| 11.        | Date of Notice to Proceed      |            |
| 12.        | Original Completion Date       |            |
| <b>13.</b> | <b>New Completion Date</b>     |            |

This change is acceptable to \_\_\_\_\_ **(Contractor)**

Signed \_\_\_\_\_ Title \_\_\_\_\_

This change is recommended by \_\_\_\_\_ **(County Engineer)**

Signed \_\_\_\_\_ Title \_\_\_\_\_

This change is acceptable to \_\_\_\_\_ **County of Jackson, State of Florida (Owner)**

Signed \_\_\_\_\_ Title \_\_\_\_\_

(a cost breakdown will be attached if needed)



**SECTION 00631**  
**WORK CHANGE DIRECTIVE NO. \_\_\_\_\_**

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

Project: \_\_\_\_\_

Bid Number: \_\_\_\_\_

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

You are directed to proceed promptly with the following work changes to be paid under the Pay Items.

Brief Description of Work:	Pay Item	Description

Anticipate Change in Price \_\_\_\_\_

Anticipate Change in Contract Time \_\_\_\_\_

Method of Determining Contract Price Change: \_\_\_\_\_

Signed \_\_\_\_\_  
Larry Alvarez

Title County  
Engineer

Received by Contractor:

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

Signed \_\_\_\_\_  
(Authorized Signature)

Title \_\_\_\_\_

**SECTION 00640**

**CERTIFICATE OF SUBSTANTIAL COMPLETION**

Project: \_\_\_\_\_

FDOT FM No: \_\_\_\_\_ Engineer's. Project No: \_\_\_\_\_

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

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

**DATE OF SUBSTANTIAL COMPLETION**

Notice to Proceed: \_\_\_\_\_ (DATE)

Original Contract Time: \_\_\_\_\_ (CALENDAR DAYS)

Additional Contract Time  
Approved by Change Order: \_\_\_\_\_ (CALENDAR DAYS)

Total Approved Contract Time: \_\_\_\_\_ (CALENDAR DAYS)

Actual Contract Time: \_\_\_\_\_ (CALENDAR DAYS)

Unapproved Construction Time: \_\_\_\_\_ (CALENDAR DAYS)

A tentative list of items to be completed or corrected is attached hereto. This list may not be all-inclusive, and the failure to include an item in it does not alter the responsibility of CONTRACTOR to complete all the Work in accordance with the Contract Documents. The items in the tentative list shall be completed or corrected by CONTRACTOR within \_\_\_\_ days of the above date of Substantial Completion.

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

RESPONSIBILITIES:

OWNER: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

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

\_\_\_\_\_

This certificate does not constitute an acceptance of Work not in accordance with the Contract Documents nor is it a release of CONTRACTOR's obligation to complete the Work in accordance with the Contract Documents.

Executed by: **Larry Alvarez, County Engineer**  
ENGINEER  
By \_\_\_\_\_  
Signature Date

Accepted by: \_\_\_\_\_  
CONTRACTOR  
By \_\_\_\_\_  
Signature Date

Accepted by: **Jackson County, Florida, Eric Hill, Chairman BCC**  
OWNER  
By \_\_\_\_\_  
Signature Date

**SECTION 00641**  
**CERTIFICATE OF FINAL COMPLETION**

Project: \_\_\_\_\_

DCA/FDOT No.: \_\_\_\_\_ EDA No.: \_\_\_\_\_ Engineer's No.: \_\_\_\_\_

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

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

\_\_\_\_\_  
Date of Final Completion

Notice to Proceed: \_\_\_\_\_ (DATE)

Notice Contract Time: \_\_\_\_\_ (CALENDAR DAYS)

Additional Contract Time

Approved by Change Order: \_\_\_\_\_ (CALENDAR DAYS)

Total Approved Contract Time: \_\_\_\_\_ (CALENDAR DAYS)

Actual Contract Time: \_\_\_\_\_ (CALENDAR DAYS)

Unapproved Construction Time: \_\_\_\_\_ (CALENDAR DAYS)

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

This certificate constitutes an acceptance of work in accordance with the Contract Documents. However, this certification shall not release the Contractor or its sureties from any obligations under the Contract Documents.

Executed by ENGINEER on \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
ENGINEER

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

CONTRACTOR accepts this Certificate of Final Completion on \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
CONTRACTOR

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

OWNER accepts this Certificate of Final Completion on \_\_\_\_\_, 20\_\_\_\_

JACKSON COUNTY, FLORIDA, OWNER

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

SECTION 00650

RELEASE OF LIEN

STATE OF FLORIDA  
COUNTY OF JACKSON

I, \_\_\_\_\_, having been first duly sworn, do now depose and say: That all persons, firms, and corporations, who have furnished services, labor, or materials for use on the Jackson County, Florida, Project Contract No. 1617-ENG 4 (if applicable, Florida Department of Community Affairs, Small County Outreach Program (SCOP), FDOT FPID No. \_\_\_\_\_, have fully completed their respective work, and it has been accepted by the Owner of said real estate; and there are no bills for labor or materials or appliances in connection with such construction which have not been paid.

\_\_\_\_\_  
Contractor's Representative

(SEAL)

Subscribed and sworn to before the undersigned, a Notary Public for the State of Florida, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public

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

PERIODIC PAY ESTIMATE NO. \_\_\_\_\_

PERIOD \_\_\_\_\_ TO \_\_\_\_\_

OWNER: Jackson County

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

2864 Madison Street

\_\_\_\_\_

Marianna, FL 32448

\_\_\_\_\_

PROJECT: \_\_\_\_\_

PROJECT NO.: \_\_\_\_\_

ESTIMATE:

1. Original Contract	\$ _____
2. Change Orders (Approved)	\$ _____
3. Revised Contract (line 1 + line 2)	\$ _____
4. Work Completed	\$ _____
5. Stored Materials	\$ _____
6. Subtotal (4 +5)	\$ _____
7. Retainage (10%)	\$ _____
8. Previous Payments	\$ _____
9. Amount Due (6-7-8)	\$ _____

\* Detailed breakdown attached.

CONTRACT TIME

Original Contract Calendar Days _____	Starting Date _____
Revised Contract Calendar Days _____	Completion Date _____
Remaining Contract Calendar Days _____	Project on Schedule _____ _ Yes _____ No

# RELEASE OF LIEN AFFIDAVIT/CERTIFICATIONS

## Certification of Contractor:

As authorized agent for the Contractor, I the undersigned, hereby certify that to the best of my knowledge and belief, this is a true and correct statement of work performed and materials delivered. I further certify that the Contractor has good title for all materials delivered under this Periodic Payment Estimate and there are no vendors' liens, mechanics' liens, or other liens or rights to liens against this job, and that all previous Periodic Payment Estimates received under this contract have been applied to discharge in full all of the contractor's obligations, reflected in prior Periodic Payment Estimates, and that hourly wages paid to all employees on the project for the period of this estimate are in accordance with the wage scale determination contained in the contract documents.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
Contractor Name and Title

## Certification of Resident Inspector:

I certify that I have checked and verified the quantities of work performed and stored materials claimed on this Periodic Estimate and to the best of my knowledge and belief it is a true and correct representation by the Contractor.

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

## APPROVED FOR PAYMENT

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
County Engineer

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
County Administrator

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
Chief Elected Official and Title  
or Duly Authorized Representative

\*\*\*\*\*

For local government use only (as local procedures require):

Reviewed: \_\_\_\_\_ Date: \_\_\_\_\_  
Name and Title

Reviewed: \_\_\_\_\_ Date: \_\_\_\_\_  
Name and Title

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## GENERAL CONDITIONS

### ARTICLE 1- DEFINITIONS

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Whenever used in these General Conditions or in the other Contract Documents the following terms have the meanings indicated which are applicable to both the singular and plural thereof:

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

1.2. *Agreement*- The written contract between OWNER and CONTRACTOR covering the Work to be performed; other Contract Documents are attached to the Agreement and made a part thereof as provided therein.

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

1.4. *Asbestos*- Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above the current action levels established by the United States Occupational Safety and Health Administration.

1.5. *Bid*- The offer or proposal of the bidder submitted on the prescribed form setting forth the prices for the Work to be done.

1.6. *Bidding Documents*- The advertisement or invitation to Bid, instructions to bidders, the Bid form, and the proposed Contract Document (including all Addenda issued prior to Receipt of Bids).

1.7. *Bidding Requirements*- The advertisement or invitation to Bid, instructions to the bidders, and the Bid form.

1.8. *Bonds*- Performance and Payment bonds and other instruments of security.

1.9. *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 Agreement.

1.10. *Contract Documents*- 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 interpretation and clarifications issued pursuant to paragraphs 3.5, 3.61, and 3.63 on or after the Effective Date of Agreement. Shop Drawing submittals approved pursuant to paragraphs 6.26 and 6.27 and the reports and drawings

referred to in paragraphs 4.2.1.1 and 4.2.2.2 are not Contract Documents.

1.11. *Contract Price*- The money 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 11.91 in the case of Unit Price Work).

1.12. *Contract Times*- The numbers of days or the dates stated in the Agreement: (i) to achieve Substantial Completion, and (ii) to complete the Work so that it is ready for final payment as evidenced by ENGINEER's written recommendations for final payment in accordance with paragraph 14.13.

1.13. *CONTRACTOR*- The person, firm or corporation with whom OWNER has entered into the Agreement.

1.14. *defective*- An adjective which 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 recommendations of final payments (unless responsibility for the protection thereof has been assumed by OWNER at Substantial Completion in accordance with paragraph 14.8 or 14.10).

1.15. *Drawings*- The drawings which show the scope, extent and character of the Work to be furnished and performed by CONTRACTOR and which has been prepared or approved by ENGINEER and are referred to in the Contract Documents. Shop drawings are not Drawings as so defined.

1.16. *Effective Date of 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.

1.17. *ENGINEER*-The County Engineer, or his/her successor in office.

1.18. *ENGINEER's Consultant*- A person, firm or corporation 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.

1.19. *Field Order*- A written order issued by ENGINEER which orders minor changes in the Work in accordance with paragraph 9.5 but which does not involve a change in the Contract Price or the Contract Times.

1.20. *General Requirements*- Sections of Division 1 of the Specifications.

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

1.22. *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.

1.23. *Liens-* Liens, charges, security interests or encumbrances upon real property or personal property.

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

1.25. *Notice of Award-* The written notice by OWNER to the apparent successful bidder stating that upon compliance by the apparent successful bidder with the conditions precedent enumerated therein, within the time specified, OWNER will sign and deliver the Agreement.

1.26. *Notice to Proceed-* A written notice given by OWNER to CONTRACTOR (with a copy to ENGINEER) fixing the date on which the Contract Times will commence to run and on which CONTRACTOR shall start to perform CONTRACTOR's obligations under the Contract Documents.

1.27. *OWNER-* Jackson County, a political subdivision of the State of Florida.

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

1.29. *PCBs-* Polychlorinated biphenyl's

1.30. *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 Wastes and crude oils.

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

1.32. *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.

1.33. *Resident Project Representative-* The authorized representative of ENGINEER who may be assigned to the site or any part thereof.

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

1.35. *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.

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

1.37. *Subcontractor-* An individual, firm or corporation having a direct contract with CONTRACTOR or with any other Subcontractor for the performance of part of the Work at the site.

1.38. *Substantial Completion-* The Work (or a specified part thereof) has progressed to the point where, in the opinion of ENGINEER as evidenced by ENGINEER's definitive certificate of Substantial Completion, the project is substantially complete in accordance with the Contract Documents. In general, substantial completion shall be considered the point at which ALL items of work have been completed lacking only the drafting of a final punch list of corrective work items discovered during the Substantial Completion inspection. Punch list items of work may include items that have previously received 100% payment but deficiencies, damage or erosion has occurred. Such items shall be corrected prior to final acceptance. If no such certificate is issued, when the Work is complete and ready for final payment in accordance with paragraph 14.13 The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.

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

1.40. *Supplier-* A manufacturer, fabricator, supplier, distributor, materialman or vendor having a direct contract with CONTRACTOR or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by CONTRACTOR or any Subcontractor.

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

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

1.43. *Work-* The entire completed construction or various separately identified parts thereof required to be furnished under the Contract Documents. Work includes and is the result of performing or furnishing labor and furnishing and incorporating materials and equipment into the construction, and performing or furnishing services and furnishing documents, all as required by the Contract Documents.

1.44. *Work Change Directive-* A written directive to CONTRACTOR, issued on or after the Effective Date of Agreement and signed by OWNER and recommended by ENGINEER, ordering an addition, deletion or revision in the Work, or responding to differing or unforeseen physical conditions under which the Work is to be performed as provided in paragraph 4.2 or 4.3 or to emergencies under paragraph 6.23. A Work Change Directive will not change the Contract Price or the Contract Times, but is evidenced that the parties expect that the change directed 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 as provided in paragraph 10.2

1.45. *Written Amendment-* A written amendment of Contract Documents, signed by OWNER and CONTRACTOR on or after the Effective Date of the Agreement and normally dealing with the nonengineering or

nontechnical rather than strictly construction-related aspects of the Contract Documents.

## ARTICLE 2- PRELIMINARY MATTERS

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### ***Delivery of Bonds:***

2.1. When CONTRACTOR delivers the executed Agreements to OWNER, CONTRACTOR shall also deliver to OWNER such Bonds as CONTRACTOR may be required to furnish in accordance with paragraph 5.1.

### ***Copies of Documents:***

2.2. OWNER shall furnish to CONTRACTOR up to ten copies (unless otherwise specified in the Supplementary Conditions) of the Contract Documents as are reasonably necessary for the execution of the Work. Additional copies will be furnished, upon request, at the cost of reproduction.

### ***Commencement of Contract Times; Notice to Proceed:***

2.3. The Contract Times will commence to run on the thirtieth day after the Effective Date of 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 thirty 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 Agreement, whichever date is earlier.

### ***Starting the Work:***

2.4. CONTRACTOR shall start to perform the Work on the date when the Contract Times commence to run, but no Work shall be done at the site prior to the date on which the Contract Times commence to run.

### ***Before Starting Construction:***

2.5. Before undertaking each part of the Work, CONTRACTOR shall carefully study and compare the Contract Documents and check and verify pertinent figures shown thereon and all applicable field measurements. CONTRACTOR shall promptly report in writing to 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.

2.6. Within ten days after the Effective Date of Agreement (unless otherwise specified in the General Requirements), CONTRACTOR shall submit to ENGINEER for review:

2.6.1. 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;

2.6.2. a preliminary schedule of Shop Drawing and Sample submittals which list each required

submittal and the times for submitting, reviewing and processing such submittals;

2.6.3. a preliminary schedule of values for all of the Work which will include quantities and prices of items aggregating the Contract Price and will subdivide the Work into component parts in sufficient detail to serve as the basis for progress payments during construction. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

2.7. 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 paragraphs 5.4, 5.6 and 5.7.

### ***Preconstruction Conference:***

2.8. Within twenty 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 paragraph 2.6 procedures for handling Shop Drawings and other submittals, processing Applications for Payment and maintaining required records.

### ***Initially Acceptable Schedules:***

2.9. 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 2.6. 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 the schedules are submitted to and acceptable to ENGINEER as provided below. The progress schedule will be acceptable to ENGINEER as providing an orderly progression of the Work to completion within any specified Milestones and the Contract Times, but such acceptance will neither impose on ENGINEER responsibility for the sequencing, scheduling or progress of the Work nor interfere with or relieve CONTRACTOR from CONTRACTOR's responsibility therefor. CONTRACTOR's schedule of Shop Drawing and Sample submissions will be acceptable to ENGINEER as providing a workable arrangement for reviewing and processing the required submittals. CONTRACTOR's schedule of values will be acceptable to ENGINEER as to form and substance.

## ARTICLE 3- CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE

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### ***Intent:***

3.1. The Contract Documents comprise the entire agreement between OWNER and CONTRACTOR concerning the Work. The Contract Documents are complementary; what is called for by one is as binding as if

called for by all. The Contract Documents will be construed in accordance with the law of the place of the Project.

Any provisions of the Contract Documents related to conditions of payment or performance of the Work by the Contractor may be waived by the Owner. Nothing in these conditions or any other Contract Documents shall be deemed to give any rights or remedies to any person, other than the Contractor or the Owner (or as otherwise may be required by statutory law). There are no intended third party beneficiaries of the Contract Documents

3.2. 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 Work, materials or equipment that may reasonably be inferred from the Contract Document or from prevailing custom or trade usage as being required to produce the intended result will be furnished and performed whether or not specifically called for. When words or phrases which have a well-known technical or construction industry or trade meaning are used to describe Work, materials or equipment, such words or phrases shall be interpreted in accordance with that meaning. Clarifications and interpretations of the Contract Documents shall be issued by ENGINEER as provided in paragraph 9.4.

### **3.3 Reference to Standards and Specifications of Technical Societies; Reporting and Resolving Discrepancies:**

3.3.1. Reference to standards, specifications, manuals or codes of any technical society, organization, or association, or to the Laws or Regulations in effect at the time of opening of Bids (or, on the Effective Date of Agreement if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.

3.3.2. If, during the performance of the Work, CONTRACTOR discovers any conflict, error, ambiguity or discrepancies within the Contract Documents or between the Contract Documents and any provision of any such Law or Regulation applicable to the performance of the Work or of any such standard, specification, manual or code or of any instruction of any Supplier referred to in paragraph 6.5, CONTRACTOR shall report it to the ENGINEER in writing at once, and, CONTRACTOR shall not proceed with the Work affected thereby (except in an emergency as authorized by paragraph 6.23) until an amendment or supplement to the Contract Documents has been issued by one of the methods indicated in paragraph 3.5 or 3.6; 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.

3.3.3. Except as otherwise specifically stated in the Contract Documents or as may be provided by amendment or supplement thereto issued by one of the methods indicated in paragraph 3.5 or 3.6, the provisions of the Contract Documents shall take precedence in resolving any conflict, error, ambiguity or discrepancy between provisions of the Contract Documents and:

3.3.3.1. the provisions of any such standard, specification, manual, code or instruction (whether or not specifically incorporated by reference in the Contract Documents): or

3.3.3.2. the provisions of any such Law or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

No provision of any such standard, specification, manual, code or instruction shall be effective to change the duties and responsibilities of OWNER, CONTRACTOR, or ENGINEER, or any of their subcontractors, consultants, agents, or employees from those set forth in the Contract Documents, nor shall it 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 furnishing or performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of paragraph 9.13 or any other provision of the Contract Documents.

3.4. Whenever in the Contract Documents the terms "as ordered," "as directed," "as required," "as allowed," "as approved," or terms of like effect or import are used, or the adjectives "reasonable," "suitable," "acceptable," "proper" or "satisfactory" or adjectives of like effect or import are used to describe a requirement, direction, review or judgment of ENGINEER as to the Work, it is intended that such requirement, direction, review or judgment 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 furnishing or performance of the Work or any duty or authority to undertake responsibility contrary to the provisions of paragraph 9.13 or any other provision of the Contract Documents.

### **Amending and Supplementary Contract Documents:**

3.5. 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:

3.5.1. a formal Written Amendment.

3.5.2. a Change Order (pursuant to paragraph 10.4), or

3.5.3. a Work Change Directive (pursuant to paragraph 10.1).

3.6. In addition, the requirements of the Contract Documents may be supplemented, and minor variations and deviations in the Work may be authorized, in one or more of the following ways:

3.6.1. a Field Order (pursuant to paragraph 9.5),

3.6.2. ENGINEER's approval of a Shop Drawing or Sample (pursuant to paragraphs 6.26 and 6.27), or

3.6.3. ENGINEER's written interpretation or clarification (pursuant to paragraph 9.4).

### **Reuse of Documents:**

3.7 CONTRACTOR, and any Subcontractor or Supplier or other person or organization 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, and (ii)shall not reuse any of such drawings, Specifications, other documents or copies on extensions of the Project or any other project without the written consent of OWNER and ENGINEER and specific verification or adaptation by ENGINEER.

#### **ARTICLE 4- AVAILABILITY OF LANDS: SUBSURFACE AND PHYSICAL CONDITIONS: REFERENCE POINTS**

##### ***Availability of Lands:***

4.1. OWNER shall furnish, as indicated in the Contract Documents, the lands upon which the Work is to be performed, rights-of-way and easements for access thereto, and such other lands which are designated for the use of CONTRACTOR. Upon reasonable written request, OWNER shall furnish CONTRACTOR with a correct 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 lien against such lands in accordance with applicable Laws and Regulations. OWNER shall identify any encumbrances or restrictions not of general application but specifically related to use of lands so furnished with which CONTRACTOR will have to comply in performing the Work. Easements for permanent structures or permanent changes in existing facilities will be obtained and paid for by OWNER, unless otherwise provided in the Contract of Documents. If CONTRACTOR and OWNER are unable to agree on entitlement to or the amount of extent of any adjustments in the Contract Price or the Contract Times as a result in any delay in OWNER's furnishing these lands, right-of-ways or easements. CONTRACTOR may make a claim therefor as provided in Articles 11 and 12. CONTRACTOR shall provide for all additional lands and access thereto that may be required for temporary additional lands and access thereto that may be required for temporary construction facilities or storage materials and equipment.

##### ***4.2. Subsurface and Physical Conditions***

4.2.1. *Reports and Drawings:* Reference is made to the Supplementary Conditions for identification of:

4.2.1.1. *Subsurface Conditions:* Those reports of explorations and tests of subsurface conditions at or contiguous to the site that have been utilized by ENGINEER in preparing the Contract Documents; and

4.2.1.2. *Physical Conditions:* Those drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site (except Underground Facilities) that have been utilized by ENGINEER in preparing the Contract Documents.

4.2.2. *Limited Reliance by CONTRACTOR Authorized: Technical Data:* 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:

4.2.2.1. the completeness of such reports and drawings for CONTRACTOR's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by CONTRACTOR and safely precautions and programs incident thereto, or

4.2.2.2. other data, interpretations, opinions and information contained in such reports or shown or indicated in such drawings, or

4.2.2.3 any CONTRACTOR interpretation of or conclusion drawn from any "technical data" or any such data, interpretation, opinions or information.

4.2.3. *Notice of Differing Subsurface or Physical Conditions:* If CONTRACTOR believes that any subsurface or physical condition at or contiguous to the site that is uncovered or revealed either:

4.2.3.1. is of such nature as to establish that any "technical data" on which CONTRACTOR is entitled to rely on as provided in paragraphs 4.2.1 and 4.2.2 is materially inaccurate, or

4.2.3.2. is of such a nature as to require a change in the Contract Documents, or

4.2.3.3. differs materially from that shown or indicated in the Contract Documents, or

4.2.3.4. 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 conditions affected thereby or performing any Work in connection therewith (except in an emergency as permitted in paragraph 6.23), notify OWNER and ENGINEER in writing about such condition. CONTRACTOR shall not further disturb such conditions or perform any Work in connection therewith (except as aforesaid) until receipt of written order to do so.

4.24 *ENGINEER's Review:* ENGINEER will promptly review the pertinent conditions, 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.

4.2.5 *Possible Contract Documents Change:* If ENGINEER concludes that a change in the Contract Documents is required as a result of a condition that meets one or more of the categories in paragraph 4.2.3. a Work Change Directive or a Change Order will be issued as provided in Article 10 to reflect and document the consequences of such change.

4.26 *Possible Price and Times Adjustments:* An equitable adjustment in the Contract Price or in the Contract Times, or both, will be allowed to the extent that the existence of such uncovered or revealed condition causes an

increase or decrease in CONTRACTOR's cost of, or time required for performance of, the Work: subject, however, to the following:

4.2.6.1. such conditions must meet any one or more of the categories described in paragraphs 4.2.3.1 through 4.2.3.4, inclusive;

4.2.6.2. a change in the Contract Documents pursuant to paragraph 4.2.5. will not be an automatic authorization of nor a condition precedent to entitlement to any such adjustment;

4.2.6.3. with any 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 9.10 and 11.9; and

4.2.6.4. CONTRACTOR shall not be entitled to any adjustment in the Contract Price or Times if;

4.2.6.4.1. 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 submission of a bid or becoming bound under a negotiated contract; or

4.2.6.4.2. 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 area required by the Bidding Requirements or Contract Documents to be conducted by or for CONTRACTOR prior to CONTRACTOR's making such final commitment; or

4.2.6.4.3. CONTRACTOR failed to give the written notice within the time and as required by paragraph 4.2.3.

If OWNER and CONTRACTOR are unable to agree on entitlement to or as to the amount or length of any such equitable adjustment in the Contract Price or Contract Times, a claim may be made therefor as provided in Articles 11 and 12. However, OWNER, ENGINEER and ENGINEER's Consultant for any such claims, costs, losses or damages sustained by CONTRACTOR on or in connection with any other project or anticipated project.

#### **4.3. Physical Conditions- Underground Facilities:**

4.3.1. *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 or by others. Unless it is otherwise expressly provided in the Supplementary Conditions:

4.3.1.1. OWNER and ENGINEER shall not be responsible for the accuracy or completeness of any such information or data; and

4.3.1.2. The cost of all of the following will be included in the Contract Price and CONTRACTOR

shall have full responsibility for: (i) reviewing and checking all such information and data, (ii) locating all Underground Facilities shown or indicated in the Contract Documents, (iii) coordination of the Work with the owners of such Underground Facilities during construction, and (iv) the safety and protection for all such Underground Facilities as provided in paragraph 6.20 and repairing any damage thereto resulting from the Work.

4.3.2. *Not Shown or Indicated:* If an Underground Facility is uncovered or revealed at or contiguous to the site which was not shown or indicated 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 6.23), 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 of the underground Facility. If ENGINEER concluded that a change in the Contract Documents is required, a Work Change Directive or a Change Order will be issued as provided in Article 10 to reflect and document such consequences. During such time, CONTRACTOR shall be fully responsible for the safety and protection of the Underground Facility as provided in paragraph 6.20. CONTRACTOR shall be allowed an increase in the Contract Price or an extension of the Contract Times, or both, to the extent that they are attributable to the existence of any Underground Facility that was not shown or indicated in the Contract Documents and that CONTRACTOR did not know of or could not reasonably have been expected to be aware of or to have anticipated. If OWNER, ENGINEER and ENGINEER's Consultants shall not be liable to CONTRACTOR for any claims, costs, losses or damages incurred or sustained by CONTRACTOR on or in connection with any other project or anticipated project.

#### **Reference Points:**

4.4 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 shall make no changes or relocations without the prior approval of OWNER. CONTRACTOR shall report to ENGINEER whenever any reference point is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points by professionally qualified personnel.

#### **4.5. Asbestos, PCBs, Petroleum, Hazardous Waste or Radioactive Material:**

4.5.1. OWNER shall be responsible for any Asbestos, PCBs, Petroleum, Hazardous Waste or Radioactive Material 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 and which may present a substantial danger to persons or property exposed thereto in connection with the Work at the site. OWNER shall not be responsible for any such materials brought to the site by CONTRACTOR, Subcontractor, Suppliers or anyone else for whom CONTRACTOR is responsible.



4.5.2. CONTRACTOR shall immediately: (i) stop all Work in connection with such hazardous condition and in any area affected thereby (except in an emergency as required by paragraph 6.23), and (ii) notify OWNER and ENGINEER (and thereafter confirm such in writing). OWNER shall promptly consult with ENGINEER concerning the necessity for OWNER to retain a qualified expert to evaluate such hazardous condition or take a corrective action, if any, CONTRACTOR shall not be required to resume Work in connection with such hazardous condition or in any such affected area until after OWNER has obtained any required permits related thereto and delivered to CONTRACTOR special 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 such special conditions under which such Work may be resumed safely. If OWNER and CONTRACTOR cannot agree as to entitlement to or to the amount or extent of an adjustment, if any, in Contract Price or Contract Times as a result of such Work stoppage or such special conditions under which work is agreed by CONTRACTOR to be resumed, either party may make a claim therefor as provided in Articles 11 and 12.

4.5.3. If after receipt of such special 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 such portion of the Work that is in connection with such hazardous condition or in such affected area to be deleted from the Work. If OWNER and CONTRACTOR cannot agree as to entitlement to or the amount or extent of an adjustment, if any, 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 Articles 11 and 12. OWNER may have such deleted portion of the Work performed by OWNER's own forces or others in accordance with Article 7.

4.5.4. The provisions of paragraph 4.2 and 4.3 are not intended to apply to Asbestos, PCBs, Petroleum, Hazardous Waste or Radioactive Material uncovered or revealed at the site.

## ARTICLE 5- BONDS AND INSURANCE

### Performance, Payment, and Other Bonds:

5.1. 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 of final payment becomes due, except as provided otherwise by Law or Regulations or by the Contract Documents. CONTRACTOR shall also furnish such other Bonds as are required by the Supplementary Conditions. 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 Audit Staff, Bureau of Government Financial Operations, US Treasury Department. All Bonds signed by an agent must be accompanied by a certified copy of such agent's authority to act.

5.2. If the surety on any Bond furnished by CONTRACTOR is declared a 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 5.1, CONTRACTOR shall within ten days thereafter substitute another Bond and surety, both of which must be acceptable to OWNER.

### 5.3. Licensed Sureties and Insurers; Certificates of Insurance:

5.3.1. All Bonds and insurance required by 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 coverages so required. Such surety and insurance companies shall also meet such additional requirements and qualifications as may be provided in the Supplementary Conditions.

5.3.2. 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 with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence requested by CONTRACTOR or any other additional insured) which OWNER is required to purchase and maintain in accordance with paragraph 5.6 and 5.7 hereof.

### CONTRACTOR's Liability Insurance:

5.4. CONTRACTOR shall purchase and maintain such liability and other insurance as is appropriate for the Work being performed and furnished and as will provide protection from claims set forth below which may arise out of or result from CONTRACTOR's performance and furnishing of the Work and CONTRACTOR's other obligations under the Contract Documents, whether it is to be performed or furnished by CONTRACTOR, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform or furnish any of the Work, or by anyone for whose acts any of them liable:

5.4.1. claims under workers' compensation, disability benefits and other similar employee benefit acts;

5.4.2. claims of damages because of bodily injury, occupational sickness or disease, or death of CONTRACTOR's employees;

5.4.3. claims for damages because of bodily injury, sickness or disease, or death of any person other than CONTRACTOR's employees;

5.4.4. claims for damages insured by customary 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;

5.4.5. 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

5.4.6. 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.

The policies of insurance so required by this paragraph 5.4 to be purchased and maintained shall:

5.4.7. with respect to insurance required by paragraphs 5.4.3 through 5.4.6 inclusive, include as additional insureds (subject to any customary exclusion in respect of professional liability) OWNER, ENGINEER, ENGINEER's Consultants and other persons or entities identified in the Supplementary Conditions, all of whom shall be listed as additional insureds, and include coverage for the respective officers and employees of all such additional insureds:

5.4.8. include the specific coverage and be written for not less than the limits of liability provided in the Supplementary Conditions or required by Laws or Regulations, whichever is greater;

5.4.9 include completed operations insurance;

5.4.10. include contractual liability insurance covering CONTRACTOR's indemnity obligations under paragraphs 6.12, 6.16, and 6.31 through 6.33;

5.4.11. 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 5.3.2 will so provide);

5.4.12. 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 13.12; and

5.4.13. 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).

**OWNER's Liability Insurance:**

5.5. In addition to the insurance required to be provided by CONTRACTOR under paragraph 5.4, OWNER may maintain (but is not required to 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.

**Property Insurance:**

5.6. 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:

5.6.1. include the interests of OWNER, CONTRACTOR, Subcontractors, ENGINEERS, ENGINEER's Consultants and other persons or entities identified in the Supplementary Conditions;

5.6.2. be written on a Builder's Risk "all -risk" or open peril or special causes of loss of policy form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, falsework and Work in transit and shall insure against at least the following perils 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 as may be specifically required by the Supplementary Conditions;

5.6.3. include expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects);

5.6.4. cover materials and equipment stored at the site or 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; and

5.6.5. be maintained in effect until final payment is made unless otherwise agreed to in writing by OWNER, CONTRACTOR and ENGINEER with thirty days written notice to each additional insured to whom a certificate of insurance has been issued.

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

5.8. All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained by OWNER in accordance with paragraphs 5.6 and 5.7 will 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 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 5.11.

5.9. OWNER shall not be responsible for purchasing and maintaining any property insurance to protect the interests of CONTRACTOR, Subcontractor 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 amounts will be borne by Contractor, Subcontractor, 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 expense.

5.10. If CONTRACTOR requests in writing that other special insurance be included in the property insurance policies provided under paragraphs 5.6 or 5.7, 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 insurance has been procured by OWNER.

#### **5.11 Waiver of Rights**

5.11.1. OWNER and CONTRACTOR intend that all policies purchased in accordance with paragraphs 5.6 and 5.7 will protect OWNER, CONTRACTOR, Subcontractors, ENGINEER, ENGINEER's Consultants and all other persons or entities identified in the Supplementary Conditions to be listed as insureds or additional insureds in such policies and will provide primary coverage for all losses and damages caused by the perils 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 right of recovery against any of the insureds or additional insureds thereunder. CONTRACTOR waives all rights against OWNER and its commissioners, attorneys, officers, directors, employees and agents for all losses and damages caused by such policies and any other property insurance applicable to the Work; and, in addition, waives all such rights against Subcontractor, ENGINEER, ENGINEER's Consultants and all other persons or entities identified in the Supplementary Conditions to be listed as insureds or additional insureds 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 issued.

5.11.2. In addition, CONTRACTOR agrees and acknowledges that it has waived and does hereby waive any right to recover from OWNER, its employees, agents, commissioners, and attorneys any consequential, incidental, supplemental or any other damages (other than compensation due under the terms of this agreement), including, but not limited to, any damages for loss of profits or interruption of business or any other matter.

#### **Receipt of Application of Insurance Proceeds:**

5.12. Any insured loss under the policies of insurance required by paragraphs 5.6 and 5.7 will be adjusted with OWNER and made payable to OWNER as fiduciary for the insureds, as their interests may appear, subject to the requirements of any applicable mortgage clause and of paragraph 5.13. 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 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.

5.13. 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 fifteen 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 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 proper performance of such duties.

#### **Acceptance of Bonds and Insurance; Option to Replace:**

5.14. If either party (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 ten days after receipt of the certificates (or other evidence requested) required by paragraph 2.7. OWNER and CONTRACTOR shall each provide to the other such additional information in respect of insurance provided as others may reasonably request. If either party 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.

#### **Partial Utilization- Property Insurance:**

5.15. If OWNER finds it necessary to occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work, such use or occupancy may be accomplished in accordance with paragraph 14.10; provided that no such use or occupancy shall commence before the insurers providing the property insurance have acknowledged notice thereof and in writing effected any changes in coverage necessitated thereby. The insurers providing the property insurance shall consent by endorsement on the policy or policies, but the property insurance shall not be canceled or permitted to lapse on account of any such partial use or occupancy.

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

#### **Supervision and Superintendent:**

6.1. 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, sequence

and procedures of construction, but CONTRACTOR shall not be responsible for the negligence of others 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.

6.2. CONTRACTOR shall keep on the Work at all times during its progress a competent resident superintendent, 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 to the superintendent shall be as binding as if given to CONTRACTOR.

***Labor, Materials and Equipment:***

6.3. CONTRACTOR shall provide competent, suitably qualified personnel to survey, lay out and construct the Work as required by the Contract Documents. CONTRACTOR shall at all times maintain good discipline and order at the site. 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 indicated in the Contract Documents, all Work at the site shall be performed during regular working hours and CONTRACTOR will not permit overtime work or performance of Work on Saturday, Sunday or any legal holiday without OWNER's written consent given after prior written notice to ENGINEER.

6.4 Unless otherwise specified in the General Requirements, CONTRACTOR shall furnish and assume full responsibility for all 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 furnishing, performance, testing, start-up and completion of the Work.

6.5. All materials and equipment 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 the OWNER. If required by ENGINEER, CONTRACTOR shall furnish satisfactory evidence (including reports of required tests) as to the kind and quality of materials and equipment. All materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with instructions of the applicable Supplier, except as otherwise provided in the Contract Documents.

***Progress Schedule:***

6.6. CONTRACTOR shall adhere to the progress schedule established in accordance with paragraph 2.9 as it may be adjusted from time to time as provided below:

6.6.1. CONTRACTOR shall submit to ENGINEER for acceptance (to the extent indicated in paragraph 2.9) proposed adjustments in the progress schedule that will not change 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.

6.6.2. Proposed adjustments in the progress schedule that will change the Contract Times (or Milestones) shall be submitted in accordance with the requirements of paragraph 12.1. Such adjustments may only be made by a Change Order or Written Amendment in accordance with Article 12.

***6.7 Substitutes and "Or-Equal" Items:***

6.7.1. 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 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 accepted by ENGINEER under the following circumstances:

6.7.1.1. *"Or-Equal"*: 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 acceptance of proposed substitute items.

6.7.1.2. *Substitute Items*: If in ENGINEER's sole discretion an item of material or equipment proposed by CONTRACTOR does not qualify as an "or-equal" item under subparagraph 6.7.1.1, it will be considered a proposed substitute item. 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. The procedure for review by the ENGINEER will include the following as supplemented in the General Requirements and as ENGINEER may decide its appropriate under the circumstances. Requests for review of proposed substitute items of material or equipment will not be accepted by ENGINEER from anyone other than CONTRACTOR. If CONTRACTOR wishes to furnish or use a substitute item of material or equipment, CONTRACTOR shall first make written application to ENGINEER for acceptance thereof, certifying that the proposed substitute 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 specified. The application will state the extent, if any, to which the evaluation and acceptance of the substitute will prejudice CONTRACTOR's achievement of Substantial Completion on time, whether or not acceptance of the substitute for use in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with the OWNER for work on the Project) to adapt the design to the proposed substitute and whether or not incorporation or use of the substitute in connection with the Work is subject to payment of

any license fee or royalty. All variations of the proposed substitute from that specified will be identified in the application and available maintenance, repair and replacement service will be indicated. The application will also contain an itemized estimate of all costs or credits that will result directly or indirectly from acceptance of such substitute, including costs of redesign and claims of other contractors affected by the resulting change, all of which will be considered by ENGINEER in evaluating the proposed substitute. ENGINEER may require CONTRACTOR to furnish additional data about the proposed substitute.

6.7.1.3. *CONTRACTOR's Expense:* All data to be provided by CONTRACTOR in support of any proposed "or-equal" or substitute items will be CONTRACTOR's expense.

6.7.2. *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 acceptable to 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 6.7.1.2.

6.7.3. *ENGINEER's Evaluation:* ENGINEER will be allowed a reasonable time within which to evaluate each proposal or submittal made pursuant to paragraphs 6.7.1.2. and 6.7.2. ENGINEER will be sole judge of acceptability. No "or-equal" or substitute will be ordered, installed or utilized without ENGINEER's prior written acceptance which will be evidenced by either a Change Order or an approved Shop Drawing. OWNER may require CONTRACTOR to furnish at CONTRACTOR's expense a special performance guarantee or other surety with respect to any "or-equal" or substitutes. ENGINEER will record time required by ENGINEER and ENGINEER's Consultant in evaluating proposed or submitted by CONTRACTOR pursuant to paragraphs 6.7.1.2 and 6.7.2 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 accepts 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 item.

**Concerning Subcontractors, Suppliers, and Others:**

6.8.1. CONTRACTOR shall not employ any Subcontractor, Supplier or other person or organization (including those acceptable to OWNER and ENGINEER as indicated in paragraph 6.8.2), whether initially or as a substitute, against whom OWNER or ENGINEER may have reasonable objection. CONTRACTOR shall not be required to employ any Subcontractor, Supplier or other person or organization to furnish or perform any of the Work against whom CONTRACTOR has reasonable objection.

6.8.2. If the Supplementary Conditions require the identity of certain Subcontractors, Suppliers or other persons or organizations (including those

who are to furnish the principal items of materials or equipment) to be submitted to OWNER in advance of the specified date prior to the Effective Date of Agreement for acceptance by OWNER and ENGINEER, and if CONTRACTOR has submitted a list thereof in accordance with the Supplementary Conditions, OWNER's or ENGINEER'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 person or organization so identified may be revoked on the basis of reasonable objection after due investigation, in which case CONTRACTOR shall submit an acceptable substitute, the Contract Price will be adjusted by the difference in the cost occasioned by such substitution and an appropriate Change Order will be issued or Written Amendment signed. No acceptance by OWNER or ENGINEER of any such Subcontractor, Supplier or other person or organization shall constitute a waiver of any right of OWNER or ENGINEER to reject defective Work.

6.9.1. CONTRACTOR shall be fully responsible to OWNER and ENGINEER for all acts and omissions of the Subcontractors, Suppliers and other persons and organizations performing or furnishing any of the Work under a direct or indirect contract with CONTRACTOR just as CONTRACTOR is responsible for CONTRACTOR's own acts and omissions. Nothing in the Contract Documents shall create for the benefit of any Subcontractor, Supplier or other person or organization any contractual relationship between the OWNER or ENGINEER and any such Subcontractor, Supplier or other person or organization, 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 persons or organization except as may otherwise by Laws and Regulations.

6.9.2. CONTRACTOR shall be solely responsible for scheduling and coordinating the Work of Subcontractors. Suppliers and other persons and organizations performing or furnishing any of the Work under a direct or indirect contract with CONTRACTOR. CONTRACTOR shall require all Subcontractors, Suppliers, and such other persons and organizations performing or furnishing any of the Work to communicate with the ENGINEER through the CONTRACTOR.

6.10. 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.

6.11. 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 5.6

or 5.7, the agreement between the CONTRACTOR and the Subcontractor or Supplier will contain certain provisions whereby the Subcontractor or Supplier waives all rights against the OWNER, CONTRACTOR, ENGINEER, ENGINEER's Consultants and all other additional insureds for all losses and damages caused by, arising out of or resulting from any of the perils covered by such policies and other property insurance applicable to the Work. If the insurers on any such policies require a separate waiver forms to be signed by any Subcontractor or Supplier, CONTRACTOR will obtain the same.

***Patent Fees and Royalties:***

6.12. 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, employees, agents and other consultants of each and any of them from and against all claims, costs, losses and damages arising out of or resulting from any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from incorporation in the Work of any invention, design, process, product or device not specified in the Contract Documents.

***Permits:***

6.13. 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 Bids, or, if there are no Bids, on the Effective Date of the Agreement. CONTRACTOR shall pay all charges of utility owners for connection to the Work, and OWNER shall pay all charges of such utility owners for capital costs related thereto such as plant investment fees.

***Laws and Regulations:***

6.14.1. CONTRACTOR shall give all notices and comply with all the Laws and Regulations applicable to furnishing and 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.

6.14.2. 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 caused by, arising out of or resulting therefrom; 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 3.3.2.

***Taxes:***

6.15. 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.

***Use of Premises:***

6.16. CONTRACTOR shall confine construction equipment, the storage of materials and equipment and the operation of workers to the site and land and areas identified in and permitted by the Contract Documents and other land areas permitted by Laws and Regulations, rights-of-way, permits and easements, and shall not unreasonably encumber the premises 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 any adjacent land or areas, resulting from the performance of the Work. 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. CONTRACTOR shall, to the fullest extent permitted by Laws and Regulations, indemnify and hold harmless OWNER, ENGINEER, ENGINEER's Consultant and anyone directly or indirectly employed by any of them from and against all claims, cost, losses and damages arising out of or resulting from 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.

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

6.18. 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.

**Record Documents:**

6.19 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 (issued pursuant to paragraph 9.4) in good order and annotated to show all 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.

**Safety and Protection:**

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

6.20.1. all persons on the Work site or who may be affected by the Work;

6.20.2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the site; and

6.20.3. 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.

CONTRACTOR shall comply with all applicable Laws and Regulations of any public body having jurisdiction for safety of persons or property or to protect them 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 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 6.20.2 or 6.20.3 caused, directly or indirectly, in whole or in part, by CONTRACTOR, any Subcontractor, Supplier or any other person or organization directly or indirectly employed by any of them to perform or furnish any of the Work 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 of negligence by CONTRACTOR or any Subcontractor, Supplier or other person or organization directly or indirectly employed by 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 14.13 that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).

**Safety Representative:**

6.21. 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.

**Hazard Communication Program:**

6.22. 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.

**Emergencies:**

6.23. In emergencies affecting the safety or protection of persons or the Work or property at the site or adjacent thereto, CONTRACTOR, without special instruction or authorization from OWNER or ENGINEER, 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. If Engineer determines that a change in the Contract Documents is required because of the action taken by CONTRACTOR in response to such emergency, a Work Change Directive or Change Order will be issued to document the consequences of such action.

**6.24 Shop Drawings and Samples:**

6.24.1. CONTRACTOR shall submit Shop Drawings to ENGINEER for review and approval in accordance with the accepted schedule of Shop Drawings and Sample submittals (see paragraph 2.9). 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 materials and equipment CONTRACTOR proposes to provide and enable ENGINEER to review the information for the limited purposes required by paragraph 6.26.

6.24.2. CONTRACTOR shall also submit Samples to ENGINEER for review and approval in accordance with said accepted 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 to enable ENGINEER to review the submittal for limited purposes required by paragraph 6.26. The numbers of each Sample to be submitted will be as specified in the Specifications.

**6.25. Submittal Procedures:**

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

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

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

6.25.1.3. all information relative to CONTRACTOR's sole responsibilities in respect of means, methods, techniques, sequences, and procedures of construction and safety precautions and programs incident thereto.

CONTRACTOR shall also have reviewed and coordinated each Shop Drawing or Sample with other Shop Drawings and Sample and with the requirements of the Work and the Contract Documents.

6.25.2. Each submittal will 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.

6.25.3. At the time of each submission, CONTRACTOR shall give ENGINEER specific written notice of such variations, if any, that the Shop Drawings or Sample submitted may have from the requirements of the Contract Documents, such notice to be in a written communication separate from 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 variation.

6.26. ENGINEER will review and approve Shop Drawings and Samples in accordance with the schedule of Shop Drawings and Sample submittals accepted by ENGINEER as required by paragraph 2.9. 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. 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. 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 and revisions other than the correction called for by ENGINEER on previous submittals.

6.27. 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 submission as required by paragraph 6.25.3 and ENGINEER has given 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 6.25.1.

6.28. Where a Shop Drawing or Sample is required by the Contract Documents or the schedule of Shop Drawings and Sample submissions accepted by ENGINEER as required by paragraph 2.9, any related Work performed prior to ENGINEER's review and approval of the pertinent submittals will be at the sole expense and responsibility of CONTRACTOR.

#### ***Continuing the Work:***

6.29. 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 15.5 or as OWNER and CONTRACTOR may otherwise agree in writing.

#### ***6.30. CONTRACTOR's General Warranty and Guarantee:***

6.30.1. CONTRACTOR warrants and guarantees to OWNER, ENGINEER and ENGINEER's Consultant 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:

6.30.1.1. abuse, modification, or improper maintenance or operation by persons other than CONTRACTOR, Subcontractors or Suppliers; or

6.30.1.2. normal wear and tear under normal usage.

6.30.2. 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 obligations to perform the Work in accordance with the Contract Documents:

6.30.2.1. observations by ENGINEER;

6.30.2.2. recommendations of any progress or final payments by ENGINEER;

6.30.2.3. the issuance of a certificate of Substantial Completion or any payment by OWNER to CONTRACTOR under the Contract Documents;

6.30.2.4. use or occupancy of the Work or any part thereof by OWNER;

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



6.30.2.6. any review and approval of a Shop Drawing or Sample submittal or the issuance of a notice of acceptability by ENGINEER pursuant to paragraph 14.13;

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

6.30.2.8. any correction of *defective* Work by OWNER.

**Indemnification:**

6.31. To the fullest extent permitted by Laws and Regulations, CONTRACTOR shall indemnify and hold harmless OWNER, ENGINEER, ENGINEER's Consultant and the officers, directors, 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) caused by, arising out of or resulting from the performance of the Work, provided that any such claim, cost, loss or damage: (i) 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 (ii) is caused in whole or in part by any negligent act or omission of CONTRACTOR, any Subcontractor, any Supplier, any person or organization directly or indirectly employed by any of them to perform or furnish 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 a person or entity indemnified hereunder or whether liability is imposed upon such indemnified party by Laws and Regulations regardless of negligence of such person or entity.

6.32. In any and all claims against OWNER or ENGINEER or any of their respective consultants, agents, officers, directors or employees by any employee (or the survivor or personal representative of such employee) of CONTRACTOR, any Subcontractor, any Supplier, any person or organization directly or indirectly employed by any of them to perform or furnish any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under paragraph 6.31 shall not be limited in any way by any limitations on the amount or type of damages, compensation or benefits payable by or for CONTRACTOR or any Subcontractor, Supplier or other person or organization under workers' compensation acts, disability benefit acts or other employee benefit acts.

6.33. the indemnification obligations of CONTRACTOR under paragraph 6.31 shall not extend to the liability of ENGINEER and ENGINEER's Consultant, officers, directors, employees or agents caused by the professional negligence, errors or omissions of any of them.

**Survival of Obligations:**

6.34. All representatives, 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 and termination or completion of the Agreement.

**ARTICLE 7- OTHER WORK**

**Related Work at Site:**

7.1. OWNER may perform other work related to the Project at the site by OWNER's own forces, or let other direct contracts therefor which shall contain General Conditions similar to these, or have other work performed by utility owners. If the fact that such other work is to be performed was not noted in the Contract Documents, then: (i) written notice thereof will be given to CONTRACTOR prior to starting any such work, and (ii) CONTRACTOR may make a claim therefor as provided in Articles 11 and 12 if CONTRACTOR believes that such performance will involve additional expense to CONTRACTOR or requires additional time and the parties are unable to agree as to the amount or extent thereof.

7.2. 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 additional 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 connect and 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 make its several parts come together properly and integrate with such other work. CONTRACTOR shall not endanger any work of others by cutting, excavating or otherwise altering their work and 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.

7.3. 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 so to report will constitute an acceptance of such work as fit and proper for integration with CONTRACTOR's Work except for latent or nonapparent defects and deficiencies in such other work.

**Coordination:**

7.4. If OWNER contracts with others for the performance of other work on the Project at the site, the following will be set forth in Supplementary Conditions:

7.4.1. the person, firm or corporation who will have authority and responsibility for coordination of the activities among the various prime contractors will be identified;

7.4.2. the specific matters to be covered by such authority and responsibility will be itemized; and

7.4.3. the extent of such authority and responsibilities will be provided.

Unless otherwise provided in the Supplementary Conditions, OWNER shall have sole authority and responsibility in respect of such coordination.

## ARTICLE 8- OWNER'S RESPONSIBILITIES

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8.1. Except as otherwise provided in these General Conditions, OWNER shall issue all communications to CONTRACTOR through ENGINEER.

8.2. In case of termination of the employment of ENGINEER, OWNER may (in its sole discretion) appoint a successor or substitute engineer, whose status under the Contract Documents shall be that of the former ENGINEER.

8.3. OWNER shall furnish the data required of OWNER under the Contract Documents promptly and shall make payments to CONTRACTOR promptly when they are due as provided in paragraphs 14.4 and 14.13.

8.4. OWNER's duties in respect of providing lands and easements and providing engineering surveys to establish reference points are set forth in paragraphs 4.1 and 4.4. Paragraph 4.2 refers to OWNER's identifying and making available to CONTRACTOR copies of reports of explorations and tests of subsurface conditions at the site and drawings of physical conditions in existing structures at or contiguous to the site that has been utilized by ENGINEER in preparing the Contract Documents.

8.5. 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 furnishing or performance of the Work. OWNER will not be responsible for CONTRACTOR's failure to perform or furnish the Work in accordance with the Contract Documents.

## ARTICLE 9- ENGINEER'S STATUS DURING CONSTRUCTION

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### ***OWNER'S Representative:***

9.1. 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 shall not be extended without the consent of OWNER and ENGINEER.

### ***Visits to Site:***

9.2. 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 will endeavor for the benefit of OWNER to determine, in general, if the Work is proceeding in accordance with the Contract Documents. ENGINEER will not be required to make exhaustive or continuous on-site inspections 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 on-site observations, ENGINEER will keep OWNER informed of the progress of the Work and will endeavor to guard OWNER against *defective* Work. ENGINEER's visits and on-site observations are subject to all the limitations on ENGINEER's authority and responsibility set forth in paragraph 9.13, and particularly, but without limitation, during or as a result of ENGINEER's on-site 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 furnishing or performance of the Work.

### ***Project Representative:***

9.3. If OWNER and ENGINEER agree, ENGINEER will furnish a Resident Project Representative to assist ENGINEER in providing more continuous observation of the Work. The responsibilities and authority and limitations thereon of any such Resident Project Representative and assistants as will be as provided in paragraph 9.13 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 person will be as provided in the Supplementary Conditions.

### ***Classifications and Interpretations:***

9.4. ENGINEER will issue with reasonable promptness such written clarification or interpretations of the requirements of the Contract Documents (in the form of Drawings or otherwise) as ENGINEER may determine necessary, which shall be consistent with the intent of and reasonably inferable from the Contract Documents. Such written clarifications and interpretation will be binding on OWNER and CONTRACTOR. IF OWNER or CONTRACTOR believes a written clarification or interpretation justifies and adjustment in the Contract Price or the Contract Times and the parties are unable to agree to the amount or extent thereof, if any, OWNER or CONTRACTOR may make a written claim therefor as provided in Article 11 or Article 12.

### ***Authorized Variations in Work:***

9.5. 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 the OWNER and also on CONTRACTOR who shall perform the Work involved promptly. If OWNER or CONTRACTOR believes that a Field Order justifies an adjustment in the Contract Price or the Contract Times and the parties are

unable to agree as to the amount or extent thereof, OWNER or CONTRACTOR may make a written claim therefor as provided in Article 11 or 12.

***Rejecting Defective Work:***

9.6. 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 13.9, whether or not the Work is fabricated, installed or completed.

***Shop Drawings, Change Orders and Payments:***

9.7. In connection with ENGINEER's authority as to Shop Drawings and Samples, see paragraphs 6.24 through 6.28 inclusive.

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

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

***Determination of Unit Price:***

9.10. 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). 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 upon OWNER and CONTRACTOR, or unless, within ten days after the date of any such decision, either OWNER or CONTRACTOR delivers to other and to ENGINEER written notice of intention to appeal from ENGINEER's decision and: (i) an appeal from ENGINEER's decision is taken within the time limits and in accordance with the procedures set forth in Exhibit GC-A, "Dispute Resolution Agreement," entered into between OWNER and CONTRACTOR pursuant to Article 16, or (ii) if no such Dispute Resolution Agreement has been entered into, a formal proceeding is instituted by the appealing party in a forum of competent jurisdiction to exercise such rights or remedies as the appealing party may have with respect to ENGINEER's decision, unless otherwise agreed in writing by OWNER and CONTRACTOR. Such appeal will not be subject to the procedures of paragraph 9.11.

***Decision of Disputes:***

9.11. 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 or the interpretation of the requirements of the Contract Documents pertaining to the performance and furnishing of the Work and Claims under Articles 11 and 12 in respect of changes in the Contract Price or Contract

Times will be referred initially to ENGINEER in writing with a request for a formal decision in accordance with this paragraph. Written notice of each such claim, dispute or other matter will be delivered by the claimant to ENGINEER and the other party to the Agreement promptly (but in no event later than thirty days) after the start of the occurrence or event giving rise thereto, and written supporting data will be submitted to ENGINEER and the other party within sixty days after the start of such occurrence or event unless ENGINEER allows an additional period of time for the submission of additional or more accurate data in support of such claim, dispute or other matter. The opposing party shall submit any response to ENGINEER and the claimant within thirty days after the receipt of the claimant's last submittal (unless ENGINEER allows additional time). ENGINEER will render a formal decision in writing within thirty days after the receipt of the opposing party's submittal, if any, in accordance with this paragraph. ENGINEER's written decision on such claim, dispute, or other matter will be final and binding upon OWNER and CONTRACTOR unless: (i) an appeal from ENGINEER's decision is taken within the time limits and in accordance with the procedures set forth in EXHIBIT GC-A, "Dispute Resolution Agreement," entered into between OWNER and CONTRACTOR pursuant to Article 16, or (ii) if no such Dispute Resolution Agreement has been entered into, a written notice of intention to appeal from ENGINEER's written decision is delivered by OWNER or CONTRACTOR to the other and to ENGINEER within thirty days after the date of such decision and formal proceeding is instituted by the appealing party in a forum of competent jurisdiction to exercise such rights or remedies as the appealing party may have with respect to such claim, dispute or other matter in accordance with applicable Laws and Regulations within sixty days of the date of such decision, unless otherwise agreed in writing by OWNER and CONTRACTOR.

9.12. When functioning as interpreter and judge under paragraphs 9.10 and 9.11, 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 paragraphs 9.10 or 9.11 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 14.16) 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 such claim, dispute or other matter pursuant to Article 16.

***9.13. Limitations on ENGINEER's Authority and Responsibilities:***

9.13.1. 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 undertaking, exercise or performance of any authority or responsibility by ENGINEER shall create, impose or give rise to any duty owed by ENGINEER to CONTRACTOR, any Subcontractor, any Supplier, any other person or organization, or to any surety for or employee or agent of any of them.

9.13.2. 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 furnishing or performance of the Work. ENGINEER will not be responsible for CONTRACTOR's failure to perform or furnish the Work in accordance with the Contract Documents.

9.13.3. ENGINEER will not be responsible for the acts or omissions of CONTRACTOR or any Subcontractor, any Supplier, or of any other person or organization performing or furnishing any of the Work.

9.13.4. ENGINEER's review of the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, bonds and certificates of inspection, tests and approvals and Other documentation required to be delivered by paragraph 14.12 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.

9.13.5. The limitations upon authority and responsibility set forth in this paragraph 9.13 shall also apply to ENGINEER's Consultants, Resident Project Representative and assistants.

## ARTICLE 10- CHANGES IN THE WORK

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10.1. 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. Such additions, deletions or revisions will be authorized by a Written Amendment, a Change Order, or a Work Change Directive. Upon receipt of any such document, CONTRACTOR shall promptly proceed with the Work involved which will be performed under the applicable conditions of the Contract Documents (except as otherwise specifically provided).

10.2. If OWNER and CONTRACTOR are unable to agree as to the extent, if any, of an adjustment in the Contract Price or an adjustment of the Contract Times that should be allowed as a result of a Work Change Directive, a claim may be made therefor as provided in Article 11 or Article 12.

10.3. 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 and supplemented as provided in paragraphs 3.5 and 3.6 except in the case of an emergency as provided in paragraph 6.23 or in the case of uncovering Work as provided in paragraph 13.9.

10.4. OWNER and CONTRACTOR shall execute appropriate Change Orders recommended by ENGINEER (or Written Amendments) covering:

10.4.1. changes in the Work which are (i) ordered by OWNER pursuant to paragraph 10.1,

(ii) required because of acceptance of *defective* Work under paragraph 13.13 or correcting *defective* Work under paragraph 13.14, or (iii) agreed to by parties;

10.4.2. changes in the Contract Price or Contract Times which are agreed to by the parties; and

10.4.3. changes in the Contract Price or Contract Times which embody the substance of any written decision rendered by written decision rendered by ENGINEER pursuant to paragraph 9.11;

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 6.29.

10.5. If notice of any change affecting the general scope of the Work or 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, and the amount of each applicable Bond will be adjusted accordingly.

10.6. Notwithstanding anything to the contrary in this Article or elsewhere in the Contract or Contract Documents, no Change Order or other modification of the Contract shall be binding upon the Owner unless approved by the Owner's Board of Commissioners in an open public meeting, which approval may be granted or withheld by the Board in the sole discretion of the Board, for any reason.

## ARTICLE 11- CHANGE OF CONTRACT PRICE

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

11.2. 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 delivered by the party making the claim to the other party and to ENGINEER promptly (but in no event later than thirty days) after the start of the occurrence or event giving rise to the claim and stating the general nature of the claim. Notice of the amount of the claim with the supporting data shall be delivered within sixty days after the start of such occurrence or event (unless ENGINEER allows additional time for the claimant to submit additional or more accurate data in support of the claim) and shall be accompanied by claimants and written statement that the adjustment claimed covers all

known amounts to which the claimant is entitled as a result of said occurrence or event. All claims for adjustment in the Contract Price shall be determined by ENGINEER in accordance with paragraph 9.11 if OWNER and CONTRACTOR cannot otherwise agree on the amount involved. No claim for an adjustment in the Contract Price will be valid if not submitted in accordance with this paragraph 11.2.

11.3. The value of any Work by a Change Order or any claim for an adjustment in the Contract Price will be determined as follows:

11.3.1. 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 paragraphs 11.9.1 through 11.9.3. inclusive);

11.3.2. 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 11.6.2.);

11.3.3. where the Work is involved is not covered by unit prices contained in the Contract Documents and agreement to a lump sum is not reached under paragraph 11.3.2, on the basis of the Cost of the Work (determined as provided in paragraphs 11.4 and 11.5) plus a CONTRACTOR's fee for overhead and profit (determined as provided in paragraph 11.6).

**Cost of the Work:**

11.4 The term Cost of Work means the sums of all costs necessarily incurred and paid by CONTRACTOR in the proper performance of the Work. 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 those following items and shall not include any of the costs itemized in paragraph 11.5:

11.4.1. 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 limitations superintendents, foremen and other personnel employees 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, exercise and payroll taxes, worker's compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. The expenses of performing Work after regular working hours, on Saturday, Sunday or legal holidays, shall be included in the above to the extent authorized by OWNER.

11.4.2. 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 returns from sale of surplus materials and equipment shall accrue to OWNER, and CONTRACTOR shall make provisions so that they may be obtained.

11.4.3. Payments made by CONTRACTOR to the Subcontractors for the Work performed or furnished 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 advise of ENGINEER, which bids, if any, will be accepted. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work Plus a fee, the Subcontract's Cost of the Work and the fee shall be determined in the same manner as CONTRACTOR's Cost of the Work and fee as provided in paragraphs 11.4, 11.5, 11.6 and 11.7. All subcontracts shall be subject to the other provisions of the Contract Documents insofar as applicable.

11.4.4. 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.

11.4.5. Supplemental costs including the following:

11.4.5.1. The proportion of necessary transportation, travel and subsistence expenses of CONTRACTOR's employees incurred in discharge of duties connected with the Work.

11.4.5.2. 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.

11.4.5.3. 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, installation, dismantling and removal thereof- all in accordance with the

terms of said rental agreement. The rental of any such equipment, machinery or parts shall cease when the use thereof is no longer necessary for the Work.

11.4.5.4. Sales, consumer, use or similar taxes related to the Work, and for which CONTRACTOR is liable, imposed by Laws and Regulations.

11.4.5.5. 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.

11.4.5.6. 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 and furnishing of the Work (except losses and damages within the deductible amounts of property insurance established by OWNER in accordance with paragraph 5.9), provided they 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 are liable. Such losses shall include settlement 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. If, however, any such loss or damage requires reconstruction and CONTRACTOR is placed in charge thereof, CONTRACTOR shall be paid for services a fee proportionate to that stated in paragraph 11.6.2.

11.4.5.7. the cost of utilities, fuel and sanitary facilities at the site.

11.4.5.8. 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.

11.4.5.9. Cost of premiums for additional Bonds and insurance required because of changes in the Work.

11.5. The term Cost of Work shall not include any of the following:

11.5.1. Payroll costs and other compensations of CONTRACTOR's officers, executives, principals (of partnership 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 a branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in paragraph 11.4.1 or specifically covered by paragraph 11.4.4- all of which are to be considered administrative cost covered by the CONTRACTOR's fee.

11.5.2. Expenses of CONTRACTOR's principal and branch offices other than CONTRACTOR's office at the site.

11.5.3. Any part of CONTRACTOR's capital expenses, including interest on CONTRACTOR's capital employed for the Work and charges against CONTRACTOR for delinquency.

11.5.4. Cost of premiums for all Bonds and for all insurance or not CONTRACTOR is required by the Contract Documents to purchase and maintain the same (except for the cost of premium covered by subparagraph 11.4.5.9. above).

11.5.5. 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 are 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.

Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in paragraph 11.4.

11.6 The CONTRACTOR's fee allowed to CONTRACTOR for overhead and profit shall be determined as follows:

11.6.1. a mutually accepted fixed fee; or

11.6.2. if a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of Work;

11.6.2.1. for costs incurred under paragraphs 11.4.1 and 11.4.2, the CONTRACTOR's fee shall be fifteen percent;

11.6.2.2. for costs incurred under paragraph 11.4.3, the CONTRACTOR's fee shall be five percent;

11.6.2.3. where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of paragraphs 11.4.1, 11.4.2, 11.4.3 and 11.6.2. is that the Subcontractor who

actually performs or furnishes the Work, at whatever tier, will be paid a fee of fifteen percent of the costs incurred by such Subcontractor under paragraph 11.4.1 and 11.4.2 and that any higher tier Subcontractor and CONTRACTOR will be paid a fee of five percent of the amount paid to the next lower tier Subcontractor.

11.6.2.4. no fee shall be payable on the basis of costs itemized under paragraphs 11.4.4, 11.4.5 and 11.5;

11.6.2.5. 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

11.6.2.6. 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 paragraph 11.6.2.1. through 11.6.2.5, inclusive.

11.7. Whenever the cost of any Work is to be determined pursuant to paragraphs 11.4 and 11.5, CONTRACTOR will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in form acceptable to ENGINEER an itemized cost breakdown together with supporting data.

**Cash Allowances:**

11.8 It is understood that CONTRACTOR has included in the Contract Price all allowance so named in the Contract Documents and shall cause the Work so covered to be furnished and performed for such sums as may be acceptable to OWNER and ENGINEER. CONTRACTOR agrees that:

11.8.1. the allowance include the cost to CONTRACTOR (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the site, and all applicable taxes; and

11.8.2. 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.

Prior to final payment, an appropriate Change Order will be issued as recommended by 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.

**11.9 Unit Price Work:**

11.9.1. 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 established 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. Determination of the actual quantities and classifications of Unit Price Work performed by CONTRACTOR will be made by ENGINEER in accordance with paragraph 9.10.

11.9.2. 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.

11.9.3. OWNER or CONTRACTOR may make a claim for an adjustment in the Contract Price in accordance with Article 11 if:

11.9.3.1. the quantity of any item of Unit Price Work performed by CONTRACTOR differs materially and significantly from the estimated quantity of such item indicated in the Agreement; and

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

11.9.3.3. if CONTRACTOR believes that CONTRACTOR is entitled to an increase in Contract Price as a result of having incurred additional expense or OWNER is entitled to a decrease in Contract Price and the parties are unable to agree as to the amount of any increase or decrease.

**ARTICLE 12- CHANGE OF CONTRACT TIMES**

12.1. The Contract Times (or Milestones) may only be changed by a Change Order or a Written Amendment. Any claim for an adjustment of the Contract Times (or Milestones) shall be based on written notice delivered by the party making the claim to the other party and to ENGINEER promptly (but in no event later than thirty days) after the occurrence of the event giving rise to the claim and stating the general nature of the claim. Notice of the extent of the claim with supporting data shall be delivered within sixty days after such occurrence (unless ENGINEER allows an additional period of time to ascertain more accurate data in support of the claim) and shall be accompanied by the claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant has reason to believe it is entitled as a result of the occurrence of said event. All claims for adjustment in the Contract Times (or Milestones) shall be determined by ENGINEER in accordance with paragraph 9.11 if OWNER and CONTRACTOR cannot otherwise agree. No claim for an adjustment in the Contract Times (or Milestones) will be valid if not submitted in accordance with the requirements of this paragraph 12.1.

12.2. All time limits stated in the Contract Documents are the essence of the Agreement.

12.3. 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 12.1. 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. Delays attributable to and within the control of a Subcontractor or Supplier shall be deemed to be delays within the control of CONTRACTOR.

12.4. 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. In no event shall OWNER be liable to CONTRACTOR, any Subcontractor, any Supplier, 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 (i) delays caused by or within the control of CONTRACTOR, or (ii) delays beyond the control of both parties including but not limited to fires, floods, epidemics, abnormal weather conditions, acts of God or acts or neglect by utility owners or other contractors performing other work as contemplated by Article 7.

### **ARTICLE 13- TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK**

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13.1. *Notice of Defects:* Prompt notice of all *defective* Work of which OWNER, or ENGINEER have actual knowledge will be given to CONTRACTOR. All *defective* Work may be rejected, corrected or accepted as provided in this Article 13.

#### ***Access to Work:***

13.2. OWNER, ENGINEER, ENGINEER's Consultant, other representatives and personnel of OWNER, independent testing laboratories and governmental agencies with jurisdictional interests will have access to 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.

#### ***Tests and Inspection:***

13.3. 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.

13.4. 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:

13.4.1. for inspections, tests or approvals covered by paragraph 13.4.5 below;

13.4.2. that costs incurred in connection with tests or inspections conducted pursuant to paragraph 13.9 below shall be paid as provided in said paragraph 13.9; and

13.4.3. as otherwise specifically provided in the Contract Documents.

13.5. 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. Contractor shall also 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 of materials, mix designs, or equipment submitted for approval prior to CONTRACTOR's purchase thereof for incorporation in the Work.

13.6. 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.

13.7. Uncovering Work as provided in paragraph 13.6 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.

#### ***Uncovering Work:***

13.8. 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 the CONTRACTOR's expense.

13.9. 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 caused by, arising out of or resulting from such uncovering, exposure, observation, inspection and testing and of satisfactory replacement or reconstruction (including but not limited to all cost of repair or replacement of work of others); and OWNER shall be entitled to an appropriate decrease in the Contract Price, and, if the parties are unable to agree as to the amount thereof, may make a claim therefor as provided in Article



11. If, however, such Work is not found to be *defective*, CONTRACTOR shall be allowed an increase in the Contract Price or an extension of the Contract Times (or Milestones), or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement and reconstruction; and, if the parties are unable to agree as to the amount or extent thereof, CONTRACTOR may make a claim therefor as provided in Articles 11 and 12.

***OWNER May Stop the Work:***

13.10. If the Work is *defective*, or CONTRACTOR fails to supply sufficient skilled workers or suitable materials or equipment, or fails to furnish or perform the Work in such a way that the completed Work will conform to the Contract Documents, OWNER may order CONTRACTOR to stop 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 or any surety or party.

***Correction or Removal of Defective Work:***

13.11. If required by ENGINEER, CONTRACTOR shall promptly, as directed, either correct all *defective* Work, whether or not fabricated, installed or completed, or, if the Work has been rejected by ENGINEER, remove it from the site and replace it with Work that is not *defective*. CONTRACTOR shall pay all claims, costs, losses and damages caused by or resulting from such correction or removal (including but not limited to all costs of repair or replacement of work of others).

***Acceptance of Defective Work:***

13.12. If, instead of requiring correction or removal and replacement of *defective* Work, OWNER (and, prior to ENGINEER's recommendation of final payment, also ENGINEER) prefers to accept it. OWNER may do so. CONTRACTOR shall pay all claims, costs, losses or damages attributable to OWNER's evaluation of and determination to accept such *defective* Work (such costs to be approved by ENGINEER as to reasonableness). 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, and, if the parties are unable to agree as to the amount thereof. OWNER may make a claim therefor as provided in Article 11. If the acceptance occurs after such a recommendation, an appropriate amount will be paid by CONTRACTOR to OWNER.

***OWNER May Correct Defective Work:***

13.13. 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 13.11, or if CONTRACTOR fails to perform the Work in accordance with the Contract Documents, or if CONTRACTOR fails to comply with any other provision of the Contract Documents, OWNER may, after seven days' written notice to CONTRACTOR, correct and remedy any such deficiency. 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 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. All claims, costs, losses and damages incurred or sustained by OWNER in exercising such rights and remedies 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, and, if the parties are unable to agree as to the amount thereof, OWNER may make a claim therefor as provided in Article 11. 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. 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 hereunder.

## **ARTICLE 14- PAYMENTS TO CONTRACTOR AND COMPLETION**

***Schedule of Values:***

14.1. The schedule of values established as provided in paragraph 2.9 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.

***Application for Progress Payment:***

14.2. At least twenty days before the date established for each progress payment (but no 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 date of the Application and accompanied by 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 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 and other arrangements to protect OWNER's interest therein, all of which will be satisfactory to OWNER. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.

**CONTRACTOR's Warranty of Title:**

14.3. 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.

**Review of Applications for Progress Payment:**

14.4. ENGINEER will, within ten days after the receipt of each Application, 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. Ten days after presentation of Application for Payment to OWNER with ENGINEER's recommendation, the amount recommended will (subject to the provisions of the last sentence of paragraph 14.7) become due and when due will be paid by OWNER to CONTRACTOR.

14.5. ENGINEER's recommendation of any payment requested in an Application for Payment will constitute a representation by ENGINEER to OWNER, based on ENGINEER's on-site observations of the executed Work as an experienced and qualified professional and an 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:

14.5.1. the Work has progressed to the point indicated,

14.5.2. 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 9.10, and to any other qualifications stated in the recommendation), and

14.5.3. 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.

However, by recommending any such payment ENGINEER will not thereby be deemed to have represented that: (i) exhaustive or continuous on-site inspections have been made to check the quality or the quantity 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 from CONTRACTOR.

14.6. ENGINEER's recommendation of any payment, including final payment, shall not mean that ENGINEER is 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 furnishing or performance of Work, or for any failure of CONTRACTOR to perform or furnish Work in accordance with the Contract Documents.

14.7. 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 14.5. ENGINEER may also refuse to recommend any such payment, or, because of subsequently discovered evidence or the results of subsequent inspections or tests, nullify any such payment previously recommended, to such extent as may be necessary in ENGINEER's opinion to protect OWNER from loss because:

14.7.1. the Work is *defective*, or completed Work has been damaged requiring correction or replacement,

14.7.2. the Contract Price has been reduced by Written Amendment or Change Order,

14.7.3. OWNER has been required to correct *defective* Work or complete Work in accordance with paragraph 13.14, or

14.7.4. ENGINEER has actual knowledge of the occurrence of any of the events enumerated in paragraphs 15.2.1 through 15.2.4 inclusive.

OWNER may refuse to make payment of the full amount recommended by ENGINEER because:

14.7.5. claims have been made against OWNER on account of CONTRACTOR's performance or furnishing of the Work,

14.7.6. 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 Liens,

14.7.7. there are other items entitling OWNER to a set-off against the amount recommended, or

14.7.8. OWNER has actual knowledge of the occurrence of any of the events enumerated in paragraphs 14.7.1 through 14.7.3 or paragraphs 15.2.1 through 15.2.4 inclusive;

but OWNER must give CONTRACTOR immediate written notice (with a copy to ENGINEER) stating the reasons for such action and 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.

**Substantial Completion:**

14.8. 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. In general, substantial completion shall be considered the point at which ALL items of work have been completed

lacking only the drafting of a final punch list of corrective work items discovered during the Substantial Completion inspection. Punch list items of work may include items that have previously received 100% payment but deficiencies, damage or erosion has occurred. Such items shall be corrected prior to final acceptance. Within a reasonable time 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 therefore. 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 objections 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 fourteen days after submission of the tentative certificate to OWNER notify CONTRACTOR in writing, stating the reasons therefore. If, after consideration of OWNER's objections, ENGINEER considers the Work substantially complete, ENGINEER will within said fourteen 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, 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.

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

**Partial Utilization:**

14.10. Use by OWNER at OWNER's option of any substantially completed part of the Work which: (i) has specifically been identified in the Contract Documents, or (ii) 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 Work subject to the following:

14.10.1. 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 therefore. If ENGINEER considers that part of the Work to be substantially complete, the provisions of paragraphs 14.8 and 14.9 will apply with respect to certification of Substantial Completion of that part of the Work and division of responsibility in respect thereof and access thereto.

14.10.2. No occupancy or separate operation of part of the Work will be accomplished prior to compliance with requirements of paragraph 5.15 in respect of property insurance.

**Final Inspection:**

14.11. Upon written notice from CONTRACTOR that the entire Work or agreed upon portion thereof is complete, ENGINEER will 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.

**Final Application for Payment:**

14.12. After CONTRACTOR has completed all such corrections to the satisfaction of ENGINEER and delivered in accordance with the Contract Documents all maintenance and operating instructions, schedules, guarantees, Bonds, certificates or other evidence of insurance required by paragraph 5.4, certificates of inspection, marked-up record documents (as provided in paragraph 6.19) and other documents, CONTRACTOR may make application for final payment following the procedure for progress payments. 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 5.4.13, (ii) consent of surety, if any, to final payment, and (iii) complete and legally effective releases or waivers (satisfactory to OWNER) of all Liens arising out of or filed in connection with the Work. In lieu of such releases or waivers of Liens 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, materials 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, 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.

***Final Payment and Acceptance:***

14.13 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 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 14.15. Otherwise, ENGINEER will return the Application 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. Thirty days after the presentation to OWNER of the Application and accompanying documentation, in appropriate form and substance and with ENGINEER's recommendation and notice of acceptability, the amount recommended by ENGINEER will become due and be paid by OWNER to CONTRACTOR.

14.14. 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 of Payment and recommendation of ENGINEER, and without terminating the Agreement, make payment based on the balance due for that portion of the Work fully completed and accepted. If the remaining balance to be held by OWNER for 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 5.1, 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.

***Waiver of Claims:***

14.15. The making and acceptance of final payment will constitute:

14.15.1. a waiver of all the claims by OWNER against CONTRACTOR, except claims arising from unsettled Liens, from *defective* Work appearing after final inspection pursuant to paragraph 14.11, 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

14.15.2. a waiver of all claims by CONTRACTOR against the OWNER other than those previously made in writing and still unsettled.

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

***OWNER May Suspend Work:***

15.1. At any time and without cause, OWNER may suspend the Work or any portion thereof for a period of not more than ninety 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 an approved claim therefor as provided in Articles 11 and 12.

***OWNER May Terminate:***

15.2. Upon the occurrence of any one or more of the following events:

15.2.1. if CONTRACTOR persistently fails to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the progress schedule established under paragraph 2.9 as adjusted from time to time pursuant to paragraph 6.6);

15.2.2. if CONTRACTOR disregards Laws or Regulations of any public body having jurisdiction;

15.2.3. if Contractor disregards the authority ENGINEER; or

15.2.4. if CONTRACTOR otherwise violates in any substantial way any provisions of the Contract Documents;

OWNER may, after giving CONTRACTOR (and the surety, if any) seven days' written notice and to the extent permitted by Laws and Regulations, 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 the 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 sustained by OWNER arising out of or resulting from 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 approved by ENGINEER incorporated in a Change Order, provided that when exercising any rights or remedies under this paragraph OWNER shall not be required to obtain the lowest price for the Work performed.

15.3. 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.

15.4. Upon seven days' written notice to CONTRACTOR and ENGINEER, OWNER may without cause and without prejudice to any right or remedy of OWNER, elect to terminate the Agreement. In such case, the CONTRACTOR shall be paid (without duplication of any items):

15.4.1. 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;

15.4.2. 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 of overhead and profit on such expenses;

15.4.3. for all claims, costs, losses and damages incurred in settlement of terminated contracts with Subcontractors, Suppliers and others; and

15.4.4. for reasonable expenses directly attributable to termination.

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.

**CONTRACTOR May Stop Work or Terminate:**

15.5. If, through no act or fault of CONTRACTOR, the Work is suspended for a period of more than ninety days by OWNER or under an order of court or other public authority, or ENGINEER fails to act on any Application for payment within thirty 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 Agreement and recover from OWNER payment on the same terms as provided in paragraph 15.4. In lieu of terminating the Agreement and without prejudice to any other right or remedy, if ENGINEER has failed to act on an Application for Payment within thirty days after it is submitted, or OWNER has failed for thirty days to pay CONTRACTOR any sum finally determined to be due, CONTRACTOR may upon seven days' written notice to OWNER and ENGINEER stop the Work until payment of all such amounts due CONTRACTOR,

including interest thereon. The provisions of this paragraph 15.5. are not intended to preclude CONTRACTOR from making claim under Articles 11 and 12 for an increase in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to CONTRACTOR's stopping Work as permitted by this paragraph.

**ARTICLE 16- [INTENTIONALLY OMITTED]**

**ARTICLE 17- MISCELLANEOUS**

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***Giving Notice:***

17.1 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.

***Computation of Times:***

17.2.1. 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 falls on a Saturday or Sunday or on a day made a legal holiday by the law of applicable jurisdiction, such day will be omitted from the computation.

17.2.2. A calendar day of twenty-four hours measured from midnight to the next midnight will constitute a day.

***Notice of Claim:***

17.3. Should OWNER or CONTRACTOR suffer injury or damage to person or property because of any error, omission or act of the other party or for any of the other party's employees or agents or others for whose acts the other party is legally liable, claim will be made in writing to the other party within a reasonable time of the first observation of such injury or damage. The provisions of this paragraph 17.3 shall not be construed as a substitute for or a waiver of the provisions of any applicable statute of limitations or repose.

***Cumulative Remedies:***

17.4. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto, and, in particular but without limitation, the warranties, guarantees and obligations imposed upon CONTRACTOR by paragraphs 6.12, 6.16, 6.30, 6.31, 6.32, 13.1, 13.12, 13.14, 14.3 and 15.2 and all of the rights and remedies available to OWNER and ENGINEER thereunder, are in addition to, and are not construed in any way as a limitation of, any rights and remedies available to any and 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.

***Professional Fees and Court Costs Included:***

17.5. Whenever reference is made to "claims, costs, losses and damages," it shall include in each case, but not be limited to, all fees and charges of engineers, architects, attorneys and other professionals and all court or arbitration or other dispute resolution costs.

## **SUPPLEMENTAL GENERAL CONDITIONS**

The Supplemental General Conditions contained in this Section are intended to cooperate with, to supplement, or to modify the General Conditions and other Specification and in case of disagreement, the intent of the supplemental General Conditions shall govern.

1. Special Hazards
2. Public Liability and Property Damage Insurance
3. Photographs of Project
4. Builder's Risk Insurance
5. Construction Office
6. Sanitation
7. Ordinances, Regulations, Standards, and Codes
8. Connecting to Work of Others
9. Cleaning Up
10. Hours of Work
11. Testing
12. Safety and Protection
13. Water
14. Electricity
15. Permits & Licenses
16. Lines and Grades
17. Salvage
18. Disruption of Utilities
19. Underground Obstructions
20. Labor Provisions
21. Use of Premises
22. Access to Property
23. Drawings
24. Contractor Services

### **1. SPECIAL HAZARDS**

The Contractor's and his Subcontractor's Public Liability and Property Damage Insurance shall provide adequate protection against the following special hazards:

No known special hazards.

### **2. CONTRACTOR'S AND SUBCONTRACTOR'S PUBLIC LIABILITY, VEHICLE LIABILITY, AND PROPERTY DAMAGE INSURANCE**

As required in the General Conditions, the Contractor's Public Liability Insurance and Vehicle Liability Insurance shall be in an amount not less than \$1,000,000 for injuries, including accidental death, to any one person, and subject to the same limit for each person, in an amount not less than \$1,000,000 on account of one accident, and Contractor's Property Damage Insurance in an amount not less than \$1,000,000. In addition, where project requires work within railroad right-of-way, contractor shall secure and maintain insurance in the amounts and types required by the railroad. In general, railroad companies require General Liability limits of \$3,000,000 with public liability and property damage liability of \$3,000,000 per occurrence. The railroad company shall be included as an additional insured.

The Contractor shall either: (1) require each of his subcontractors to procure and to maintain during the life of his subcontract: Subcontractor's Public Liability and Property Damage of the type and in the same amounts as specified in the preceding paragraph, (2) insure the activities of his subcontractors in his own policy.

### **3. PHOTOGRAPHS OF PROJECT**

As provided in paragraph 49 of the General Conditions, the Contractor will furnish photographs the number, type

00710-1 Supplemental General Conditions

and stage as enumerated below:

No Photographs Required

**4. BUILDER'S RISK INSURANCE**

The Contractor will maintain Builder's Risk Insurance (fire and extended coverage) on a 100 percent completed value basis on the insurable portions of the project for the benefit of the Owner, the contractor, and all subcontractors, as their interests may appear.

**5. CONSTRUCTION OFFICE**

No construction office is required by this Contract, except as required in the Bid Proposal. If the Contractor wishes the use of office facilities, however, he/she shall provide his/her own as none will be made available by the Owner.

**6. SANITATION**

Sanitary conveniences for the use of persons employed on the work shall be erected and maintained free from nuisance by the Contractor in a manner and at locations satisfactory to the Owner and their use shall be strictly enforced. Upon completion of the work, they shall be removed, leaving the premises clean.

**7. ORDINANCES, REGULATIONS, STANDARDS, AND CODES**

A. The work shall conform with all State and local ordinances or regulations governing the installation of such improvements. If work as laid out, indicated, or specified is contrary to or conflicts with State and local ordinances or regulations, the Contractor shall report the same to the Engineer before submitting his/her bid. The Engineer will then issue instruction as to procedure.

B. If the Contractor fails to notify the Engineer of conflicts or omissions as noted above, all changes required to comply with the ordinances and regulations shall be made without additional expense to the Owner.

**8. CONNECTING TO WORK OF OTHERS**

Before starting his/her work and from time to time as his/her work progresses, the Contractor and each subcontractor shall examine the work and materials installed by others insofar as they apply to his/her own work and shall notify the Engineer immediately in writing if any conditions exist which will prevent satisfactory results in the installation of the system. Should the Contractor or Subcontractor start his/her work without such notification it shall be construed as an acceptance by him/her of all claims or questions as to the suitability of the work of others to receive his/her work. He/she shall remove and/or replace, at this/her own expense, all work under this Contract which may have to be removed on account of such defects.

**9. CLEANING UP**

A. The contractor shall at all times keep the premises free from accumulations of waste material or rubbish caused by his/her employees or work, and at the completion of the work he/she shall remove all his/her rubbish from and about the work area and all surplus materials and shall leave his/her work "broom clean", "rake clean", or its equivalent, unless more exactly specified. In case of dispute, the Owner may remove the rubbish and charge the cost to the Contractor as the Engineer shall determine to be just.

B. On-site burning of waste material will not be permitted.

C. All damage to existing areas shall be restored as the Engineer directs. Payments may be withheld until such work is accomplished.

**10. HOURS OF WORK**

A. The Contractor shall submit to the Engineer for approval his/her proposed working hours.

B. The approved working hours shall be utilized by all the Contractor's personnel and all Subcontractor's personnel.

C. Any subsequent proposed changes in working hours shall be submitted for approval.



**11. TESTING**

Testing to determine compliance with the Plans and Specifications will be performed by a qualified testing laboratory as directed by the Engineer. All costs for testing shall be borne by the Contractor. Where re-testing is required due to the Contractor not having complied with Plans, Specifications, or the Engineer's instructions, the cost of such re-testing shall be borne by the Contractor.

**12. SAFETY AND PROTECTION**

A. To protect persons, including the workmen, from injury and to avoid property damage and damage to this work, adequate barricades, construction signs, torches, lanterns, and guards as required shall be placed and maintained by the Contractor during the progress of the construction work and in the case of work on or near traveled roadways until it is safe for traffic to use the highway. All materials, piles, equipment, pipe, excavations, and mounds of earth which may serve as obstruction to traffic shall be enclosed by fences or barricades and shall be protected by proper lights when the visibility is poor. The rules and regulations of the local authorities respecting safety provisions shall be observed.

B. The Contractor shall carry on work in a manner which will cause the least interruption to both vehicular and pedestrian traffic. Where applicable, not more than two (2) consecutive blocks shall be closed to through travel, including the cross street intersected.

C. The Contractor shall provide safe and proper means of ingress and egress to and from all public and private properties for the duration of construction. Where traffic must cross open trenches, suitable bridges shall be provided at all public and private crossings.

D. The Contractor shall be held liable for any property damage and/or personal injury resulting from his/her failure to take adequate safety precautions. He/she shall indemnify the Owner and Engineer from all claims arising from such negligence.

E. Temporary support, adequate protection and maintenance of all underground and surface structures, utilities, drains, sewers, and other obstructions encountered in the progress of the work shall be installed at no additional cost to the Owner. The structure which may have been disturbed shall be restored as soon as possible.

F. The Contractor shall be entirely responsible for all obstructions, regardless of whether or not shown on the Plans. Any obstructions encountered at any time and in any location shall be provided for in the most practical manner. In the case of utilities, they shall be kept in operation unless written permission from the Owner of the utilities allowing temporary interruption of service is obtained. Should it become necessary to install temporary lines, temporary pumps, temporary support, temporary protection, or other means be provided for the continuous operation of utilities, all this work shall be done, maintained, operated, and removed upon completion, at no additional cost to the Owner. No trees are to be removed, pruned, or have roots cut, except when approved by the Engineer. The Contractor shall be responsible for damage to trees, shrubs, grass, plants, etc., due to construction or related activity.

G. The Contractor will not be required to move or remove any privately owned utilities, such as gas mains and services, electric transmission lines and poles, telephone cables, etc., or to move or remove any publicly owned utilities except as specifically required in the Plans and Specifications.

**13. WATER**

Water for testing, sterilization, and other purposes connected with the work shall be secured and purchased by the Contractor.

**14. ELECTRICITY**

Electricity as may be required for construction and other purposes connected with this Project shall be secured and purchased by the Contractor.

**15. PERMITS AND LICENSES**

Permits and licenses will NOT be required by the City or County. The Contractor shall be required to be registered to do business in the State of Florida. The Contractor or his/her subcontractors shall be currently licensed by State and Local governments for all types of work required as a part of this contract. Contractor shall submit Notice of Intent (NOI) and Storm Water Pollution and Prevention (SWPPP) if applicable.

**16. LINES AND GRADES**

The Contractor shall furnish and set all necessary stakes to establish the line and grade as shown on the Drawings, and lay out each portion of the work of his/her Contract. The Contractor shall be responsible for the layout of all such lines and grades, which will be checked and verified by the Engineer. The Engineer will provide benchmark elevations and reference points for control of the work.

**17. SALVAGE**

A. All material salvaged from connections or cut-ins to existing systems, removal of existing facilities, etc., shall remain the property of the Owner. The Contractor shall remove all salvaged materials from the construction sites as work progresses and store them in a place designated by the Owner for this purpose.

B. Under no circumstances are salvaged materials to be re-used in this project unless indicated on the Drawings and/or specified herein or directed by the Owner for this purpose.

**18. DISRUPTION OF UTILITIES**

The Contractor is hereby notified that his/her work shall be so scheduled and performed as to provide a minimum of interference with any and all utility services. If, because of construction operations, it is necessary to interrupt such utility services, a designated representative of the owner of the utility involved shall be advised in writing not less than forty-eight (48) hours advance of such interruption. Work of this type shall be scheduled to be performed during periods of minimum demand on the utility involved and within the time limit established by the owner's representative. Periods of shutdown longer than those established as the maximum by the owner of the utility involved will not be permitted. If such shutdowns occur, the Contractor will be considered liable for damages resulting from this cause.

**19. UNDERGROUND OBSTRUCTIONS**

The Contractor shall anticipate all underground obstructions such as water lines, gas lines, sewer lines, utility lines, concrete, and debris. No extra payment will be allowed for the removal, replacement, repair of possible increased cost caused by underground obstructions. Any such lines or obstructions indicated on the map show only the approximate location and must be verified in the field by the Contractor. The Owner and Engineer will endeavor to familiarize the Contractor with all known underground utilities and obstructions, but this will not relieve the Contractor from full responsibility in anticipating all underground obstructions.

**20. LABOR PROVISIONS**

A. The Contractor and his/her Subcontractors shall discharge whenever ordered to do so by the Engineer, any employee who is disorderly or whose conduct in the opinion of the Engineer is detrimental to the prosecution of the work.

B. No person whose age or physical condition is such as to make his/her employment dangerous to his/her health and safety and to the health and safety of others shall be employed on the work, and in no event shall any person under the age of sixteen (16) years be employed.

C. Should the Contractor fail to remove such person or persons ordered discharged under the provisions of this Paragraph or fail to furnish suitable or sufficient machinery, equipment or force for the proper prosecution of the work the Engineer may withhold all estimates which are, or may become due, or may suspend the work until such orders are complied with.

D. The equipment used on any portion of the work shall be such that no injury to adjacent property, or to streets or highways will result from its use; equipment shall be modern, in good condition, and adequate in size to perform the work in satisfactory time intervals. No item of machinery or equipment, after once being placed on the work, shall be removed without the consent of the Engineer.

**21. USE OF PREMISES**

A. The Contractor shall confine his/her apparatus, storage of materials, and construction operations to such limits as may be directed by the Owner and shall not unreasonably encumber the premises with his/her materials.

B. The Contractor shall not load or permit any part of any structure to be loaded to such an extent as

to endanger its safety.

C. The Contractor shall conduct the work so as to insure the least obstruction to traffic practicable, and shall provide for the convenience of the general public and of residents along and adjacent to the work in a manner satisfactory to the Engineer. Materials and equipment stored on the work site shall be placed so as to cause as little obstruction to the public as possible and shall be lighted and barricaded as hereinafter provided.

D. Streets shall not be closed, except when and where approved by the Engineer, and whenever the street is not closed, the work must be so conducted that there shall at all times be a safe passageway for traffic. Whenever it is necessary to divert traffic from any part of the work the Contractor shall provide and maintain a passable driveway approved by the Engineer.

E. Suitable barricades, danger warnings, detour signs, etc., as hereinafter provided, shall be maintained by the Contractor in all cases and the Engineer and the Fire Department and Police Department having jurisdiction shall immediately be notified by telephone, or otherwise, upon the closing and/or opening of each street or section thereof.

F. The Contractor shall provide, erect, and maintain, at his/her own expense, barricades, danger warnings, and detour signs whenever they may be necessary. He/she shall place sufficient lights on/or near the work and keep them burning from twilight to sunrise; shall erect suitable barricades, railings, fences, and/or other protections about the work; provide all watchmen by day or night and take all other precautions that may be necessary; he/she shall maintain proper guards and lights for the prevention of accidents, upon materials, supplies, and equipment, and take all other precautions that may be necessary for the proper protection of the work and public convenience and safety.

G. Streets closed to traffic shall be protected by effective barricades on which shall be placed acceptable warning signs. The Contractor shall provide and maintain acceptable warning and detour signs at all closures, intersections, and along the detour routes, directing the traffic around the closed portion or portions of the work, so that the temporary detour route or routes shall be indicated clearly throughout its or their entire length.

H. Fire hydrants on or adjacent to the work shall be kept accessible to the fire apparatus at all times and no material or obstructions shall be placed within ten (10) feet of any such hydrant. Adjacent premises must be given access as far as possible, and obstruction of sewer inlets, gutters, and ditches will not be permitted.

I. Unless otherwise expressly stipulated herein, the use of explosives is not contemplated in the prosecution of this Contract, and in no case will their use be permitted without the written permission of the City and/or County and a permit issued by the Chief of the Fire Department

J. Where such permission for the use of explosives is obtained, the Contractor shall use the utmost care so as not to endanger life or property, and whenever directed the number and size of the charges shall be reduced. All explosives shall be stored in a secure manner, and all such storage places shall be marked clearly, "**DANGEROUS EXPLOSIVES**", and shall be in care of competent watchmen.

K. It shall be the responsibility of the Contractor to contact in writing the Fire and Police Departments having jurisdiction in the area where the work is being performed to obtain from them a summary of the information which should be provided to them while work is in progress. It shall then be the Contractor's responsibility to provide them with all such data.

## **22. ACCESS TO PROPERTY**

The Contractor shall maintain or provide access to property normally entered via the job site during progress of the work. Bridges or other suitable crossings over ditches shall be provided as required and subject to approval by the Engineer.

## **23. DRAWINGS**

A. It is expressly understood that approval by the Engineer of the Contractor's working drawings does not relieve the Contractor of any responsibility for accuracy of dimensions and details. It is mutually agreed

that the Contractor shall be responsible for agreement and conformity of his/her working drawings with the approved Plans and Specifications. The Contractor shall not attempt to construct the parts of the work for which such detailed drawings are required until he/she has submitted the drawings and received them back with written approval of the Engineer.

1. The contract price shall include the cost of furnishing all working drawings and the Contractor will be allowed no extra compensation for such drawings.

B. Where the word "similar" occurs on the Drawings, it shall be interpreted in its general sense and not as meaning identical, and all details shall be worked out in relation to their locations and their connection to other parts of the work.

C. Where on any of the Drawings a portion of the work is drawn out and the remainder is indicated in outline, the parts drawn out shall apply also to all other like portions of the work. Where ornament or other detail is indicated by starting only, or where the word typical or (typ) is used, such detail shall be continued throughout the courses or parts in which it occurs and shall also apply to all other similar parts in the work, unless otherwise indicated.

#### **24. CONTRACTOR SERVICES**

The Contractor shall provide qualified persons to assist the Engineer in making field checks, measurements, as-built checks, inspections, test runs, and the necessary work related to the project work.

**SECTION 00715****SUPPLEMENTARY CONDITIONS**

These Supplementary Conditions specifically amend or supplement other provisions of the Contract Documents. In the event of a conflict between these conditions, and other conditions, the more stringent shall govern.

The limits of liability for the insurance required by paragraph 5.4 of the General Conditions shall provide the following coverages for not less than the following amounts or greater where required by Laws and Regulations.

5.4.1 and 5.4.2 Workers' Compensation, etc. under paragraphs 5.4.1 and 5.4.2 of the General Conditions.

- |                          |                              |
|--------------------------|------------------------------|
| (1) State:               | Statutory                    |
| (2) Applicable Federal   | Statutory                    |
| (3) Employer's Liability | \$100/100/500 (in thousands) |

5.4.3, 5.4.4, and 5.4.5 Contractor's Liability Insurance under paragraphs 5.4.3 through 5.5.5 of the General Conditions which shall also include completed operations and products liability coverages and eliminate the exclusion with respect to property under the care, custody, and control of Contractor:

- |  |             |
|--|-------------|
| (1) General Aggregate<br>(Expect Products - Completed Operations)  | \$1,000,000 |
| (2) Products-Completed Operations Aggregate  | \$1,000,000 |
| (3) Personal/Advertising Injury  | \$ 500,000  |
| (4) Each Occurrence (Bodily Injury and<br>Property Damage)   | \$1,000,000 |
| (5) Limit Per Person Medical Expense   | \$ 10,000   |
| (6) Excess Liability, Umbrella Form<br>General Aggregate   | \$2,000,000 |
| Each Occurrence  | \$1,000,000 |
| (7) Personal Injury Liability Coverage will include Claims arising out of Employment.                            |             |
| (8) Exclusion of Property in Contractor's Care, Custody or Control will be Eliminated.                           |             |
| (9) Property Damage Liability Insurance will Provide Coverage for Explosion, Collapse and<br>Underground Damage. |             |

5.4.6 Liability coverage for the following will be provided (subject to customary exclusions for professional liability) by a separate Protective Liability Policy issued by CONTRACTOR'S general liability carrier as additional insureds:

**County of Jackson, State of Florida, Owner**

5.4.10 The Contractual Liability coverage required by Paragraph 5.4.10 of the General Conditions shall provide coverage for not less than the following amounts:

- |   |             |
|---|-------------|
| (1) General Aggregate                                   | \$1,000,000 |
| (2) Each Occurrence (Bodily Injury and Property Damage) | \$1,000,000 |

CONTRACTOR shall purchase and maintain property insurance upon the Work at the site in the amount of the full replacement cost thereof. This insurance shall:

5.6.1 include the interests of OWNER, CONTRACTOR, Subcontractors, and ENGINEER, ENGINEER's Consultants and any other persons or entities identified in the Supplementary Conditions, each of whom is deemed to have an insurable interest and shall be listed as an

insured;

5.6.2 be written on a Builder's Risk "all risk" or open peril or special causes of loss policy from that shall at least include insurance for physical loss or damage to the Work, temporary buildings, falsework and Work in transit and shall insure against at least the following perils: fire, lighting, 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 as may be specifically required by the Supplementary Conditions;

5.6.3 include expense incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects);

5.6.4 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; and

5.6.5 be maintained in effect until final payment is made unless otherwise agreed to in writing by OWNER, CONTRACTOR, and ENGINEER with thirty days written notice to each other additional insured to whom a certificate of insurance has been issued.

The policies of insurance required to be purchased and maintained by CONTRACTOR in accordance with this paragraph 5.6 shall comply with the requirements of Paragraph 5.8 of the General Conditions.

General Condition 6.13 is amended as follows: OWNER will obtain and pay for any permit required from the Florida Department of Environmental Protection covering the construction of the proposed project except for the Notice of Intent to Use Generic Permit (NOI), which if required Contractor must obtain.

#### **END OF SECTION**

## Applicability

The Project or Program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

**A.1. (i) Minimum Wages.** All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers or mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein; provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR Part 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

- (ii)(a) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met
  - (1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
  - (2) The classification is utilized in the area by the construction industry; and
  - (3) The proposed wage rate, including any bona fide fringe benefits bears a reasonable relationship to the wage rates contained in the wage determination.
- (b) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140).
- (c) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate) HUD or its designee shall refer the questions, including the views of any interested parties and the recommendation of HUD or its designee to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary (Approved by the Office of Management and Budget under OMB Control Number 1215-0140).
- (d) The wage rate (including fringe benefits where appropriately determined pursuant to subparagraphs (1)b or c of this paragraph) shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other person, the contractor may consider as a part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program. Provided, that the Secretary of Labor has found, upon written request of the contractor that the applicable standards of the Davis-Bacon Act have been met, the Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program (Approved by the Office of Management and Budget under OMB Control Number 1215-0140).

**2. Withholding.** HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers or mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of the wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract. HUD or its assignee may, after written notice to the contractor, sponsor or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

**3. (i) Payrolls and basic records.** Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the contract and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the

project). Such records shall contain the name, address and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1(b)(2)(B) of the Davis-Bacon Act daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act the contractor shall maintain records which show that the commitment to provide such benefits is enforceable that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

(ii) (a) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all the information required to be maintained under 29 CFR Part 5.5(a)(3)(I). This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing Office, Washington, DC 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149).

(b) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or his or her agent who pays or supervises the payment to the persons employed under the contract and shall certify the following:

- (3) That the payroll for the payroll period contains the information required to be maintained under 29 CFR Part 5.5 (a)(3)(I) and that such information is correct and complete.
- (4) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3.
- (5) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.
- (6) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph A.3(ii)(b) of this section.
- (7) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph A.3(I) of this section available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR Part 5.12.

**(4)(I) Apprentices and Trainees. Apprentices.** Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

**(ii) Trainees.** Except as provided in 29 CFR 5.16 trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides



for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) **Equal Employment Opportunity.** The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246 as amended, and 29 CFR Part 30.

**5. Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this contract.

**6. Subcontracts.** The contractor or subcontractor will insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as HUD or its designee may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR Part 5.5.

**7. Contracts termination; debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and the debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

**8. Compliance with Davis-Bacon and Related Act Requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1.3 and 5 are herein incorporated by reference in this contract.

**9. Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees of their general representatives.

**10. (i) Certification of Eligibility.** By entering into this contract the contractor certifies that neither it (not he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 4.

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1010, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part "Whoever, for the purpose of ... influencing in any way the action of such Administration ... makes, utters or publishes any statement knowing the same to be false... shall be fined not more than \$5,000 or imprisoned not more than two years, or both."

**11. Complaints, Proceedings, or Testimony by Employees.** No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

**B. Contract Work Hours and Safety Standards Act.** As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

(1) **Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek, unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of \$10 for each calendar day which such individual was required or permitted to work in excess of eight hours or in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in subparagraph (1) of this paragraph.

(3) **Withholding for unpaid wages and liquidated damages.** HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contract or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.

(4) **Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

**C. Health and Safety**

(1) No laborer or mechanic shall be required to work in surrounding or under working conditions which are unsanitary, hazardous or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

(2) The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 (formerly part 1518) and a failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act (Public Law 91-54, 83 Stat. 96).

(3) The Contractor shall include the provisions of this Article in every subcontract so that such provisions will

be binding on each subcontractor. The Contractor shall take such action with respect to any subcontract as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

**SECTION 01000****MEASUREMENT AND PAYMENT****PART 1 - GENERAL**General

The unit price or lump sum bid items shall be compensation in full for furnishing all materials, labor, equipment and incidentals necessary to complete the item in place in every detail in accordance with the plans and specifications. There will be no direct compensation for clean-up, restoration of property, and incidentals not shown in the proposal, and such incidentals shall be included in the unit price for the related item of work.

Contractor shall notify Engineer in advance of exceeding 90% of any pay item quantity if it is anticipated that the quantity will be exceeded.

All pay items or details not described herein will be paid for based on the description in the Pay Item and the FDOT Standards for payment. If there is a conflict, the Pay Items in the Contract will prevail.

**PART 2 – BID ITEMS**Mobilization and General Conditions

Perform preparatory work and operations in mobilizing for beginning work on the project, including, but not limited to, those operations necessary for the movement of personnel, equipment, supplies, and incidentals to the project site and for the establishment of temporary offices, buildings, safety equipment and first aid supplies, and sanitary and other facilities, record documents, and Contractor operating costs throughout the time of the Contract.

When the proposal includes a separate pay item for mobilization, partial payments will be made therefore in accordance with the following and prorated for in between percentages of work complete:

Percent of Original Contract Amount Earned (work complete)	Allowable Percent of the Lump Sum Price for Mobilization and General Conditions*
10	25
25	40
50	60
75	80
100	100

*\*Partial payments for any project will be limited to 10% of the original Contract amount for that project. Any remaining amount will be paid upon completion of all work on the project.*

The Contractor shall provide a breakdown of its lump sum bid for mobilization if requested by the Engineer/Owner. If the Engineer/Owner determines that the Contractor's bid for mobilization is erroneous, the entire bid will be rejected.

Prevention of Erosion and Water Pollution (Erosion Control)

The lump sum bid for this item shall be compensation in full for furnishing all labor equipment and materials for all erosion control, storm water control, pollution prevention, including hay bales, socks, turbidity curtains, preparation and submittal of a SWPPP (if required), and all other items except silt fence.

Silt Fence:

The contract unit price shall be compensation in full for one (1) linear foot of fence in place, and shall

include maintenance and replacement of the silt fence throughout the life of the project including replacement of silt fence and posts if needed.

#### Maintenance of Traffic

The lump sum bid for this item shall be compensation in full for furnishing all labor, equipment, signs, Temporary Striping or Pavement Markings, and materials for all maintenance of traffic required by this contract, FDOT Standards, or as directed by Engineer for all FDOT, County, City or private roadways. This includes preparation and submittal of plans, signs, and markings for any detours needed for the work.

#### Clearing and Grubbing:

The lump sum bid for this item shall be compensation in full for clearing and grubbing all areas as required for completion of this project in accordance with the plans and specifications. Payment shall include the removal and off-site disposal of all clearing and grubbing debris, in accordance with all local, State, and Federal regulations. For dirt road paving or new road construction projects, the entire right of way shall be cleared and grubbed to 2 feet outside each side of the right of way (to allow for the installation of fences) unless indicated otherwise on the drawings. For resurfacing projects the Right of Way and Easements shall be cleared and grubbed including trimming and removing all brush, trees, and limbs to 15 feet outside each edge of pavement and to 17 feet high above the centerline of the road as a minimum in accordance with FDOT Standards. There shall be no adjustment to the quantity after clearing and grubbing has begun.

#### Limerock Base

The contract unit price shall be compensation in full for one ton placed and compacted with an LBR of 100 at the specified thickness and will be paid per ton as weighed by certified calibrated scale in place and as shown on the plans and quantities including labor, equipment and material for hauling, spreading, placing, finishing to grade, compacting, clipping, testing, clean-up and any other for the placement of all Limerock Base needed to complete the Work. Upon completion of the each course, Contractor shall inspect the work with Inspector or Engineer and shall repair any areas that have bumps or sags prior to placement of the next layer. Payment for these areas shall be incidental to the Work and shall be considered included in the pay items. Limerock shall be from an approved source and shall meet the FDOT requirements for Limerock Base material. Payment shall be only for limerock verified by trip tickets signed off by the inspector. Prior to placing limerock, contractor shall set stakes indicating the height of the specified limerock thickness in each side of the area to be filled with limerock at 100' intervals (not applicable to widening of 4' or less). Any staked that are removed prior to completion of the limerock and placement of prime coat shall be immediately replaced by contractor.

#### Pavement Preparation

The contract unit price is per square yard of existing pavement and shall be compensation in full for furnishing all labor, equipment, and material to prepare the pavement for paving, including sweeping, cleaning, patching potholes and bare areas, removal of incompatible patches, and any other items or work needed just prior to placing tack coat.

#### Tack Coat

The contract unit price is per square yard of tack coat and shall be compensation in full for one of tack coat placed at the specified rate, and will be paid per square yard including hauling, placing, testing, cleanup and any other. Tack coat shall be spread evenly over the entire surface to be coated at the approved spread rate determined by the Engineer for the field conditions. No payment shall be made for areas where tack coat is not applied at the approved spread rate. Prior to placing tack coat, the contractor shall pay special attention to pavement preparation, which is included with payment for tack.

#### Leveling

The contract unit price shall be compensation in full for one ton of Leveling at the required spread rate and

will be paid per ton as verified by the inspector and trip tickets. The unit price includes all labor, equipment and material for hauling, spreading, placing, compacting, testing, clean-up and any other for the placement of all asphalt needed to complete the Leveling. Prior to beginning the Leveling, Contractor shall check the road with Engineer/Inspector and identify areas to be leveled and that have bumps and sags. Leveling shall only be used as specifically directed by engineer. Upon completion of the Leveling and prior to any further work, Contractor shall ride the roadway with Engineer and shall further level any areas that have bumps or sags. Payment for these areas shall be considered included with the Leveling. All mix designs shall be approved by County Engineer and FDOT at least 2 weeks prior to paving. Prior to placing the leveling, contractor shall prepare the areas to be leveled and apply tack coat.

#### Crack Relief

The contract unit price shall be compensation in full for one square yard of ARMI and will be paid per square yard as measured in place and as shown on the plans and quantities including labor, equipment and material for hauling, placing, compacting, testing, clean-up and any other for the placement of all ARMI needed to complete the Work. All mix designs shall be approved by County Engineer and FDOT at least 2 weeks prior to paving. ARMI shall be placed directly onto the existing asphalt at a rate sufficient to fill all cracks as approved by the inspector / engineer. Only clean granite rock shall be used with ARMI layer.

#### Asphalt

The contract unit price shall be compensation in full for one square yard placed and compacted to the specified thickness and will be paid per square yard as shown in the quantities including labor, equipment and material for hauling, spreading, placing, finishing to grade, compacting, testing, clean-up and any other for the placement of all asphalt needed to complete the Work. Upon completion of the each course, Contractor shall inspect the work with Inspector or Engineer and shall cut out and repair any areas that have bumps or sags prior to placement of the next layer. Unless accepted as an alternate, all asphalt shall be virgin mix only with no recycled asphalt included. Payment for these areas shall be incidental to the Work and shall be considered included in the pay items. All mix designs shall meet FDOT requirements and shall be approved by County Engineer at least 2 weeks prior to paving.

#### Concrete Driveways

The contract unit price for this pay item shall be compensation in full for Each (One) concrete driveway and shall include all labor, equipment and material to saw cut, remove, and replace the area of concrete needed to adjust the driveway to the proper elevation at the new edge of pavement to provide a smooth transition between the driveway and roadway. Some driveway may require a longer transitional area if the driveway elevation is different from the roadway. The slope in the transition shall not exceed 5% grade, and the break between the driveway and transition shall not be greater than 5%.

#### Pipe

The contract unit price for the various sizes and types of pipe shall be compensation in full for one linear foot of pipe complete in place. The length of pipe installed will be measured from end to end of the pipe to the beginning of the mitered end if applicable and no deduction in length will be made for space in the line occupied by manholes or fittings. Installation of pipe includes excavation, compaction, testing, backfill and all fittings. This includes backfill material if the material excavated is determined by inspector to be unsuitable for re-use. Spoils shall be used on the shoulders or removed and disposed of by Contractor if the material can not be used on site. There shall be no additional payment for fill material at pipes or for disposing of unsuitable material.

#### Mitered End Sections:

The contract unit price shall be compensation in full for one Mitered End Section of the various sizes, types, and depths complete with all items needed including anchor bolts, gaskets, clamps, concrete, rebar, formwork, backfill, anchors, epoxy, grates, and all other. For placing mitered ends on existing pipe, the pay item includes removal and disposal of existing headwalls or sand bags, any length of pipe needed

to install the mitered end so that the installation meets allowable slope and shoulder requirements in accordance with the FDOT Standards and Specifications, and cleaning and removal of all sand and debris from the existing pipes on which the headwalls are being placed.

#### Grade Shoulders

The lump sum bid for this item shall be compensation in full for furnishing all labor, equipment, and material to rework the shoulders including digging or filling, grading the shoulder, the front, and back slopes as needed. The intent is to disturb only the areas that need to be reworked to provide the slopes shown on the typical section or to provide positive drainage at discretion of Engineer.

#### Roadway Excavation

The lump sum bid for this item shall include grading, excavating, hauling, spreading, and compacting material to the required location on site as needed and spreading on site as needed and shall be compensation in full for suitable fill, labor and equipment for moving, compacting, hauling, placing, testing, clean-up and any other for the placement of all fill needed to complete the Work (including hauling and disposing of any surplus material). Testing Certificates shall be provided by Contractor and approved by Engineer. Prior to bring Borrow Excavation from off site, the contractor shall shape the site utilizing the on site material to the greatest extent possible. All fill shall be approved by the Engineer before being used for backfill. Existing dirt may be used where it is suitable. Fill dirt shall be per FDOT Standard Specifications. If requested, the Contractor shall furnish a certificate from a commercial testing laboratory attesting to the suitability of the material.

#### Borrow Excavation:

The unit price bid for this item shall be compensation in full for one (1) contract measure cubic yard (CMCY) of suitable material used for backfill which shall include furnishing material, hauling, backfilling, compacting, and testing. All borrow material shall be approved by the Engineer before being used for backfill. If requested, the Contractor shall furnish a certificate from a commercial testing laboratory attesting to the suitability of the borrow material.

#### Sod

The unit price for this item shall be compensation in full for one (1) square yard of solid sod complete and in place where specified. Where sod is being replaced on an established lawn, the new sod shall match the type removed or the adjacent sod. If the Contractor over runs the contract quantity without prior written approval of Engineer, there shall be no payment for the overage.

#### Seed and Mulch or Hydro seed

The unit price for this item shall be compensation in full for one (1) square yard of seed and mulch completed and measured in place in areas indicated in the contract to be disturbed that are not specified to receive sod. Where seed and mulch is being used to replace an established lawn, the new seed and mulch shall match the type removed or the adjacent sod. Where contractor causes damage to an existing lawn not indicated to be damaged, the area shall be replaced with matching sod at no cost to county. If the Contractor over runs the contract quantity without prior written approval of Engineer, there shall be no payment for the overage.

#### Object Markers

The unit price for this item shall be compensation in full for one (1) each object marker complete and in place where specified. Object markers shall be FDOT standard reflective pre-finished object markers for pipe ends and shall meet all requirements of the FDOT Specifications Section 705.

#### Remove (Dig Out) and Replace Pavement Area

The unit price bid for the various types of pavement replacement will be compensation in full for furnishing

all material, labor, equipment, and incidentals to remove and replace one (1) square yard of the various types of paving where directed to be removed and replaced by Engineer or Inspector. The term "pavement" shall be construed to mean either bituminous or concrete surface in streets and driveways and shall include base course (8" min), tack coat, fill dirt, pavement (1-1/2" min), and any other incidentals necessary for the placement of the bituminous or concrete wearing surface.

In measuring this item for payment, the length shall be measured along the centerline of the area marked to be cut out, and then multiplied by the width. This will be the amount paid for, regardless of the width removed and replaced.

#### Contingency

This Lump Sum Item is for Owners use only and shall only be used when directed by County Engineer in writing by a Change Directive.

#### Striping by Owner

This Lump Sum Item is for Owners use only and shall only be used when directed by County Engineer in writing by a Change Directive.

#### Signs

This bid item is per sign based on the unit prices for each sign. The unit price includes all materials, labor, equipment, layout, brackets, attachments, bolts, washers, bottom anchor, and any other as needed to provide a complete installation of the signs. Sign posts shall be FDOT Standard round in FDOT maintained areas and u channel in County maintained areas of weight specified or as required by FDOT Standards.

#### Provide Record Documents ("As-Built"):

This item shall be included in the Mobilization and General Conditions pay item and is compensation in full for furnishing record drawings indicating pavement alignment, edge of pavement, service line locations, service line terminal points, valve locations, manholes, alignment, and any deviations from the plans. Record documents must be of professional quality, reproducible, and submitted to the Engineer for approval. Method of recording this information shall be approved by the Engineer prior to construction.

#### Guard Rail

The unit price for this item shall be compensation in full for one (1) linear foot complete and in place where specified. Guard rail shall meet all the requirements of FDOT Standard Specifications for Road and Bridge Section 536 and 967 and shall be as per FDOT Standard Index 400 - Detail C. The number of End Assemblies indicated shall be included with the guard rail and included with the per foot price.

#### Survey and Layout

The lump sum bid for this item shall be compensation in full for layout, staking, and survey as required for completion of this project to the lines and grades in accordance with the plans and specifications.

#### Limerock Base (used separately or mixed with the FDR)

The contract unit price shall be compensation in full for one ton placed and compacted with an LBR of 100 at the specified thickness and will be paid per ton as weighed by certified calibrated scale in place and as shown on the plans and quantities including labor, equipment and material for hauling, spreading, placing, finishing to grade, compacting, clipping, testing, clean-up and any other for the placement of all Limerock Base needed to complete the Work. Upon completion of the each course, Contractor shall inspect the work with Inspector or Engineer and shall repair any areas that have bumps or sags prior to placement of the next layer. Payment for these areas shall be incidental to the Work and shall be considered included

in the pay items. Limerock shall be from an approved source and shall meet the FDOT requirements for Limerock Base material. Payment shall be only for limerock verified by trip tickets signed off by the inspector. Prior to placing limerock, contractor shall set stakes at the height of the specified limerock thickness in each side of the area to be filled with limerock.

#### Full Depth Reclamation

The contract unit price shall be compensation in full for one square yard of Full Depth Reclamation (FDR) up to 12 inches, as shown on the plans, including mixing in specified additives (paid separately per the pay items except that mixing in is included in the FDR), and will be paid per square yard as measured in place and as shown on the plans and quantities including all labor, equipment and material for mixing, hauling, placing, compacting, testing, clean-up and any other for the full depth reclamation and preparation of a suitable base course. Before beginning the FDR, Contractor shall mix and prepare at least two test sections not less than 50 feet in length and the full width of the road (22 feet wide). One test section shall be at the south end and one shall be at the north end. Contractor shall sample the sections and have the material tested and provide LBR test reports to the County Engineer. The mix designs and test sections shall be approved by County Engineer prior to proceeding with the FDR mixing of each section.

The finished base shall conform to all required testing and include an approved method of Proof-Rolling with the Designated Engineering Inspector present. The inspector will approve the proof rolling and sign off for each section on the inspection forms. No priming of the base shall be done until all testing is complete and signed off on by the Inspector or County Engineer. The proof rolling method shall be an 18 cu yard dump truck (full) of Limerock or select fill material approved for the project and make two passes in each lane.

All deformations in excess of 1/4" shall require re-mixing and re compacting and include re-scarifying 50' each side of the designated failure area. These measurements and locations shall be quantified and documented by the CEI inspector.

If it is necessary because of limitations of the equipment to place the base in courses, upon completion of the each course, Contractor shall inspect the work with Inspector or Engineer and shall repair any areas that have bumps or sags prior to placement of the next layer. Payment for these areas shall be incidental to the Work and shall be considered included in the pay items.

#### Portland Cement

The contract unit price shall be compensation in full for one ton placed and mixed in with the FDR at the approved spread rate. Trip tickets shall be provided for the truck loads of cement and will be paid per ton as weighed by certified calibrated scale including labor, equipment and material for hauling, spreading, placing, finishing to grade, compacting, clipping, testing, clean-up and any other for the placement of cement. Contractor shall cooperate with and assist the inspector as needed to measure and determine quantities of cement being used in the mixture.

#### Liquid Emulsion

The contract unit price shall be compensation in full for one gallon of emulsion mixed in with the FDR. Trip tickets shall be provided for the truck loads of emulsion and will be paid per gallon as weighed by certified calibrated scale including labor, equipment and material for hauling, spreading, placing, testing, clean-up and any other for the placement of emulsion. Contractor shall cooperate with and assist the inspector as needed to measure and determine quantities of emulsion being used in the mixture.

### 2.8 Widening or Shoulder Paving

The contract unit price shall be compensation in full for one square yard and will be paid per square yard as measured in place and as shown on the plans and quantities from the edge of existing edge of pavement to the new edge of pavement and shall include all labor, equipment and material for hauling, placing, compacting, testing, grading, clean-up and any other for the placement of all base and asphalt needed to complete the Work. Any asphalt needed to repair or fill voids along the edge of road due to breakage during the widening or to make a smooth connection to the existing edge of pavement is included in this pay item and shall not be paid under the leveling pay item. The item includes 6" of Limerock (LBR 100), Prime Coat, and 1-1/2" Asphalt. All mix designs shall be approved by County



Engineer and FDOT at least 2 weeks prior to paving.

END OF SECTION

**SECTION 01010**

**SUMMARY OF WORK**

**PART 1 - GENERAL**

**1.1 LOCATION OF WORK**

All of the work of this Contract is located in Jackson County, Florida, at: **County Road 162.**

**1,700 LF west of Waddell Mill Lane**

**1.2 WORK TO BE DONE**

A. The Contractor shall furnish all labor, tools, materials, equipment, services, maintenance of traffic, and incidentals to complete all work required by these Contract Documents.

B. The Contractor shall perform the work complete, in place, disinfected where applicable and ready for continuous service, and shall include repairs, replacements and restoration required as a result of damages caused during this construction.

C. Furnish and install all materials, equipment and labor which is reasonably and properly inferable and necessary for the proper completion of the work, whether specifically indicated in the Contract Documents or not.

**1.3 GENERAL DESCRIPTION OF CONTRACT**

**County Road 162 HMGP**

The Work includes reconstruction, resurfacing and widening of the road, along with raising the elevation of the centerline of the road to prevent the road flooding during heavy rainfall events. Unsuitable areas will be removed and reconstructed as directed by Engineer/Inspector. Grading and shoulder work will be performed as needed to restore positive drainage and as directed, pipes will be replaced as indicated on the plans. All pipes shall be cleaned and cleared of debris and soil, mitered ends added as indicated on the plans. Maintenance of traffic, sod, seed and mulch all disturbed areas not covered by sod, driveways, aprons, stormwater pollution prevention, grading ditches as needed to provide positive drainage, and other as directed by the Engineer/Inspector.

#### 1.4 SUBSTANTIAL COMPLETION

Substantial completion will be determined by the Engineer and will be considered when all facilities and roadways are complete and ready for service.

#### 1.5 DRAWINGS AND SPECIFICATIONS FURNISHED THE CONTRACTOR FOR CONSTRUCTION

Three (3) sets of Drawings and Specifications shall be furnished to the Contractor for construction at no charge. Additional sets may be purchased at the deposit amount contained in the Notice for Bids.

#### 1.6 ABBREVIATIONS AND REFERENCES

A. Whenever reference is made to the furnishing of materials or testing thereof to conform to the standards of any technical society, organization or body, it shall be construed to mean the latest standard, code, specification or tentative specification adopted and published at the date of advertisement for bids, even though reference has been made to an earlier standard. The following list of specifications is hereby made a part of the Contract the same as if herein repeated in full. In the event of any conflict between any of these specifications, standards, codes or tentative specifications, and the Specifications, the latter shall govern. In the event that one of the following conflict with another, the decision as to which shall govern will be decided by the Engineer, whose judgment will be final.

B. Reference to a technical society, organization, or body may be made in the Specifications by abbreviations, in accordance with the following list:

AASHTO	- The American Association of State Highway and Transportation Officials
ACI	- American Concrete Institute
AGA	- American Gas Association
AGMA	- American Gear Manufacturers Association
IEEE	- Institute of Electrical and Electronic Engineers
AISC	- American Institute of Steel Construction
AISI	- American Iron and Steel Institute
ANSI	- American National Standards Institute
API	- American Petroleum Institute
ASCE	- American Society of Civil Engineers
ASME	- American Society of Mechanical Engineers
ASTM	- American Society of Testing Materials
AWPA	- American Wood Preservers Association
AWS	- American Welding Society
AWWA	- American Water Works Association
FED. SPEC.	- Federal Specifications
CIPRA	- Cast Iron Pipe Research Association
DIPRA	- Ductile Iron Pipe Research Association
HI	- Standards of Hydraulic Institute
NCPI	- National Clay Pipe Institute

NEMA	- National Electrical Manufacturers Association
NFPA	- National Fire Protection Association
NEWWA	- New England Water Works Association
TCA	- Tile Council of America, Inc.
AWPA	- American Wood Preservation Association
NAVY SPEC.	- Navy Department Specification
NEC	- National Electric Code
NLMA	- National Lumber Manufacturers Association
PCA	- Portland Cement Association
SAE	- Society of Automotive Engineers Standards
SHBI	- Steel Housing Boiler Institute
SBCC	- Standard Building Code Congress International, Inc.
DOT	- Florida Department of Transportation
U.L., Inc.	- Underwriter's Laboratories, Inc.
OSHA	- Occupation Health and Safety Act
SSPC	- Steel Structures Painting Council

C. When no reference is made to a code, standard, or specification, the standard specification of the ASTM, the ANSI, the ASME, the IEEE, or the NEMA shall govern.

## **PART 2 - PRODUCTS**

(Not Used)

## **PART 3 - EXECUTION**

(Not Used)

**END OF SECTION**

SECTION 01026

APPLICATIONS FOR PAYMENT

CONTRACTOR'S PREREQUEST

PART 1 - GENERAL

**1.1 REQUIREMENTS INCLUDED**

Submit Applications for Payment to the Engineer in accord with the schedule established by Conditions of the Contract and Agreement between Owner and Contractor.

**1.2 RELATED REQUIREMENTS**

- A. Agreement between Owner and Contractor.
- B. Conditions of the Contract: Progress Payments, Retainage, and Final Payment.
- C. Section 01030: Measurement and Payment.
- D. Section 01700: Contract Close-out.
- E. Section 01720: Project Record Documents.

**1.3 FORMAT AND DATA REQUIRED**

- A. Submit three applications to the Engineer typed on forms provided by the Engineer, Application for Payment, with itemized data typed on 8-1/2 inch x 11 inch or 8-1/2 inch x 14 inch white paper continuation sheets.
- B. Fill in required information, including that for Change Orders executed prior to date of submittal of application.
- C. Fill in summary of dollar values to agree with respective totals indicated on continuation sheets.
- D. Execute certification with signature of a responsible officer of Contract firm.

**1.4 PREREQUISITES FOR PAYMENTS**

The Contractor shall provide the following as a prerequisite for payment.

- A. Exhibit the updated record drawings as required by Section 01720, Project Record Documents, for review by the Engineer.
- B. Submit required certificates and evidence of passing test for items for which payment is requested in accordance with the testing requirements in Section 01410, Testing Services.
- C. Submit payroll records indicating compliance with Federal Wage Requirements on Form WH347.
- D. Submit revised construction schedules in accordance with Section 01310, Construction Schedules.

**1.5 SUBMITTAL AND PAYMENT PROCEDURE**

A. Contractor's Responsibility

1. In order for progress payments be made to the Contractor, the Owner must request and receive the funds for each progress payment from the Department of Community Affairs (DCA). The process of requesting and receiving funds from DCA requires approximately 45 days. In order to expedite payment to the Contractor, it is recommended that the Contractor notify the Engineer by phone 30 days prior of his intention to submit an Application for Payment and indicate the estimated funds to be requested. This will allow the Engineer to instruct the Owner to proceed with the request for funds from DCA. This will help insure the immediate availability of funds upon the final approval of the actual Application for Payment.

2. Contractor shall satisfy all prerequisites prior to submittal of Application for Payment.

3. Contractor shall submit completed and signed Application for Payment to Engineer. Contractor may submit Application for Payment at any time, however, not more frequently than one per month.

B. Engineer's Responsibility

1. Inform Owner/Grant Administrator of Contractor's advance notice of intention to submit Application for Payment.

2. Review and make recommendation concerning Application for Payment to Owner.

C. Owner's Responsibility

1. Approve Application for Payment when submitted correctly.

3. Make a progress payment to the Contractor not later than five (30) days on the basis of a duly certified and approved Application for Payment for the work performed during the preceding interim, but to ensure the proper performance of this Contract, the Owner shall retain ten percent (10%) of the amount of each estimate until final completion and acceptance of all work covered by this Contract. The County may reduce the retainage to 5% at any time at the County's option.

PART 2 - PRODUCT

(Not Used)

PART 3 – EXECUTION

(Not Used)

**END OF SECTION**