



**CONTRACT DOCUMENTS AND  
SPECIFICATIONS  
FOR**

**GIFFORD ELEVATED STORAGE TANK MODIFICATION AND REHABILITATION**

**BID NO. 2024047**

**PROJECT NO. IRC- 13.23.538**

PREPARED FOR  
THE BOARD OF COUNTY COMMISSIONERS  
INDIAN RIVER COUNTY, FLORIDA

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WILLIAM K. DEBRAAL, COUNTY ATTORNEY

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## SECTION – 00100 Advertisement for Bids

**BOARD OF COUNTY COMMISSIONERS**

1801 27<sup>th</sup> Street  
Vero Beach, Florida 32960

**ADVERTISEMENT FOR BIDS  
INDIAN RIVER COUNTY**

Sealed bids will be received by Indian River County until **2:00 P.M. on Tuesday, June 18th, 2024**. Each bid shall be submitted in a sealed envelope and shall bear the name and address of the bidder on the outside and the words "GIFFORD ELEVATED STORAGE TANK MODIFICATION AND REHABILITATION" and **Bid No. 2024047**. Bids should be addressed to Purchasing Division, Room B1-301, 1800 27th Street, Vero Beach, Florida 32960. All bids will be opened publicly and read aloud at 2:00 P.M. All bids received after 2:00 P.M., on the day specified above, will not be accepted or considered.

**INDIAN RIVER COUNTY PROJECT NO. IRC-13.23.538  
INDIAN RIVER COUNTY BID NO. 2024047**

***PROJECT DESCRIPTION: The proposed project consists of work necessary to rehabilitate the 400,000-gallon multi-leg steel elevated potable water storage tank located in Indian River County, Florida, including the following: site preparation, selective demolition and replacement of corroded sway rods, hub rods and associated hardware, replacement of corroded horizontal members, gusset connections and associated hardware, reinforcement of horizontal members and gusset plates, reinforcement of ladder rungs and blockage of ladder access until repaired, removal of loose conduits and feedlines, coating of new metalwork and hardware, removal of damaged or corroded paint and re-coating and all accessory items to provide a complete and structurally sound system as outlined in these documents.***

All material and equipment furnished and all work performed shall be in strict accordance with the plans, specifications, and contract documents pertaining thereto. Detailed specifications are available at: [www.demandstar.com](http://www.demandstar.com) or at [https://indianriver.gov/services/management\\_budget/purchasing/index.php](https://indianriver.gov/services/management_budget/purchasing/index.php) under "Current Solicitations".

All bidders shall submit one (1) original and one (1) copy of the Bid Proposal forms provided within the specifications. Please note that the questionnaire must be filled out completely including the financial statement. BID SECURITY must accompany each Bid, and must be in the form of an



AIA Document A310 Bid Bond, properly executed by the Bidder and by a qualified surety, or a certified check or a cashier's check, drawn on any bank authorized to do business in the State of Florida. Bid Security must be in the sum of not less than **Five Percent (5%)** of the total amount of the bid, made payable to Indian River County Board of County Commissioners. In the event the Contract is awarded to the Bidder, Bidder will enter in a Contract with the County and furnish the required 100% Public Construction Bond and certificates of insurance within the timeframe set by the County. If Bidder fails to do so, the Bid Security shall be retained by the County as liquidated damages and not as penalty.

The County reserves the right to delay awarding of the Contract for a period of **ninety (90)** days after the bid opening, to waive informalities in any bid, or reject any or all bids in whole or in part with or without cause/or to accept the bid that, in its judgement, will serve the best interest of Indian River County, Florida. The County will not reimburse any Bidder for bid preparation costs.

A Pre-Bid Conference will be held on **May 29<sup>th</sup>, 2024 at 9 AM** at the project site - 4680 28th Ct., Vero Beach, FL 32967 ATTENDANCE AT THIS CONFERENCE BY ALL BIDDERS IS HIGHLY ENCOURAGED.

INDIAN RIVER COUNTY

By: Jennifer Hyde  
Purchasing Manager

For Publication in the Indian River Press Journal  
Date: 05/17/2024

For: Indian River Press Journal

Please furnish tear sheet and Affidavit of Publication to:

INDIAN RIVER COUNTY  
PURCHASING DIVISION  
1800 27th Street  
Building "B"  
Vero Beach, FL 32960

**\* \* END OF SECTION \* \***

**SECTION 00200 – Instructions to Bidders**

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**SECTION 00200 – Instructions to Bidders**

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## SECTION 00200 – Instructions to Bidders

### ARTICLE 1 - DEFINED TERMS

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1.01 Terms used in these Instructions to Bidders will have the meanings indicated in the General Conditions and Supplementary Conditions. Additional terms used in these Instructions to Bidders have the meanings indicated below which are applicable to both the singular and plural thereof:

- A. Bidder--The individual or entity who submits a Bid directly to OWNER.
- B. Issuing Office--The office from which the Bidding Documents are to be issued and where the bidding procedures are to be administered.
- C. Successful Bidder--The lowest responsible Bidder submitting a responsive Bid to whom OWNER (on the basis of OWNER's evaluation as hereinafter provided) makes an award.
- D. ENGINEER – References IRC Dept of Utility Services designated engineer or engineering representative

### ARTICLE 2 - COPIES OF BIDDING DOCUMENTS

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- 2.01 Complete sets of the Bidding Documents in the number and for the deposit sum, if any, stated in the Advertisement for Bids or Invitation to Bid may be obtained from the Issuing Office.
- 2.02 Complete sets of Bidding Documents must be used in preparing Bids; neither OWNER nor ENGINEER assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.
- 2.03 OWNER and ENGINEER in making copies of Bidding Documents available on the above terms do so only for the purpose of obtaining Bids for the Work and do not confer a license or grant for any other use.

### ARTICLE 3 - QUALIFICATIONS OF BIDDERS

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- 3.01 To demonstrate Bidder's qualifications to perform the Work, within five days of OWNER's request Bidder shall submit written evidence such as financial data, previous experience, present commitments, and such other data as may be called for below.
  - A. Bidder must have at least five years' experience in the construction of similar projects of this size and larger.
  - B. Bidder must have successfully constructed, as prime CONTRACTOR, at least three projects similar in scope to this project.
  - C. Bidder must have good recommendations from at least three clients similar to the OWNER.
  - D. The Bidder's superintendent and assistants must be qualified and experienced in similar projects in all categories.
  - E. Bidder must be able to provide evidence of authority to conduct business in the jurisdiction in which the project is located.

- 3.02 Each bid must contain evidence of Bidder's qualification to do business in the state where the Project is located or covenant to obtain such qualification prior to award of the contract.
- 3.03 The OWNER reserves the right to reject bids from Bidders that are unable to meet the listed required qualifications.
- 3.04 Bidder must be registered with and use, at their sole expense, the Department of Homeland Security's E-Verify system ([www.e-verify.gov](http://www.e-verify.gov)) to confirm the employment eligibility of all newly hired employees, as required by Section 448.095, F.S.. Owner, contractor, and subcontractors may not enter into a contract unless each party to the contract registers with and uses the E-Verify system. Contractor is also responsible for obtaining an affidavit from all subcontractors, as required in Section 448.095(5)(b), F.S., stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. This requirement applies to any provider of services or goods.
- 3.05 Bidder must hold a current registration as a General Contractor in the State of Florida.
- 3.06 **Conflict of Interest:** Any entity submitting a bid or proposal or entering into a contract with the County shall disclose any relationship that may exist between the contracting entity and a County Commissioner or a County Employee. The relationship with a County Commissioner or a County Employee that must be disclosed is as follows: *father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, daughter-in-law, son-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half-brother, half-sister, grandparent, or grandchild*. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of the entity. The disclosure of relationships shall be a sworn statement made on a County approved form. Failure to submit the form may be cause for rejection of the bid or proposal.
- 3.07 **Public Entity Crimes:** Pursuant to Florida Statutes Section 287.133(2)(a), all Bidders are hereby notified that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity (defined as the State of Florida, any of its departments or agencies, or any political subdivision); may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Florida Statutes Section 287.017 for CATEGORY TWO [currently \$35,000] for a period of 36 months from the date of being placed on the convicted vendor list. A "public entity crime" means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid, proposal, reply, or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
- 3.08 **Records/Audit:** The Bidder shall maintain books, records and documents pertinent to performance under this Invitation and any resulting Agreement in accordance with generally accepted accounting principles consistently applied. The County and the Florida Office of the Inspector General shall have inspection and audit rights to such records for audit purposes during the term of the contract and for three years following the termination of

obligations hereunder. Records which relate to any litigation, appeals or settlements of claims arising from performance under this work or purchase shall be made available until a final disposition has been made of such litigation, appeals, or claims.

## ARTICLE 4 - EXAMINATION OF BIDDING DOCUMENTS, OTHER RELATED DATA, AND SITE

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### 4.01 Subsurface and Physical Conditions

#### A. The Supplementary Conditions identify:

1. Those reports of explorations and tests of subsurface conditions at or contiguous to the Site that Engineer has used in preparing the Bidding Documents.

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

B. Copies of reports and drawings referenced in paragraph 4.01.A will be made available by OWNER to any Bidder on request. Those reports and drawings are not part of the Contract Documents, but the "technical data" contained therein upon which Bidder is entitled to rely as provided in paragraph 4.02 of the General Conditions has been identified and established in paragraph 4.02 of the Supplementary Conditions. Bidder is responsible for any interpretation or conclusion Bidder draws from any "technical data" or any other data, interpretations, opinions or information contained in such reports or shown or indicated in such drawings.

### 4.02 Underground Facilities

A. Information and data shown or indicated in the Bidding Documents with respect to existing Underground Facilities at or contiguous to the Site is based upon information and data furnished to OWNER and ENGINEER by OWNERS of such Underground Facilities, including OWNER, or others.

### 4.03 Hazardous Environmental Condition

A. The Supplementary Conditions identify those reports and drawings relating to a Hazardous Environmental Condition identified at the Site, if any, that ENGINEER has used in preparing the Bidding Documents.

B. Copies of reports and drawings referenced in paragraph 4.03.A will be made available by OWNER to any Bidder on request. Those reports and drawings are not part of the Contract Documents, but the "technical data" contained therein upon which Bidder is entitled to rely as provided in paragraph 4.06 of the General Conditions. Bidder is responsible for any interpretation or conclusion Bidder draws from any "technical data" or any other data, interpretations, opinions, or information contained in such reports or shown or indicated in such drawings.

4.04 Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders with respect to subsurface conditions, other physical conditions and Underground Facilities, and possible changes in the Bidding Documents due to differing or unanticipated conditions appear in paragraphs 4.02, 4.03, and 4.04 of the General Conditions. Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders with respect to a Hazardous Environmental Condition at the Site, if any, and possible changes in the Contract

Documents due to any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in the Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work appear in paragraph 4.06 of the General Conditions.

4.05 Upon a request directed to the Purchasing Division ([purchasing@indianriver.gov](mailto:purchasing@indianriver.gov) or (772) 226-1416), OWNER will provide Bidder access to the Site to conduct such examinations, investigations, explorations, tests, and studies as Bidder deems necessary for submission of a Bid. Bidder shall fill all holes and clean up and restore the Site to its former condition upon completion of such explorations, investigations, tests, and studies.

4.06 "This paragraph has been deleted intentionally"

4.07 It is the responsibility of each Bidder before submitting a Bid to:

A. examine and carefully study the Bidding Documents, including any Addenda and the other related data identified in the Bidding Documents;

**B. VISIT THE SITE AND BECOME FAMILIAR WITH AND SATISFY BIDDER AS TO THE GENERAL, LOCAL, AND SITE CONDITIONS THAT MAY AFFECT COST, PROGRESS, AND PERFORMANCE OF THE WORK;**

C. become familiar with and satisfy Bidder as to all federal, state, and local Laws and Regulations that may affect cost, progress, or performance of the Work;

D. carefully study all reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in paragraph 4.02 of the General Conditions, and carefully study all reports and drawings of a Hazardous Environmental Condition, if any, at the Site which have been identified in the Supplementary Conditions as provided in paragraph 4.06 of the General Conditions;

E. obtain and carefully study (or assume responsibility for doing so) all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (overhead, surface, subsurface, and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents, and safety precautions and programs incident thereto;

F. agree at the time of submitting its Bid that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of its Bid for performance of the Work at the price bid and within the times and in accordance with the other terms and conditions of the Bidding Documents;

G. become aware of the general nature of the work to be performed by OWNER and others at the Site that relates to the Work as indicated in the Bidding Documents;

H. correlate the information known to Bidder, information and observations obtained from visits to the Site, reports and drawings identified in the Bidding Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Bidding Documents;

I. promptly give ENGINEER written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder discovers in the Bidding Documents and confirm that the written resolution thereof by ENGINEER is acceptable to Bidder; and

J. determine that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work.

4.08 The submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article 4, that without exception the Bid is premised upon performing and furnishing the Work required by the Bidding Documents and applying any specific means, methods, techniques, sequences, and procedures of construction that may be shown or indicated or expressly required by the Bidding Documents, that Bidder has given ENGINEER written notice of all conflicts, errors, ambiguities, and discrepancies that Bidder has discovered in the Bidding Documents and the written resolutions thereof by ENGINEER are acceptable to Bidder, and that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work.

## ARTICLE 5 - PRE-BID CONFERENCE

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5.01 The date, time, and location for the Pre-Bid conference, if any, is specified in the Advertisement for Bids. Representatives of OWNER and ENGINEER will be present to discuss the Project. Bidders are **HIGHLY ENCOURAGED** to attend and participate in the conference. ENGINEER will transmit to all prospective Bidders of record such Addenda as ENGINEER considers necessary in response to questions arising at the conference. Oral statements may not be relied upon and will not be binding or legally effective.

## ARTICLE 6 - SITE AND OTHER AREAS

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6.01 The Site is identified in the Bidding Documents. All additional lands and access thereto required for temporary construction facilities, construction equipment, or storage of materials and equipment to be incorporated in the Work are to be obtained and paid for by CONTRACTOR. Easements for permanent structures or permanent changes in existing facilities are to be obtained and paid for by OWNER unless otherwise provided in the Bidding Documents.

## ARTICLE 7 - INTERPRETATIONS AND ADDENDA

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7.01 CONE OF SILENCE. Potential bidders and their agents shall not communicate in any way with the Board of County Commissioners, County Administrator or any County staff other than Purchasing personnel in reference or relation to this solicitation. This restriction shall be effective from the time of bid advertisement until the Board of County Commissioners meets to authorize award. Such communication may result in disqualification.

7.02 All questions about the meaning or intent of the Bidding Documents are to be submitted to PURCHASING ([purchasing@indianriver.gov](mailto:purchasing@indianriver.gov)) in writing. Interpretations or clarifications considered necessary by ENGINEER in response to such questions will be issued by Addenda mailed or delivered to all parties through the Issuing Office as having received the Bidding Documents. Questions received less than ten days prior to the date for opening of Bids



may not be answered. Only questions answered by Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

7.03 Addenda may be issued to clarify, correct, or change the Bidding Documents as deemed advisable by OWNER or ENGINEER.

## ARTICLE 8 - BID SECURITY

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8.01 Each Bid must be accompanied by Bid Security made payable to OWNER in the amount of five percent of the Bidder's maximum base bid price and in the form of a certified check; cashier's check; or an AIA Document A310 Bid Bond issued by a surety meeting the requirements of Paragraph 5.01 of the General Conditions. The Bid Bond shall be executed by such sureties as are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. The Surety must be authorized to issue surety bonds in Florida. The Bidder shall require the attorney-in-fact who executes any Bond, to affix to each a current certified copy of their Power of Attorney, reflecting such person's authority as Power of Attorney in the State of Florida. Further, at the time of execution of the Contract, the Successful Bidder shall for all Bonds, provide a copy of the Surety's current valid Certificate of Authority issued by the United States Department of the Treasury under 31 United States Code sections 9304-9308. The Surety shall also meet the requirements of paragraphs 5.01 and 5.02 of the General Conditions.

8.02 The Bid security of the Successful Bidder will be retained until such Bidder has executed the Contract Documents, furnished the required contract security and met the other conditions of the Notice of Award, whereupon the Bid security will be returned. If the Successful Bidder fails to execute and deliver the Contract Documents and furnish the required contract security within 15 days after the Notice of Award, OWNER may annul the Notice of Award and the Bid security of that Bidder will be retained by the owner. The Bid Security of other Bidders whom OWNER believes to have a reasonable chance of receiving the award may be retained by OWNER until the earlier of seven days after the Effective Date of the Agreement or 91 days after the Bid opening, whereupon Bid Security furnished by such Bidders will be returned.

8.03 Bid Security of other Bidders whom OWNER believes do not have a reasonable chance of receiving the award will be returned within seven days after the Bid opening.

## ARTICLE 9 - CONTRACT TIMES

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9.01 The number of calendar days within which, or the dates by which, the Work is to be (a) Substantially Completed and (b) also completed and ready for final payment are set forth in the Agreement.

## ARTICLE 10 - LIQUIDATED DAMAGES

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10.01 Provisions for liquidated damages, if any, are set forth in the Agreement.

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## ARTICLE 11 - SUBSTITUTE AND "OR-EQUAL" ITEMS

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11.01 The Contract, if awarded, will be on the basis of materials and equipment specified or described in the Bidding Documents without consideration of possible substitute or "or-equal" items. Whenever it is specified or described in the Bidding Documents that a substitute or "or-equal" item of material or equipment may be furnished or used by CONTRACTOR if acceptable to ENGINEER, application for such acceptance will not be considered by ENGINEER until after the Effective Date of the Agreement. The procedure for submission of any such application by CONTRACTOR and consideration by ENGINEER is set forth in the General Conditions and may be supplemented in the General Requirements.

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## ARTICLE 12 - SUBCONTRACTORS, SUPPLIERS, AND OTHERS

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12.01 If the Supplementary Conditions require the identity of certain Subcontractors, Suppliers, individuals, or entities to be submitted to OWNER in advance of a specified date prior to the Effective Date of the Agreement, the apparent Successful Bidder, and any other Bidder so requested, shall within five days after Bid opening, submit to OWNER a list of all such Subcontractors, Suppliers, individuals, or entities proposed for those portions of the Work for which such identification is required. Such list shall be accompanied by an experience statement with pertinent information regarding similar projects and other evidence of qualification for each such Subcontractor, Supplier, individual, or entity if requested by OWNER. If OWNER or ENGINEER, after due investigation, has reasonable objection to any proposed Subcontractor, Supplier, individual, or entity, OWNER may, before the Notice of Award is given, request apparent Successful Bidder to submit a substitute, without an increase in the Bid.

12.02 If apparent Successful Bidder declines to make any such substitution, OWNER may award the Contract to the next lowest Bidder that proposes to use acceptable Subcontractors, Suppliers, individuals, or entities. Declining to make requested substitutions will not constitute grounds for forfeiture of the Bid security of any Bidder. Any Subcontractor, Supplier, individual, or entity so listed and against which OWNER or ENGINEER makes no written objection prior to the giving of the Notice of Award will be deemed acceptable to OWNER and ENGINEER subject to revocation of such acceptance after the Effective Date of the Agreement as provided in paragraph 6.06 of the General Conditions.

12.03 CONTRACTOR shall not be required to employ any Subcontractor, Supplier, individual, or entity against whom CONTRACTOR has reasonable objection.

12.04 CONTRACTOR shall not purchase equipment for State or Local ownership under a Florida Department of Transportation LAP project.

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## ARTICLE 13 - PREPARATION OF BID

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13.01 The Bid form is included with the Bidding Documents. Only the bid form provided by OWNER is acceptable (Bidders are not to recreate or modify the bid form). ***Bids not submitted on the bid form(s) shall be rejected, as will bids submitted on rewritten, recreated or modified bid forms.***

13.02 All blanks on the Bid form shall be completed by printing in ink or by typewriter and the Bid signed. A Bid price shall be indicated for each section, Bid item, alternative, adjustment unit price item, and unit price item listed therein, or the words "No Bid," "No Change," or "Not

Applicable" entered.

13.03 A Bid by a corporation shall be executed in the corporate name by the president or a vice-president or other corporate officer accompanied by evidence of authority to sign. The corporate seal shall be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation shall be shown below the signature.

13.04 A Bid by a partnership shall be executed in the partnership name and signed by a partner (whose title must appear under the signature), accompanied by evidence of authority to sign. The official address of the partnership shall be shown below the signature.

13.05 A Bid by a limited liability company shall be executed in the name of the firm by a member and accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm must be shown below the signature.

13.06 A Bid by an individual shall show the Bidder's name and official address.

13.07 A Bid by a joint venture shall be executed by each joint venturor in the manner indicated on the Bid form. The official address of the joint venture must be shown below the signature.

13.08 All names shall be typed or printed in ink below the signatures.

13.09 The Bid shall contain an acknowledgment of receipt of all Addenda, the numbers of which shall be filled in on the Bid form.

13.10 The address and telephone number for communications regarding the Bid shall be shown.

13.11 The Bid shall contain evidence of Bidder's authority and qualification to do business in the state where the Project is located or covenant to obtain such qualification prior to award of the Contract. Bidder's state contractor license number or county registration number for the state or county of the Project, if any, shall also be shown on the Bid form.

13.12 All supporting information requested in the Bid Form must be furnished. Do not leave any questions or requests unanswered.

13.13 In accordance with Florida Statutes Section 218.80, the "Public Bid Disclosure Act", Indian River County as OWNER is obligated to disclose all license, permit, impact, or inspection fees that are payable to Indian River County in connection with the construction of the Work by the accepted bidder. All permit, impact, or inspection fees payable to Indian River County in connection with the work on this County project will be paid by the CONTRACTOR, at the rates provided in appendix A.

13.14 CONTRACTOR shall furnish all labor, materials, equipment and incidentals necessary to perform additional work not covered on the Contract Drawings. The **FORCE ACCOUNT** is intended as a contingency for unforeseen work. Lump sum amount for **FORCE ACCOUNT** work is included in the bid schedule. The value of force account work will be determined in accordance with Article 12 of the General Conditions.

## ARTICLE 14 - BASIS OF BID; EVALUATION OF BIDS

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### 14.01 Unit Price

A. Bidders shall submit a Bid on a unit price basis for each item of Work listed in the Bid schedule. Omission of unit prices where required will result in disqualification of the bid.

B. The total of all estimated prices will be determined as the sum of the products of the estimated quantity of each item and the unit price Bid for the item. The final quantities and Contract Price will be determined in accordance with paragraph 11.03 of the General Conditions.

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

14.02 The Bid price shall include such amounts as the Bidder deems proper for overhead and profit on account of cash allowances, if any, named in the Contract Documents as provided in paragraph 11.02 of the General Conditions.

14.03 The Bidder's attention is called to the fact that any estimate of quantities of work to be done and materials to be furnished under the Specifications as shown on the Bid Schedule, or elsewhere, is approximate only and not guaranteed. The OWNER does not assume any responsibility that the final quantities shall remain in strict accordance with the estimated quantities, nor shall the Bidder plead misunderstanding or deception because of such estimate of quantities or of the character, location of the work, or other conditions pertaining thereto.

14.04 Per section 287.05701, Florida Statutes, as amended, OWNER may not request documentation of, or consider a Bidder's social, political, or ideological interests when determining if the Bidder is responsible, and may not give preference to a Bidder based on the Bidder's social, political, or ideological interests.

## ARTICLE 15 - SUBMITTAL OF BID

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15.01 The Bid form is to be completed and submitted with the Bid security and the following data:

- A. Sworn Statement under Section 105.08, Indian River County Code, on Disclosure of Relationships.
- B. Sworn Statement under the Florida Trench Safety Act.
- C. Qualifications Questionnaire.
- D. List of Subcontractors.
- E. Certification Regarding Prohibition Against Contracting with Scrutinized Companies

15.02 A Bid shall be submitted no later than the date and time prescribed and at the place indicated in the advertisement or invitation to Bid and shall be enclosed in an opaque sealed envelope plainly marked with the Project Title and Bid Number (and, if applicable, the designated portion of the

Project for which the Bid is submitted), Bid Number, the name and address of Bidder, and shall be accompanied by the Bid security and other required documents. If mail or other delivery system sends a Bid, the sealed envelope containing the Bid shall be enclosed in a separate envelope plainly marked on the outside with the notation "BID ENCLOSED." A mailed Bid shall be addressed to Indian River County, Purchasing Division, 1800 27<sup>th</sup> Street, Vero Beach, Florida, 32960.

#### ARTICLE 16 - MODIFICATION AND WITHDRAWAL OF BID

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16.01 A Bid may be modified or withdrawn by an appropriate document duly executed in the manner that a Bid must be executed and delivered to the place where Bids are to be submitted prior to the date and time for the opening of Bids.

16.02 If within 48 hours after Bids are opened any Bidder files a duly signed written notice with OWNER and promptly thereafter demonstrates to the reasonable satisfaction of OWNER that there was a material and substantial mistake in the preparation of its Bid, that Bidder may withdraw its Bid, and the Bid security will be returned. Thereafter, if the Work is rebid, that Bidder will be disqualified from further bidding on the Work.

#### ARTICLE 17 - OPENING OF BIDS

---

17.01 Bids will be opened at the time and place indicated in the advertisement or invitation to Bid and, unless obviously non-responsive, read aloud publicly. An abstract of the amounts of the base Bids and major alternates, if any, will be made available to Bidders after the opening of Bids.

#### ARTICLE 18 - BIDS TO REMAIN SUBJECT TO ACCEPTANCE

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18.01 All Bids will remain subject to acceptance for the period of time stated in the Bid Form, but OWNER may, in its sole discretion, release any Bid and return the Bid security prior to the end of this period.

#### ARTICLE 19 - AWARD OF CONTRACT

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19.01 OWNER reserves the right to reject any or all Bids, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional Bids. OWNER further reserves the right to reject the Bid of any Bidder whom it finds, after reasonable inquiry and evaluation, to be non-responsible. OWNER may also reject the Bid of any Bidder if OWNER believes that it would not be in the best interest of the Project to make an award to that Bidder. OWNER also reserves the right to waive all technicalities and informalities not involving price, time, or changes in the Work and to negotiate contract terms with the Successful Bidder. The County will not reimburse any Bidder for bid preparation costs. Owner reserves the right to cancel the award of any Contract at any time before the execution of such Contract by all parties without any liability to the Owner. For and in consideration of the Owner considering Bids submitted, the Bidder, by submitting its Bid, expressly waives any claim to damages, of any kind whatsoever, in the event the Owner exercises its right to cancel the award in accordance herewith.

19.02 More than one Bid for the same Work from an individual or entity under the same or different names will not be considered. Reasonable grounds for believing that any Bidder has an interest in more than one Bid for the Work may be cause for disqualification of that Bidder and the rejection of all Bids in which that Bidder has an interest.

19.03 In evaluating Bids, OWNER will consider whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices and other data, as may be requested in the Bid Form or prior to the Notice of Award.

19.04 In evaluating Bidders, OWNER will consider the qualifications of Bidders and may consider the qualifications and experience of Subcontractors, Suppliers, and other individuals or entities proposed for those portions of the Work for which the identity of Subcontractors, Suppliers, and other individuals or entities must be submitted as provided in the Supplementary Conditions.

19.05 OWNER may conduct such investigations as OWNER deems necessary to establish the responsibility, qualifications, and financial ability of Bidders, proposed Subcontractors, Suppliers, individuals, or entities to perform the Work in accordance with the Contract Documents.

19.06 If the Contract is to be awarded, OWNER will award the Contract to the Bidder whose Bid is in the best interests of the Project.

19.07 OWNER has no local ordinance or preferences, as set forth in FS 255.0991 (2) in place, therefore no preference prohibited by that section will be considered in the acceptance, review or award of this bid.

19.08 Bidders are hereby notified of the provisions of Section 287.05701, Florida Statutes, as amended, that the County will not request documentation of or consider a Bidder's social, political, or ideological interests when determining if the Bidder is responsible. Bidders are further notified that the County's governing body may not give preference to a Bidder based on the Bidder's social, political, or Ideological interests.

19.09 Any actual or prospective bidder or proposer who is aggrieved in connection with the bidding and/or selection process may protest to the OWNER's Purchasing Manager. The protest shall be submitted in writing to the Purchasing Manager within five (5) calendar days after the bidder or proposer knows or should have known of the facts giving rise to the protest.

19.10 The County will reject any bid that is unbalanced, if it is in the best interest of the County to do so. A bid will be considered unbalanced when, in the opinion of the Purchasing Manager, the bid allocates a disproportionate share of costs to the price of one or more bid items in order to reduce the costs to the price of another bid item or items, and if there is a reasonable possibility that the bid will not result in the lowest overall cost to the County.

19.11 CONTRACTOR certifies that it and its related entities as defined by Florida law are not on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725 of the Florida Statutes, and are not engaged in a boycott of Israel. In addition, if this agreement is for goods or services of one million dollars or more, CONTRACTOR certifies that it and its related entities as defined above by Florida law are not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473 of the Florida Statutes and are not engaged in business operations in Cuba or Syria.

OWNER may terminate this Contract if CONTRACTOR is found to have submitted a false certification as provided under section 287.135(5), Florida Statutes, been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities

in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria, as defined by section 287.135, Florida Statutes.

OWNER may terminate this Contract if CONTRACTOR, including all wholly owned subsidiaries, majority-owned subsidiaries, and parent companies, that exist for the purpose of making profit, is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel as set forth in section 215.4725, Florida Statutes.

Accordingly, firms responding to this solicitation shall return with their response an executed copy of the attached "Certification Regarding Prohibition Against Contracting With Scrutinized Companies." Failure to return this executed form with submitted bid/proposal/statement of qualifications will result in the response being deemed non-responsive and eliminated from consideration.

## ARTICLE 20 - CONTRACT SECURITY AND INSURANCE

---

20.01 Article 5 of the General Conditions, as may be modified by the Supplementary Conditions, sets forth OWNER's requirements as to Public Construction Bond and insurance. When the Successful Bidder delivers the executed Agreement to OWNER, it must be accompanied by the required insurance certificate(s) and Bond, unless the Bond has been waived due to the total contract being less than \$100,000.

## ARTICLE 21 - SIGNING OF AGREEMENT

---

21.01 When OWNER gives a Notice of Award to the Successful Bidder, it shall be accompanied by the required number of unsigned counterparts of the Agreement with the other Contract Documents which are identified in the Agreement as attached thereto. Within fifteen (15) days thereafter, Successful Bidder shall sign and deliver the required number of counterparts of the Agreement and attached documents to OWNER.

21.02 OWNER shall return one fully signed counterpart to Successful Bidder.

21.03 Should Bidder to whom the Contract has been awarded refuse or fail to complete the requirements of Article 21.01 above, the additional time in calendar days, required to correctly complete the documents will be deducted, in equal amount, from the Contract time. Or, the OWNER may elect to revoke the Award and the OWNER shall hold the Bid Bond for consequential damages incurred, and the Contract may be awarded as the OWNER desires.

**\*\* END OF SECTION \*\***

**SECTION 00300 – Bid Package Contents****THIS PACKAGE CONTAINS:**

<u>SECTION TITLE</u>	<u>SECTION NUMBER</u>
Bid Form	00310
Bid Bond	00430
Sworn Statement on Disclosure of Relationships	00452
Sworn Statement Under the Florida Trench Safety Act	00454
Qualifications Questionnaire	00456
List of Subcontractors	00458
Certification Regarding Prohibition Against Contracting with Scrutinized Companies	00460

**SUBMIT ONE (1) ORIGINAL AND ONE (1) COPY OF THIS COMPLETE PACKAGE WITH YOUR BID**

**\* \* END OF SECTION \* \***



**SECTION 00310 – Bid Form**

PROJECT IDENTIFICATION:

Project Name: **GIFFORD ELEVATED STORAGE TANK MODIFICATION AND REHABILITATION**

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County Project Number: **IRC-**

Bid Number: **2024047**

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Project Address: **4680 28th Ct**

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**Vero Beach, FL 32967**

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Project Description: ***The proposed project consists of work necessary to rehabilitate the 400,000-gallon multi-leg steel elevated potable water storage tank located in Indian River County, Florida, including the following: site preparation, selective demolition and replacement of corroded sway rods, hub rods and associated hardware, replacement of corroded horizontal members, gusset connections and associated hardware, reinforcement of horizontal members and gusset plates, reinforcement of ladder rungs and blockage of ladder access until repaired, removal of loose conduits and feedlines, coating of new metalwork and hardware, removal of damaged or corroded paint and re-coating and all accessory items to provide a complete and structurally sound system as outlined in these documents***

---

THIS BID IS SUBMITTED TO: INDIAN RIVER COUNTY  
 1800 27<sup>th</sup> Street  
 VERO BEACH, FLORIDA 32960

**1.01** The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with OWNER in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

**2.01** Bidder accepts all of the terms and conditions of the Advertisement or Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. The Bid will remain subject to acceptance for 90 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of OWNER.

**3.01** In submitting this Bid, Bidder represents, as set forth in the Agreement, that:

A. Bidder has examined and carefully studied the Bidding Documents, the other related data identified in the Bidding Documents, and the following Addenda, receipt of all which is hereby acknowledged.

<u>Addendum Date</u>	<u>Addendum Number</u>
_____	_____
_____	_____
_____	_____
_____	_____

B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local and Site conditions that may affect cost, progress, and performance of the Work.

C. Bidder is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress and performance of the Work.

D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in paragraph 4.02 of the General Conditions, and (2) reports and drawings of a Hazardous Environmental Condition, if any, which have been identified in the Supplementary Conditions as provided in paragraph 4.06 of the General Conditions.

E. Bidder has obtained and carefully studied (or assumes responsibility for having done so) all additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents to be employed by Bidder, and safety precautions and programs incident thereto.

F. Bidder does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times and in accordance with the other terms and conditions of the Bidding Documents.

G. Bidder is aware of the general nature of work to be performed by OWNER and others at the Site that relates to the Work as indicated in the Bidding Documents.

H. Bidder has correlated the information known to Bidder, information and observations obtained from visits to the Site, reports and drawings identified in the Bidding Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Bidding Documents.

I. Bidder has given ENGINEER written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by ENGINEER is acceptable to Bidder.

J. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.

**4.01** Bidder further represents that this Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any individual or entity to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over OWNER.

[The remainder of page intentionally left blank]

**Gifford Elevated Storage Tank Modification and Rehabilitation  
Itemized Bid Schedule**

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

<b>PHASE 1 (Base Bid)</b>					
<b>BID ITEM</b>	<b>ITEM OF WORK</b>	<b>QUANTITY</b>	<b>UNIT</b>	<b>UNIT COST</b>	<b>TOTAL</b>
0.1	Mob/Demob.	1	LS	\$	\$
0.2	Bonds and Insurance	1	LS	\$	\$
1	Contractor Pre-Modification Inspection	1	LS	\$	\$
2	Replace Sway Rod and Associated Hardware	1	LS	\$	\$
3	Replace Horizontal Strut and Associated Hardware	1	LS	\$	\$
4	Replace Hub Rods and Associated Hardware	1	LS	\$	\$
5	Replace Sway Rod Pin	1	LS	\$	\$
6	Replace Horizontal Strut Termination Bolts	1	LS	\$	\$
7	Install Ballast Material Into Tank Shell	1	LS	\$	\$
8.1	Retighten Safety Climb and Install Wire Clips	1	LS	\$	\$
8.2	Replace Tank Shell Ladder System	1	LS	\$	\$
9	Contractor Post-Modification Inspection	1	LS	\$	\$
<b>SUBTOTAL (BASE BID):</b>					<b>\$</b>
<b>PHASE 2 (Additive Alternate Bid)</b>					
<b>BID ITEM</b>	<b>ITEM OF WORK</b>	<b>QUANTITY</b>	<b>UNIT</b>	<b>UNIT COST</b>	<b>TOTAL</b>
10	Sand-Blast and Re-Coat Entire Tank Structure	1	LS	\$	\$
<b>SUBTOTAL (BASE BID + ADD ALT):</b>					<b>\$</b>
<b>FORCE ACCOUNT</b>					<b>\$93,200.00</b>
<b>TOTAL BID WITH ADDITIVE ALTERNATE (BASE BID + ADD ALT + FORCE ACCOUNT):</b>					<b>\$</b>

**TOTAL BID WITH ADDITIVE ALTERNATE (IN WORDS):** \_\_\_\_\_

[THE REMAINDER OF THIS PAGE IS LEFT BLANK INTENTIONALLY]

**5.01** Bidder shall complete the Work in accordance with the Contract Documents for the price(s) contained in the Bid Schedule:

- A. The Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. Discrepancies between words and figures will be resolved in favor of the words.
- B. The Owner reserves the right to omit or add to the construction of any portion or portions of the work heretofore enumerated or shown on the plans. Furthermore, the Owner reserves the right to omit in its entirety any one or more items of the Contract without forfeiture of Contract or claims for loss of anticipated profits or any claims by the Contractor on account of such omissions.
- C. Bidder acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Bid items will be based on actual quantities provided. The quantities actually required to complete the contract and work may be less or more than so estimated, and, if so, no action for damages or for loss of profits shall accrue to the Contractor by reason thereof.
- D. Unit Prices have been computed in accordance with paragraph 11.03.B of the General Conditions.

**6.01** Bidder agrees that the Work will be substantially completed and ready for final payment in accordance with paragraph 14.07.B of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.

**6.02** Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work within the times specified, which shall be stated in the Agreement.

**7.01** The following documents are attached to and made a condition of this Bid:

- A. Itemized Bid Schedule;
- B. Required Bid security in the form of \_\_\_\_\_;
- C. Sworn Statement under Section 105.08, Indian River Code, on Disclosure of Relationships;
- D. Sworn Statement Under the Florida Trench Safety Act;
- E. Qualifications Questionnaire;
- F. List of Subcontractors;
- G. Certification Regarding Prohibition Against Contracting with Scrutinized Companies

8.01 The terms used in this Bid with initial capital letters have the meanings indicated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

SUBMITTED on \_\_\_\_\_, 20\_\_.

State Contractor License No. \_\_\_\_\_

If Bidder is:

**An Individual**

Name (typed or printed): \_\_\_\_\_

By: \_\_\_\_\_ (SEAL)  
*(Individual's signature)*

Doing business as: \_\_\_\_\_

Business address: \_\_\_\_\_

Phone No.: \_\_\_\_\_ FAX No.: \_\_\_\_\_

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

**A Partnership**

Partnership Name: \_\_\_\_\_ (SEAL)

By: \_\_\_\_\_  
*(Signature of general partner -- attach evidence of authority to sign)*

Name (typed or printed): \_\_\_\_\_

Business address: \_\_\_\_\_

Phone No.: \_\_\_\_\_ FAX No.: \_\_\_\_\_

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

**A Corporation**

Corporation Name: \_\_\_\_\_ (SEAL)

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

Type (General Business, Professional, Service, Limited Liability): \_\_\_\_\_

By: \_\_\_\_\_  
*(Signature -- attach evidence of authority to sign)*

Name (typed or printed): \_\_\_\_\_

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

(CORPORATE SEAL)

Attest \_\_\_\_\_  
*(Signature of Corporate Secretary)*

Business address: \_\_\_\_\_

Phone No.: \_\_\_\_\_ FAX No.: \_\_\_\_\_

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

Date of Qualification to do business is \_\_\_\_\_.

**A Joint Venture**

Joint Venture Name: \_\_\_\_\_

(SEAL)

By: \_\_\_\_\_  
*(Signature of joint venture partner -- attach evidence of authority to sign)*

Name (typed or printed): \_\_\_\_\_

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

Business address: \_\_\_\_\_

Phone No.: \_\_\_\_\_ FAX No.: \_\_\_\_\_

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

Joint Venture Name: \_\_\_\_\_

(SEAL)

By: \_\_\_\_\_  
*(Signature -- attach evidence of authority to sign)*

Name (typed or printed): \_\_\_\_\_

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

Business address: \_\_\_\_\_

Phone No.: \_\_\_\_\_ FAX No.: \_\_\_\_\_

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

Phone and FAX Number, and Address for receipt of official communications:

\_\_\_\_\_

\_\_\_\_\_

(Each joint venturor must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.)

**\*\* END OF SECTION \*\***

**SECTION 00430 – Bid Bond**  
**AIA DOCUMENT A310 BID BOND**

The Contractor shall use the document form entitled “AIA Document A310 Bid Bond.”

END OF SECTION

**SECTION 00452 – Sworn Statement on Disclosure of Relationships**

**SWORN STATEMENT UNDER SECTION 105.08, INDIAN RIVER COUNTY CODE, ON DISCLOSURE OF RELATIONSHIPS**

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

1. This sworn statement MUST be submitted with Bid, Proposal or Contract No. 2024047  
for Gifford Elevated Storage Tank Modification & Rehabilitation

2. This sworn statement is submitted by: \_\_\_\_\_

\_\_\_\_\_

(Name of entity submitting Statement)

whose business address is:

\_\_\_\_\_

3. My name is \_\_\_\_\_  
(Please print name of individual signing)

and my relationship to the entity named above is \_\_\_\_\_

4. I understand that an “affiliate” as defined in Section 105.08, Indian River County Code, means:

The term “affiliate” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of the entity.

5. I understand that the relationship with a County Commissioner or County employee that must be disclosed as follows:

Father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, daughter-in-law, son-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half brother, half sister, grandparent, or grandchild.

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

\_\_\_\_\_ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, have any relationships as defined in section 105.08, Indian River County Code, with any County Commissioner or County employee.



\_\_\_\_\_The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents, who are active in management of the entity have the following relationships with a County Commissioner or County employee:

Name of Affiliate or entity	Name of County Commissioner or employee	Relationship
_____	_____	_____
_____	_____	_____
_____	_____	_____

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

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

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

Sworn to (or affirmed) and subscribed before me by means of  physical presence or  online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_ (name of person making statement).

\_\_\_\_\_  
(Signature of Notary Public - State of Florida)  
(Print, Type, or Stamp Commissioned Name of Notary Public)

who is personally known to me or  who has produced \_\_\_\_\_ as identification.

**\* \* END OF SECTION \* \***

**SECTION 00454 – Sworn Statement Under the Florida Trench Safety Act**

**THIS FORM MUST BE SIGNED BY THE BIDDER WHO WILL BE RESPONSIBLE FOR THE EXCAVATION WORK ("BIDDER"), OR ITS AUTHORIZED REPRESENTATIVE, IN THE PRESENCE OF A NOTARY PUBLIC AUTHORIZED TO ADMINISTER OATHS.**

1. This Sworn Statement is submitted with Project No. IRC-13.23.538 for Gifford Elevated Storage Tank Modification & Rehabilitation

2. This Sworn Statement is submitted by \_\_\_\_\_  
(Legal Name of Entity Submitting Sworn Statement), hereinafter "BIDDER". The BIDDER's address is \_\_\_\_\_  
BIDDER's Federal Employer Identification Number (FEIN) is \_\_\_\_\_.

3. My name is \_\_\_\_\_ and my relationship to the BIDDER is \_\_\_\_\_  
(Print Name of Individual Signing) (Position or Title)

I certify, through my signature at the end of this Sworn Statement, that I am an authorized representative of the BIDDER.

4. The Trench Safety Standards that will be in effect during the construction of this Project are contained within the Trench Safety Act, Section 553.60 et.seq. Florida Statutes and refer to the applicable Florida Statute(s) and/or OSHA Regulation(s) and include the "effective date" in the citation(s). Reference to and compliance with the applicable Florida Statute(s) and OSHA Regulation(s) is the complete and sole responsibility of the BIDDER. Such reference will not be checked by OWNER or ENGINEER and they shall have no responsibility to review or check the BIDDER's compliance with the Trench Safety Standards.

5. The BIDDER assures the OWNER that it will comply with the applicable Trench Safety Standards.

6. The BIDDER has allocated and included in its bid the total amount of \$ \_\_\_\_\_, based on the linear feet of trench to be excavated over five (5) feet deep, for compliance with the applicable Trench Safety Standards, and intends to comply with said standards by instituting the following specific method(s) of compliance on this Project: \_\_\_\_\_

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

The determination of the appropriate method(s) of compliance is the complete and sole responsibility of the BIDDER. Such methods will not be checked by the OWNER or ENGINEER for accuracy, completeness, or any other purpose. The OWNER and ENGINEER shall have no responsibility to review or check the BIDDER's compliance with the Trench Safety Standards.

7. The BIDDER has allocated and included in its bid the total amount of \$ \_\_\_\_\_ based on the square feet of shoring to be used for compliance with shoring safety requirements and intends to comply with said shoring requirements by instituting the following specific method(s) of compliance on this Project: \_\_\_\_\_

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

The determination of the appropriate method(s) of compliance is the complete and sole responsibility of the BIDDER. Such methods will not be checked by the OWNER or ENGINEER for accuracy, completeness or any other purpose. The OWNER and ENGINEER shall have no responsibility to review or check the BIDDER's compliance with the Trench Safety Standards.

- 8. The BIDDER, in submitting this bid, represents that it has obtained and considered all available geotechnical information, has utilized said geotechnical information and that, based on such information and the BIDDER's own information, the BIDDER has sufficient knowledge of the Project's surface and subsurface site conditions and characteristics to assure BIDDER's compliance with the applicable Trench Safety Standards in designing the trench safety system(s) for the Project.

BIDDER: \_\_\_\_\_

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

Position or Title: \_\_\_\_\_

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

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

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

Sworn to (or affirmed) and subscribed before me by means of  physical presence or  online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_

\_\_\_\_\_  
(name of person making statement).

\_\_\_\_\_  
(Signature of Notary Public - State of Florida)  
(Print, Type, or Stamp Commissioned Name of Notary Public)

who is personally known to me or  who has produced \_\_\_\_\_ as identification.

**\*\* END OF SECTION \*\***

**SECTION 00456 – Qualifications Questionnaire**

NOTICE: THE OWNER RETAINS THE DISCRETION TO REJECT THE BIDS OF NON-RESPONSIBLE BIDDERS.

**Documentation Submitted with Project No: Bid 2024047**

**Project Name: Gifford Elevated Storage Tank Modification & Rehabilitation**

1. Bidder’s Name / Address: \_\_\_\_\_  
\_\_\_\_\_
  
2. Bidder’s Telephone & FAX Numbers: \_\_\_\_\_  
\_\_\_\_\_
  
3. Licensing and Corporate Status:
  - a. Is Contractor License current? \_\_\_\_\_
  - b. Bidder’s Contractor License No: \_\_\_\_\_  
[Attach a copy of Contractor’s License to the bid]
  - c. Attach documentation from the State of Florida Division of Corporations that indicates the business entity’s status is active and that lists the names and titles of all officers.
  
4. Number of years the firm has performed business as a Contractor in construction work of the type involved in this contract: \_\_\_\_\_
  
5. What is the last project OF THIS NATURE that the firm has completed?  
\_\_\_\_\_  
\_\_\_\_\_
  
6. Has the firm ever failed to complete work awarded to you? \_\_\_\_\_  
  
[If your answer is “yes”, then attach a separate page to this questionnaire that explains the circumstances and list the project name, Owner, and the Owner’s telephone number for each project in which the firm failed to complete the work.]
  
7. Has the firm ever been assessed liquidated damages? \_\_\_\_\_  
  
[If your answer is “yes”, then attach a separate page to this questionnaire that explains the circumstances and list the project name, Owner, and the Owner’s telephone number for each project in which liquidated damages have been assessed.]
  
8. Has the firm ever been charged by OSHA for violating any OSHA regulations? \_\_\_\_\_  
  
[If your answer is “yes”, then attach a separate page to this questionnaire that explains the circumstances and list the project name, Owner, and the Owner’s telephone number for each project in which OSHA violations were alleged.]
  
9. Has the firm implemented a drug-free workplace program in compliance with Florida Statute 287.087? \_\_\_\_\_  
  
(In the case of a tie, preference will be given to businesses with drug-free workplace programs)

10. Has the firm ever been charged with noncompliance of any public policy or rules?  
\_\_\_\_\_

[If your answer is “yes”, then attach a separate page to this questionnaire that explains the circumstances and list the project name, Owner, and the Owner’s telephone number for each project.]

11. Attach to this questionnaire, a notarized financial statement and other information that documents the firm’s financial strength and history.

12. Has the firm ever defaulted on any of its projects? \_\_\_\_\_

[If your answer is “yes”, then attach a separate page to this questionnaire that explains the circumstances and list the project name, Owner, and the Owner’s telephone number for each project in which a default occurred.]

13. Attach a separate page to this questionnaire that summarizes the firm’s current workload and that demonstrates its ability to meet the project schedule.

14. Name of person who inspected the site of the proposed work for the firm:

Name: \_\_\_\_\_ Date of Inspections: \_\_\_\_\_

15. Name of on-site Project Foreman: \_\_\_\_\_

Number of years of experience with similar projects as a Project Foreman: \_\_\_\_\_

16. Name of Project Manager: \_\_\_\_\_

Number of years of experience with similar projects as a Project Manager: \_\_\_\_\_

17. State your total bonding capacity: \_\_\_\_\_

18. State your bonding capacity per job: \_\_\_\_\_

19. Please provide name, address, telephone number, and contact person of your bonding company:

---

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[The remainder of this page was left blank intentionally]

19. Complete the following table for SIMILAR projects:

<b>Name of Project</b>	<b>Date Completed</b>	<b>Owner</b>	<b>Contact Person: Name/ Email Address/Phone</b>	<b>Original Contract Amount</b>	<b>Final Contract Amount</b>

**SECTION 00458 – List of Subcontractors**

The Bidder **MUST** list below the name and address of each Subcontractor who will perform work under this Contract in excess of one-half percent of the total bid price, and shall also list the portion of the work which will be done by such Subcontractor. After the opening of Bids, additions, changes or substitutions will not be allowed unless approved by Indian River County after a request for such a change has been submitted in writing by the Contractor, which shall include reasons for such request. Subcontractors must be properly licensed and hold a valid Certificate of Competency.

Documentation Submitted with Project No. **IRC-13.23.538** for **Gifford Elevated Storage Tank Modification & Rehabilitation**

	<b>Work to be Performed</b>	<b>Subcontractor's Name/Address</b>	<b>Portion of Work (%)</b>
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			
11.			
12.			
13.			
14.			

Note: Attach additional sheets if required.

**\*\* END OF SECTION \*\***

**SECTION 00460 – CERTIFICATION REGARDING PROHIBITION AGAINST CONTRACTING WITH SCRUTINIZED COMPANIES**

I hereby certify that neither the undersigned entity, nor any of its wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of such entities or business associations, that exists for the purpose of making profit have been placed on the Scrutinized Companies that Boycott Israel List created pursuant to s. 215.4725 of the Florida Statutes, or are engaged in a boycott of Israel.

In addition, if this solicitation is for a contract for goods or services of one million dollars or more, I hereby certify that neither the undersigned entity, nor any of its wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of such entities or business associations, that exists for the purpose of making profit are on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473 of the Florida Statutes, or are engaged in business operations in Cuba or Syria as defined in said statute.

I understand and agree that the County may immediately terminate any contract resulting from this solicitation upon written notice if the undersigned entity (or any of those related entities of respondent as defined above by Florida law) are found to have submitted a false certification or any of the following occur with respect to the company or a related entity: (i) it has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, or (ii) for any contract for goods or services of one million dollars or more, it has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or it is found to have been engaged in business operations in Cuba or Syria.

Name of Respondent: \_\_\_\_\_

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

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

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



**BOARD OF COUNTY COMMISSIONERS**



Month xx, 2024

via Email

Company

**Attn:**

Address

Address

Email address

**NOTICE OF AWARD**

**Reference:** Indian River County Bid No. 2024047  
**Project Name:** Gifford Elevated Storage Tank Modification & Rehabilitation

Dear Mr./Ms. :

It is my pleasure to inform you that on [DATE] the Board of County Commissioners awarded the above-referenced project to your company. The following documents are required before the applicable County department can issue a "Notice to Proceed" letter.

1. Public Construction Bond (unrecorded) in the amount of **100%** of the award amount (\$.....).
2. Two Signed Copies of Enclosed Agreement.
3. Certificate of Insurance indicating coverage required by Article 5 of the General Conditions (section 00700 of the bid documents) and Supplemental Conditions (Section 00800 of the bid documents). Certificate(s) **must name Indian River County as additional insured** and must provide for a 30-day Notice of Cancellation.
4. W-9.

The Public Construction Bond must be executed in accordance with section 255.05(1)(a), Florida Statutes. Please submit the Bond, W-9, the Certificate(s) of Insurance and two fully-executed copies of the enclosed agreement to this office at the address provided below no later than [Due **DATE (15 days from award)**]. Failure to comply with the established deadline for submittal of required documents may be grounds for cancellation of award.

Thank you for your prompt attention and if you have any questions, please do not hesitate to contact our office.

Sincerely,

Jennifer Hyde, NIGP-CPP, CPPO  
Purchasing Manager

cc: Utilities Department

**Office of Management and Budget • Purchasing Division**  
**1800 27<sup>th</sup> Street, Vero Beach, Florida 32960•(772) 226-1416**  
**E-mail: [purchasing@ircgov.com](mailto:purchasing@ircgov.com)**

Notice of Award - 00510-1

**SECTION 00520 Agreement**

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[The Remainder of THIS Page WAS LEFT BLANK INTENTIONALLY]

## SECTION 00520 Agreement

**THIS AGREEMENT** is by and between INDIAN RIVER COUNTY, a Political Subdivision of the State of Florida organized and existing under the Laws of the State of Florida, (hereinafter called OWNER)

and \_\_\_\_\_  
(hereinafter called CONTRACTOR).

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

### **ARTICLE 1 - WORK**

1.01 CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

***PROJECT DESCRIPTION: The proposed project consists of work necessary to rehabilitate the 400,000-gallon multi-leg steel elevated potable water storage tank located in Indian River County, Florida, including the following: site preparation, selective demolition and replacement of corroded sway rods, hub rods and associated hardware, replacement of corroded horizontal members, gusset connections and associated hardware, reinforcement of horizontal members and gusset plates, reinforcement of ladder rungs and blockage of ladder access until repaired, removal of loose conduits and feedlines, coating of new metalwork and hardware, removal of damaged or corroded paint and re-coating and all accessory items to provide a complete and structurally sound system as outlined in these documents.***

### **ARTICLE 2 - THE PROJECT**

2.01 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

Project Name: **Gifford Elevated Storage Tank Modification & Rehabilitation**  
County Project Number: **IRC-13.23.538**  
Bid Number: **2024047**  
Project Address: **4680 28<sup>th</sup> Court, Vero Beach, FL 32967**

### **ARTICLE 3 - ENGINEER**

3.01 The Indian River County IRC Dept of Utility Services designated engineer or engineering representative is hereinafter called the ENGINEER and will act as OWNER's representative, assume all duties and responsibilities, and have the rights and authority assigned to ENGINEER in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

### **ARTICLE 4 - CONTRACT TIMES**

4.01 *Time of the Essence*

- A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Days to Achieve Substantial Completion, Final Completion and Final Payment*

- A. The Work will be substantially completed on or before the **90th** calendar day after the date when the Contract Times commence to run as provided in paragraph 2.03 of the General Conditions, and completed and ready for final payment in accordance with paragraph 14.07 of the General Conditions on or before the **120th** calendar day after the date when the Contract Times commence to run.

\*\*\*\*\*

4.03 *Liquidated Damages*

- A. CONTRACTOR and OWNER 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 paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. Liquidated damages will commence for this portion of work. The parties also recognize the delays, expense, and difficulties involved in proving in a legal proceeding 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 **\$1,694.00** for each calendar day that expires after the time specified in paragraph 4.02 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 Contract Time or any proper extension thereof granted by OWNER, CONTRACTOR shall pay OWNER **\$1,694.00** for each calendar day that expires after the time specified in paragraph 4.02 for completion and readiness for final payment until the Work is completed and ready for final payment.

**ARTICLE 5 - CONTRACT PRICE**

5.01 OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents, an amount in current funds equal to the sum of the amounts determined pursuant to paragraph 5.01.A and summarized in paragraph 5.01.B, below:

- A. For all Work, at the prices stated in CONTRACTOR's Bid, attached hereto as an exhibit.
- B. THE CONTRACT SUM subject to additions and deductions provided in the Contract:

Numerical Amount: \$ \_\_\_\_\_

Written Amount: \_\_\_\_\_

**ARTICLE 6 - PAYMENT PROCEDURES**

6.01 *Submittal and Processing of Payments*

- A. CONTRACTOR shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by ENGINEER as provided in the General Conditions and the Contract Documents.

#### 6.02 *Progress Payments.*

- A. The OWNER shall make progress payments to the CONTRACTOR on the basis of the approved partial payment request as recommended by ENGINEER in accordance with the provisions of the Local Government Prompt Payment Act, Florida Statutes section 218.70 et. seq. The OWNER shall retain five percent (5%) of the payment amounts due to the CONTRACTOR until substantial completion of all work to be performed by CONTRACTOR under the Contract Documents.
- B. For construction projects less than \$10 million, at the time the OWNER is in receipt of the Certificate of Substantial Completion, the OWNER shall have 30 calendar days to provide a list to the CONTRACTOR of items to be completed and the estimated cost to complete each item on the list. OWNER and CONTRACTOR agree that the CONTRACTOR'S itemized bid shall serve as the basis for determining the cost of each item on the list. For projects in excess of \$10 million, OWNER shall have up to 45 calendar days following receipt of Certificate of Substantial Completion of the project to provide CONTRACTOR with said list.
- C. Payment of Retainage - Within 20 business days following the creation of the list, OWNER shall pay CONTRACTOR the remaining contract balance including all retainage previously withheld by OWNER except for an amount equal to 150% of the estimated cost to complete all of the items on the list. Upon completion of all items on the list, the CONTRACTOR may submit a payment request for the amount of the 150% retainage held by the OWNER. If a good faith dispute exists as to whether one or more of the items have been finished, the OWNER may continue to withhold the 150% of the total cost to complete such items. The OWNER shall provide CONTRACTOR written reasons for disputing completion of the list.

#### 6.03 *Pay Requests.*

- A. Each request for a progress payment shall be submitted on the application provided by OWNER and the application for payment shall contain the CONTRACTOR'S certification. All progress payments will be on the basis of progress of the work measured by the schedule of values established, or in the case of unit price work based on the number of units completed.

#### 6.04 *Paragraphs 6.02 and 6.03*

do not apply to construction services work purchased by the County as OWNER which are paid for, in whole or in part, with federal funds and are subject to federal grantor laws and regulations or requirements that are contrary to any provision of the Local Government Prompt Payment Act. In such event, payment and retainage provisions shall be governed by the applicable grant requirements and guidelines.

#### 6.05 *Acceptance of Final Payment as Release.*

- A. The acceptance by the CONTRACTOR of final payment shall be and shall operate as a release to the OWNER from all claims and all liability to the CONTRACTOR other than claims in stated amounts as may be specifically excepted by the

CONTRACTOR for all things done or furnished in connection with the work under this Contract and for every act and neglect of the OWNER and others relating to or arising out of the work. Any payment, however, final or otherwise, shall not release the CONTRACTOR or its sureties from any obligations under the Contract Documents or the Public Construction Bond.

## **ARTICLE 7 - INDEMNIFICATION**

7.01 CONTRACTOR shall indemnify OWNER, ENGINEER, and others in accordance with paragraph 6.20 (*Indemnification*) of the General Conditions to the Construction Contract.

## **ARTICLE 8 - CONTRACTOR'S REPRESENTATIONS**

8.01 In order to induce OWNER to enter into this Agreement CONTRACTOR makes the following representations:

- A. CONTRACTOR has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.
- B. CONTRACTOR has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. CONTRACTOR is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. CONTRACTOR has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in paragraph 4.02 of the General Conditions and (2) reports and drawings of a Hazardous Environmental Condition, if any, at the Site which have been identified in the Supplementary Conditions as provided in paragraph 4.06 of the General Conditions.
- E. CONTRACTOR has obtained and carefully studied (or assumes responsibility for having done so) all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by CONTRACTOR, including applying the specific means, methods, techniques, sequences, and procedures of construction, if any, expressly required by the Contract Documents to be employed by CONTRACTOR, and safety precautions and programs incident thereto
- F. CONTRACTOR does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.
- G. CONTRACTOR is aware of the general nature of work to be performed by OWNER and others at the Site that relates to the Work as indicated in the Contract Documents.

- H. CONTRACTOR has correlated the information known to CONTRACTOR, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.
- I. CONTRACTOR has given ENGINEER written notice of all conflicts, errors, ambiguities, or discrepancies that CONTRACTOR has discovered in the Contract Documents, and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.
- J. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- K. CONTRACTOR is registered with and will use the Department of un Security's E-Verify system ([www.e-verify.gov](http://www.e-verify.gov)) to confirm the employment eligibility of all newly hired employees for the duration of this agreement, as required by Section 448.095, F.S. CONTRACTOR is also responsible for obtaining an affidavit from all subcontractors, as required in Section 448.095(5)(b), F.S., stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien.

## **ARTICLE 9 - CONTRACT DOCUMENTS**

### 9.01 *Contents*

- A. The Contract Documents consist of the following:
  - 1. This Agreement (pages 00520-1 to 00520-10, inclusive);
  - 2. Notice to Proceed (page 00550-1);
  - 3. Public Construction Bond (pages 00610-1 to 00610-3, inclusive);
  - 4. Sample Certificate of Liability Insurance (page 00620-1);
  - 5. Contractor's Application for Payment (pages 00622-1 to 00622-6 inclusive);
  - 6. Certificate of Substantial Completion (pages 00630-1 to 00630-2, inclusive);
  - 7. Contractor's Final Certification of the Work (pages 00632-1 to 00632-2, inclusive);
  - 8. Professional Surveyor & Mapper's Certification as to Elevations and Locations of the Work (page 00634-1);
  - 9. General Conditions (pages 00700-1 to 00700-38, inclusive);
  - 10. Supplementary Conditions (pages 00800-1 to 00800-12, inclusive);
  - 11. Specifications as listed in Division 1 (General Requirements) and Division 2 (Technical Provisions);
  - 12. Drawings consisting of a title sheet (T-1), and sheets numbered-1 through N-2, and S-1 through S-5 inclusive, with each sheet bearing the following general title: GIFFORD WT;
  - 13. Addenda (if applicable \_\_\_\_\_);

14. Appendices to this Agreement (enumerated as follows):

Appendix A – Schedule of Permit Fees

15. CONTRACTOR'S BID;

16. Bid Bond (page 00430-1);

17. Sworn Statement Under Section 105.08, Indian River County Code, on Disclosure of Relationships (pages 00452-1 to 00452-2, inclusive);

18. Sworn Statement Under the Florida Trench Safety Act (pages 00454-1 to 00454-2, inclusive);

19. Qualifications Questionnaire (page 00456-1 to 00456-2, inclusive);

20. List of Subcontractors (page 00458-1);

21. Certification Regarding Prohibition Against Contracting with Scrutinized Companies (page 00460-1);

22. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:

- a) Written Amendments;
- b) Work Change Directives;
- c) Change Order(s);

## **ARTICLE 10 - MISCELLANEOUS**

### 10.01 *Terms*

A. Terms used in this Agreement will have the meanings indicated in the General Conditions.

### 10.02 *Assignment of Contract*

A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

### 10.03 *Successors and Assigns*

A. OWNER and CONTRACTOR each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal



representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

#### 10.04 *Severability*

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and CONTRACTOR, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

#### 10.05 *Venue*

- A. This Contract shall be governed by the laws of the State of Florida. Venue for any lawsuit brought by either party against the other party or otherwise arising out of this Contract shall be in Indian River County, Florida, or, in the event of a federal jurisdiction, in the United States District Court for the Southern District of Florida.

#### 10.06 *Public Records Compliance*

- A. Indian River County is a public agency subject to Chapter 119, Florida Statutes. The CONTRACTOR shall comply with Florida's Public Records Law. Specifically, the CONTRACTOR shall:

- (1) Keep and maintain public records required by the County to perform the service.
- (2) Upon request from the County's Custodian of Public Records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law.
- (3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the County.
- (4) Upon completion of the contract, transfer, at no cost, to the County all public records in possession of the CONTRACTOR or keep and maintain public records required by the County to perform the service. If the CONTRACTOR transfers all public records to the County upon completion of the contract, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONTRACTOR keeps and maintains public records upon completion of the contract, the CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the Custodian of Public Records, in a format that is compatible with the information technology systems of the County.

**B. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO**

**THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS  
AT:**

**(772) 226-1424  
publicrecords@indianriver.gov  
Indian River County Office of the County Attorney  
1801 27th Street  
Vero Beach, FL 32960**

C. Failure of the Contractor to comply with these requirements shall be a material breach of this Agreement.

[The remainder of this page was left blank intentionally]

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement in duplicate. One counterpart each has been delivered to OWNER and CONTRACTOR. All portions of the Contract Documents have been signed or identified by OWNER and CONTRACTOR or on their behalf.

This Agreement will be effective on \_\_\_\_\_ day \_\_\_\_\_ of 20\_\_\_\_ (the date the Contract is approved by the Indian River County Board of County Commissioners, which is the Effective Date of the Agreement).

**OWNER:**

**CONTRACTOR:**

INDIAN RIVER COUNTY \_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_  
Susan Adams, Chairman

By: \_\_\_\_\_  
(Contractor)

By: \_\_\_\_\_  
John A. Titkanich, Jr., County Administrator

(CORPORATE SEAL)

Attest \_\_\_\_\_

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

By: \_\_\_\_\_  
William K. DeBaal, County Attorney

Address for giving notices:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Ryan L. Butler, Clerk of Court and Comptroller

License No. \_\_\_\_\_  
(Where applicable)

Attest: \_\_\_\_\_  
Deputy Clerk

Agent for service of process: \_\_\_\_\_

(SEAL)

Designated Representative:  
Howard Richards  
Manager – Capital Projects  
1801 27th Street  
Vero Beach, Florida 32960  
(772) 226-1821  
Facsimile: (772) 226-1371

Designated Representative:  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Phone: \_\_\_\_\_  
Facsimile: \_\_\_\_\_

(If CONTRACTOR is a corporation or a partnership, attach evidence of authority to sign.)

**\*\* END OF SECTION \*\***

**SECTION 00550 – Notice to Proceed**

Dated

TO:

\_\_\_\_\_  
(BIDDER)

ADDRESS:

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

Contract For:

**Gifford Elevated Storage Tank Modification & Rehabilitation**

(Insert name of Contract as it appears in the Contract Documents)

Project No: **IRC-13.23.538**

IRC Bid No. **2024047**

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

You are notified that the Contract Times under the above contract will commence to run on \_\_\_\_\_. By that date, you are to start performing your obligations under the Contract Documents. The contract has allocated **90** calendar days for Substantial Completion of this project and **120** calendar days for Final Completion. In accordance with Article 4 of the Agreement the date of Substantial Completion is \_\_\_\_\_ and the date of readiness for final payment is \_\_\_\_\_.

CONTRACTOR shall not commence work under this Contract until he has obtained all insurance required under Article 5 and such insurance has been delivered to the OWNER and approved by the OWNER, nor shall the CONTRACTOR allow any Subcontractor to commence work on his subcontract until all similar insurance required of the Subcontractor has been so obtained and approved. All such insurance shall remain in effect until final payment and at all times thereafter when CONTRACTOR may be correcting, removing or replacing *defective* Work in accordance with Article 13.

Also, before you may start any Work at the Site, you must:  
(add other requirements, if applicable)

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

\_\_\_\_\_  
INDIAN RIVER COUNTY  
(OWNER)

By: \_\_\_\_\_  
(AUTHORIZED SIGNATURE)

\_\_\_\_\_  
(TITLE)

## **SECTION 00610 - Public Construction Bond**

### **INSTRUCTION FOR PUBLIC CONSTRUCTION BOND**

The front or cover page to the required public construction payment and performance bond shall contain the information required by Fla. Stat. 255.05(1)(a), and be substantially in the format shown on the first page following this instruction.

The Public Construction Bond shall be in the form suggested by Fla. Stat. 255.05(3) as shown on the second page following this instruction.

A Power of Attorney from a surety insurer authorized to do business in Florida, authorizing the signature of the Attorney in Fact who executes the Public Construction Bond shall accompany that Bond.

**Public Work  
F.S. Chapter 255.05 (1)(a)  
Cover Page**

**THIS BOND IS GIVEN TO COMPLY WITH SECTION 255.05 OR SECTION 713.23 FLORIDA STATUTES, AND ANY ACTION INSTITUTED BY A CLAIMANT UNDER THIS BOND FOR PAYMENT MUST BE IN ACCORDANCE WITH THE NOTICE AND TIME LIMITATION PROVISIONS IN SECTION 255.05(2) OR SECTION 713.23 FLORIDA STATUTES.**

BOND NO: \_\_\_\_\_

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

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

CONTRACTOR PHONE NO: \_\_\_\_\_

SURETY COMPANY NAME: \_\_\_\_\_

SURETY PRINCIPAL  
BUSINESS ADDRESS: \_\_\_\_\_  
\_\_\_\_\_

SURETY PHONE NO: \_\_\_\_\_

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

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

OWNER PHONE NO: \_\_\_\_\_

OBLIGEE NAME: \_\_\_\_\_  
**(If contracting entity is different from  
the owner, the contracting public entity)**

OBLIGEE ADDRESS: \_\_\_\_\_  
\_\_\_\_\_

OBLIGEE PHONE NO: \_\_\_\_\_

BOND AMOUNT: \_\_\_\_\_

CONTRACT NO: \_\_\_\_\_  
**(If applicable)**

DESCRIPTION OF WORK: \_\_\_\_\_  
\_\_\_\_\_

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

LEGAL DESCRIPTION: \_\_\_\_\_  
**(If applicable)**

**FRONT PAGE**

**All other bond page(s) are deemed subsequent to this page regardless of any page number(s) that may be printed thereon.**

PUBLIC CONSTRUCTION BOND

Bond No. \_\_\_\_\_  
(enter bond number)

BY THIS BOND, We \_\_\_\_\_, as Principal and \_\_\_\_\_, a corporation, as Surety, are bound to \_\_\_\_\_, herein called Owner, in the sum of \$\_\_\_\_\_, for payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the contract dated \_\_\_\_\_, \_\_\_\_\_, between Principal and Owner for construction of \_\_\_\_\_, the contract being made a part of this bond by reference, at the times and in the manner prescribed in the contract; and
2. Promptly makes payments to all claimants, as defined in Section [255.05](#)(1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the contract; and
3. Pays Owner all losses, damages, expenses, costs, and attorney's fees, including appellate proceedings, that Owner sustains because of a default by Principal under the contract; and
4. Performs the guarantee of all work and materials furnished under the contract for the time specified in the contract, then this bond is void; otherwise it remains in full force.

Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Section [255.05](#)(2), Florida Statutes.

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

DATED ON \_\_\_\_\_,

\_\_\_\_\_  
(Name of Principal)

By \_\_\_\_\_  
(As Attorney in Fact)

\_\_\_\_\_  
(Name of Surety)

**SECTION 620 – Sample Certificate of Liability Insurance**

<b>CERTIFICATE OF LIABILITY INSURANCE</b>	
<b>PRODUCER</b>	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
	COMPANIES AFFORDING COVERAGE
<b>INSURED</b>	COMPANY A -
	COMPANY B -
	COMPANY C -
	COMPANY D -
	COMPANY E -

**COVERAGES**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED NOTWITHSTANDING ANY REQUIREMENT TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN THE INSURANCE ACCORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.							
INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/D/YY)	LIMITS		
A	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE - <input type="checkbox"/> OCCUR <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>				EACH OCCURRENCE	\$ 1,000,000	
					FIRE DAMAGE (Any One Fire)	\$ 50,000	
					MED. EXP. (Any One Person)	\$ 5,000	
					PERSONAL & ADV INJURY	\$ 1,000,000	
					GENERAL AGGREGATE	\$ 1,000,000	
					PRODUCTS – COMP/OP AGG.	\$ 1,000,000	
						\$	
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> <input type="checkbox"/>				COMBINED SINGLE LIMIT (Ea. Occurrence)	\$ 1,000,000	
					BODILY INJURY (Per Person)	\$	
					BODILY INJURY (Per Accident)	\$	
					PROPERTY DAMAGE	\$	
	GARAGE LIABILITY <input type="checkbox"/> <input type="checkbox"/>				AUTO ONLY – EA ACCIDENT	\$	
					OTHER THAN	EA ACC	\$
						AUTO ONLY	AGG
A	EXCESS LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE		
					AGGREGATE	\$	
						\$	
						\$	
A	WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY  THE PROPRIETOR/PARTNERS/ EXECUTIVE OFFICERS ARE: <input type="checkbox"/> INCL <input type="checkbox"/> EXCL				<input type="checkbox"/> WC STATUTORY LIMITS		
					E.L. EACH ACCIDENT	\$ 100,000	
					E.L. DISEASE – EA	\$ 500,000	
					E.L. DISEASE-POLICY LIMIT	\$ 100,000	
	OTHER: BUILDER'S RISK				FULL REPLACEMENT COST OF THE WORK		
DESCRIPTION OF OPERATIONS/LOCATIONS VEHICLES/SPECIAL ITEMS							
<b>CERTIFICATE HOLDER</b>		<b>ADDITIONAL INSURED; INSURER LETTER:</b>		<b>CANCELLATION</b>			
ADDITIONAL INSURED: INDIAN RIVER COUNTY 1801 27 <sup>TH</sup> STREET, VERO BEACH, FL 32960-3388				SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT. FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.			
				AUTHORIZED REPRESENTATIVE			



**SECTION 00622 – Contractor’s Application for Payment  
Gifford Elevated Storage Tank Modification and Rehabilitation**

Application for Payment No. \_\_\_\_\_  
For Work Accomplished through the period of \_\_\_\_\_ through \_\_\_\_\_

To: Indian River County (OWNER)  
From: \_\_\_\_\_ (CONTRACTOR)

Project No.: IRC-13.23.538  
Bid No.: 2024047

**1) Attach detailed schedule and copies of all paid invoices.**

1.	Original Contract Price:		\$ _____
2.	Net change by Change Orders and Written Amendments (+ or -):		\$ _____
3.	Current Contract Price (1 plus 2):		\$ _____
4.	Total completed and stored to date:		\$ _____
5.	Retainage (per Agreement):		
	5% of completed Work:		
	_____ % of retainage:	\$ _____	
	Total Retainage:		\$ _____
6.	Total completed and stored to date less retainage (4 minus 5):		\$ _____
7.	Less previous Application for Payments:		\$ _____
<b>8.</b>	<b>DUE THIS APPLICATION (6 MINUS 7):</b>		<b>\$ _____</b>

**CONTRACTOR'S CERTIFICATION:**

**UNDER PENALTY OF PERJURY**, the undersigned CONTRACTOR certifies that (1) the labor and materials listed on this request for payment have been used in the construction of this Work; (2) payment received from the last pay request has been used to make payments to all subcontractors, laborers, materialmen and suppliers except as listed on Attachment A, below; (3) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to OWNER at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to OWNER indemnifying OWNER against any such Lien, security interest or encumbrance); (4) all Work covered by this Application for Payment is in accordance with the Contract Documents and not defective; and (5) If this Periodic Estimate is for a Final Payment to project or improvement, I further certify that all persons doing work upon or furnishing materials or supplies for this project or improvement under this foregoing contract have been paid in full, and that all taxes imposed by Chapter 212 Florida Statutes, (Sales and Use Tax Act, as Amended) have been paid and discharged, and that I have no claims against the OWNER.

Attached to or submitted with this form are:

1. Signed release of lien forms (partial or final as applicable) from all subcontractors, laborers, materialmen and suppliers except as listed on Attachment A, together with an explanation as to why any release of lien form is not included;

2. Updated Construction Schedule per [Specification Section 01310](#).

Dated \_\_\_\_\_

By: \_\_\_\_\_  
(CONTRACTOR – must be signed by  
an Officer of the Corporation)

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

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

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

Sworn to (or affirmed) and subscribed before me by means of  physical presence or  online  
notarization, this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_, by \_\_\_\_\_  
(name of person making statement).

\_\_\_\_\_  
(Signature of Notary Public - State of Florida)  
(Print, Type, or Stamp Commissioned Name of Notary Public)

who is personally known to me or  who has produced  
\_\_\_\_\_ as identification.

**Please remit payment to:**

**Contractor's Name:** \_\_\_\_\_

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

\*\*\*\*\*  
[The remainder of this page was left blank intentionally]

**SURETY'S CONSENT OF PAYMENT TO CONTRACTOR:**

The Surety, \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_, a  
corporation, in accordance with Public Construction Bond Number \_\_\_\_\_, hereby  
consents to payment by the OWNER to the CONTRACTOR, for the amounts specified in  
this CONTRACTOR'S APPLICATION FOR PAYMENT.

**TO BE EXECUTED BY CORPORATE SURETY:**

Attest:

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Corporate Surety

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

Business Address

BY: \_\_\_\_\_

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

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

(Affix Corporate SEAL)

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

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

Sworn to (or affirmed) and subscribed before me by means of  physical presence or  online  
notarization, this \_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, by \_\_\_\_\_  
(name of person making statement).

\_\_\_\_\_  
(Signature of Notary Public - State of Florida)  
(Print, Type, or Stamp Commissioned Name of Notary Public)

who is personally known to me or  who has produced  
\_\_\_\_\_ as identification.

\*\*\*\*\*

[The remainder of this page was left blank intentionally]

**CERTIFICATION OF INDIAN RIVER COUNTY PROJECT MANAGER:**

I certify that I have reviewed the above and foregoing Periodic Estimate for Partial Payment; that to the best of my knowledge and belief it appears to be a reasonably accurate statement of the work performed and/or material supplied by the Contractor. I am not certifying as to whether or not the Contractor has paid all subcontractors, laborers, materialmen and suppliers because I am not in a position to accurately determine that issue.

Dated \_\_\_\_\_

\_\_\_\_\_  
SIGNATURE

**CERTIFICATION OF INDIAN RIVER COUNTY INSPECTOR:**

I have checked the estimate against the Contractor's Schedule of Amounts for Contract Payments and the notes and reports of my inspections of the project. To the best of my knowledge, this statement of work performed and/or materials supplied appears to be reasonably accurate, that the Contractor appears to be observing the requirements of the Contract with respect to construction, and that the Contractor should be paid the amount requested above, unless otherwise noted by me. I am not certifying as to whether or not the Contractor has paid all subcontractors, laborers, materialmen and suppliers because I am not in a position to accurately determine that issue.

Dated \_\_\_\_\_

\_\_\_\_\_  
SIGNATURE

\*\*\*\*\*

[The Remainder of This Page Was Left Blank Intentionally]

**ATTACHMENT A**

- 1. List of all subcontractors, laborers, materialmen and suppliers who have not been paid from the payment received from the last Pay Request and the reason why they were not paid (attach additional pages as necessary):**

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- 2. List of all subcontractors, laborers, materialmen and suppliers for which a signed release of lien form (partial or final as applicable) is not included with this Pay Request, together with an explanation as to why the release of lien form is not included (attach additional pages as necessary):**

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PROJECT NAME: Gifford Elevated Storage Tank Modification & Rehabilitation  
 Project No. IRC-13.23.538  
 Payment Application No. \_\_\_\_\_

Item No.	Description	Unit	Quantity	WORK COMPLETED										BALANCE TO FINISH		
				SCHEDULED VALUE		PREVIOUS APPLICATION		THIS PERIOD		TOTAL COMPLETED		%	MATERIALS STORED		BALANCE TO FINISH	
				Unit Price	Amount	QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL				QUANTITY	TOTAL
<b>SUBTOTAL</b>				<b>SUBTOTAL</b>	<b>0.00</b>		<b>0.00</b>		<b>0.00</b>			<b>0.00</b>		<b>0.00</b>		
	FORCE ACCOUNT	1	LS													
<b>GRAND TOTAL</b>				<b>TOTAL</b>	<b>0.00</b>											

AMOUNT COMPLETED TO DATE	\$0.00
MATERIALS STORED TO DATE	\$0.00
SUB-TOTAL MATERIALS STORED AND COMPLETED TO DATE	\$0.00
RETAINAGE AT 5%	\$0.00
TOTAL COMPLETED AND STORED LESS RETAINAGE	\$0.00
LESS PREVIOUS PAYMENT	\$0.00
AMOUNT DUE CONTRACTOR	\$0.00

PAGE 00622-6

**SECTION 00630 – Certificate of Substantial Completion**

Date of Issuance: \_\_\_\_\_, 20\_\_\_\_

---

OWNER: Indian River County  
CONTRACTOR: \_\_\_\_\_  
CONTRACT FOR: Gifford Elevated Storage Tank Modification & Rehabilitation  
Project No.: IRC-13.23.538

**PROJECT DESCRIPTION:** *The proposed project consists of work necessary to rehabilitate the 400,000-gallon multi-leg steel elevated potable water storage tank located in Indian River County, Florida, including the following: site preparation, selective demolition and replacement of corroded sway rods, hub rods and associated hardware, replacement of corroded horizontal members, gusset connections and associated hardware, reinforcement of horizontal members and gusset plates, reinforcement of ladder rungs and blockage of ladder access until repaired, removal of loose conduits and feedlines, coating of new metalwork and hardware, removal of damaged or corroded paint and re-coating and all accessory items to provide a complete and structurally sound system as outlined in these documents.*

OWNER's Bid No. 2024047

---

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

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

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

And To: \_\_\_\_\_  
CONTRACTOR

---

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

---

DATE OF SUBSTANTIAL COMPLETION

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 30 calendar days of the above date of Substantial Completion.

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

OWNER:

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CONTRACTOR:

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

*[For items to be attached see definition of Substantial Completion as supplemented and other specifically noted conditions precedent to achieving Substantial Completion as required by Contract Documents.]*

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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.

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---

Executed by ENGINEER on: \_\_\_\_\_ (Date).

ENGINEER: \_\_\_\_\_

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

CONTRACTOR accepts this Certificate of Substantial Completion on \_\_\_\_\_ (date).

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

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

OWNER accepts this Certificate of Substantial Completion on \_\_\_\_\_ (date).

OWNER: INDIAN RIVER COUNTY \_\_\_\_\_

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

**\* \* END OF SECTION \* \***



**SECTION 00632 - CONTRACTOR'S FINAL CERTIFICATION OF THE WORK**  
(TO ACCOMPANY CONTRACTOR'S FINAL APPLICATION FOR PAYMENT)

PROJECT NAME: **Gifford Elevated Storage Tank Modification & Rehabilitation**  
PROJECT NO: **IRC-13.23.538**

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

Personally before me the undersigned officer, authorized by the laws of said state to administer oaths, comes \_\_\_\_\_, who on oath says: That he is the CONTRACTOR with whom Indian River County, Florida, a political subdivision of said state, did on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, enter into a contract for the performance of certain work, more particularly described as follows:

***PROJECT DESCRIPTION: The proposed project consists of work necessary to rehabilitate the 400,000-gallon multi-leg steel elevated potable water storage tank located in Indian River County, Florida, including the following: site preparation, selective demolition and replacement of corroded sway rods, hub rods and associated hardware, replacement of corroded horizontal members, gusset connections and associated hardware, reinforcement of horizontal members and gusset plates, reinforcement of ladder rungs and blockage of ladder access until repaired, removal of loose conduits and feedlines, coating of new metalwork and hardware, removal of damaged or corroded paint and re-coating and all accessory items to provide a complete and structurally sound system as outlined in these documents.***

UNDER PENALTY OF PERJURY, affiant further says that said construction has been completed and the Contract therefore fully performed and final payment is now due and that all liens of all firms and individuals contracting directly with or directly employed by such CONTRACTOR have been paid in full EXCEPT:

Name	Description/Amount
_____	_____
_____	_____

who have not been paid and who are due the amount set forth.

Affiant further says that:

1. CONTRACTOR has reviewed the Contract Documents.
2. CONTRACTOR has reviewed the Work for compliance with the Contract Documents.

3. CONTRACTOR has completed the Work in accordance with the Contract Documents.
4. All equipment and systems have been tested in the presence of the ENGINEER or his representative and are fully operational with no defects or deficiencies except as listed below.

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

5. The Work is complete and ready for final acceptance by the OWNER.
6. CONTRACTOR hereby certifies that it has no claims against the OWNER.

(Corporate Seal)

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

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

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

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

Sworn to (or affirmed) and subscribed before me by means of  physical presence or  online notarization, this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, by \_\_\_\_\_  
(name of person making statement).

\_\_\_\_\_  
(Signature of Notary Public - State of Florida)  
(Print, Type, or Stamp Commissioned Name of Notary Public)

who is personally known to me or  who has produced \_\_\_\_\_ as identification.

+ + END OF SECTION + +

**SECTION 00634 - PROFESSIONAL SURVEYOR AND MAPPER'S CERTIFICATION AS TO ELEVATIONS AND LOCATIONS OF THE WORK**

(TO BE COMPLETED BY A FLORIDA PROFESSIONAL SURVEYOR AND MAPPER RETAINED BY THE CONTRACTOR AND TO ACCOMPANY CONTRACTOR'S FINAL APPLICATION FOR PAYMENT)

I CERTIFY that I am a Florida Professional Surveyor and Mapper retained by:

\_\_\_\_\_  
\_\_\_\_\_  
(Insert name of CONTRACTOR)

Who is the CONTRACTOR for the following Project:

**PROJECT NAME:** Gifford Elevated Storage Tank Modification and Rehabilitation

**PROJECT #** IRC – 13.23.538

I FURTHER CERTIFY that I have personally performed the survey work for the preparation of Record Drawings for the CONTRACTOR for this project or that such work was performed under my direct control and supervision.

I FURTHER CERTIFY that all constructed elevations and locations of the Work are in conformance with the Contract Documents, except for discrepancies listed below.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
[Attach additional sheets as necessary]

(SURVEYOR'S SEAL)

**CERTIFIED BY:** \_\_\_\_\_

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

Florida Professional Surveyor and Mapper Registration Number: \_\_\_\_\_

Date Signed and Sealed by Professional Surveyor and Mapper: \_\_\_\_\_

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

Company Address: \_\_\_\_\_

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

STANDARD  
GENERAL CONDITIONS  
OF THE  
CONSTRUCTION CONTRACT

Prepared by

**ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE**

and

Issued and Published Jointly By

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

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AMERICAN CONSULTING ENGINEERS COUNCIL

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# GENERAL CONDITIONS

## ARTICLE 1 - DEFINITIONS AND TERMINOLOGY

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### 1.01 *Defined Terms*

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

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

2. *Agreement*--The written instrument which is evidence of the agreement between OWNER and CONTRACTOR covering the Work.

3. *Application for Payment*--The form acceptable to ENGINEER which is to be used by CONTRACTOR during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.

4. *Asbestos*--Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.

5. *Bid*--The offer or proposal of a bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

6. *Bidding Documents*--The Bidding Requirements and the proposed Contract Documents (including all Addenda issued prior to receipt of Bids).

7. *Bidding Requirements*--The Advertisement or Invitation to Bid, Instructions to Bidders, Bid security form, if any, and the Bid form with any supplements.

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

9. *Change Order*--A document recommended by ENGINEER which is signed by CONTRACTOR and OWNER and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, issued on or after the Effective Date of the Agreement.

10. *Claim*--A demand or assertion by OWNER or CONTRACTOR seeking an adjustment of Contract Price or Contract Times, or both, or other relief with respect to the terms of the Contract. A

demand for money or services by a third party is not a Claim.

11. *Contract*--The entire and integrated written agreement between the OWNER and CONTRACTOR concerning the Work. The Contract supersedes prior negotiations, representations, or agreements, whether written or oral.

12. *Contract Documents*--The Contract Documents establish the rights and obligations of the parties and include the Agreement, Addenda (which pertain to the Contract Documents), CONTRACTOR's Bid (including documentation accompanying the Bid and any post Bid documentation submitted prior to the Notice of Award) when attached as an exhibit to the Agreement, the Notice to Proceed, the Bonds, these General Conditions, the Supplementary Conditions, the Specifications and the Drawings as the same are more specifically identified in the Agreement, together with all Written Amendments, Change Orders, Work Change Directives, Field Orders, and ENGINEER's written interpretations and clarifications issued on or after the Effective Date of the Agreement. Approved Shop Drawings and the reports and drawings of subsurface and physical conditions are not Contract Documents. Only printed or hard copies of the items listed in this paragraph are Contract Documents. Files in electronic media format of text, data, graphics, and the like that may be furnished by OWNER to CONTRACTOR are not Contract Documents.

13. *Contract Price*--The moneys payable by OWNER to CONTRACTOR for completion of the Work in accordance with the Contract Documents as stated in the Agreement (subject to the provisions of paragraph 11.03 in the case of Unit Price Work).

14. *Contract Times*--The number of days or the dates stated in the Agreement to: (i) achieve Substantial Completion; and (ii) complete the Work so that it is ready for final payment as evidenced by ENGINEER's written recommendation of final payment.

15. *CONTRACTOR*--The individual or entity with whom OWNER has entered into the Agreement.

16. *Cost of the Work*--See paragraph 11.01.A for definition.

17. *Drawings*--That part of the Contract Documents prepared or approved by ENGINEER which graphically shows the scope, extent, and character of the Work to be performed by CONTRACTOR. Shop Drawings and other CONTRACTOR submittals are not Drawings as so defined.



18. *Effective Date of the Agreement*--The date indicated in the Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.

19. *ENGINEER*--The individual or entity named as such in the Agreement.

20. *ENGINEER's Consultant*--An individual or entity having a contract with ENGINEER to furnish services as ENGINEER's independent professional associate or consultant with respect to the Project and who is identified as such in the Supplementary Conditions.

~~21. *Field Order*--A written order issued by ENGINEER which requires minor changes in the Work but which does not involve a change in the Contract Price or the Contract Times.~~

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

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

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

25. *Laws and Regulations; Laws or Regulations*--Any and all applicable laws, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

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

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

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

29. *Notice to Proceed*--A written notice given by OWNER to CONTRACTOR fixing the date on which

the Contract Times will commence to run and on which CONTRACTOR shall start to perform the Work under the Contract Documents.

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

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

32. *PCBs*--Polychlorinated biphenyls.

33. *Petroleum*--Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-Hazardous Waste and crude oils.

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

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

36. *Radioactive Material*--Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.

37. *Resident Project Representative*--The authorized representative of ENGINEER who may be assigned to the Site or any part thereof.

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

39. *Shop Drawings*--All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for CONTRACTOR and submitted by CONTRACTOR to illustrate some portion of the Work.

40. *Site*--Lands or areas indicated in the Contract Documents as being furnished by OWNER upon which the Work is to be performed, including rights-of-way and easements for access thereto, and

such other lands furnished by OWNER which are designated for the use of CONTRACTOR.

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

42. *Subcontractor*--An individual or entity having a direct contract with CONTRACTOR or with any other Subcontractor for the performance of a part of the Work at the Site.

43. *Substantial Completion*--The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of ENGINEER, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.

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

45. *Supplier*--A manufacturer, fabricator, supplier, distributor, 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.

46. *Underground Facilities*--All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.

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

48. *Work*--The entire completed construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction, and furnishing, installing, and incorporating all materials and equipment into such construction, all as required by the Contract Documents.

49. *Work Change Directive*--A written statement to CONTRACTOR issued on or after the

Effective Date of the Agreement and signed by OWNER and recommended by ENGINEER ordering an addition, deletion, or revision in the Work, or responding to differing or unforeseen subsurface or physical conditions under which the Work is to be performed or to emergencies. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the change ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Times.

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

## 1.02 Terminology

### A. Intent of Certain Terms or Adjectives

1. Whenever in the Contract Documents the terms "as allowed," "as approved," or terms of like effect or import are used, or the adjectives "reasonable," "suitable," "acceptable," "proper," "satisfactory," or adjectives of like effect or import are used to describe an action or determination of ENGINEER as to the Work, it is intended that such action or determination will be solely to evaluate, in general, the completed Work for compliance with the requirements of and information in the Contract Documents and conformance with the design concept of the completed Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective shall not be effective to assign to ENGINEER any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility contrary to the provisions of paragraph 9.10 or any other provision of the Contract Documents.

### B. Day

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

### C. Defective

1. The word "defective," when modifying the word "Work," refers to Work that is unsatisfactory, faulty, or deficient in that it does not conform to the Contract Documents or does not meet the requirements of any inspection,

reference standard, test, or approval referred to in the Contract Documents, or has been damaged prior to ENGINEER's recommendation of final payment (unless responsibility for the protection thereof has been assumed by OWNER at Substantial Completion in accordance with paragraph 14.04 or 14.05).

#### D. *Furnish, Install, Perform, Provide*

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

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

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

4. When "furnish," "install," "perform," or "provide" is not used in connection with services, materials, or equipment in a context clearly requiring an obligation of CONTRACTOR, "provide" is implied.

E. Unless stated otherwise in the Contract Documents, words or phrases which have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

## ARTICLE 2 - PRELIMINARY MATTERS

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### 2.01 *Delivery of Bonds*

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

### 2.02 *Copies of Documents*

A. OWNER shall furnish to CONTRACTOR up to ten copies of the Contract Documents. Additional copies will be furnished upon request at the cost of reproduction.

### 2.03 *Commencement of Contract Times; Notice to Proceed*

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

### 2.04 *Starting the Work*

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

### 2.05 *Before Starting Construction*

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

B. *Preliminary Schedules:* Within ten days after the Effective Date of the Agreement (unless otherwise specified in the General Requirements), CONTRACTOR shall submit to ENGINEER for its timely review:

1. a preliminary progress schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract Documents;

2. a preliminary schedule of Shop Drawing and Sample submittals which will list each required submittal and the times for submitting, reviewing, and processing such submittal; and

3. a preliminary schedule of values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the

Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

~~C. *Evidence of Insurance:* Before any Work at the Site is started, CONTRACTOR and OWNER shall each deliver to the other, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance which either of them or any additional insured may reasonably request) which CONTRACTOR and OWNER respectively are required to purchase and maintain in accordance with Article 5.~~

#### 2.06 *Preconstruction Conference*

~~A. Within 20 days after the Contract Times start to run, but before any Work at the Site is started, a conference attended by CONTRACTOR, ENGINEER, and others as appropriate will be held to establish a working understanding among the parties as to the Work and to discuss the schedules referred to in paragraph 2.05.B, procedures for handling Shop Drawings and other submittals, processing Applications for Payment, and maintaining required records.~~

#### 2.07 *Initial Acceptance of Schedules*

A. Unless otherwise provided in the Contract Documents, at least ten days before submission of the first Application for Payment a conference attended by CONTRACTOR, ENGINEER, and others as appropriate will be held to review for acceptability to ENGINEER as provided below the schedules submitted in accordance with paragraph 2.05.B. CONTRACTOR shall have an additional ten days to make corrections and adjustments and to complete and resubmit the schedules. No progress payment shall be made to CONTRACTOR until acceptable schedules are submitted to ENGINEER.

1. The progress schedule will be acceptable to ENGINEER if it provides an orderly progression of the Work to completion within any specified Milestones and the Contract Times. Such acceptance will not impose on ENGINEER responsibility for the progress schedule, for sequencing, scheduling, or progress of the Work nor interfere with or relieve CONTRACTOR from CONTRACTOR's full responsibility therefor.

2. CONTRACTOR's schedule of Shop Drawing and Sample submittals will be acceptable to ENGINEER if it provides a workable arrangement for reviewing and processing the required submittals.

3. CONTRACTOR's schedule of values will be acceptable to ENGINEER as to form and substance if it provides a reasonable allocation of the Contract Price to component parts of the Work.

### ARTICLE 3 - CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE

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#### 3.01 *Intent*

A. The Contract Documents are complementary; what is called for by one is as binding as if called for by all.

B. It is the intent of the Contract Documents to describe a functionally complete Project (or part thereof) to be constructed in accordance with the Contract Documents. Any labor, documentation, services, materials, or equipment that may reasonably be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the intended result will be provided whether or not specifically called for at no additional cost to OWNER.

C. Clarifications and interpretations of the Contract Documents shall be issued by ENGINEER as provided in Article 9.

#### 3.02 *Reference Standards*

A. *Standards, Specifications, Codes, Laws, and Regulations*

1. Reference to standards, specifications, manuals, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, shall mean the standard, specification, manual, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Agreement if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.

2. No provision of any such standard, specification, manual or code, or any instruction of a Supplier shall be effective to change the duties or responsibilities of OWNER, CONTRACTOR, or ENGINEER, or any of their subcontractors, consultants, agents, or employees from those set forth in the Contract Documents, nor shall any such provision or instruction be effective to assign to OWNER, ENGINEER, or any of ENGINEER's Consultants, agents, or employees any duty or authority to supervise or direct the performance

of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of the Contract Documents.

### 3.03 *Reporting and Resolving Discrepancies*

#### A. *Reporting Discrepancies*

1. If, during the performance of the Work, CONTRACTOR discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents or between the Contract Documents and any provision of any Law or Regulation applicable to the performance of the Work or of any standard, specification, manual or code, or of any instruction of any Supplier, CONTRACTOR shall report it to ENGINEER in writing at once. CONTRACTOR shall not proceed with the Work affected thereby (except in an emergency as required by paragraph 6.16.A) until an amendment or supplement to the Contract Documents has been issued by one of the methods indicated in paragraph 3.04; provided, however, that CONTRACTOR shall not be liable to OWNER or ENGINEER for failure to report any such conflict, error, ambiguity, or discrepancy unless CONTRACTOR knew or reasonably should have known thereof.

#### B. *Resolving Discrepancies*

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the Contract Documents shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between the provisions of the Contract Documents and:

a. the provisions of any standard, specification, manual, code, or instruction (whether or not specifically incorporated by reference in the Contract Documents); or

b. the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

### 3.04 *Amending and Supplementing Contract Documents*

A. The Contract Documents may be amended to provide for additions, deletions, and revisions in the Work or to modify the terms and conditions thereof in one or more of the following ways: (i) a Written Amendment; (ii) a Change Order; or (iii) a Work Change Directive.

B. The requirements of the Contract Documents may be supplemented, and minor variations and deviations in the Work may be authorized, by one or more of the following ways: ~~(i) a Field Order~~; (ii) ENGINEER's approval of a Shop Drawing or Sample; or (iii) ENGINEER's written interpretation or clarification.

### 3.05 *Reuse of Documents*

A. CONTRACTOR and any Subcontractor or Supplier or other individual or entity performing or furnishing any of the Work under a direct or indirect contract with OWNER: (i) shall not have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of ENGINEER or ENGINEER's Consultant, including electronic media editions; and (ii) shall not reuse any of such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of OWNER and ENGINEER and specific written verification or adaption by ENGINEER. This prohibition will survive final payment, completion, and acceptance of the Work, or termination or completion of the Contract. Nothing herein shall preclude CONTRACTOR from retaining copies of the Contract Documents for record purposes.

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

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### 4.01 *Availability of Lands*

A. OWNER shall furnish the Site. OWNER shall notify CONTRACTOR of any encumbrances or restrictions not of general application but specifically related to use of the Site with which CONTRACTOR must comply in performing the Work. OWNER will obtain in a timely manner and pay for easements for permanent structures or permanent changes in existing facilities. If CONTRACTOR and OWNER are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, as a result of any delay in OWNER's furnishing the Site, CONTRACTOR may make a Claim therefor as provided in paragraph 10.05.

B. Upon reasonable written request, OWNER shall furnish CONTRACTOR with a current statement of record legal title and legal description of the lands upon which the Work is to be performed and OWNER's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.

C. CONTRACTOR shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

#### 4.02 *Subsurface and Physical Conditions*

A. *Reports and Drawings:* The Supplementary Conditions identify:

1. those reports of explorations and tests of subsurface conditions at or contiguous to the Site that ENGINEER has used in preparing the Contract Documents; and

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

B. *Limited Reliance by CONTRACTOR on Technical Data Authorized:* CONTRACTOR may rely upon the general accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data," CONTRACTOR may not rely upon or make any Claim against OWNER, ENGINEER, or any of ENGINEER's Consultants with respect to:

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

2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or

3. any CONTRACTOR interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions, or information.

#### 4.03 *Differing Subsurface or Physical Conditions*

A. *Notice:* If CONTRACTOR believes that any subsurface or physical condition at or contiguous to the Site that is uncovered or revealed either:

1. is of such a nature as to establish that any "technical data" on which CONTRACTOR is entitled to rely as provided in paragraph 4.02 is materially inaccurate; or

2. is of such a nature as to require a change in the Contract Documents; or

3. differs materially from that shown or indicated in the Contract Documents; or

4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;

then CONTRACTOR shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by paragraph 6.16.A), notify OWNER and ENGINEER in writing about such condition. CONTRACTOR shall not further disturb such condition or perform any Work in connection therewith (except as aforesaid) until receipt of written order to do so.

B. *ENGINEER's Review:* After receipt of written notice as required by paragraph 4.03.A, ENGINEER will promptly review the pertinent condition, determine the necessity of OWNER's obtaining additional exploration or tests with respect thereto, and advise OWNER in writing (with a copy to CONTRACTOR) of ENGINEER's findings and conclusions.

#### C. *Possible Price and Times Adjustments*

1. The Contract Price or the Contract Times, or both, will be equitably adjusted to the extent that the existence of such differing subsurface or physical condition causes an increase or decrease in CONTRACTOR's cost of, or time required for, performance of the Work; subject, however, to the following:

a. such condition must meet any one or more of the categories described in paragraph 4.03.A; and

b. with respect to Work that is paid for on a Unit Price Basis, any adjustment in Contract Price will be subject to the provisions of paragraphs 9.08 and 11.03.

2. CONTRACTOR shall not be entitled to any adjustment in the Contract Price or Contract Times if:

a. CONTRACTOR knew of the existence of such conditions at the time CONTRACTOR made a final commitment to OWNER in respect of Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract; or

b. the existence of such condition could reasonably have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas required by the Bidding Requirements or Contract Documents to be conducted by or for CONTRACTOR prior to CONTRACTOR's making such final commitment; or

c. CONTRACTOR failed to give the written notice within the time and as required by paragraph 4.03.A.

3. If OWNER and CONTRACTOR are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, a Claim may be made therefor as provided in paragraph 10.05. However, OWNER, ENGINEER, and ENGINEER's Consultants shall not be liable to CONTRACTOR for any claims, costs, losses, or damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by CONTRACTOR on or in connection with any other project or anticipated project.

#### 4.04 *Underground Facilities*

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

1. OWNER and ENGINEER shall not be responsible for the accuracy or completeness of any such information or data; and

2. the cost of all of the following will be included in the Contract Price, and CONTRACTOR shall have full responsibility for:

a. reviewing and checking all such information and data,

b. locating all Underground Facilities shown or indicated in the Contract Documents,

c. coordination of the Work with the owners of such Underground Facilities, including OWNER, during construction, and

d. the safety and protection of all such Underground Facilities and repairing any damage thereto resulting from the Work.

#### B. *Not Shown or Indicated*

1. If an Underground Facility is uncovered or revealed at or contiguous to the Site which was not shown or indicated, or not shown or indicated with reasonable accuracy in the Contract Documents, CONTRACTOR shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by paragraph 6.16.A), identify the owner of such Underground Facility and give written notice to that owner and to OWNER and ENGINEER. ENGINEER will promptly review the Underground Facility and determine the extent, if any, to which a change is required in the Contract Documents to reflect and document the consequences of the existence or location of the Underground Facility. During such time, CONTRACTOR shall be responsible for the safety and protection of such Underground Facility.

2. If ENGINEER concludes that a change in the Contract Documents is required, a Work Change Directive or a Change Order will be issued to reflect and document such consequences. An equitable adjustment shall be made in the Contract Price or Contract Times, or both, to the extent that they are attributable to the existence or location of any Underground Facility that was not shown or indicated or not shown or indicated with reasonable accuracy in the Contract Documents and that CONTRACTOR did not know of and could not reasonably have been expected to be aware of or to have anticipated. If OWNER and CONTRACTOR are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment in Contract Price or Contract Times, OWNER or CONTRACTOR may make a Claim therefor as provided in paragraph 10.05.

#### 4.05 *Reference Points*

A. OWNER shall provide engineering surveys to establish reference points for construction which in ENGINEER's judgment are necessary to enable CONTRACTOR to proceed with the Work. CONTRACTOR shall be responsible for laying out the Work, shall protect and preserve the established reference points and property monuments, and shall make no changes or relocations without the prior written approval of OWNER. CONTRACTOR shall report to ENGINEER whenever any reference point or property monument

is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

#### 4.06 *Hazardous Environmental Condition at Site*

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

B. *Limited Reliance by CONTRACTOR on Technical Data Authorized:* CONTRACTOR may rely upon the general accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data," CONTRACTOR may not rely upon or make any Claim against OWNER, ENGINEER or any of ENGINEER's Consultants with respect to:

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

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

D. If CONTRACTOR encounters a Hazardous Environmental Condition or if CONTRACTOR or anyone for whom CONTRACTOR is responsible creates a Hazardous Environmental Condition, CONTRACTOR shall immediately: (i) secure or otherwise isolate such condition; (ii) stop all Work in connection with such condition and in any area

affected thereby (except in an emergency as required by paragraph 6.16); and (iii) notify OWNER and ENGINEER (and promptly thereafter confirm such notice in writing). OWNER shall promptly consult with ENGINEER concerning the necessity for OWNER to retain a qualified expert to evaluate such condition or take corrective action, if any.

E. CONTRACTOR shall not be required to resume Work in connection with such condition or in any affected area until after OWNER has obtained any required permits related thereto and delivered to CONTRACTOR written notice: (i) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work; or (ii) specifying any special conditions under which such Work may be resumed safely. If OWNER and CONTRACTOR cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, or both, as a result of such Work stoppage or such special conditions under which Work is agreed to be resumed by CONTRACTOR, either party may make a Claim therefor as provided in paragraph 10.05.

F. If after receipt of such written notice CONTRACTOR does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then OWNER may order the portion of the Work that is in the area affected by such condition to be deleted from the Work. If OWNER and CONTRACTOR cannot agree as to entitlement to or on the amount or extent, if any, of an adjustment in Contract Price or Contract Times as a result of deleting such portion of the Work, then either party may make a Claim therefor as provided in paragraph 10.05. OWNER may have such deleted portion of the Work performed by OWNER's own forces or others in accordance with Article 7.

G. To the fullest extent permitted by Laws and Regulations, OWNER shall indemnify and hold harmless CONTRACTOR, Subcontractors, ENGINEER, ENGINEER's Consultants and the officers, directors, partners, employees, agents, other consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition: (i) was not shown or indicated in the Drawings or Specifications or identified in the Contract Documents to be included within the scope of the Work, and (ii) was not created by CONTRACTOR or by anyone for whom CONTRACTOR is responsible. Nothing in this paragraph 4.06.E shall obligate OWNER to indemnify any



individual or entity from and against the consequences of that individual's or entity's own negligence.

H. To the fullest extent permitted by Laws and Regulations, CONTRACTOR shall indemnify and hold harmless OWNER, ENGINEER, ENGINEER's Consultants, and the officers, directors, partners, employees, agents, other consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition created by CONTRACTOR or by anyone for whom CONTRACTOR is responsible. Nothing in this paragraph 4.06.F shall obligate CONTRACTOR to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

I. The provisions of paragraphs 4.02, 4.03, and 4.04 are not intended to apply to a Hazardous Environmental Condition uncovered or revealed at the Site.

## ARTICLE 5 - BONDS AND INSURANCE

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### 5.01 *Performance, Payment, and Other Bonds*

~~A. CONTRACTOR shall furnish performance and payment Bonds, each in an amount at least equal to the Contract Price as security for the faithful performance and payment of all CONTRACTOR's obligations under the Contract Documents. These Bonds shall remain in effect at least until one year after the date when final payment becomes due, except as provided otherwise by Laws or Regulations or by the Contract Documents. CONTRACTOR shall also furnish such other Bonds as are required by the Contract Documents.~~

B. All Bonds shall be in the form prescribed by the Contract Documents except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. All Bonds signed by an agent must be accompanied by a certified copy of such agent's authority to act.

C. If the surety on any Bond furnished by CONTRACTOR is declared bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located or it ceases to

meet the requirements of paragraph 5.01.B, CONTRACTOR shall within 20 days thereafter substitute another Bond and surety, both of which shall comply with the requirements of paragraphs 5.01.B and 5.02.

### 5.02 *Licensed Sureties and Insurers*

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

### 5.03 *Certificates of Insurance*

~~A. CONTRACTOR shall deliver to OWNER, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by OWNER or any other additional insured) which CONTRACTOR is required to purchase and maintain. OWNER shall deliver to CONTRACTOR, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by CONTRACTOR or any other additional insured) which OWNER is required to purchase and maintain.~~

### 5.04 *CONTRACTOR's Liability Insurance*

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

1. claims under workers' compensation, disability benefits, and other similar employee benefit acts;
2. claims for damages because of bodily injury, occupational sickness or disease, or death of CONTRACTOR's employees;
3. claims for damages because of bodily injury, sickness or disease, or death of any person other than CONTRACTOR's employees;

4. claims for damages insured by reasonably available personal injury liability coverage which are sustained: (i) by any person as a result of an offense directly or indirectly related to the employment of such person by CONTRACTOR, or (ii) by any other person for any other reason;

5. claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom; and

6. claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.

B. The policies of insurance so required by this paragraph 5.04 to be purchased and maintained shall:

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

2. include at least the specific coverages and be written for not less than the limits of liability provided in the Supplementary Conditions or required by Laws or Regulations, whichever is greater;

3. include completed operations insurance;

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

5. contain a provision or endorsement that the coverage afforded will not be canceled, materially changed or renewal refused until at least thirty days prior written notice has been given to OWNER and CONTRACTOR and to each other additional insured identified in the Supplementary Conditions to whom a certificate of insurance has been issued (and the certificates of insurance furnished by the CON-

TRACTOR pursuant to paragraph 5.03 will so provide);

6. remain in effect at least until final payment and at all times thereafter when CONTRACTOR may be correcting, removing, or replacing defective Work in accordance with paragraph 13.07; and

7. with respect to completed operations insurance, and any insurance coverage written on a claims-made basis, remain in effect for at least two years after final payment (and CONTRACTOR shall furnish OWNER and each other additional insured identified in the Supplementary Conditions, to whom a certificate of insurance has been issued, evidence satisfactory to OWNER and any such additional insured of continuation of such insurance at final payment and one year thereafter).

#### 5.05 *OWNER's Liability Insurance*

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

#### 5.06 *Property Insurance*

~~A. Unless otherwise provided in the Supplementary Conditions, OWNER shall purchase and maintain property insurance upon the Work at the Site in the amount of the full replacement cost thereof (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). This insurance shall:~~

~~1. include the interests of OWNER, CONTRACTOR, Subcontractors, ENGINEER, ENGINEER's Consultants, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as an additional insured;~~

~~2. be written on a Builder's Risk "all risk" or open peril or special causes of loss policy form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, false work, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire, lightning, extended coverage, theft, vandalism and malicious mischief, earthquake, collapse,~~

~~debris removal, demolition occasioned by enforcement of Laws and Regulations, water damage, and such other perils or causes of loss as may be specifically required by the Supplementary Conditions;~~

~~3. include expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects);~~

~~4. cover materials and equipment stored at the Site or at another location that was agreed to in writing by OWNER prior to being incorporated in the Work, provided that such materials and equipment have been included in an Application for Payment recommended by ENGINEER;~~

~~5. allow for partial utilization of the Work by OWNER;~~

~~6. include testing and startup; and~~

~~7. be maintained in effect until final payment is made unless otherwise agreed to in writing by OWNER, CONTRACTOR, and ENGINEER with 30 days written notice to each other additional insured to whom a certificate of insurance has been issued.~~

~~B. OWNER shall purchase and maintain such boiler and machinery insurance or additional property insurance as may be required by the Supplementary Conditions or Laws and Regulations which will include the interests of OWNER, CONTRACTOR, Subcontractors, ENGINEER, ENGINEER's Consultants, and any other individuals or entities identified in the Supplementary Conditions, each of whom is deemed to have an insurable interest and shall be listed as an insured or additional insured.~~

~~C. All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained in accordance with paragraph 5.06 will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 30 days prior written notice has been given to OWNER and CONTRACTOR and to each other additional insured to whom a certificate of insurance has been issued and will contain waiver provisions in accordance with paragraph 5.07.~~

D. OWNER shall not be responsible for purchasing and maintaining any property insurance specified in this paragraph 5.06 to protect the interests of CONTRACTOR, Subcontractors, or others in the Work to the extent of any deductible amounts that are identified in the Supplementary Conditions. The risk of loss within such identified deductible amount will be

borne by CONTRACTOR, Subcontractors, or others suffering any such loss, and if any of them wishes property insurance coverage within the limits of such amounts, each may purchase and maintain it at the purchaser's own expense.

~~E. If CONTRACTOR requests in writing that other special insurance be included in the property insurance policies provided under paragraph 5.06, OWNER shall, if possible, include such insurance, and the cost thereof will be charged to CONTRACTOR by appropriate Change Order or Written Amendment. Prior to commencement of the Work at the Site, OWNER shall in writing advise CONTRACTOR whether or not such other insurance has been procured by OWNER.~~

#### 5.07 Waiver of Rights

~~A. OWNER and CONTRACTOR intend that all policies purchased in accordance with paragraph 5.06 will protect OWNER, CONTRACTOR, Subcontractors, ENGINEER, ENGINEER's Consultants, and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or additional insureds (and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them) in such policies and will provide primary coverage for all losses and damages caused by the perils or causes of loss covered thereby. All such policies shall contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any of the insureds or additional insureds thereunder. OWNER and CONTRACTOR waive all rights against each other and their respective officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them for all losses and damages caused by, arising out of or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Subcontractors, ENGINEER, ENGINEER's Consultants, and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or additional insureds (and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them) under such policies for losses and damages so caused. None of the above waivers shall extend to the rights that any party making such waiver may have to the proceeds of insurance held by OWNER as trustee or otherwise payable under any policy so issued.~~

~~B. OWNER waives all rights against CONTRACTOR, Subcontractors, ENGINEER, ENGINEER's Consultants, and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them for:~~

~~1.—loss due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to OWNER's property or the Work caused by, arising out of, or resulting from fire or other peril whether or not insured by OWNER; and~~

~~2.—loss or damage to the completed Project or part thereof caused by, arising out of, or resulting from fire or other insured peril or cause of loss covered by any property insurance maintained on the completed Project or part thereof by OWNER during partial utilization pursuant to paragraph 14.05, after Substantial Completion pursuant to paragraph 14.04, or after final payment pursuant to paragraph 14.07.~~

~~C. Any insurance policy maintained by OWNER covering any loss, damage or consequential loss referred to in paragraph 5.07.B shall contain provisions to the effect that in the event of payment of any such loss, damage, or consequential loss, the insurers will have no rights of recovery against CONTRACTOR, Subcontractors, ENGINEER, or ENGINEER's Consultants and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them.~~

#### 5.08 *Receipt and Application of Insurance Proceeds*

~~A. Any insured loss under the policies of insurance required by paragraph 5.06 will be adjusted with OWNER and made payable to OWNER as fiduciary for the insureds, as their interests may appear, subject to the requirements of any applicable mortgage clause and of paragraph 5.08.B. OWNER shall deposit in a separate account any money so received and shall distribute it in accordance with such agreement as the parties in interest may reach. If no other special agreement is reached, the damaged Work shall be repaired or replaced, the moneys so received applied on account thereof, and the Work and the cost thereof covered by an appropriate Change Order or Written Amendment.~~

~~B. OWNER as fiduciary shall have power to adjust and settle any loss with the insurers unless one of the parties in interest shall object in writing within 15 days after the occurrence of loss to OWNER's exercise of this power. If such objection be made, OWNER as fiduciary shall make settlement with the insurers in accordance with such agreement as the parties in interest may reach. If no such agreement among the parties in interest is reached, OWNER as fiduciary shall adjust and settle the loss with the insurers and, if required in writing by any party in interest, OWNER as fiduciary shall give bond for the proper performance of such duties.~~

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

~~A. If either OWNER or CONTRACTOR has any objection to the coverage afforded by or other provisions of the Bonds or insurance required to be purchased and maintained by the other party in accordance with Article 5 on the basis of non-conformance with the Contract Documents, the objecting party shall so notify the other party in writing within 10 days after receipt of the certificates (or other evidence requested) required by paragraph 2.05.C. OWNER and CONTRACTOR shall each provide to the other such additional information in respect of insurance provided as the other may reasonably request. If 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.~~

#### 5.10 *Partial Utilization, Acknowledgment of Property Insurer*

A. If OWNER finds it necessary to occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work as provided in paragraph 14.05, no such use or occupancy shall commence before the insurers providing the property insurance pursuant to paragraph 5.06 have acknowledged notice thereof and in writing effected any changes in coverage necessitated thereby. The insurers providing the property insurance shall consent by endorsement on the policy or policies, but the property insurance shall not be canceled or permitted to lapse on account of any such partial use or occupancy.

### ARTICLE 6 - CONTRACTOR'S RESPONSIBILITIES

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#### 6.01 *Supervision and Superintendence*

A. CONTRACTOR shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. CONTRACTOR shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction, but CONTRACTOR shall not be responsible for the negligence of OWNER or ENGINEER in the design or specification of a specific means, method, technique, sequence, or procedure of

construction which is shown or indicated in and expressly required by the Contract Documents. CONTRACTOR shall be responsible to see that the completed Work complies accurately with the Contract Documents.

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

#### 6.02 *Labor; Working Hours*

A. CONTRACTOR shall provide competent, suitably qualified personnel to survey, 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.

B. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours, and CONTRACTOR will not permit overtime work or the performance of Work on Saturday, Sunday, or any legal holiday without OWNER's written consent (which will not be unreasonably withheld) given after prior written notice to ENGINEER.

#### 6.03 *Services, Materials, and Equipment*

A. Unless otherwise specified in the General Requirements, CONTRACTOR shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start-up, and completion of the Work.

B. All materials and equipment incorporated into the Work shall be as specified or, if not specified, shall be of good quality and new, except as otherwise provided in the Contract Documents. All warranties and guarantees specifically called for by the Specifications shall expressly run to the benefit of OWNER. If required by ENGINEER, CONTRACTOR shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment. All materials and equipment shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier,

except as otherwise may be provided in the Contract Documents.

#### 6.04 *Progress Schedule*

A. CONTRACTOR shall adhere to the progress schedule established in accordance with paragraph 2.07 as it may be adjusted from time to time as provided below.

1. CONTRACTOR shall submit to ENGINEER for acceptance (to the extent indicated in paragraph 2.07) proposed adjustments in the progress schedule that will not result in changing the Contract Times (or Milestones). Such adjustments will conform generally to the progress schedule then in effect and additionally will comply with any provisions of the General Requirements applicable thereto.

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

#### 6.05 *Substitutes and "Or-Equals"*

A. Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the specification or description is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or-equal" item or no substitution is permitted, other items of material or equipment or material or equipment of other Suppliers may be submitted to ENGINEER for review under the circumstances described below.

1. *"Or-Equal" Items:* If in ENGINEER's sole discretion an item of material or equipment proposed by CONTRACTOR is functionally equal to that named and sufficiently similar so that no change in related Work will be required, it may be considered by ENGINEER as an "or-equal" item, in which case review and approval of the proposed item may, in ENGINEER's sole discretion, be accomplished without compliance with some or all of the requirements for approval of proposed substitute items. For the purposes of this paragraph 6.05.A.1, a proposed item of material or equipment will be considered functionally equal to an item so named if:

a. in the exercise of reasonable judgment ENGINEER determines that: (i) it

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

b. CONTRACTOR certifies that: (i) there is no increase in cost to the OWNER; and (ii) it will conform substantially, even with deviations, to the detailed requirements of the item named in the Contract Documents.

## 2. Substitute Items

a. If in ENGINEER's sole discretion an item of material or equipment proposed by CONTRACTOR does not qualify as an "or-equal" item under paragraph 6.05.A.1, it will be considered a proposed substitute item.

b. CONTRACTOR shall submit sufficient information as provided below to allow ENGINEER to determine that the item of material or equipment proposed is essentially equivalent to that named and an acceptable substitute therefor. Requests for review of proposed substitute items of material or equipment will not be accepted by ENGINEER from anyone other than CONTRACTOR.

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

d. CONTRACTOR shall first make written application to ENGINEER for review of a proposed substitute item of material or equipment that CONTRACTOR seeks to furnish or use. The application shall certify that the proposed substitute item will perform adequately the functions and achieve the results called for by the general design, be similar in substance to that specified, and be suited to the same use as that specified. The application will state the extent, if any, to which the use of the proposed substitute item will prejudice CONTRACTOR's achievement of Substantial Completion on time, whether or not use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with OWNER for work on the Project) to adapt the design to the proposed substitute item and whether or not incorporation or use

of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty. All variations of the proposed substitute item from that specified will be identified in the application, and available engineering, sales, maintenance, repair, and replacement services will be indicated. The application will also contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including costs of redesign and claims of other contractors affected by any resulting change, all of which will be considered by ENGINEER in evaluating the proposed substitute item. ENGINEER may require CONTRACTOR to furnish additional data about the proposed substitute item.

*B. Substitute Construction Methods or Procedures:* If a specific means, method, technique, sequence, or procedure of construction is shown or indicated in and expressly required by the Contract Documents, CONTRACTOR may furnish or utilize a substitute means, method, technique, sequence, or procedure of construction approved by ENGINEER. CONTRACTOR shall submit sufficient information to allow ENGINEER, in ENGINEER's sole discretion, to determine that the substitute proposed is equivalent to that expressly called for by the Contract Documents. The procedure for review by ENGINEER will be similar to that provided in subparagraph 6.05.A.2.

*C. Engineer's Evaluation:* ENGINEER will be allowed a reasonable time within which to evaluate each proposal or submittal made pursuant to paragraphs 6.05.A and 6.05.B. ENGINEER will be the sole judge of acceptability. No "or-equal" or substitute will be ordered, installed or utilized until ENGINEER's review is complete, which will be evidenced by either a Change Order for a substitute or an approved Shop Drawing for an "or equal." ENGINEER will advise CONTRACTOR in writing of any negative determination.

*D. Special Guarantee:* OWNER may require CONTRACTOR to furnish at CONTRACTOR's expense a special performance guarantee or other surety with respect to any substitute.

*E. ENGINEER's Cost Reimbursement:* ENGINEER will record time required by ENGINEER and ENGINEER's Consultants in evaluating substitute proposed or submitted by CONTRACTOR pursuant to paragraphs 6.05.A.2 and 6.05.B and in making changes in the Contract Documents (or in the provisions of any other direct contract with OWNER for work on the Project) occasioned thereby. Whether or not ENGINEER approves a substitute item so proposed or submitted by CONTRACTOR, CONTRACTOR shall reimburse OWNER for the charges of

ENGINEER and ENGINEER's Consultants for evaluating each such proposed substitute.

F. *CONTRACTOR's Expense*: CONTRACTOR shall provide all data in support of any proposed substitute or "or-equal" at CONTRACTOR's expense.

#### 6.06 Concerning Subcontractors, Suppliers, and Others

A. CONTRACTOR shall not employ any Subcontractor, Supplier, or other individual or entity (including those acceptable to OWNER as indicated in paragraph 6.06.B), whether initially or as a replacement, against whom OWNER may have reasonable objection. CONTRACTOR shall not be required to employ any Subcontractor, Supplier, or other individual or entity to furnish or perform any of the Work against whom CONTRACTOR has reasonable objection.

B. If the Supplementary Conditions require the identity of certain Subcontractors, Suppliers, or other individuals or entities to be submitted to OWNER in advance for acceptance by OWNER by a specified date prior to the Effective Date of the Agreement, and if CONTRACTOR has submitted a list thereof in accordance with the Supplementary Conditions, OWNER's acceptance (either in writing or by failing to make written objection thereto by the date indicated for acceptance or objection in the Bidding Documents or the Contract Documents) of any such Subcontractor, Supplier, or other individual or entity so identified may be revoked on the basis of reasonable objection after due investigation. CONTRACTOR shall submit an acceptable replacement for the rejected Subcontractor, Supplier, or other individual or entity, and the Contract Price will be adjusted by the difference in the cost occasioned by such replacement, and an appropriate Change Order will be issued or Written Amendment signed. No acceptance by OWNER of any such Subcontractor, Supplier, or other individual or entity, whether initially or as a replacement, shall constitute a waiver of any right of OWNER or ENGINEER to reject defective Work.

C. CONTRACTOR shall be fully responsible to OWNER and ENGINEER for all acts and omissions of the Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work just as CONTRACTOR is responsible for CONTRACTOR's own acts and omissions. Nothing in the Contract Documents shall create for the benefit of any such Subcontractor, Supplier, or other individual or entity any contractual relationship between OWNER or ENGINEER and any such Subcontractor, Supplier or other individual or entity, nor shall it create any obligation on the part of OWNER or ENGINEER to pay or to see to the payment of any moneys due any such Subcontractor, Supplier, or other individual or entity except as may otherwise be required by Laws and Regulations.

D. CONTRACTOR shall be solely responsible for scheduling and coordinating the Work of Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work under a direct or indirect contract with CONTRACTOR.

E. CONTRACTOR shall require all Subcontractors, Suppliers, and such other individuals or entities performing or furnishing any of the Work to communicate with ENGINEER through CONTRACTOR.

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

G. All Work performed for CONTRACTOR by a Subcontractor or Supplier will be pursuant to an appropriate agreement between CONTRACTOR and the Subcontractor or Supplier which specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of OWNER and ENGINEER. Whenever any such agreement is with a Subcontractor or Supplier who is listed as an additional insured on the property insurance provided in paragraph 5.06, the agreement between the CONTRACTOR and the Subcontractor or Supplier will contain provisions whereby the Subcontractor or Supplier waives all rights against OWNER, CONTRACTOR, ENGINEER, ENGINEER's Consultants, and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or additional insureds (and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them) for all losses and damages caused by, arising out of, relating to, or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work. If the insurers on any such policies require separate waiver forms to be signed by any Subcontractor or Supplier, CONTRACTOR will obtain the same.

#### 6.07 *Patent Fees and Royalties*

A. CONTRACTOR shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if to the actual knowledge of OWNER or ENGINEER its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by OWNER in the Contract Documents. To the fullest extent permitted by Laws and Regulations,

CONTRACTOR shall indemnify and hold harmless OWNER, ENGINEER, ENGINEER's Consultants, and the officers, directors, partners, employees or agents, and other consultants of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents.

#### 6.08 *Permits*

A. Unless otherwise provided in the Supplementary Conditions, CONTRACTOR shall obtain and pay for all construction permits and licenses. OWNER shall assist CONTRACTOR, when necessary, in obtaining such permits and licenses. CONTRACTOR shall pay all governmental charges and inspection fees necessary for the prosecution of the Work which are applicable at the time of opening of Bids, or, if there are no Bids, on the Effective Date of the Agreement. CONTRACTOR shall pay all charges of utility owners for connections to the Work, and OWNER shall pay all charges of such utility owners for capital costs related thereto, such as plant investment fees.

#### 6.09 *Laws and Regulations*

A. CONTRACTOR shall give all notices and comply with all Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither OWNER nor ENGINEER shall be responsible for monitoring CONTRACTOR's compliance with any Laws or Regulations.

B. If CONTRACTOR performs any Work knowing or having reason to know that it is contrary to Laws or Regulations, CONTRACTOR shall bear all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work; however, it shall not be CONTRACTOR's primary responsibility to make certain that the Specifications and Drawings are in accordance with Laws and Regulations, but this shall not relieve CONTRACTOR of CONTRACTOR's obligations under paragraph 3.03.

C. Changes in Laws or Regulations not known at the time of opening of Bids (or, on the Effective Date of the Agreement if there were no Bids) having an effect on the cost or time of performance of the Work may be the subject of an adjustment in Contract Price or Contract Times. If OWNER and CONTRACTOR are

unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefor as provided in paragraph 10.05.

#### 6.10 *Taxes*

- A. CONTRACTOR shall pay all sales, consumer, use, and other similar taxes required to be paid by CONTRACTOR in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.
- B. OWNER qualifies for state and local sales tax exemption in the purchase of all material and equipment.

#### 6.11 *Use of Site and Other Areas*

##### A. *Limitation on Use of Site and Other Areas*

1. CONTRACTOR shall confine construction equipment, the storage of materials and equipment, and the operations of workers to the Site and other areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and other areas with construction equipment or other materials or equipment. CONTRACTOR shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof, or of any adjacent land or areas resulting from the performance of the Work.

2. Should any claim be made by any such owner or occupant because of the performance of the Work, CONTRACTOR shall promptly settle with such other party by negotiation or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law.

3. To the fullest extent permitted by Laws and Regulations, CONTRACTOR shall indemnify and hold harmless OWNER, ENGINEER, ENGINEER's Consultant, and the officers, directors, partners, employees, agents, and other consultants of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against OWNER, ENGINEER, or any other party indemnified hereunder to the extent caused by or based upon CONTRACTOR's performance of the Work.



B. *Removal of Debris During Performance of the Work:* During the progress of the Work CONTRACTOR shall keep the Site and other areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris shall conform to applicable Laws and Regulations.

C. *Cleaning:* Prior to Substantial Completion of the Work CONTRACTOR shall clean the Site and make it ready for utilization by OWNER. At the completion of the Work CONTRACTOR shall remove from the Site all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.

D. *Loading Structures:* CONTRACTOR shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall CONTRACTOR subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

#### 6.12 Record Documents

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

#### 6.13 Safety and Protection

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

1. all persons on the Site or who may be affected by the Work;
2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and
3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities, and Underground Facilities not designated for

removal, relocation, or replacement in the course of construction.

B. CONTRACTOR shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. CONTRACTOR shall notify owners of adjacent property and of Underground Facilities and other utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property. All damage, injury, or loss to any property referred to in paragraph 6.13.A.2 or 6.13.A.3 caused, directly or indirectly, in whole or in part, by CONTRACTOR, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by CONTRACTOR (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of OWNER or ENGINEER or ENGINEER's Consultant, or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of CONTRACTOR or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them). CONTRACTOR's duties and responsibilities for safety and for protection of the Work shall continue until such time as all the Work is completed and ENGINEER has issued a notice to OWNER and CONTRACTOR in accordance with paragraph 14.07.B that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).

#### 6.14 Safety Representative

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

#### 6.15 Hazard Communication Programs

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

#### 6.16 Emergencies

A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, CONTRACTOR is obligated to act to

prevent threatened damage, injury, or loss. CONTRACTOR shall give ENGINEER prompt written notice if CONTRACTOR believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby or are required as a result thereof. If ENGINEER determines that a change in the Contract Documents is required because of the action taken by CONTRACTOR in response to such an emergency, a Work Change Directive or Change Order will be issued.

#### 6.17 Shop Drawings and Samples

A. CONTRACTOR shall submit Shop Drawings to ENGINEER for review and approval in accordance with the acceptable schedule of Shop Drawings and Sample submittals. All submittals will be identified as ENGINEER may require and in the number of copies specified in the General Requirements. The data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show ENGINEER the services, materials, and equipment CONTRACTOR proposes to provide and to enable ENGINEER to review the information for the limited purposes required by paragraph 6.17.E.

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

C. Where a Shop Drawing or Sample is required by the Contract Documents or the schedule of Shop Drawings and Sample submittals acceptable to ENGINEER as required by paragraph 2.07, any related Work performed prior to ENGINEER's review and approval of the pertinent submittal will be at the sole expense and responsibility of CONTRACTOR.

#### D. Submittal Procedures

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

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

b. all materials with respect to intended use, fabrication, shipping, handling, storage,

assembly, and installation pertaining to the performance of the Work;

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

d. CONTRACTOR shall also have reviewed and coordinated each Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents.

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

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

#### E. ENGINEER's Review

1. ENGINEER will timely review and approve Shop Drawings and Samples in accordance with the schedule of Shop Drawings and Sample submittals acceptable to ENGINEER. ENGINEER's review and approval will be only to determine if the items covered by the submittals will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.

2. ENGINEER's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction (except where a particular means, method, technique, sequence, or procedure of construction is specifically and expressly called for by the Contract Documents) or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.

3. ENGINEER's review and approval of Shop Drawings or Samples shall not relieve CONTRACTOR from responsibility for any variation from the requirements of the Contract Documents unless CONTRACTOR has in writing called ENGINEER's attention to each such variation at the time of each submittal as required by paragraph 6.17.D.3 and ENGINEER has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample approval; nor will any approval by ENGINEER relieve CONTRACTOR from responsibility for complying with the requirements of paragraph 6.17.D.1.

#### F. Resubmittal Procedures

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

#### 6.18 Continuing the Work

A. CONTRACTOR shall carry on the Work and adhere to the progress schedule during all disputes or disagreements with OWNER. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, except as permitted by paragraph 15.04 or as OWNER and CONTRACTOR may otherwise agree in writing.

#### 6.19 CONTRACTOR's General Warranty and Guarantee

A. CONTRACTOR warrants and guarantees to OWNER, ENGINEER, and ENGINEER's Consultants that all Work will be in accordance with the Contract Documents and will not be defective. CONTRACTOR's warranty and guarantee hereunder excludes defects or damage caused by:

1. abuse, modification, or improper maintenance or operation by persons other than CONTRACTOR, Subcontractors, Suppliers, or any other individual or entity for whom CONTRACTOR is responsible; or

2. normal wear and tear under normal usage.

B. CONTRACTOR's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release

of CONTRACTOR's obligation to perform the Work in accordance with the Contract Documents:

1. observations by ENGINEER;
2. recommendation by ENGINEER or payment by OWNER of any progress or final payment;
3. the issuance of a certificate of Substantial Completion by ENGINEER or any payment related thereto by OWNER;
4. use or occupancy of the Work or any part thereof by OWNER;
5. any acceptance by OWNER or any failure to do so;
6. any review and approval of a Shop Drawing or Sample submittal or the issuance of a notice of acceptability by ENGINEER;
7. any inspection, test, or approval by others; or
8. any correction of defective Work by OWNER.

#### 6.20 Indemnification

A. To the fullest extent permitted by Laws and Regulations, CONTRACTOR shall indemnify and hold harmless OWNER, ENGINEER, ENGINEER's Consultants, and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work, provided that any such claim, cost, loss, or damage:

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

2. is caused in whole or in part by any negligent act or omission of CONTRACTOR, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable, regardless of whether or not caused in part by any negligence or omission of an individual or entity indemnified hereunder or whether liability is imposed upon such indemni-

fied party by Laws and Regulations regardless of the negligence of any such individual or entity.

B. In any and all claims against OWNER or ENGINEER or any of their respective consultants, agents, officers, directors, partners, or employees by any employee (or the survivor or personal representative of such employee) of CONTRACTOR, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under paragraph 6.20.A shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for CONTRACTOR or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.

C. The indemnification obligations of CONTRACTOR under paragraph 6.20.A shall not extend to the liability of ENGINEER and ENGINEER's Consultants or to the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them arising out of:

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

## ARTICLE 7 - OTHER WORK

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### 7.01 *Related Work at Site*

A. OWNER may perform other work related to the Project at the Site by OWNER's employees, or let other direct contracts therefor, or have other work performed by utility owners. If such other work is not noted in the Contract Documents, then:

1. written notice thereof will be given to CONTRACTOR prior to starting any such other work; and
2. if OWNER and CONTRACTOR are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times that should be allowed as a result of such other work, a Claim may be made therefor as provided in paragraph 10.05.

B. CONTRACTOR shall afford each other contractor who is a party to such a direct contract and each utility owner (and OWNER, if OWNER is performing the other work with OWNER's employees) proper and safe access to the Site and a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work and shall properly coordinate the Work with theirs. Unless otherwise provided in the Contract Documents, CONTRACTOR shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. CONTRACTOR shall not endanger any work of others by cutting, excavating, or otherwise altering their work and will only cut or alter their work with the written consent of ENGINEER and the others whose work will be affected. The duties and responsibilities of CONTRACTOR under this paragraph are for the benefit of such utility owners and other contractors to the extent that there are comparable provisions for the benefit of CONTRACTOR in said direct contracts between OWNER and such utility owners and other contractors.

C. If the proper execution or results of any part of CONTRACTOR's Work depends upon work performed by others under this Article 7, CONTRACTOR shall inspect such other work and promptly report to ENGINEER in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of CONTRACTOR's Work. CONTRACTOR's failure to so report will constitute an acceptance of such other work as fit and proper for integration with CONTRACTOR's Work except for latent defects and deficiencies in such other work.

### 7.02 *Coordination*

A. If OWNER intends to contract with others for the performance of other work on the Project at the Site, the following will be set forth in Supplementary Conditions:

1. the individual or entity who will have authority and responsibility for coordination of the activities among the various contractors will be identified;
2. the specific matters to be covered by such authority and responsibility will be itemized; and
3. the extent of such authority and responsibilities will be provided.

B. Unless otherwise provided in the Supplementary Conditions, OWNER shall have sole authority and responsibility for such coordination.

## ARTICLE 8 - OWNER'S RESPONSIBILITIES

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### 8.01 *Communications to Contractor*

A. Except as otherwise provided in these General Conditions, OWNER shall issue all communications to CONTRACTOR through ENGINEER.

### 8.02 *Replacement of ENGINEER*

A. In case of termination of the employment of ENGINEER, OWNER shall appoint an engineer to whom CONTRACTOR makes no reasonable objection, whose status under the Contract Documents shall be that of the former ENGINEER.

### 8.03 *Furnish Data*

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

### 8.04 *Pay Promptly When Due*

A. OWNER shall make payments to CONTRACTOR promptly when they are due as provided in paragraphs 14.02.C and 14.07.C.

### 8.05 *Lands and Easements; Reports and Tests*

A. OWNER's duties in respect of providing lands and easements and providing engineering surveys to establish reference points are set forth in paragraphs 4.01 and 4.05. Paragraph 4.02 refers to OWNER's identifying and making available to CONTRACTOR copies of reports of explorations and tests of subsurface conditions and drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site that have been utilized by ENGINEER in preparing the Contract Documents.

### 8.06 *Insurance*

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

### 8.07 *Change Orders*

A. OWNER is obligated to execute Change Orders as indicated in paragraph 10.03.

### 8.08 *Inspections, Tests, and Approvals*

A. OWNER's responsibility in respect to certain inspections, tests, and approvals is set forth in paragraph 13.03.B.

### 8.09 *Limitations on OWNER's Responsibilities*

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

### 8.10 *Undisclosed Hazardous Environmental Condition*

A. OWNER's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in paragraph 4.06.

### 8.11 *Evidence of Financial Arrangements*

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

## ARTICLE 9 - ENGINEER'S STATUS DURING CONSTRUCTION

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### 9.01 *OWNER'S Representative*

A. ENGINEER will be OWNER's representative during the construction period. The duties and responsibilities and the limitations of authority of ENGINEER as OWNER's representative during construction are set forth in the Contract Documents and will not be changed without written consent of OWNER and ENGINEER.

### 9.02 *Visits to Site*

A. ENGINEER will make visits to the Site at intervals appropriate to the various stages of construction as ENGINEER deems necessary in order to observe as an experienced and qualified design professional the progress that has been made and the quality of the various aspects of CONTRACTOR's executed Work. Based on information obtained during such visits and observations, ENGINEER, for the benefit of OWNER, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. ENGINEER will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. ENGINEER's efforts will be directed toward providing for OWNER a greater degree of confidence that the completed Work will

conform generally to the Contract Documents. On the basis of such visits and observations, ENGINEER will keep OWNER informed of the progress of the Work and will endeavor to guard OWNER against defective Work.

B. ENGINEER's visits and observations are subject to all the limitations on ENGINEER's authority and responsibility set forth in paragraph 9.10, and particularly, but without limitation, during or as a result of ENGINEER's visits or observations of CONTRACTOR's Work ENGINEER will not supervise, direct, control, or have authority over or be responsible for CONTRACTOR's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of CONTRACTOR to comply with Laws and Regulations applicable to the performance of the Work.

### 9.03 *Project Representative*

A. If OWNER and ENGINEER agree, ENGINEER will furnish a Resident Project Representative to assist ENGINEER in providing more extensive observation of the Work. The responsibilities and authority and limitations thereon of any such Resident Project Representative and assistants will be as provided in paragraph 9.10 and in the Supplementary Conditions. If OWNER designates another representative or agent to represent OWNER at the Site who is not ENGINEER's Consultant, agent or employee, the responsibilities and authority and limitations thereon of such other individual or entity will be as provided in the Supplementary Conditions.

### 9.04 *Clarifications and Interpretations*

A. ENGINEER will issue with reasonable promptness such written clarifications or interpretations of the requirements of the Contract Documents as ENGINEER may determine necessary, which shall be consistent with the intent of and reasonably inferable from the Contract Documents. Such written clarifications and interpretations will be binding on OWNER and CONTRACTOR. If OWNER and CONTRACTOR are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, that should be allowed as a result of a written clarification or interpretation, a Claim may be made therefor as provided in paragraph 10.05.

### 9.05 *Authorized Variations in Work*

A. ENGINEER may authorize minor variations in the Work from the requirements of the Contract Documents which do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. ~~These may be accomplished by a Field~~

~~Order and will be binding on OWNER and also on CONTRACTOR, who shall perform the Work involved promptly. If OWNER and CONTRACTOR are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, as a result of a Field Order, a Claim may be made therefor as provided in paragraph 10.05.~~

### 9.06 *Rejecting Defective Work*

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

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

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

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

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

### 9.08 *Determinations for Unit Price Work*

A. ENGINEER will determine the actual quantities and classifications of Unit Price Work performed by CONTRACTOR. ENGINEER will review with CONTRACTOR the ENGINEER's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). ENGINEER's written decision thereon will be final and binding (except as modified by ENGINEER to reflect changed factual conditions or more accurate data) upon OWNER and CONTRACTOR, subject to the provisions of paragraph 10.05.

### 9.09 *Decisions on Requirements of Contract Documents and Acceptability of Work*

A. ENGINEER will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work thereunder. Claims, disputes and other matters relating to the acceptability of the Work, the quantities and classifications of Unit Price Work, the interpretation of the requirements of the Contract Documents pertaining to the performance of the Work, and Claims seeking changes in the Contract Price or Contract Times will be referred

initially to ENGINEER in writing, in accordance with the provisions of paragraph 10.05, with a request for a formal decision.

B. When functioning as interpreter and judge under this paragraph 9.09, ENGINEER will not show partiality to OWNER or CONTRACTOR and will not be liable in connection with any interpretation or decision rendered in good faith in such capacity. The rendering of a decision by ENGINEER pursuant to this paragraph 9.09 with respect to any such Claim, dispute, or other matter (except any which have been waived by the making or acceptance of final payment as provided in paragraph 14.07) will be a condition precedent to any exercise by OWNER or CONTRACTOR of such rights or remedies as either may otherwise have under the Contract Documents or by Laws or Regulations in respect of any such Claim, dispute, or other matter.

#### 9.10 *Limitations on ENGINEER's Authority and Responsibilities*

A. Neither ENGINEER's authority or responsibility under this Article 9 or under any other provision of the Contract Documents nor any decision made by ENGINEER in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by ENGINEER shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by ENGINEER to CONTRACTOR, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.

B. ENGINEER will not supervise, direct, control, or have authority over or be responsible for CONTRACTOR's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of CONTRACTOR to comply with Laws and Regulations applicable to the performance of the Work. ENGINEER will not be responsible for CONTRACTOR's failure to perform the Work in accordance with the Contract Documents.

C. ENGINEER will not be responsible for the acts or omissions of CONTRACTOR or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.

D. ENGINEER's review of the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, Bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by paragraph 14.07.A will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals that the results certified indicate compliance with, the Contract Documents.

E. The limitations upon authority and responsibility set forth in this paragraph 9.10 shall also apply to ENGINEER's Consultants, Resident Project Representative, and assistants.

## ARTICLE 10 - CHANGES IN THE WORK; CLAIMS

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### 10.01 *Authorized Changes in the Work*

A. Without invalidating the Agreement and without notice to any surety, OWNER may, at any time or from time to time, order additions, deletions, or revisions in the Work by a Written Amendment, a Change Order, or a Work Change Directive. Upon receipt of any such document, CONTRACTOR shall promptly proceed with the Work involved which will be performed under the applicable conditions of the Contract Documents (except as otherwise specifically provided).

B. If OWNER and CONTRACTOR are unable to agree on entitlement to, or on the amount or extent, if any, of an adjustment in the Contract Price or Contract Times, or both, that should be allowed as a result of a Work Change Directive, a Claim may be made therefor as provided in paragraph 10.05.

### 10.02 *Unauthorized Changes in the Work*

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

### 10.03 *Execution of Change Orders*

A. OWNER and CONTRACTOR shall execute appropriate Change Orders recommended by ENGINEER (or Written Amendments) covering:

1. changes in the Work which are: (i) ordered by OWNER pursuant to paragraph 10.01.A, (ii) required because of acceptance of defective Work under paragraph 13.08.A or OWNER's correction of defective Work under paragraph 13.09, or (iii) agreed to by the parties;

2. changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive; and

3. changes in the Contract Price or Contract Times which embody the substance of

any written decision rendered by ENGINEER pursuant to paragraph 10.05; provided that, in lieu of executing any such Change Order, an appeal may be taken from any such decision in accordance with the provisions of the Contract Documents and applicable Laws and Regulations, but during any such appeal, CONTRACTOR shall carry on the Work and adhere to the progress schedule as provided in paragraph 6.18.A.

#### 10.04 Notification to Surety

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

#### 10.05 Claims and Disputes

A. *Notice:* Written notice stating the general nature of each Claim, dispute, or other matter shall be delivered by the claimant to ENGINEER and the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto. Notice of the amount or extent of the Claim, dispute, or other matter with supporting data shall be delivered to the ENGINEER and the other party to the Contract within 60 days after the start of such event (unless ENGINEER allows additional time for claimant to submit additional or more accurate data in support of such Claim, dispute, or other matter). A Claim for an adjustment in Contract Price shall be prepared in accordance with the provisions of paragraph 12.01.B. A Claim for an adjustment in Contract Time shall be prepared in accordance with the provisions of paragraph 12.02.B. Each Claim shall be accompanied by claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant believes it is entitled as a result of said event. The opposing party shall submit any response to ENGINEER and the claimant within 30 days after receipt of the claimant's last submittal (unless ENGINEER allows additional time).

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

1. an appeal from ENGINEER's decision is taken within the time limits and in accordance with the dispute resolution procedures set forth in Article 16; or

2. if no such dispute resolution procedures have been set forth in Article 16, a written notice of intention to appeal from ENGINEER's written decision is delivered by OWNER or CONTRACTOR to the other and to ENGINEER within 30 days after the date of such decision, and a formal proceeding is instituted by the appealing party in a forum of competent jurisdiction within 60 days after the date of such decision or within 60 days after Substantial Completion, whichever is later (unless otherwise agreed in writing by OWNER and CONTRACTOR), to exercise such rights or remedies as the appealing party may have with respect to such Claim, dispute, or other matter in accordance with applicable Laws and Regulations.

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

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

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

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#### 11.01 Cost of the Work

A. *Costs Included:* The term Cost of the Work means the sum of all costs necessarily incurred and paid by CONTRACTOR in the proper performance of the Work. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, the costs to be reimbursed to CONTRACTOR will be only those additional or incremental costs required because of the change in the Work or because of the event giving rise to the Claim. Except as otherwise may be agreed to in writing by OWNER, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall include only the following items, and shall not include any of the costs itemized in paragraph 11.01.B.

~~1. Payroll costs for employees in the direct employ of CONTRACTOR in the performance of the Work under schedules of job classifications agreed upon by OWNER and CONTRACTOR. Such employees shall include without limitation superintendents, foremen, and other personnel employed full time at the Site. Payroll costs for employees not employed full~~



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

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

3. Payments made by CONTRACTOR to Subcontractors for Work performed by Subcontractors. If required by OWNER, CONTRACTOR shall obtain competitive bids from subcontractors acceptable to OWNER and CONTRACTOR and shall deliver such bids to OWNER, who will then determine, with the advice of ENGINEER, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee shall be determined in the same manner as CONTRACTOR's Cost of the Work and fee as provided in this paragraph 11.01.

4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed for services specifically related to the Work.

5. Supplemental costs including the following:

a. The proportion of necessary transportation, travel, and subsistence expenses of CONTRACTOR's employees incurred in discharge of duties connected with the Work.

b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and tempo-

rary facilities at the Site, and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of CONTRACTOR.

c. Rentals of all construction equipment and machinery, and the parts thereof whether rented from CONTRACTOR or others in accordance with rental agreements approved by OWNER with the advice of ENGINEER, and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.

d. Sales, consumer, use, and other similar taxes related to the Work, and for which CONTRACTOR is liable, imposed by Laws and Regulations.

e. Deposits lost for causes other than negligence of CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.

f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by CONTRACTOR in connection with the performance of the Work (except losses and damages within the deductible amounts of property insurance established in accordance with paragraph 5.06.D), provided such losses and damages have resulted from causes other than the negligence of CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of OWNER. No such losses, damages, and expenses shall be included in the Cost of the Work for the purpose of determining CONTRACTOR's fee.

g. The cost of utilities, fuel, and sanitary facilities at the Site.

h. Minor expenses such as telegrams, long distance telephone calls, telephone service at the Site, expressage, and similar petty cash items in connection with the Work.

i. When the Cost of the Work is used to determine the value of a Change Order or of a

Claim, the cost of premiums for additional Bonds and insurance required because of the changes in the Work or caused by the event giving rise to the Claim.

j. When all the Work is performed on the basis of cost-plus, the costs of premiums for all Bonds and insurance CONTRACTOR is required by the Contract Documents to purchase and maintain.

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

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

2. Expenses of CONTRACTOR's principal and branch offices other than CONTRACTOR's office at the Site.

3. Any part of CONTRACTOR's capital expenses, including interest on CONTRACTOR's capital employed for the Work and charges against CONTRACTOR for delinquent payments.

4. Costs due to the negligence of CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.

5. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in paragraphs 11.01.A and 11.01.B.

C. *CONTRACTOR's Fee:* When all the Work is performed on the basis of cost-plus, CONTRACTOR's fee shall be determined as set forth in the Agreement. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work,

CONTRACTOR's fee shall be determined as set forth in paragraph 12.01.C.

D. *Documentation:* Whenever the Cost of the Work for any purpose is to be determined pursuant to paragraphs 11.01.A and 11.01.B, CONTRACTOR will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in a form acceptable to ENGINEER an itemized cost breakdown together with supporting data.

#### 11.02 Cash Allowances

A. It is understood that CONTRACTOR has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums as may be acceptable to OWNER and ENGINEER. CONTRACTOR agrees that:

1. the allowances include the cost to CONTRACTOR (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and

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

B. Prior to final payment, an appropriate Change Order will be issued as recommended by ENGINEER to reflect actual amounts due CONTRACTOR on account of Work covered by allowances, and the Contract Price shall be correspondingly adjusted.

#### 11.03 Unit Price Work

A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Determinations of the actual quantities and classifications of Unit Price Work performed by CONTRACTOR will be made by ENGINEER subject to the provisions of paragraph 9.08.

B. Each unit price will be deemed to include an amount considered by CONTRACTOR to be adequate

to cover CONTRACTOR's overhead and profit for each separately identified item.

C. OWNER or CONTRACTOR may make a Claim for an adjustment in the Contract Price in accordance with paragraph 10.05 if:

1. the quantity of any item of Unit Price Work performed by CONTRACTOR differs materially and significantly from the estimated quantity of such item indicated in the Agreement; and
2. there is no corresponding adjustment with respect any other item of Work; and
3. if CONTRACTOR believes that CONTRACTOR is entitled to an increase in Contract Price as a result of having incurred additional expense or OWNER believes that OWNER is entitled to a decrease in Contract Price and the parties are unable to agree as to the amount of any such increase or decrease.

## ARTICLE 12 - CHANGE OF CONTRACT PRICE; CHANGE OF CONTRACT TIMES

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### 12.01 *Change of Contract Price*

A. The Contract Price may only be changed by a Change Order or by a Written Amendment. Any Claim for an adjustment in the Contract Price shall be based on written notice submitted by the party making the Claim to the ENGINEER and the other party to the Contract in accordance with the provisions of paragraph 10.05.

B. The value of any Work covered by a Change Order or of any Claim for an adjustment in the Contract Price will be determined as follows:

1. where the Work involved is covered by unit prices contained in the Contract Documents, by application of such unit prices to the quantities of the items involved (subject to the provisions of paragraph 11.03 ); or
2. where the Work involved is not covered by unit prices contained in the Contract Documents, by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with paragraph 12.01.C.2); or
3. where the Work involved is not covered by unit prices contained in the Contract Documents and agreement to a lump sum is not reached under paragraph 12.01.B.2, on the basis of the Cost of the Work (determined as

provided in paragraph 11.01) plus a CONTRACTOR's fee for overhead and profit (determined as provided in paragraph 12.01.C).

C. *CONTRACTOR's Fee*: The CONTRACTOR's fee for overhead and profit shall be determined as follows:

1. a mutually acceptable fixed fee; or
2. if a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:
  - a. for costs incurred under paragraphs 11.01.A.1 and 11.01.A.2, the CONTRACTOR's fee shall be 15 percent;
  - b. for costs incurred under paragraph 11.01.A.3, the CONTRACTOR's fee shall be five percent;
  - c. where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of paragraph 12.01.C.2.a is that the Subcontractor who actually performs the Work, at whatever tier, will be paid a fee of 15 percent of the costs incurred by such Subcontractor under paragraphs 11.01.A.1 and 11.01.A.2 and that any higher tier Subcontractor and CONTRACTOR will each be paid a fee of five percent of the amount paid to the next lower tier Subcontractor;
  - d. no fee shall be payable on the basis of costs itemized under paragraphs 11.01.A.4, 11.01.A.5, and 11.01.B;
  - e. the amount of credit to be allowed by CONTRACTOR to OWNER for any change which results in a net decrease in cost will be the amount of the actual net decrease in cost plus a deduction in CONTRACTOR's fee by an amount equal to five percent of such net decrease; and
  - f. when both additions and credits are involved in any one change, the adjustment in CONTRACTOR's fee shall be computed on the basis of the net change in accordance with paragraphs 12.01.C.2.a through 12.01.C.2.e, inclusive.

### 12.02 *Change of Contract Times*

A. The Contract Times (or Milestones) may only be changed by a Change Order or by a Written Amendment. Any Claim for an adjustment in the Contract Times (or Milestones) shall be based on written notice submitted by the party making the claim to the ENGI-

NEER and the other party to the Contract in accordance with the provisions of paragraph 10.05.

B. Any adjustment of the Contract Times (or Milestones) covered by a Change Order or of any Claim for an adjustment in the Contract Times (or Milestones) will be determined in accordance with the provisions of this Article 12.

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

A. Where CONTRACTOR is prevented from completing any part of the Work within the Contract Times (or Milestones) due to delay beyond the control of CONTRACTOR, the Contract Times (or Milestones) will be extended in an amount equal to the time lost due to such delay if a Claim is made therefor as provided in paragraph 12.02.A. Delays beyond the control of CONTRACTOR shall include, but not be limited to, acts or neglect by OWNER, acts or neglect of utility owners or other contractors performing other work as contemplated by Article 7, fires, floods, epidemics, abnormal weather conditions, or acts of God.

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

A. The Contract Times (or Milestones) will not be extended due to delays within the control of CONTRACTOR. Delays attributable to and within the control of a Subcontractor or Supplier shall be deemed to be delays within the control of CONTRACTOR.

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

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

#### 12.06 *Delay Damages*

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

1. delays caused by or within the control of CONTRACTOR; or
2. delays beyond the control of both OWNER and CONTRACTOR including but not limited to fires, floods, epidemics, abnormal weather conditions, acts of God, or acts or neglect by utility owners or other contractors

performing other work as contemplated by Article 7.

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

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

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#### 13.01 *Notice of Defects*

A. Prompt notice of all defective Work of which OWNER or ENGINEER has actual knowledge will be given to CONTRACTOR. All defective Work may be rejected, corrected, or accepted as provided in this Article 13.

#### 13.02 *Access to Work*

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

#### 13.03 *Tests and Inspections*

A. CONTRACTOR shall give ENGINEER timely notice of readiness of the Work for all required inspections, tests, or approvals and shall cooperate with inspection and testing personnel to facilitate required inspections or tests.

~~B. OWNER shall employ and pay for the services of an independent testing laboratory to perform all inspections, tests, or approvals required by the Contract Documents except:~~

- ~~1. for inspections, tests, or approvals covered by paragraphs 13.03.C and 13.03.D below;~~
- ~~2. that costs incurred in connection with tests or inspections conducted pursuant to paragraph 13.04.B shall be paid as provided in said paragraph 13.04.B; and~~

~~3. as otherwise specifically provided in the Contract Documents.~~

C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, CONTRACTOR shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish ENGINEER the required certificates of inspection or approval.

D. CONTRACTOR shall be responsible for arranging and obtaining and shall pay all costs in connection with any inspections, tests, or approvals required for OWNER's and ENGINEER's acceptance of materials or equipment to be incorporated in the Work; or acceptance of materials, mix designs, or equipment submitted for approval prior to CONTRACTOR's purchase thereof for incorporation in the Work. Such inspections, tests, or approvals shall be performed by organizations acceptable to OWNER and ENGINEER.

E. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by CONTRACTOR without written concurrence of ENGINEER, it must, if requested by ENGINEER, be uncovered for observation.

F. Uncovering Work as provided in paragraph 13.03.E shall be at CONTRACTOR's expense unless CONTRACTOR has given ENGINEER timely notice of CONTRACTOR's intention to cover the same and ENGINEER has not acted with reasonable promptness in response to such notice.

#### 13.04 *Uncovering Work*

A. If any Work is covered contrary to the written request of ENGINEER, it must, if requested by ENGINEER, be uncovered for ENGINEER's observation and replaced at CONTRACTOR's expense.

B. If ENGINEER considers it necessary or advisable that covered Work be observed by ENGINEER or inspected or tested by others, CONTRACTOR, at ENGINEER's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as ENGINEER may require, that portion of the Work in question, furnishing all necessary labor, material, and equipment. If it is found that such Work is defective, CONTRACTOR shall pay all Claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited

to all costs of repair or replacement of work of others); and OWNER shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount thereof, OWNER may make a Claim therefor as provided in paragraph 10.05. If, however, such Work is not found to be defective, CONTRACTOR shall be allowed an increase in the Contract Price or an extension of the Contract Times (or Milestones), or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, CONTRACTOR may make a Claim therefor as provided in paragraph 10.05.

#### 13.05 *OWNER May Stop the Work*

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

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

A. CONTRACTOR shall correct all defective Work, whether or not fabricated, installed, or completed, or, if the Work has been rejected by ENGINEER, remove it from the Project and replace it with Work that is not defective. CONTRACTOR shall pay all Claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or removal (including but not limited to all costs of repair or replacement of work of others).

#### 13.07 *Correction Period*

~~A. If within one year after the date of Substantial Completion or such longer period of time as may be prescribed by Laws or Regulations or by the terms of any applicable special guarantee required by the Contract Documents or by any specific provision of the Contract Documents, any Work is found to be defective, or if the repair of any damages to the land or areas made available for CONTRACTOR's use by OWNER or permitted by Laws and Regulations as contemplated in paragraph 6.11.A is found to be defective, CONTRACTOR shall promptly, without cost~~

~~to OWNER and in accordance with OWNER's written instructions: (i) repair such defective land or areas, or (ii) correct such defective Work or, if the defective Work has been rejected by OWNER, remove it from the Project and replace it with Work that is not defective, and (iii) satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others or other land or areas resulting therefrom. If CONTRACTOR does not promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, OWNER may have the defective Work corrected or repaired or may have the rejected Work removed and replaced, and all Claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others) will be paid by CONTRACTOR.~~

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

C. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this paragraph 13.07, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.

D. CONTRACTOR's obligations under this paragraph 13.07 are in addition to any other obligation or warranty. The provisions of this paragraph 13.07 shall not be construed as a substitute for or a waiver of the provisions of any applicable statute of limitation or repose.

### 13.08 *Acceptance of Defective Work*

A. If, instead of requiring correction or removal and replacement of defective Work, OWNER (and, prior to ENGINEER's recommendation of final payment, ENGINEER) prefers to accept it, OWNER may do so. CONTRACTOR shall pay all Claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) attributable to OWNER's evaluation of and determination to accept such defective Work (such costs to be approved by ENGINEER as to reasonableness) and the diminished value of the Work to the extent not otherwise paid by CONTRACTOR pursuant to this sentence. If any such

acceptance occurs prior to ENGINEER's recommendation of final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work, and OWNER shall be entitled to an appropriate decrease in the Contract Price, reflecting the diminished value of Work so accepted. If the parties are unable to agree as to the amount thereof, OWNER may make a Claim therefor as provided in paragraph 10.05. If the acceptance occurs after such recommendation, an appropriate amount will be paid by CONTRACTOR to OWNER.

### 13.09 *OWNER May Correct Defective Work*

A. If CONTRACTOR fails within a reasonable time after written notice from ENGINEER to correct defective Work or to remove and replace rejected Work as required by ENGINEER in accordance with paragraph 13.06.A, or if CONTRACTOR fails to perform the Work in accordance with the Contract Documents, or if CONTRACTOR fails to comply with any other provision of the Contract Documents, OWNER may, after seven days written notice to CONTRACTOR, correct and remedy any such deficiency.

B. In exercising the rights and remedies under this paragraph, OWNER shall proceed expeditiously. In connection with such corrective and remedial action, OWNER may exclude CONTRACTOR from all or part of the Site, take possession of all or part of the Work and suspend CONTRACTOR's services related thereto, take possession of CONTRACTOR's tools, appliances, construction equipment and machinery at the Site, and incorporate in the Work all materials and equipment stored at the Site or for which OWNER has paid CONTRACTOR but which are stored elsewhere. CONTRACTOR shall allow OWNER, OWNER's representatives, agents and employees, OWNER's other contractors, and ENGINEER and ENGINEER's Consultants access to the Site to enable OWNER to exercise the rights and remedies under this paragraph.

C. All Claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred or sustained by OWNER in exercising the rights and remedies under this paragraph 13.09 will be charged against CONTRACTOR, and a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and OWNER shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount of the adjustment, OWNER may make a Claim therefor as provided in paragraph 10.05. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction,

removal, or replacement of CONTRACTOR's defective Work.

D. CONTRACTOR shall not be allowed an extension of the Contract Times (or Milestones) because of any delay in the performance of the Work attributable to the exercise by OWNER of OWNER's rights and remedies under this paragraph 13.09.

## ARTICLE 14 - PAYMENTS TO CONTRACTOR AND COMPLETION

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### 14.01 *Schedule of Values*

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

### 14.02 *Progress Payments*

#### A. *Applications for Payments*

1. At least 20 days before the date established for each progress payment (but not more often than once a month), CONTRACTOR shall submit to ENGINEER for review an Application for Payment filled out and signed by CONTRACTOR covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice, or other documentation warranting that OWNER has received the materials and equipment free and clear of all Liens and evidence that the materials and equipment are covered by appropriate property insurance or other arrangements to protect OWNER's interest therein, all of which must be satisfactory to OWNER.

2. Beginning with the second Application for Payment, each Application shall include an affidavit of CONTRACTOR stating that all previous progress payments received on account of the Work have been applied on account to discharge CONTRACTOR's legitimate obligations associated with prior Applications for Payment.

3. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.

#### B. *Review of Applications*

1. ENGINEER will, within 10 days after receipt of each Application for Payment, either indicate in writing a recommendation of payment and present the Application to OWNER or return the Application to CONTRACTOR indicating in writing ENGINEER's reasons for refusing to recommend payment. In the latter case, CONTRACTOR may make the necessary corrections and resubmit the Application.

2. ENGINEER's recommendation of any payment requested in an Application for Payment will constitute a representation by ENGINEER to OWNER, based on ENGINEER's observations on the Site of the executed Work as an experienced and qualified design professional and on ENGINEER's review of the Application for Payment and the accompanying data and schedules, that to the best of ENGINEER's knowledge, information and belief:

a. the Work has progressed to the point indicated;

b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents, to a final determination of quantities and classifications for Unit Price Work under paragraph 9.08, and to any other qualifications stated in the recommendation); and

c. The conditions precedent to CONTRACTOR's being entitled to such payment appear to have been fulfilled in so far as it is ENGINEER's responsibility to observe the Work.

3. By recommending any such payment ENGINEER will not thereby be deemed to have represented that: (i) inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to ENGINEER in the Contract Documents; or (ii) that there may not be other matters or issues between the parties that might entitle

CONTRACTOR to be paid additionally by OWNER or entitle OWNER to withhold payment to CONTRACTOR.

4. Neither ENGINEER's review of CONTRACTOR's Work for the purposes of recommending payments nor ENGINEER's recommendation of any payment, including final payment, will impose responsibility on ENGINEER to supervise, direct, or control the Work or for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for CONTRACTOR's failure to comply with Laws and Regulations applicable to CONTRACTOR's performance of the Work. Additionally, said review or recommendation will not impose responsibility on ENGINEER to make any examination to ascertain how or for what purposes CONTRACTOR has used the moneys paid on account of the Contract Price, or to determine that title to any of the Work, materials, or equipment has passed to OWNER free and clear of any Liens.

5. ENGINEER may refuse to recommend the whole or any part of any payment if, in ENGINEER's opinion, it would be incorrect to make the representations to OWNER referred to in paragraph 14.02.B.2. ENGINEER may also refuse to recommend any such payment or, because of subsequently discovered evidence or the results of subsequent inspections or tests, revise or revoke any such payment recommendation previously made, to such extent as may be necessary in ENGINEER's opinion to protect OWNER from loss because:

a. the Work is defective, or completed Work has been damaged, requiring correction or replacement;

b. the Contract Price has been reduced by Written Amendment or Change Orders;

c. OWNER has been required to correct defective Work or complete Work in accordance with paragraph 13.09; or

~~d. ENGINEER has actual knowledge of the occurrence of any of the events enumerated in paragraph 15.02.A.~~

#### C. *Payment Becomes Due*

~~1. Ten days after presentation of the Application for Payment to OWNER with ENGINEER's recommendation, the amount recommended will (subject to the provisions of paragraph 14.02.D) become due, and when due will be paid by OWNER to CONTRACTOR.~~

#### D. *Reduction in Payment*

1. OWNER may refuse to make payment of the full amount recommended by ENGINEER because:

a. claims have been made against OWNER on account of CONTRACTOR's performance or furnishing of the Work;

b. Liens have been filed in connection with the Work, except where CONTRACTOR has delivered a specific Bond satisfactory to OWNER to secure the satisfaction and discharge of such Liens;

c. there are other items entitling OWNER to a set-off against the amount recommended; or

d. OWNER has actual knowledge of the occurrence of any of the events enumerated in paragraphs 14.02.B.5.a through 14.02.B.5.c or paragraph 15.02.A.

2. If OWNER refuses to make payment of the full amount recommended by ENGINEER, OWNER must give CONTRACTOR immediate written notice (with a copy to ENGINEER) stating the reasons for such action and promptly pay CONTRACTOR any amount remaining after deduction of the amount so withheld. OWNER shall promptly pay CONTRACTOR the amount so withheld, or any adjustment thereto agreed to by OWNER and CONTRACTOR, when CONTRACTOR corrects to OWNER's satisfaction the reasons for such action.

3. If it is subsequently determined that OWNER's refusal of payment was not justified, the amount wrongfully withheld shall be treated as an amount due as determined by paragraph 14.02.C.1.

#### 14.03 *CONTRACTOR's Warranty of Title*

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

#### 14.04 *Substantial Completion*

A. When CONTRACTOR considers the entire Work ready for its intended use CONTRACTOR shall notify OWNER and ENGINEER in writing that the entire Work is substantially complete (except for items specifically listed by CONTRACTOR as incomplete) and request that ENGINEER issue a certificate of



Substantial Completion. Promptly thereafter, OWNER, CONTRACTOR, and ENGINEER shall make an inspection of the Work to determine the status of completion. If ENGINEER does not consider the Work substantially complete, ENGINEER will notify CONTRACTOR in writing giving the reasons 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 objection to ENGINEER as to any provisions of the certificate or attached list. If, after considering such objections, ENGINEER concludes that the Work is not substantially complete, ENGINEER will within 14 days after submission of the tentative certificate to OWNER notify CONTRACTOR in writing, stating the reasons therefor. If, after consideration of OWNER's objections, ENGINEER considers the Work substantially complete, ENGINEER will within said 14 days execute and deliver to OWNER and CONTRACTOR a definitive certificate of Substantial Completion (with a revised tentative list of items to be completed or corrected) reflecting such changes from the tentative certificate as ENGINEER believes justified after consideration of any objections from OWNER. At the time of delivery of the tentative certificate of Substantial Completion ENGINEER will deliver to OWNER and CONTRACTOR a written recommendation as to division of responsibilities pending final payment between OWNER and CONTRACTOR with respect to security, operation, safety, and protection of the Work, maintenance, heat, utilities, insurance, and warranties and guarantees. Unless OWNER and CONTRACTOR agree otherwise in writing and so inform ENGINEER in writing prior to ENGINEER's issuing the definitive certificate of Substantial Completion, ENGINEER's aforesaid recommendation will be binding on OWNER and CONTRACTOR until final payment.~~

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

#### 14.05 *Partial Utilization*

A. Use by OWNER at OWNER's option of any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which OWNER, ENGINEER, and CONTRACTOR agree constitutes a separately functioning and usable part of the Work that can be used by OWNER for its intended purpose without significant interference with CONTRACTOR's performance of the remainder of the Work, may be accomplished prior to Substantial Com-

pletion of all the Work subject to the following conditions.

1. OWNER at any time may request CONTRACTOR in writing to permit OWNER to use any such part of the Work which OWNER believes to be ready for its intended use and substantially complete. If CONTRACTOR agrees that such part of the Work is substantially complete, CONTRACTOR will certify to OWNER and ENGINEER that such part of the Work is substantially complete and request ENGINEER to issue a certificate of Substantial Completion for that part of the Work. CONTRACTOR at any time may notify OWNER and ENGINEER in writing that CONTRACTOR considers any such part of the Work ready for its intended use and substantially complete and request ENGINEER to issue a certificate of Substantial Completion for that part of the Work. Within a reasonable time after either such request, OWNER, CONTRACTOR, and ENGINEER shall make an inspection of that part of the Work to determine its status of completion. If ENGINEER does not consider that part of the Work to be substantially complete, ENGINEER will notify OWNER and CONTRACTOR in writing giving the reasons therefor. If ENGINEER considers that part of the Work to be substantially complete, the provisions of paragraph 14.04 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.

2. No occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of paragraph 5.10 regarding property insurance.

#### 14.06 *Final Inspection*

A. Upon written notice from CONTRACTOR that the entire Work or an agreed portion thereof is complete, ENGINEER will promptly make a final inspection with OWNER and CONTRACTOR and will notify CONTRACTOR in writing of all particulars in which this inspection reveals that the Work is incomplete or defective. CONTRACTOR shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

#### 14.07 *Final Payment*

##### A. *Application for Payment*

1. After CONTRACTOR has, in the opinion of ENGINEER, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance

with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, Bonds, certificates or other evidence of insurance certificates of inspection, marked-up record documents (as provided in paragraph 6.12), and other documents, CONTRACTOR may make application for final payment following the procedure for progress payments.

2. The final Application for Payment shall be accompanied (except as previously delivered) by: (i) all documentation called for in the Contract Documents, including but not limited to the evidence of insurance required by subparagraph 5.04.B.7; (ii) consent of the surety, if any, to final payment; and (iii) complete and legally effective releases or waivers (satisfactory to OWNER) of all Lien rights arising out of or Liens filed in connection with the Work.

3. In lieu of the releases or waivers of Liens specified in paragraph 14.07.A.2 and as approved by OWNER, CONTRACTOR may furnish receipts or releases in full and an affidavit of CONTRACTOR that: (i) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (ii) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which OWNER or OWNER's property might in any way be responsible have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, CONTRACTOR may furnish a Bond or other collateral satisfactory to OWNER to indemnify OWNER against any Lien.

#### B. *Review of Application and Acceptance*

1. If, on the basis of ENGINEER's observation of the Work during construction and final inspection, and ENGINEER's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, ENGINEER is satisfied that the Work has been completed and CONTRACTOR's other obligations under the Contract Documents have been fulfilled, ENGINEER will, within ten days after receipt of the final Application for Payment, indicate in writing ENGINEER's recommendation of payment and present the Application for Payment to OWNER for payment. At the same time ENGINEER will also give written notice to OWNER and CONTRACTOR that the Work is acceptable subject to the provisions of paragraph 14.09. Otherwise, ENGINEER will return the Application for Payment to CONTRACTOR, indicating in writing the reasons for refusing to recommend final payment, in which case CONTRACTOR shall

make the necessary corrections and resubmit the Application for Payment.

#### C. *Payment Becomes Due*

~~1. Thirty days after the presentation to OWNER of the Application for Payment and accompanying documentation, the amount recommended by ENGINEER will become due and, when due, will be paid by OWNER to CONTRACTOR.~~

#### 14.08 Final Completion Delayed

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

#### 14.09 Waiver of Claims

A. The making and acceptance of final payment will constitute:

1. a waiver of all Claims by OWNER against CONTRACTOR, except Claims arising from unsettled Liens, from defective Work appearing after final inspection pursuant to paragraph 14.06, from failure to comply with the Contract Documents or the terms of any special guarantees specified therein, or from CONTRACTOR's continuing obligations under the Contract Documents; and

2. a waiver of all Claims by CONTRACTOR against OWNER other than those previously made in writing which are still unsettled.

ARTICLE 15 - SUSPENSION OF WORK AND  
TERMINATION

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15.01 OWNER May Suspend Work

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

15.02 OWNER May Terminate for Cause

A. The occurrence of any one or more of the following events will justify termination for cause:

1. CONTRACTOR's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the progress schedule established under paragraph 2.07 as adjusted from time to time pursuant to paragraph 6.04);
2. CONTRACTOR's disregard of Laws or Regulations of any public body having jurisdiction;
3. CONTRACTOR's disregard of the authority of ENGINEER; or
4. CONTRACTOR's violation in any substantial way of any provisions of the Contract Documents.

B. If one or more of the events identified in paragraph 15.02.A occur, OWNER may, after giving CONTRACTOR (and the surety, if any) seven days written notice, terminate the services of CONTRACTOR, exclude CONTRACTOR from the Site, and take possession of the Work and of all CONTRACTOR's tools, appliances, construction equipment, and machinery at the Site, and use the same to the full extent they could be used by CONTRACTOR (without liability to CONTRACTOR for trespass or conversion), incorporate in the Work all materials and equipment stored at the Site or for which OWNER has paid CONTRACTOR but which are stored elsewhere, and finish the Work as OWNER may deem expedient. In such case, CONTRACTOR shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Price exceeds all claims, costs, losses, and damages

(including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by OWNER arising out of or relating to completing the Work, such excess will be paid to CONTRACTOR. If such claims, costs, losses, and damages exceed such unpaid balance, CONTRACTOR shall pay the difference to OWNER. Such claims, costs, losses, and damages incurred by OWNER will be reviewed by ENGINEER as to their reasonableness and, when so approved by ENGINEER, incorporated in a Change Order. When exercising any rights or remedies under this paragraph OWNER shall not be required to obtain the lowest price for the Work performed.

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

15.03 OWNER May Terminate For Convenience

A. Upon seven days written notice to CONTRACTOR and ENGINEER, OWNER may, without cause and without prejudice to any other right or remedy of OWNER, elect to terminate the Contract. In such case, CONTRACTOR shall be paid (without duplication of any items):

1. for completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;
2. for expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses;
3. for all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred in settlement of terminated contracts with Subcontractors, Suppliers, and others; and
4. for reasonable expenses directly attributable to termination.

B. CONTRACTOR shall not be paid on account of loss of anticipated profits or revenue or other eco-

conomic loss arising out of or resulting from such termination.

#### 15.04 *CONTRACTOR May Stop Work or Terminate*

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

### ARTICLE 16 - DISPUTE RESOLUTION

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#### 16.01 *Methods and Procedures*

A. Dispute resolution methods and procedures, if any, shall be as set forth in the Supplementary Conditions. If no method and procedure has been set forth, and subject to the provisions of paragraphs 9.09 and 10.05, OWNER and CONTRACTOR may exercise such rights or remedies as either may otherwise have under the Contract Documents or by Laws or Regulations in respect of any dispute.

### ARTICLE 17 - MISCELLANEOUS

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#### 17.01 *Giving Notice*

A. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or

if delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice.

#### 17.02 *Computation of Times*

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

#### 17.03 *Cumulative Remedies*

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

#### 17.04 *Survival of Obligations*

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

#### 17.05 *Controlling Law*

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

**SECTION 00800 - SUPPLEMENTARY CONDITION TO THE  
GENERAL CONDITIONS**

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## SECTION 00800 - SUPPLEMENTARY CONDITIONS TO THE GENERAL CONDITIONS

### SC-1.00 Introduction

These Supplementary Conditions amend or supplement the Standard General Conditions of the Construction Contract (No. 1910-8, 1996 Edition) and other provisions of the Contract Documents as indicated below. All provisions, which are not so amended or supplemented, remain in full force and effect.

The terms used in these Supplementary Conditions will have the meanings indicated in the General Conditions.

### SC-1.01 Defined Terms

SC-1.01.A.20 *Add the following language to the end of GC 1.01.A.20.*

OWNER's Consultant: Kimley-Horn and Associates, Inc.  
445 24<sup>th</sup> Street, Suite 200  
Vero Beach, FL 32960

SC-1.01.A.21. Delete paragraph GC 1.01.A.21 in its entirety.

### SC-1.02 Terminology

SC-1.02.D.1, 2, and 3 *Delete paragraphs GC-1.02.D.1, 2, and 3 in their entirety and insert the following paragraphs in their place:*

D. *Furnish, Install, Perform, Provide*

1. The word "furnish" shall mean to supply and deliver services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.
2. The word "install" shall mean to put into use or place in final position services, materials, or equipment complete and ready for intended use.
3. The words "perform" or "provide" shall mean to furnish and install services, materials, or equipment complete and ready for intended use.

### SC-2.05 Before Starting Construction

SC-2.05.C. *Delete paragraph GC 2.05.C in its entirety and insert the following paragraph in its place:*

- C. Evidence of Insurance: CONTRACTOR shall not commence work under this Contract until he has obtained all insurance required under Article 5 and such insurance has been delivered to the OWNER and approved by the OWNER, nor shall the CONTRACTOR allow any Subcontractor to commence work on his subcontract until all similar insurance required of the Subcontractor has been so obtained and approved. All such insurance shall remain in effect until final payment and at all times thereafter when CONTRACTOR may be correcting, removing or replacing *defective* Work in accordance with Article 13.

### SC-2.06 Preconstruction Conference

SC-2.06 *Delete paragraph GC-2.06.A in its entirety and insert the following paragraph in its place:*

- A. Immediately after awarding the contract, but before the CONTRACTOR begins work,

Supplementary Conditions - 00800-2

the Project Manager will call a preconstruction conference at a place the ENGINEER designates to establish an understanding among the parties as to the work and to discuss schedules referred to in paragraph 2.05.B, procedures for handling Shop Drawings and other submittals, and maintaining required records. Utility companies and others as appropriate will be requested to attend to discuss and coordinate work.

- B. Per the FDOT Standard Specifications for Road and Bridge Construction, the Contractor will certify to the Engineer the following:
1. A listing of on-site clerical staff, supervisory personnel and their pro-rated time assigned to the contract,
  2. Actual Rate for items listed in Table 4-3.2.1 (see below),
  3. Existence of employee benefit plan for Holiday, Sick and Vacation benefits and a Retirement Plan, and,
  4. Payment of Per Diem is a company practice for instances when compensation for Per Diem is requested.

Such certification must be made by an officer or director of the Contractor with authority to bind the Contractor. Timely certification is a condition precedent to any right of the Contractor to recover compensations for such costs, and failure to timely submit the certification will constitute a full, complete, absolute and irrevocable waiver by the Contractor of any right to recover such costs. Any subsequent changes shall be certified to the Engineer as part of the cost proposal or seven calendar days in advance of performing such extra work.

FDOT Table 4-3.2.1	
Item	Rate
FICA	Rate established by Law
FUTA/SUTA	Rate established by Law
Medical Insurance	Actual
Holidays, Sick & Vacation Benefits	Actual
Retirement Benefits	Actual
Workers Compensation	Rates based on the National Council on Compensation Insurance basic rates tables adjusted by Contractor's actual experience modification factor in effect at the time of the additional work or unforeseen work
Per Diem	Actual but not to exceed State of Florida's rate
Insurance*	Actual
*Compensation for Insurance is limited solely to General Liability Coverage and does not include any other insurance coverage (such as, but not limited to, Umbrella Coverage, Automobile Insurance, etc.).	

**SC-3.06 Coordination of Plans, Specifications, and Special Provisions**

SC-3.06 Add the following new paragraphs immediately after paragraph GC-3.05:

*SC-3.06 Coordination of Plans, Specifications, and Special Provisions*

- A. In case of discrepancy, the governing order of the documents shall be as follows:
1. Written Interpretations
  2. Addenda
  3. Specifications
  4. Supplementary Conditions to the General Conditions
  5. General Conditions
  6. Approved Shop Drawings

- 7. Drawings
- 8. Referenced Standards.
- B. Written/computed dimensions shall govern over scaled dimensions.

#### **SC-4.02 Subsurface and Physical Conditions**

SC-4.02 *Add the following new paragraphs immediately after paragraph GC-4.02.B:*

- C. In the preparation of Drawings and Specifications, ENGINEER or ENGINEER's Consultants relied upon the following reports of explorations and tests of subsurface conditions at the Site:  
N/A
- D. Reports and drawings itemized in SC-4.02.C are included with the Bidding Documents in Appendix D.

#### **SC-5.01 Performance, Payment and Other Bonds**

SC-5.01.A. *Delete paragraph GC-5.01.A in its entirety and insert the following paragraphs in its place:*

Within fifteen (15) days of receipt of the Contract Documents for execution, the CONTRACTOR shall furnish a Public Construction Bond in an amount equal to 100% of the Contract Price.

- 1. In lieu of the Public Construction Bond, the CONTRACTOR may furnish an alternative form of security in the form of cash, money order, certified check, cashier's check, irrevocable letter of credit or a security as listed in Part II of F.S. Chapter 625. Any such alternative form of security shall be for the same purpose, and be for the same amount and subject to the same conditions as those applicable to the bond otherwise required. The determination of the value of an alternative form of security shall be made by the OWNER.
- 2. Such Bond shall continue in effect for one (1) year after acceptance of the Work by the OWNER.
- 3. The OWNER shall record the Public Construction Bond with the Public Record Section of the Indian River County Courthouse located at 2000 16th Avenue, Vero Beach, Florida 32960.

#### **SC-5.03 Certificates of Insurance**

SC-5.03 *Delete the second sentence of paragraph GC-5.03 in its entirety.*

#### **SC-5.04 CONTRACTOR's Liability Insurance**

SC-5.04 *Add the following new paragraphs immediately after paragraph GC-5.04.B:*

- C. The limits of liability for the insurance required by paragraph 5.04 of the General Conditions shall provide coverage for not less than the following amounts or greater where required by Laws and Regulations:
  - 1. Worker's Compensation: To meet statutory limits in compliance with the Worker's Compensation Law of Florida. This policy must include Employer Liability with a limit \$100,000 for each accident, \$500,000 disease (policy limit) and \$100,000 disease (each employee). Such policy shall include a waiver of subrogation as against OWNER and ENGINEER on account of injury sustained by an employee(s) of the CONTRACTOR.



2. Commercial General Liability: Coverage shall provide minimum limits of liability of \$1,000,000 per occurrence Combined Single Limit for Bodily Injury and Property Damage. This shall include coverage for:
    - a. Premises/Operations
    - b. Products/Completed Operations
    - c. Contractual Liability
    - d. Independent Contractors
    - e. Explosion
    - f. Collapse
    - g. Underground.
  3. Business Auto Liability: Coverage shall provide minimum limits of liability of \$1,000,000 per occurrence Combined Single Limit for Bodily Injury and Property Damage. This shall include coverage for:
    - a. Owned Autos, and other vehicles
    - b. Hired Autos, and other vehicles
    - c. Non-Owned Autos, and other vehicles.
  4. Special Requirements:
    - a. Ten (10) days prior to the commencement of any work under this Contract, certificates of insurance and endorsement forms in the exact wording and format as presented in these Contract Documents will be provided to the OWNER's Risk Manager for review and approval.
    - b. "Indian River County Florida" will be named as "Additional Insured" on both the General Liability and Auto Liability.
    - c. The OWNER will be given thirty (30) days notice prior to cancellation or modification of any stipulated insurance. Such notification will be in writing by registered mail, return receipt requested and addressed to the OWNER's Risk Manager.
    - d. An appropriate "Indemnification" clause shall be made a provision of the Contract (see paragraph 6.20 of the General Conditions).
    - e. It is the responsibility of the CONTRACTOR to insure that all subcontractors comply with all insurance requirements.
    - f. It should be remembered that these are minimum requirements, which are subject to modification in response to high hazard operation.
    - g. Insured must be authorized to do business and have an agent for service of process in Florida and have Best's Rating of A-VII or better.
    - h. All insurance requirements shall be at the Contractor's sole cost and expense, including any deductible or self-insured retention, without contribution from Indian River County or its insurance carriers.
- D. Additional Insureds:
1. In addition to "Indian River County, Florida," the following individuals or entities shall be listed as "additional insureds" on the CONTRACTOR's liability insurance policies:
    - a. N/A
- E. Contractor shall be responsible for any deductible or self-insured retention.

### **SC-5.05 OWNER's Liability Insurance**

SC-5.05 Delete paragraph GC-5.05.A in its entirety.

**SC-5.06 Property Insurance**

SC-5.06 *Delete paragraphs GC-5.06.A, B, and C in their entirety*

SC-5.06.E *Delete paragraph GC-5.06.E in its entirety*

**SC-5.07 Waiver of Rights**

SC-5.07 *Delete GC-5.07 (paragraphs A, B, and C) in its entirety.*

**SC-5.08 Receipt and Application of Insurance Proceeds**

SC-5.08 *Delete GC-5.08 (paragraphs A and B) in its entirety.*

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

SC-5.09 *Delete GC-5.09 (paragraph A) in its entirety.*

**SC-6.02 Labor; Working Hours**

SC-6.02.B. *Add the following paragraphs immediately after paragraph GC-6.02.B:*

1. Regular working hours are defined as Monday through Friday, excluding Indian River County Holidays, from 7 a.m. to 5 p.m.
2. Indian River County Holidays are: New Year's Day, Martin Luther King, Jr. Day, Good Friday, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, Friday after Thanksgiving, Christmas Eve and Christmas Day. Working on these days will not be permitted without prior written permission and approval from the Construction Coordination Manager.
3. The CONTRACTOR shall receive no additional compensation for overtime work, i.e., work in excess of eight hours in any one calendar day or 40 hours in any one calendar week, even though such overtime work may be required under emergency conditions and may be ordered by the ENGINEER in writing.
4. All costs of inspection and testing performed during overtime work by the CONTRACTOR, which is allowed solely for the convenience of the CONTRACTOR, shall be borne by the CONTRACTOR, and a credit given to the OWNER to deduct the costs of all such inspection and testing from any payments otherwise due the CONTRACTOR.
5. All costs of OWNER's employees and costs of ENGINEER's Consultant resulting from overtime work by the CONTRACTOR, which is allowed solely for the convenience of the CONTRACTOR, shall be borne by the CONTRACTOR, and a credit given to OWNER to deduct all such costs from any payments otherwise due the CONTRACTOR.
6. No work shall commence before 7 a.m. or continue after 5 p.m. except in case of emergency upon specific permission of the ENGINEER.

**SC-6.06 Concerning Subcontractors, Suppliers, and Others**

SC-6.06.C. *Add the following sentence at the end of paragraph GC-6.06.C:*

OWNER or ENGINEER may furnish to any such Subcontractor, Supplier, or other individual or entity, to the extent practicable, information about amounts paid to CONTRACTOR on account of Work performed for CONTRACTOR by a particular Subcontractor, Supplier, or other individual or entity.

**SC-6.08 Permits**

SC-6.08 *Add the following paragraphs immediately after paragraph GC-6.08.A:*

1. The CONTRACTOR shall obtain and pay for all other required permits and licenses. The CONTRACTOR shall provide copies of the permits to the OWNER and ENGINEER and shall comply with all conditions contained in the permits at no extra cost to the OWNER.
2. The CONTRACTOR shall be familiar with all permit requirements during construction and shall be responsible for complying with these requirements. The cost of this effort shall be included in the pay item in which the work is most closely associated with.

**SC-9.05 Authorized Variations in Work**

SC-9.05.A. *Delete the second sentence in paragraph GC-9.05.A in its entirety.*

**SC-11.01 Cost of the Work**

SC-11.01.A.1. *Delete paragraph GC-11.01.A.1 in its entirety, and insert the following sentences in its place:*

1. CONTRACTOR will receive payment for actual costs of direct labor and burden (see SC-2.06.B) for the additional or unforeseen work. Labor includes foremen actually engaged in the work; and will not include project supervisory personnel nor necessary on-site clerical staff, except when the additional or unforeseen work is a controlling work item and the performance of such controlling work item actually extends completion of the project due to no fault of the Contractor. Compensation for project supervisory personnel, but in no case higher than a Project Manager's position, shall only be for the pro-rata time such supervisory personnel spent on the contract. In no case shall an officer or director of the Company, nor those persons who own more than 1% of the Company, be considered as project supervisory personnel, direct labor or foremen hereunder. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, shall be included in the above to the extent authorized by OWNER.

**SC-13.03 Test and Inspections**

SC-13.03.B. *Delete paragraph GC-13.03.B in its entirety, and insert the following sentences in its place:*

- B. OWNER shall employ and pay for the services of an independent testing laboratory to perform all initial inspections, tests, or approvals required by the Contract Documents except those inspections, tests, or approvals listed immediately below. Subsequent inspections, tests, or approvals required after initial failing inspections, tests, or approvals shall be paid for by the CONTRACTOR by back charge to subsequent applications for payment. The CONTRACTOR shall arrange, obtain, and pay for the following inspections, tests, or approvals:
1. inspections, tests, or approvals covered by paragraphs 13.03.C and 13.03.D below;
  2. costs incurred in connection with tests or inspections conducted pursuant to paragraph 13.04.B shall be paid as provided in said paragraph 13.04.B;
  3. tests otherwise specifically provided in the Contract Documents.

**SC-13.05 OWNER May Stop the Work**

SC-13.05.A. *Delete paragraph GC-13.05.A in its entirety and insert the following paragraph in its place:*

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

**SC-13.07 Correction Period**

SC-13.07 A. *Delete the first sentence of paragraph GC-13.07.A in its entirety and insert the following sentence in its place*

- A. If within one year after the date of Final Completion or such longer period of time as may be prescribed by Laws or Regulations or by the terms of any applicable special guarantee required by the Contract Documents or by any specific provision of the Contract Documents, any Work is found to be defective, or if the repair of any damages to the land or areas made available for CONTRACTOR's use by OWNER or permitted by Laws and Regulations as contemplated in paragraph 6.11.A is found to be defective, CONTRACTOR shall promptly, without cost to OWNER and in accordance with OWNER's written instructions: (i) repair such defective land or areas, or (ii) correct such defective Work or, if the defective Work has been rejected by OWNER, remove it from the Project and replace it with Work that is not defective, and (iii) satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others or other land or areas resulting therefrom.

SC-13.07 B. *Delete paragraph GC-13.07.B in its entirety and insert the following sentence in its place*

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

**SC-14.02 Progress Payments**

SC-14.02.B.5. *Delete paragraph GC-14.02.B.5.d in its entirety and insert the following paragraph in its place:*

- d. ENGINEER has actual knowledge of the occurrence of any of the events enumerated in paragraph 15.02.A; or

SC-14.02.B.5. *Add the following sentences at the end of paragraph GC-14.02.B.5:*

- e. OWNER has been required to pay ENGINEER additional compensation because of CONTRACTOR delays or rejection of defective Work; or
- f. OWNER has been required to pay an independent testing laboratory for subsequent inspections, tests, or approvals taken after initial failing inspections, tests, or approvals.

SC-14.02.C.1. *Delete paragraph GC-14.02.C.1 in its entirety and insert the following paragraph in its place:*

C. Payment Becomes Due

1. Payment shall be made by OWNER to CONTRACTOR according to the Local Government Prompt Payment Act. F.S. 218.70 et. seq.

**SC-14.04 Substantial Completion**

SC-14.04A. *After the third sentence in paragraph GC-14.04A of the General Conditions, delete the remainder of paragraph 14.04A in its entirety and replace with the following:*

“If Engineer considers the Work substantially complete, Engineer will prepare and deliver to Owner a tentative certificate of Substantial Completion that shall fix the date of Substantial Completion. In accordance with the provisions of Florida Statutes section 208.735(7)(a)(2023), upon receipt of the tentative certificate of Substantial Completion from Engineer, the Owner, the Engineer, and the Contractor shall conduct a walk-through inspection of the Project to document a list of any items required to render the Work on the Project complete, satisfactory, and acceptable under this Agreement (herein the “Statutory List”). The Statutory List shall be reduced to writing and circulated among the Owner, the Engineer, and the Contractor by the Owner or the Engineer within 30 calendar days after substantial completion. The Owner and Contractor acknowledge and agree that: 1) the failure to include any corrective work, or pending items that are not yet completed, on the Statutory List does not alter the responsibility of the Contractor to complete all of the Work under this Agreement; 2) upon completion of all items on the Statutory List, the Contractor may submit a pay request for all remaining retainage except as otherwise set forth in this Agreement; and 3) any and all items that require correction under this Agreement and that are identified after the preparation of the Statutory List remain the obligation of the Contractor to complete to the Owner’s satisfaction under this Agreement. After receipt of the Statutory List by the Contractor, the Contractor acknowledges and agrees that it will diligently proceed to complete all items on the Statutory List and schedule a final walk-through in anticipation of final completion on the Project.”

SC-14.04B *Add the following new paragraph immediately after paragraph GC 14.04B:*

C. At the time of delivery of the tentative certificate of Substantial Completion, Engineer will deliver to Owner and Contractor a written recommendation as to division of responsibilities pending final payment between Owner and Contractor with respect to security, operation, safety, and protection of the Work, maintenance, heat, utilities, insurance, and warranties and guarantees

D. For construction projects less than \$10 million, at the time the Owner is in receipt of the Certificate of Substantial Completion, the Owner shall have 30 calendar days to provide a list to the Contractor of items to be completed and the estimated cost to complete each item on the list. Owner and Contractor agree that the Contractor’s itemized bid shall serve as the basis for determining the cost of each item on the list.

For projects in excess of \$10 million, owner shall have up to 45 calendar days following receipt of Certificate of Substantial Completion of the project to provide contractor with said list.

Payment of retainage

E. Within 20 business days following the creation of the list, Owner shall pay Contractor the remaining contract balance including all retainage previously withheld by Owner except for an amount equal to 150% of the estimated cost to complete all of the items on the list.

Upon completion of all items on the list, the Contractor may submit a payment request for the amount of the 150% retainage held by the Owner. If a good faith dispute exists as to whether one or more of the items have been finished, the owner may continue to withhold the 150% of the total cost to complete such items. The owner shall provide Contractor written reasons for disputing completion of the list.

#### **SC-14.07 Final Payment**

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

##### **C. Payment Becomes Due**

1. Payment shall be made by OWNER to CONTRACTOR according to the "Local Government Prompt Payment Act", Florida Statutes section 218.70, et. seq.

#### **SC-15.01 OWNER May Suspend Work**

SC-15.01.A *Delete the last sentence in paragraph GC-15.01.A and insert the following in its place:*

CONTRACTOR shall be allowed an extension of the Contract Times, directly attributable to any such suspension if CONTRACTOR makes a Claim for an extension as provided in paragraph 10.05. CONTRACTOR shall not be allowed an adjustment of the Contract Price and 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 Work suspension.

#### **SC-15.02 OWNER May Terminate For Cause**

SC-15.02.A.5 and SC-15.02.A.6 *Add the following new paragraphs immediately after paragraph GC-15.02.A.4:*

5. CONTRACTOR's violation of Section 02225 – "Erosion Control and Treatment of Dewatering Water From the Construction Site."
6. CONTRACTOR's failure to make payment to Subcontractors or Suppliers for materials or labor in accordance with the respective agreements between the CONTRACTOR and the Subcontractors or Suppliers.
7. CONTRACTOR certifies that it and its related entities as defined by Florida law are not on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725 of the Florida Statutes, and are not engaged in a boycott of Israel. In addition, if this agreement is for goods or services of one million dollars or more, CONTRACTOR certifies that it and its related entities as defined above by Florida law are not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473 of the Florida Statutes and are not engaged in business operations in Cuba or Syria.

OWNER may terminate this Contract if CONTRACTOR is found to have submitted a false certification as provided under section 287.135(5), Florida Statutes, been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria, as defined by section 287.135, Florida Statutes.

OWNER may terminate this Contract if CONTRACTOR, including all wholly owned subsidiaries, majority-owned subsidiaries, and parent companies, that exist for the purpose of making profit, is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel as set forth in section 215.4725, Florida Statutes.

#### **SC-15.04 CONTRACTOR May Stop Work or Terminate**

SC-15.04 *Delete the following text from the first sentence of paragraph GC-15.04.A:*

~~or OWNER fails for 30 days to pay CONTRACTOR any sum finally determined to be due,~~

SC-15.04 *Delete the following text from the second sentence of paragraph GC-15.04.A:*

~~or OWNER has failed for 30 days to pay CONTRACTOR any sum finally determined to be due,~~

#### **SC-16 Dispute Resolution**

##### **SC-16.02 Mediation**

SC-16 *Add the following new paragraph immediately after paragraph GC-16.01.*

##### SC-16.02 Mediation

- A. OWNER and CONTRACTOR agree that they shall submit any and all unsettled Claims or counterclaims, disputes, or other matters in question between them arising out of or relating to the Contract Documents or the breach thereof, to mediation by a certified mediator of the 19<sup>th</sup> Judicial Circuit in Indian River County unless delay in initiating mediation would irrevocably prejudice one of the parties. The mediator of any dispute submitted to mediation under this agreement shall not serve as arbitrator of such dispute unless otherwise agreed.

#### **SC-17 Miscellaneous**

##### **SC-17.06 Liens**

*Add the following new paragraphs immediately after paragraph GC17.05:*

##### SC-17.06 Liens

- A. This project is a "Public Works" under Chapter 255, Florida Statutes. No merchant's liens may be filed against the OWNER. Any claimant may apply to the OWNER for a copy of this Contract. The claimant shall have a right of action against the CONTRACTOR for the amount due him. Such action shall not involve the OWNER in any expense. Claims against the CONTRACTOR are subject to timely prior notice to the CONTRACTOR as specified in Florida Statutes Section 255.05. The CONTRACTOR shall insert the following paragraph in

all subcontracts hereunder:

“Notice: Claims for labor, materials and supplies are not assessable against Indian River County and are subject to proper prior notice to (CONTRACTOR’S Name) and to (CONTRACTOR Surety Company Name), pursuant to Chapter 255 of the Florida Statutes. This paragraph shall be inserted in every sub-subcontract hereunder.” The payment due under the Contract shall be paid by the OWNER to the CONTRACTOR only after the CONTRACTOR has furnished the OWNER with an affidavit stating that all persons, firms or corporations who are defined in Section 713.01, Florida Statutes, who have furnished labor or materials, employed directly or indirectly in the Work, have been paid in full. The OWNER may rely on said affidavit at face value. The CONTRACTOR does hereby release, remiss and quit-claim any and all rights he may enjoy perfecting any lien or any other type of statutory common law or equitable lien against the job.

++END OF SUPPLEMENTARY CONDITIONS++



**SECTION 00942 – Change Order Form**

No. \_\_\_\_

DATE OF ISSUANCE: \_\_\_\_\_

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

OWNER: Indian River County

CONTRACTOR \_\_\_\_\_

Project: Gifford Elevated Storage Tank Modification and Rehabilitation

OWNER's Project No. IRC-13.23.538

OWNER'S Bid No. 2024047

You are directed to make the following changes in the Contract Documents:

Description:

Reason for Change Order:

Attachments: (List documents supporting change)

CHANGE IN CONTRACT PRICE:	
Description	Amount
Original Contract Price	\$ _____
Net Increase (Decrease) from previous Change Orders No. _____ to _____:	\$ _____
Contract Price prior to this Change Order:	\$ _____
Net increase (decrease) of this Change Order:	\$ _____
Contract Price with all approved Change Orders:	\$ _____

CHANGE IN CONTRACT TIMES	
Description	Time
Original Contract Time:	(days or dates) _____
Substantial Completion:	_____
Final Completion:	_____
Net change from previous Change Orders No. _____ to _____:	(days) _____
Substantial Completion:	_____
Final Completion:	_____
Contract Time prior to this Change Order:	(days or dates) _____
Substantial Completion:	_____
Final Completion:	_____
Net increase (decrease) this Change Order:	(days or dates) _____
Substantial Completion:	_____
Final Completion:	_____
Contract Time with all approved Change Orders:	(days or dates) _____
Substantial Completion:	_____
Final Completion:	_____

<b>ACCEPTED:</b>
By: _____
CONTRACTOR (Signature)
Date: _____

<b>RECOMMENDED:</b>
By: _____
ENGINEER (Signature)
Date: _____

<b>APPROVED:</b>
By: _____
OWNER (Signature)
Date: _____

SECTION 00948 – Work Change Directive

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

DATE OF ISSUANCE: \_\_\_\_\_

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

OWNER: Indian River County

CONTRACTOR \_\_\_\_\_

Project: Gifford Elevated Storage Tank Modification and Rehabilitation

OWNER's Project No. IRC-13.23.538

OWNER'S Bid No. 2024047

\_\_\_\_\_ You are directed to proceed promptly with the following changes:

Description:

Reason for Change Order:

Attachments: (List documents supporting change)

If OWNER or CONTRACTOR believe that the above change has affected Contract Price any Claim for a Change Order based thereon will involve one or more of the following methods as defined in the Contract Documents.

Method of determining change in Contract Prices

- Unit Prices
- Lump Sum
- Other: \_\_\_\_\_
- By Change Order:

Method of determining change in Contract Times

- Contractor's Records
- Engineer's Records
- Other: \_\_\_\_\_
- By Change Order:

Estimated increase (decrease) of this Work Change Directive  
\$ \_\_\_\_\_

If the change involves an increase, the estimated amount is not to be exceeded without further authorization.

Estimated increase (decrease) in Contract Times:

Substantial Completion: \_\_\_\_\_ days;  
Ready for Final Completion: \_\_\_\_\_ days.

If the change involves an increase, the estimated time is not to be exceeded without further authorization.

ACCEPTED:
By:
CONTRACTOR (Signature)
Date:

RECOMMENDED:
By:
ENGINEER (Signature)
Date:

APPROVED:
By:
OWNER (Signature)
Date:

**\*\* END OF SECTION \*\***

# APPENDIX A

## SCHEDULE OF PERMIT FEES

No permits are anticipated, however the following entities have permitting authority in the project area: Indian River County (schedule of fees attached), SJRWMD, IRFWCD, FDEP)

# **APPENDIX B**

## **INDIAN RIVER COUNTY FERTILIZER ORDINANCES**

# **APPENDIX C**

**INDIAN RIVER COUNTY TRAFFIC ENGINEERING DIVISION**

## **SPECIAL CONDITIONS FOR RIGHT-OF-WAY CONSTRUCTION**

# APPENDIX D

## Subsurface Soil Exploration and Geotechnical Engineering Evaluation

# Indian River County Building Division Permit Fee Schedule

EFFECTIVE 10/11/21

#	Permit Type	Application Fee	Permit Fee	Comments
1	<b>New Buildings, Alterations, Mobile and Modular Homes</b>	\$200.00	0.4334% of ICC Building Valuation over \$46,146.75	Base permit fee includes subcontractor work (electrical, plumbing, mechanical, insulation, alarm, and irrigation) if subcontractor work is shown on the permit documents, if the value of the subcontractor work is included as part of the aggregate construction value and if subcontractor affidavits are submitted with the application. Commercial Site work and all Accessory Structures are excluded.
2	<b>Additions, Alterations, Misc. Commercial</b>			

Residential / Commercial Trade Permits				EFFECTIVE 10/11/21	
#	Permit Fee	Comments			
3	Aboveground Swimming Pool	\$75.00	Additional permit fee of 0.4334% of contract / work order valuation over \$17,305; permit fee due at time of application. Fee Includes one inspection. Trade permits requiring plan review subject to a \$55 plan review fee.		
4	Burglar Alarm	\$75.00			
5	Electric	\$75.00			
6	Electrical	\$75.00			
7	Electrical Service Change	\$75.00			
8	Electrical Temporary Pole	\$75.00			
9	Fence	\$75.00			
10	Fuel Gas	\$75.00			
11	In-fill Screening	\$75.00			
12	Insulation	\$75.00			
13	Irrigation System	\$75.00			
14	Mechanical	\$75.00			
15	Plumbing	\$75.00			
16	Pool Barrier (excluding screened enclosure)	\$75.00			
17	Pre-fabricated detached accessory structure	\$75.00			
18	Residential Paving (Driveway, Patio Slab)	\$75.00			
19	Solar water or PV	\$75.00			
Residential Specialty Permits					
#	Permit Type	Permit Fee	Comments		
20	Door / Window - Replacement / Hurricane Shutters	\$75.00	Fee includes up to 4 components or openings	Additional permit fee of 0.4334% of contract / work order valuation over \$17,305; permit fee due at time of application. Fee Includes one inspection. Trade permits requiring plan review subject to a \$55 plan review fee.	
21	Door / Window - Replacement / Hurricane Shutters	\$200.00	Greater than 4 components or openings	Additional permit fee of 0.4334% of contract / work order valuation over \$46,146.75; permit fee due at time of application.	
22	Garage door replacement - (1Door)	\$75.00	\$25 for each additional door in the same building / unit	Additional permit fee of 0.4334% of contract / work order valuation over \$17,305; permit fee due at time of application. Fee Includes one inspection. Trade permits requiring plan review subject to a \$55 plan review fee.	



<b>Level-1 Specialty Permits</b>					
#	Permit Type	Permit Application Fee	Comments		
23	Aluminum Structures	\$200.00	Additional permit fee of 0.4334% of contract / work order valuation over \$46,146.75; permit fee due at time of application.		
24	Sign	\$200.00			
25	Demolition	\$200.00			
26	Deck, Dock or Seawall	\$200.00			
27	Door or window replacement- Commercial	\$200.00			
28	Garage doors replacement – Commercial	\$200.00			
29	House Moving	\$200.00			Separate Alteration permit required for foundation and improvements at relocation site.
30	Hurricane Shutters - Commercial	\$200.00			
31	Site-Built Accessory Structure	\$200.00			
32	Commercial Paving	\$200.00			
<b>Level-2 Residential and Commercial Specialty Permits</b>					
#	Permit Type	Application Fee	Permit Fee	Comments	
33	Miscellaneous Permits: e.g: Fixed Station Generator		\$225.00	Additional permit fee of 0.4334% of contract / work order valuation over \$51,916; permit fee due at time of application.	
34	Re-roofing		\$225.00		
35	Residential Pool		\$225.00		
36	Commercial Pool	\$200.00	\$250.00	Additional permit fee of 0.4334% of contract / work order valuation over \$57,685; permit fee due at time of application.	
<b>INSPECTION RELATED FEES</b>					
		FEE			
37	Re-inspection fee	\$45.00		[1] failure to comply with code/plan requirements. [2] unproductive inspector trip (unable to access the work or not ready for inspection). [3] Advisory Inspection requested by contractor or owner.	
38	After-Hour Inspections	\$50 / hour. Minimum 4-hour charge		Must be arranged 2 days in advance.	

<b>Plan Review</b>		<b>FEE</b>	<b>Comments</b>	EFFECTIVE 10/11/24
39	1st and 2nd Application / Plan Rejection / Modification	\$100 each	When content fails to meet sufficiency Requirement Check List (per state statute).	
40	3rd and subsequent Application / Plan Rejection / Modification	Four (4) times the original plan review fee (1/3 permit fee)	When content fails to meet sufficiency Requirement Check List (per state statute).	
41	Revision - small format	\$50.00	one 8.5 x 11 sheet	
42	Revision - large format	\$100.00	plan sheets - large format - or more than one 8.5x11	
43	Pre-Application Design Review	\$100.00		
<b>Contractor Licensing</b>		<b>FEE</b>		
44	Competency Card Application Fee	\$50.00		
45	Competency Card Renewal Fee	\$50.00		
<b>Administrative Service Fees</b>		<b>FEE</b>	<b>Comments</b>	
46	Microfilm / Microfiche Document Requests Document Research	See Archive Request form		
47	Digital Document requests	See Archive Request form		
48	Paper documents from database or copier	0.25* / 0.50** per page fee	8.5x11*, 8.5x14*, 11x17**	
49	Change of contractor	\$50.00		
50	Change of sub-contractor	\$20.00		
<b>GENERAL INFORMATION</b>				
	<b>Valuation methodology</b>	Valuation is based on the greater of contract value or latest ICC valuation table or as otherwise acceptable to the Building Official for specialty work not addressed by the ICC valuation table. The job valuation must include labor, overhead and profit. Valuation of total improvement (excluding land) shall be used.		
	<b>Penalties (statutory).</b>	Any person who commences any work requiring a permit before obtaining the permit shall be subject to a penalty of one hundred percent (100%) (Double) of the standard permit fee. The payment of such penalty shall not relieve any person(s) from complying with the requirement of the Building Code, the IRC Code of Ordinances, any applicable laws, or this resolution		
	<b>Multiple Buildings</b>	Multiple Buildings on one property: Work in common areas of buildings is individually permitted per building not per property.		
	<b>Refunds</b>	Permit and Permit Application fees are non-refundable.		
	<b>Private Provider Fee Reductions</b>	A fee reduction for Private Provider related permits will be calculated as follows: 10% reduction in fees if a "Private Provider" is utilized for Permit Plan Review, and 25% reduction in fees if a "Private Provider" is utilized for Permit related Inspections.		
	<b>Credit Card Service Fee</b>	Credit card payments are subject to a 2.5% per transaction fee with a \$2 minimum		

■ *Technical Specifications*

# Gifford Water Tank Structural Rehabilitation

*PREPARED FOR:  
INDIAN RIVER UTILITIES*



*PREPARED BY:  
KIMLEY-HORN AND ASSOCIATES, INC.  
421 FAYETTEVILLE STREET, SUITE 600  
RALEIGH, NC 27601  
COA #35106*

March 2024  
PROJECT NO. 044572077

**Kimley»»Horn**

**SECTION 01000**  
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	05120	Structural Steel
	05500	Miscellaneous Metals
<b>6</b>		<b>WOOD AND PLASTICS – NOT USED</b>
<b>7</b>		<b>THERMAL AND MOISTURE PROTECTION – NOT USED</b>
<b>8</b>		<b>DOORS AND WINDOWS – NOT USED</b>
<b>9</b>		<b>FINISHES</b>
	09900	Painting
<b>10</b>		<b>SPECIALTIES – NOT USED</b>
<b>11</b>		<b>EQUIPMENT – NOT USED</b>
<b>12</b>		<b>FURNISHINGS – NOT USED</b>
<b>13</b>		<b>SPECIAL CONSTRUCTION – NOT USED</b>
<b>14</b>		<b>CONVEYING SYSTEMS – NOT USED</b>
<b>15</b>		<b>MECHANICAL – NOT USED</b>
<b>16</b>		<b>ELECTRICAL – NOT USED</b>

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**SECTION 01010**  
**SUMMARY OF WORK**

**PART 1 - GENERAL**

**1.1 WORK COVERED BY THESE CONTRACT DOCUMENTS**

Furnish all labor and materials necessary to construct the improvements to the existing Gifford Water Tank in Indian River County, Florida, including the following: site preparation, replacement of structural members and connections, installation of tank ballast material, climbing facility upgrades, reapplication of paint and coating; and all accessory items to provide a complete construction as depicted in these documents.

A. Contractor's Duties:

1. Except as specifically noted, provide and pay for:
  - a. Mobilization and demobilization.
  - b. Labor, materials, and equipment.
  - c. Tools, construction equipment, and fuel.
  - d. Freight and sales tax.
  - e. Testing and laboratory services.
  - f. Surveying and field engineering.
  - g. Record Information in a format acceptable to the Engineer. Information will be used by the Engineer for Record Drawing development.
  - h. Compliance with all of the conditions of the permits issued for this project.

**1.2 CONTRACTS**

- A. Construct the Work under a Lump Sum Price contract in accordance with the contract documents and with the Owner.
- B. Subcontractors (when used) shall work directly for the contractor.

**1.3 WORK BY OTHERS AND FUTURE WORK**

- A. The Owner reserves the right to add to the work in accordance with the Contract Documents.
- B. The Owner reserves the right to direct purchase significant pieces of equipment and/or materials included in this contract by means of a deductive Change Order to this Contract and issuance of a Purchase Order to the supplier or vendor of the equipment or materials for the purpose of the sales tax end use savings.

**1.4 WORK SEQUENCE**

- A. To minimize plant shutdowns, specific sequence of work will be discussed and decided at the Pre-Construction Meeting, whereas certain areas may be assigned priority to accommodate Owner's needs.
- B. Sequence of construction is provided for the contractor's benefit. Contractor shall read the sequence of construction in its entirety to fully understand the proposed work and how each improvement impacts operations. Equipment and materials required in subsequent tasks must be procured in advance to minimize impacts to operations.

- C. The suggested sequence of construction is provided to minimize impacts to operations and shutdown durations during construction.
- D. The following sequence of construction is suggested for the structural upgrades:
  - 1. Phase 1:
    - a. Replacement of structural members and hard ware in accordance with the following Modification Schedule items of the referenced construction plans.
      - (i) Contractor pre-modification inspection
      - (ii) Replace sway rod members and hardware
      - (iii) Replace horizontal strut members and hardware
      - (iv) Replace hub rod members and hardware
      - (v) Replace sway rod pins
      - (vi) Replace horizontal strut termination hardware
      - (vii) Install ballast material into the tank bowl
      - (viii) Upgrade climbing facilities
  - 2. Phase 2:
    - a. Entirety of water tank structure shall be sand-blasted to remove all existing coatings.
    - b. Upon completion of sand blasting, an inspection shall be performed to determine if any additional deficiencies are present on the structure. The Engineer shall review observations and provide recommendations for repair, if necessary. Additional repairs beyond the scope of the Construction Plans may be required in accordance with a change order, or under a separate bid project.
    - c. Pending any necessary remediation following the sand-blasting, the structure shall be painted and coated in accordance with the county specifications for protection and color.

#### **1.5 CONTRACTOR-FURNISHED PRODUCTS AND RESPONSIBILITIES**

- A. Products furnished to the site and paid for by Contractor: All products necessary to complete the work described herein these contract documents and specifications to provide a complete and functional.
- B. Contractor's Responsibilities:
  - 1. Review and incorporate Owner and Engineer-reviewed shop drawings, product data, and samples into the construction of the project.
  - 2. Receive and unload products at site; inspect for completeness or damage jointly with Owner.
  - 3. Repair or replace items damaged after receipt.
  - 4. Arrange and pay for product delivery to site.
  - 5. Handle, store, protect and install all delivered products.
  - 6. Submit claims for transportation damage and replace damaged, defective, or deficient items.
  - 7. Arrange for manufacturers' warranties, inspections, and service.

#### **1.6 PERMITS REQUIRED**

- A. Contractor shall prepare and submit permit application and plans to Indian River County Building Department and pay the associated permit application fees. The Contractor will be responsible to submit the permit application, obtain the permit and associated subcontractor permits.

**1.7 CONTRACTOR'S USE OF THE PREMISES**

- A. All work shall be within the limits of construction shown on the plans.
- B. Access to the site shall be from the Treasure Coast Community College parking lot on 28<sup>th</sup> Court. Contractor shall not obstruct or park along the right of way or any roadways or parking areas. If parking spaces are required for crew vehicles, permits shall be coordinated with the College and the Owner.
- C. Time restrictions for performing work: All work shall be performed during daylight working hours, Monday through Friday, 7:00 AM to 6:00 PM. The Contractor may extend working hours only if approved in writing by the Owner.

**PART 2 - PRODUCTS**

Not used.

**PART 3 - EXECUTION**

Not used.

- END OF SECTION -



**SECTION 01030  
HURRICANE PREPAREDNESS**

**PART 1 - GENERAL**

**1.1 HURRICANE PREPAREDNESS PLAN**

- A. The Contractor’s attention is drawn to the possibility of hurricane or severe storm conditions occurring at the site of work during the course of Contract Work.
- B. Within fourteen (14) days of the date of the Notice to Proceed, the Contractor shall submit to the Engineer and Owner a Hurricane Preparedness Plan specific to this project. The plan should outline the necessary measures which the Contractor proposes to perform at no additional cost to the Owner in case of a hurricane or severe weather warning.
- C. In the event of inclement weather, or whenever the Owner shall direct, the Contractor shall, and will, cause Subcontractors to protect carefully the Work and materials against damage or injury. Work and materials damaged due to inclement weather shall be removed and replaced at the expense of the Contractor.
  - 1. Hurricane Watch: Upon designation of a hurricane watch, the Contractor shall be responsible for storing all loose supplies and strapping down or removing large materials and equipment on the job site that may pose a danger. In addition, the Contractor shall remove all bulkheads and plugs in pipelines that would impede drainage in the case of flooding. Structures that may be in danger of floatation shall be flooded. The Contractor shall also cooperate with the Owner in protecting any other structures at the site.
  - 2. Hurricane Warning: No mobile “temporary facility” under the control of or on the property of the Owner shall be staffed during a hurricane warning. Contractor facilities meeting these criteria shall be evacuated. Reasonable steps shall be taken to protect all such facilities and their contents from damage and to avoid the facility causing damage to the surroundings.
- D. The Hurricane Preparedness Plan shall also apply to all forecasted inclement weather with sustained wind speeds exceeding 40 mph, and gusts exceeding 60 mph.

**PART 2 - PRODUCTS**

Not used.

**PART 3 - EXECUTION**

Not used.

- END OF SECTION -

**SECTION 01050  
FIELD ENGINEERING AND SURVEYING**

**PART 1 - GENERAL**

**1.1 SECTION INCLUDES**

- A. Provide and pay for field engineering and surveying services required for the project.
- B. Owner's representative will identify existing control points, as required.
- C. Related requirements in other parts of the project manual:
  - 1. Conditions of the Contract.
- D. Related requirements specified in other sections and divisions:
  - 1. Section 01010 - Summary of Work.
  - 2. Section 01720 – Project Record Drawings.

**1.2 QUALIFICATIONS OF SURVEYOR**

- A. Qualified Land Surveyor registered in the state of Florida.

**1.3 SURVEY REFERENCE POINTS**

- A. Existing basic horizontal and vertical control points for the project are those designated on the drawings.
- B. Contractor shall locate and protect survey control and reference points.

**1.4 PROJECT SURVEY REQUIREMENTS**

- A. Establish lines, grades, and elevations by instrumentation or similar appropriate means utilizing recognized engineering survey practices.
- B. Horizontal alignment for the proposed construction will be controlled by right-of-way lines, property line, and existing structures. The Contractor shall be responsible to establish reference lines and necessary offsets to establish piping alignment, and equipment and structure location.
- C. Vertical alignment for the proposed construction will be based on the existing grades and benchmark identified on the drawings. The Contractor shall be responsible to establish proposed grades. The grade stakes shall be provided by the Contractor.

**1.5 RECORDS**

- A. Maintain a complete, accurate log of all control and survey work as it progresses.
- B. Submit a copy of the site drawing and certificate signed by land surveyor that the elevations and locations of the Work are in conformance with the Contract Documents.

**1.6 SUBMITTALS**

- A. Deliver Submit name and address of Surveyor/Engineer or Owner.
- B. On request, submit copies of field notes.

**1.7 EXAMINATION**

- A. Contractor is responsible for verifying survey control points prior to initiation of work.
- B. Contractor shall promptly notify Engineer of any discrepancies discovered.

**1.8 QUALITY CONTROL**

- A. Quality control of the Work shall be the Contractor's responsibility and Contractor shall make every effort to produce the best quality of work, as specified on the drawings and specifications.
- B. Twenty-four (24) hour notification to the Engineer by the Contractor shall be required for all specified field investigations unless otherwise noted.

**PART 2 - PRODUCTS**

Not used.

**PART 3 - EXECUTION**

Not used.

**- END OF SECTION -**

**SECTION 01150  
MEASUREMENT AND PAYMENT**

**PART 1 - GENERAL**

**1.1 SCOPE OF THIS SECTION**

- A. The following explanation of the Measurement and Payment for the Schedule of Payment items is provided; however, the omission or reference to any item shall not alter the intent of the Bid Form or relieve the Contractor of the necessity of constructing a complete project under this Contract.
- B. The quotations prepared by the Contractor for the various items of work are intended to establish a total price for completion of the work in its entirety. Should the Contractor feel that the cost for any particular work item has not been established by the Bid Items or this Section, the Contractor shall notify the Owner prior to submitting a Bid. If no notice is provided by Contractor to the Owner at least three days prior to the date Bids are due, Owner will expect that the submitted Bid includes all costs to complete the Work in its entirety.
- C. The Owner reserves the right to increase or decrease the quantity of any item or portion of the work during the progress of construction in accordance with the terms of the Contract.
- D. Unit prices, if used, are used as a means for computing the bid, for Contract purposes, for periodic payments, for determining value of additions or deletions.
- E. Payment shall be made for the items listed on the Bid Form on the basis of the work actually performed and completed, such work including but not limited to, the furnishing of all necessary labor, materials, equipment, tools, transportation, delivery, disposal of waste and surplus material, and backfilling as shown in the plans, and all other appurtenances to complete the construction and installation of the work as shown on the drawings and described in the specifications. estimated quantities
- F. Where quantities are shown they are approximate and are given only as a basis of calculation upon which the award of the contract is to be made. The Owner or ENGINEER do not assume any responsibility for the final quantities, nor shall CONTRACTOR claim misunderstanding because of such estimate of quantities. Final payment will be made only for the satisfactorily completed quantity of each item.

**1.2 SUBMITTALS**

- A. Project Unit Costs and Payment Information:
  - 1. Schedule of Values to provide a breakdown of the work within each unit price item.
  - 2. Application for Payment
  - 3. Final Application for Payment
  - 4. Submittals shall be in accordance with Section 01300.

**1.3 SCHEDULE OF VALUES**

- A. Contractor shall prepare a detailed schedule of values for Owner's review with the signed Agreement to the Owner. The schedule shall contain sufficient detail quantifying the component parts of Work for the purpose of making monthly progress payments during the construction

period. Monthly progress payments will be based on the percentage of work demolished, procured, prepared, installed, completed, and accepted by the Owner.

- B. The schedule shall contain sufficient detail for proper identification of work accomplished. The sum of all scheduled items shall equal the total value of the contract. The sum of the breakdown of each Bid Item shall equal the total value of the Bid Item.
- C. Unit Price Work: Reflect unit price quantity and price breakdown from the conformed bid form.
- D. Lump Sum Work:
  - 1. Reflect Schedule of Values
  - 2. List Bonds and Insurance, Mobilization, Demobilization, Facility Startup and Contract Closeout separately.
  - 3. Breakdown Divisions 2 through 17 with appropriate subdivision of each Specification.
- E. An unbalanced, front end loaded schedule will not be accepted by Owner.

#### **1.4 APPLICATION FOR PAYMENT**

- A. Include accepted schedule of values for each portion of work and the unit price breakdown for the work to be paid on a unit price basis, and a listing of Owner selected equipment, if applicable, and allowances, as appropriate.
- B. Preparation:
  - 1. List each Change Order and Written Amendment executed prior to date of submission as a separate line item.
  - 2. Submit application for payment, a listing of materials on hand as applicable, and such supporting data as may be requested by the Owner/Engineer.
  - 3. Include Owner's Application for Payment Cover Sheet and partial or full releases of liens, as appropriate, for all subcontractors, suppliers, and Contractor.

#### **1.5 COSTS INCLUDED IN PAYMENT ITEMS**

- A. No separate payment will be made for the following items and the cost of such work shall be included in the applicable pay items of work.
  - 1. Clearing and grubbing.
  - 2. Trench excavation, including necessary pavement removal, except as otherwise specified.
  - 3. Structural fill, backfill, density testing and grading.
  - 4. Replacement of unpaved roadways, grass and shrubbery plots.
  - 5. Cleanup.
  - 6. Foundation and borrow materials, except as hereinafter specified.
  - 7. Testing and placing existing AND new systems in operation, as described in the contract documents.
  - 8. Any material and equipment required to be installed and utilized for tests.
  - 9. Maintaining the existing quality of service during construction.
  - 10. Maintaining or detouring of the traffic, with all equipment and manpower to comply with Roadway and Traffic Standards, FDOT Indices 600, 601, 602, 603, 605, 607, 611, 612, 613, 616, 617, 618, 619, 625, 628, 630, and 635.
  - 11. Appurtenant work as required for a complete and operable system.
  - 12. Cost for security (if special circumstances apply, approval must be received by the Engineer, in writing).
  - 13. Record drawings.

14. Distribution of door hangers.
  15. Material storage areas.
  16. Disposal of excess fill and debris.
  17. Scheduling and calling for utility locates.
- B. Cleanup Contractor's attention is called to the fact that cleanup is considered a part of the work of construction. No payment will be made until cleanup is essentially complete.
- C. Work Outside Authorized Limits No payment will be made for work constructed outside the authorized limits of work.

### **1.6 CHANGE ORDER PROCEDURE**

- A. As defined in the General Conditions, a Change Order is a written order to the CONTRACTOR signed by the Owner authorizing an addition, deletion or revision in the Work, or an adjustment in the Contract Price or the Contract Time which is issued after the execution of the Agreement.
- B. The following procedure shall be used in processing Change Orders:
- C. For Additions to the Work:
1. The Owner shall issue a written order to the CONTRACTOR directing them to accomplish the additional work. The CONTRACTOR shall review the order and if they feel that the additional work entitles them to additional payment or additional time, they may submit a claim as prescribed in the General Conditions of the Contract.
- D. For Deletions from the Work:
1. The Owner shall issue a written order to the CONTRACTOR directing them to make the change. If the Owner feels that the contract price should be reduced as a result of the change, the Owner shall make a claim for the reduction as provided in the General Conditions of the Contract.
- E. Cost of the changes in the work shall be determined in accordance with the requirements spelled out in the General Conditions of the Contract. Modifications to incorporate the changes in cost will be made as the amount of any change is determined.

### **PART 2 - PRODUCTS**

Not used.

### **PART 3 - EXECUTION**

#### **3.1 BID ITEMS**

- A. Bid item #0.1 – Mobilization/De-mobilization
1. The quantity to be paid for under this Section shall be on a lump sum basis. The Contractor's lump sum price shall include full compensation for all work related to mobilization and demobilization, and any other related work, except for any work designated to be paid for separately or to be specifically included in the costs of other work under the Contract.
  2. Basis of Payment: Payment shall be made at the Contract Lump Sum Price and shall include, but not be limited to, the preparatory work and operations in mobilizing for beginning work on the project, including those operations necessary for the movement of personnel, equipment, supplies and incidentals to the project site and establishment of temporary provisions, controls, and utilities. This item shall include those permits that are required to be

obtained by the contractor. This item shall also include field surveying/layout and complete record drawings in accordance with the project specifications and the applicable standards.

3. The items specified in this Section consist of the costs of any pre and post construction expenses necessary for the start and completion of the project, excluding the cost of construction materials. The sum of mobilization and demobilization shall not exceed 10% of the contract price. Partial Payments for mobilization shall be as follows:

<u>Construction Percent</u>	<u>Allowable Percent of</u>
<u>Complete Lump</u>	<u>Sum for Mobilization</u>
5%	25%
10%	50%
25%	75%
100%	100%

B. Bid Item #0.2 – Bonds and Insurance

1. Method of Measurement: The quantity to be paid for under this Section shall be on a lump sum basis. The work specified in this Section consists of securing the appropriate bonds and insurance policies in the amounts specified by the contract documents.
2. Basis of Payment: Payment shall be made at the Contract Lump Sum Price and shall include all compensation for bonds, insurance and indemnification in accordance with the Contract documents.

C. Bid Item #1 – Contractor Pre-Modification Inspection

1. The quantity to be paid for under this Section shall be on a lump sum basis, based on the percentage of the Item completed, and accepted by Owner.
2. Basis of Payment: Payment shall be at the Contract Lump Sum Price and shall include, but not limited to, time on site to meet with Owner and Engineer representatives prior to construction in order to provide an overview for construction procedure, schedule, and documentation.

D. Bid Item #2 – Replace Sway Rod and Associated Hardware

1. The quantity to be paid for under this Section shall be on a lump sum basis, based on the percentage of the Item completed, and accepted by Owner.
2. Basis of Payment: Payment shall be at the Contract Lump Sum Price and shall include, but not limited to, furnishing all materials, labor, and equipment required to replace the existing sway rod assembly, fabricate a new sway rod assembly, and install the sway rod assembly.

E. Bid Item #3 – Replace Horizontal Strut and Associated Hardware

1. The quantity to be paid for under this Section shall be on a lump sum basis, based on the percentage of the Item completed, and accepted by Owner.
2. Basis of Payment: Payment shall be at the Contract Lump Sum Price and shall include, but not limited to, furnishing all materials, labor, and equipment required to replace the existing horizontal strut assembly, fabricate a new horizontal strut assembly, and install the horizontal strut assembly.

F. Bid Item #4 – Replace Hub Rods and Associated Hardware

1. The quantity to be paid for under this Section shall be on a lump sum basis, based on the percentage of the Item completed, and accepted by Owner.

2. Basis of Payment: Payment shall be at the Contract Lump Sum Price and shall include, but not limited to, furnishing all materials, labor, and equipment required to replace the existing hub rod assembly, fabricate a new hub rod assembly, and install the hub rod assembly.
- G. Bid Item #5 – Replace Sway Rod Pins
1. The quantity to be paid for under this Section shall be on a lump sum basis, based on the percentage of the Item completed, and accepted by Owner.
  2. Basis of Payment: Payment shall be at the Contract Lump Sum Price and shall include, but not limited to, furnishing all materials, labor, and equipment required to replace the existing sway rod pin, fabricate a new sway rod pin, and install the sway rod pin.
- H. Bid Item #6 – Replace Horizontal Strut Termination Bolts
1. The quantity to be paid for under this Section shall be on a lump sum basis, based on the percentage of the Item completed, and accepted by Owner.
  2. Basis of Payment: Payment shall be at the Contract Lump Sum Price and shall include, but not limited to, furnishing all materials, labor, and equipment required to replace the existing horizontal strut bolts.
- I. Bid Item #7 – Install Ballast Material into Tank Shell
1. The quantity to be paid for under this Section shall be on a lump sum basis, based on the percentage of the Item completed, and accepted by Owner.
  2. Basis of Payment: Payment shall be at the Contract Lump Sum Price and shall include, but not limited to, furnishing all materials, labor, and equipment required to coordinate with the Owner to have all existing water removed from the tank shell, and install new ballast material into tank shell.
- J. Bid Item #8.1 – Re-tighten Safety Climb and Install Wire Clips
1. The quantity to be paid for under this Section shall be on a lump sum basis, based on the percentage of the Item completed, and accepted by Owner.
  2. Basis of Payment: Payment shall be at the Contract Lump Sum Price and shall include, but not limited to, furnishing all materials, labor, and equipment required to tighten existing safety climb wire in accordance with manufacturer specifications, and procure and install wire clips to existing ladder.
- K. Bid Item #8.2 – Replace Tank Shell Ladder System
1. The quantity to be paid for under this Section shall be on a lump sum basis, based on the percentage of the Item completed, and accepted by Owner.
  2. Basis of Payment: Payment shall be at the Contract Lump Sum Price and shall include, but not limited to, furnishing all materials, labor, and equipment required to remove existing ladder system, fabricate or procure new ladder facilities, and install the ladder to the tank shell structure.
- L. Bid Item #9 – Contractor Post-Modification Inspection
1. The quantity to be paid for under this Section shall be on a lump sum basis, based on the percentage of the Item completed, and accepted by Owner.
  2. Basis of Payment: Payment shall be at the Contract Lump Sum Price and shall include, but not limited to, time on site to meet with Owner and Engineer representatives once construction has concluded in order to observe all items have been installed in accordance with the referenced construction plans. If any discrepancies are observed, these shall be



addressed by the Contractor in accordance with the recommendations of the Owner and/or the Engineer.

M. Bid Item #10 – Sand-Blast and Coat Entire Tank Structure

1. The quantity to be paid for under this Section shall be on a lump sum basis, based on the percentage of the Item completed, and accepted by Owner.
2. Basis of Payment: Payment shall be at the Contract Lump Sum Price and shall include, but not limited to, furnishing all materials, labor, and equipment required to perform sand-blasting to remove all existing paint and coatings, apply new coating in accordance with Owner and Engineer requirements.

**3.2 NON-PAYMENT FOR REJECTED OR UNUSED PRODUCTS**

- A. Payment will not be made for following:
1. Loading, hauling, and disposing of rejected material.
  2. Quantities of excavated material wasted or disposed of in manner not called for under Contract Documents.
  3. Rejected loads of material, including material rejected after it has been placed by reason of failure of Contractor to conform to provisions of Contract Documents.
  4. Material not unloaded from transporting vehicle.
  5. Defective Work not accepted by Owner.
  6. Material remaining on hand after completion of Work.

**3.3 PARTIAL PAYMENT FOR STORED MATERIALS AND EQUIPMENT**

- A. Partial Payment: No partial payments will be made for materials and equipment delivered or stored for this project.
- B. Final Payment: Will be made only for products incorporated in Work; remaining products, for which partial payments have been made, shall revert to Contractor unless otherwise agreed, and partial payments made for those items will be deducted from final payment.
- C. Final Payment will not be made until all Record Drawings are acceptable to Owner/Engineer, Operation and Maintenance Manuals are final and acceptable to Owner/Engineer, final release of liens have been received for Contractor, Sub-contractor, suppliers, and vendors, all spare parts have been received (by Owner), and all punch list items are complete and acceptable to Owner/Engineer.

- END OF SECTION -

**SECTION 01300**  
**SUBMITTALS**

**PART 1 - GENERAL**

**1.1 WORK INCLUDED**

- A. Contractor shall submit to the Engineer, shop drawings, project data and samples required by specification sections.

**1.2 SCHEDULES**

- A. Prepare and submit a Construction Schedule.
- B. Prepare and submit a separate schedule listing dates for submission of shop drawings and projected return dates.
- C. Schedules shall be updated and re-submitted on a monthly basis throughout the duration of the project.
- D. Prepare and submit two-week look ahead schedules bi-weekly throughout duration of the project.
- E. Coordinate all work with OWNER operations staff. Construction activities that impact operations require 48 hours advance notice and approval from the OWNER.

**PART 2 - PRODUCTS**

**2.1 SHOP DRAWINGS**

- A. Original drawings, prepared by Contractor, Subcontractor, Supplier or Distributor, which illustrate portions of the Work; showing fabrication, layout, setting or erection details including, but not limited to the following:
  - 1. Structural assemblies (sway rods, horizontal struts, and hub rods) in accordance with Bid Item #2, 3, 4, 5, 6, and 8.2
- B. Prepare submittals by a qualified detailer.
- C. Identify details by reference to sheet numbers and detail shown on Contract Drawings.

**2.2 PROJECT DATA**

- A. Manufacturer's standard schematic drawings:
  - 1. Modify drawings to delete information which is not applicable to project.
  - 2. Supplement standard information to provide additional information applicable to project.
- B. Manufacturer's catalog sheets, brochures, diagrams, schedules, performance charts, illustrations and other standard descriptive data.
  - 1. Clearly mark each copy to identify pertinent materials, products or models.
  - 2. Show dimensions and clearances required.
  - 3. Show performance characteristics and capacities.
  - 4. Show wiring diagrams and controls.

### **2.3 SAMPLES**

- A. Physical examples to illustrate materials, equipment or workmanship, and to establish standards by which completed work is judged.
- B. Office samples of sufficient size and quantity to clearly illustrate:
  - 1. Functional characteristics of product or material, with integrally related parts and attachment devices.
  - 2. Full range of color samples.

### **2.4 PAY REQUESTS**

- A. Pay Requests shall be made in accordance with the requirements of the Agreement between Owner and Contractor. Payment requests shall include updated schedules as required in required 01300-1.2.

## **PART 3 - EXECUTION**

### **3.1 SUBMISSION REQUIREMENTS**

- A. Schedule submissions at least 14 days before dates reviewed submittals will be needed.
- B. Submit number of copies of Shop Drawings, Project Datum and Samples which Contractor requires for distribution plus 4 copies for the Owner and Engineer.
- C. Accompany submittals with transmittal letter, in duplicate, containing:
  - 1. Date.
  - 2. Project title and number.
  - 3. Contractor's name and address.
  - 4. Notification of deviations from Contract Documents.
  - 5. Other pertinent data.
- D. Submittals must include:
  - 1. Date of submittal and revision dates.
  - 2. Project title and number.
  - 3. The names of:
    - a. Engineer.
    - b. Contractor.
    - c. Subcontractor.
    - d. Supplier.
    - e. Manufacturer.
    - f. Separate detailer when pertinent.
  - 4. Identification of product or material.
  - 5. Relation to adjacent structure or materials.
  - 6. Field dimensions, clearly identified as such.
  - 7. Identification of deviations from Contract Documents.
  - 8. Contractor's stamp, initialed or signed, certifying to review of submittal, verification of field measurements and compliance with Contract Documents.

### **3.2 RESUBMISSION REQUIREMENTS**

- A. Shop Drawings:
  - 1. Revise initial drawings as required and resubmit as specified for initial submittal.

2. Clearly indicate on shop drawings all changes or revisions which have been made other than those requested by Engineer.
  3. Re-submittals without all comments from original review addressed will be returned to the contractor.
- B. Project Data and Samples:
1. Submit new datum and samples as required for initial submittal.

### **3.3 DISTRIBUTION OF SUBMITTALS AFTER REVIEW**

- A. Distribute copies of Shop Drawings and Project Datum which carry Engineer's stamp, to:
1. Contractor's file.
  2. Job site file.
  3. Record Documents file.
  4. Other prime contractors.
  5. Subcontractors.
  6. Supplier.
  7. Fabricator.
- B. Distribute samples as directed.

**- END OF SECTION -**

**SECTION 01410**  
**TESTING LABORATORY SERVICES**

**PART 1 - GENERAL**

**1.1 DESCRIPTION**

- A. Contractor shall employ and pay for services of an Independent Testing Laboratory to perform specified services.
- B. Inspection, Sampling and Testing is required for:
  - 1. Welding
  - 2. Painting and Coating
  - 3. Other operations specified in these specifications or as required by the Engineer.
- C. Contractor's employment of Testing Laboratory shall in no way relieve Contractor of their obligation to perform Work in accordance with Contract.

**1.2 QUALIFICATION OF LABORATORY**

- A. Meet "Recommended Requirements for Independent Laboratory Qualification", latest edition, published by American Council of Independent Laboratories.
- B. Meet basic requirements of ASTM E 329-90 "Standard Practice for Use in the Evaluation of Testing Agencies for Concrete and Steel as Used in Construction".
- C. Certified in the State of Florida in accordance with FDEP requirements.

**1.3 LABORATORY DUTIES; LIMITATIONS OF AUTHORITY**

- A. Cooperate with Engineer and Contractor; provide qualified personnel promptly on notice.
- B. Perform specified inspections, sampling and testing of materials and methods of construction:
  - 1. Comply with specified standards; ASTM, other recognized authorities, and as specified.
  - 2. Ascertain compliance with requirements of Contract Documents.
- C. Promptly notify Engineer, and Contractor, of irregularities or deficiencies of Work which are observed during performance of services.
- D. Promptly submit 2 copies of reports of inspections and tests to Engineer, including:
  - 1. Date issued.
  - 2. Project title and number.
  - 3. Testing Laboratory name and address.
  - 4. Name of Inspector
  - 5. Date of inspection or sampling.
  - 6. Record of temperature and weather.
  - 7. Date of test.
  - 8. Identification of product and specification section.
  - 9. Location in project.
  - 10. Type of inspection or test.
  - 11. Observations regarding compliance with Contract Documents.
- E. Laboratory is not authorized to:
  - 1. Release, revoke, alter, or enlarge on, requirements of Contract Documents.
  - 2. Approve or accept any portion of Work.

3. Perform any duties of the Contractor.

#### **1.4 CONTRACTOR'S RESPONSIBILITIES**

- A. Select laboratory, and coordinate testing with Lab and Engineer's representative.
- B. Cooperate with Laboratory personnel, provide access to Work.
- C. Provide to Laboratory, preliminary representative samples of materials to be tested, in required quantities.
- D. Furnish copies of mill test reports.
- E. Furnish casual labor and facilities:
  1. To provide access to Work to be tested.
  2. To obtain and handle samples at the site.
  3. To facilitate inspections and tests.
  4. For Laboratory's exclusive use for storage and curing of test samples.
- F. Notify Laboratory sufficiently in advance of operations to allow for his assignment of personnel and scheduling of tests.
- G. Pay for services of the Testing Laboratory to perform additional inspections, sampling and testing required:
  1. For Contractor's convenience.
  2. When initial tests indicate Work does not comply with Contract Documents.
  3. Such payment shall be made directly by the Contractor.

#### **PART 2 - PRODUCTS**

Not used.

#### **PART 3 - EXECUTION**

Not used.

**- END OF SECTION -**

**SECTION 01590**  
**FIELD OFFICES AND SHEDS**

**PART 1 - GENERAL**

**1.1 SECTION INCLUDES**

- A. Temporary Field Offices and Sheds.
- B. Maintenance and Cleaning.
- C. Relocation and Removal.

**1.2 DESCRIPTION OF FACILITIES**

- A. Contractor may optionally furnish office trailer, including all temporary utilities to a common area for all temporary facilities as indicated on the drawings. Contractor shall assume lease of trailer for the duration of the project, and include operating costs as described herein. If used, facilities shall be executed in accordance with Part 3.

**PART 2 - PRODUCTS**

**2.1 MATERIALS, EQUIPMENT, FURNISHINGS**

- A. Serviceable, new or used, adequate for required purpose.

**PART 3 - EXECUTION**

**3.1 PREPARATION**

- A. Fill and grade sites for temporary structures to provide drainage away from buildings.

**3.2 INSTALLATION**

- A. Install office spaces ready for occupancy 15 days after date fixed in Notice to Proceed.
- B. Parking: Two gravel-surfaced parking spaces for use by the Owner and Engineer, connected to office by walk.
- C. Provide all trailer hold-down restraints per Indian River County Code requirements.
- D. Provide all permits as required.

**3.3 UTILITIES**

- A. Furnish utility services required for general use at the project site, including the following as a minimum:
  - 1. Potable water use
  - 2. Sanitary sewer
  - 3. Portable sanitary facilities
  - 4. Electric power service
  - 5. Telephone service

**3.4 ENGINEER OFFICE**

- A. Furnish additional items for the office as listed herein:

1. One desk, 54 x 30 inches, with three drawers.
2. One metal, double-door storage cabinet under table.
3. Plan rack to hold working Drawings, shop drawings, and Record Documents.
4. One standard four-drawer legal size metal filing cabinet with locks and two keys per lock.
5. 8 linear ft. of metal bookshelves.
6. Two swivel arm chairs.
7. Two straight chairs.
8. One tackboard, 36 x 30 inches.
9. One wastebasket per desk and table.
10. Fax Machine:
  - a. Provide fax machine or convenient access to fax machine at Contractor's office. Contractor to pay all fax costs.
11. Copying Machine:
  - a. Provide acceptable copying machine or convenient access to copying machine at Contractor's office. Contractor to supply copier paper and pay all costs.

### **3.5 MAINTENANCE AND CLEANING**

- A. Weekly janitorial services, cleaning and maintenance for office and storage areas.
- B. Maintain approach walks.
- C. Servicing HVAC system.

### **3.6 REMOVAL**

- A. At completion of Work remove buildings, foundations, utility services, and debris. Restore areas.
- B. Obtain approval of Engineer prior to removing Engineer office.

**- END OF SECTION -**



**SECTION 01600**  
**MATERIAL AND EQUIPMENT**

**PART 1 - GENERAL**

**1.1 DESCRIPTION**

- A. The contractor is responsible for transportation, handling, storage, and protection of all proposed equipment to be delivered to the site as part of this project.
- B. The contractor is responsible for coordinating all deliveries to the project site with the Owner.

**PART 2 - PRODUCTS**

Not used.

**PART 3 - EXECUTION**

**3.1 TRANSPORTATION AND HANDLING**

- A. Deliver manufactured materials and products to the project site as needed for installation, undamaged, in original packages, containers, or bundles, as packaged by the manufacturer with manufacturer's name, brand, seals, and labels intact. Materials other than those designated within the specifications shall not be delivered to the project site.

**3.2 STORAGE AND PROTECTION**

- A. Protect and preserve all materials until final acceptance of the project. Store all materials in a manner to facilitate inspection and to prevent damage, contamination, intermixing, or theft.
- B. Miscellaneous metal, reinforcement bars, welded wire fabric, and masonry reinforcement materials shall be stored to prevent contact with the ground and from being damaged by its own weight or by other loads. Reinforcement which has become muddy shall be cleaned before use.
- C. Store cementitious materials in weathertight sheds on elevated floors away from damp surfaces.
- D. Do not use and dispose of materials that have been stored for longer than their maximum recommended shelf life or beyond their recommend shelf date.
- E. Store and protect all material and equipment in accordance with manufacturer's recommendations.

**3.3 PROTECTION OF EQUIPMENT**

- A. Keep products clean by elevating above ground or floor and by using suitable coverings. Take such precautions as are necessary to protect apparatus and materials from damage. Failure to protect materials is sufficient cause for rejection of the apparatus or material in question.
- B. Protect factory finish from damage during construction operations and until acceptance of the project. Satisfactorily restore any finishes that become stained or damaged.

- END OF SECTION -

**SECTION 01700**  
**PROJECT CLOSEOUT**

**PART 1 - GENERAL**

**1.1 DESCRIPTION**

- A. Comply with requirements stated in the Agreement between Owner and Contractor and in Specifications for administrative procedures in closing out the Work.

**1.2 RELATED REQUIREMENTS SPECIFIED ELSEWHERE**

- A. Section 01720 - Project Record Drawings
- B. Section 01730 – Operating and Maintenance Manuals

**1.3 SUBSTANTIAL COMPLETION**

- A. Substantial completion shall be defined as beneficial use of all proposed equipment. Beneficial use will not occur until the structural members and hardware have been sufficiently replaced, and all other components shown herein have been constructed, tested, and accepted by the Owner and Engineer of record. Phase 2 items are not required to satisfy substantial completion.
- B. The Contractor shall deliver to the Engineer the Record Drawings and a draft copy of the Operations and Maintenance manuals for review and deliver to the Owner a complete set of all spare parts.
- C. When Contractor considers the Work is substantially complete, Contractor shall submit to Engineer:
  - 1. A written notice that the Work or designated portion thereof, is substantially complete.
- D. Within a reasonable time after receipt of such notice, Engineer will perform a field investigation to determine the status of completion.
- E. Should Engineer determine that the Work is not substantially complete:
  - 1. Engineer will promptly notify the Contractor in writing, giving the reasons therefore.
  - 2. Contractor shall remedy the deficiencies in the Work, and send a second written notice of substantial completion to the Engineer.
  - 3. Engineer will reinvestigate the Work.
- F. When the Engineer finds that the Work is substantially complete, he will:
  - 1. Prepare and deliver to Owner a tentative Certificate of Substantial Completion, with a tentative list of items to be completed or corrected before final payment.
  - 2. After consideration of any objections made by the Owner and when Engineer considers the Work substantially complete, he will execute and deliver to the Owner and the Contractor a definite Certificate of Substantial Completion with a revised tentative list of items to be completed or corrected.

**1.4 FINAL SITE REVIEWS**

- A. When Contractor considers Work is complete, he shall submit written certification that:
  - 1. Contract Documents have been reviewed.
  - 2. Work has been investigated for compliance with Contract Documents.
  - 3. Work has been completed in accordance with Contract Documents.

4. Equipment and systems have been tested in the presence of the Owner's representative and are operational.
5. Work is completed and ready for Final Investigation.
- B. Engineer will perform a field investigation to verify the status of completion with reasonable promptness after receipt of such certification.
- C. Should Engineer consider that the Work is incomplete or defective:
  1. Engineer will promptly notify the Contractor in writing, listing the incomplete or defective work.
  2. Contractor shall take immediate steps to remedy the stated deficiencies and send a second written certification to Engineer that the Work is complete.
  3. Engineer will reinvestigate the Work.
- D. When the Engineer finds that the Work is acceptable under the Contract Documents, he shall request the Contractor to make closeout submittals.

#### **1.5 CONTRACTOR'S CLOSEOUT SUBMITTALS TO ENGINEER**

- A. Project Record Drawings to the requirements specified.
- B. Operating and Maintenance Manuals to the requirements specified.
- C. Contractor's affidavit of payment of debts and claims.
  1. Contractor's release or waiver of liens.
- D. Separate releases or waivers of liens for subcontractors, suppliers and others with lien rights against property of Owner, together with list of those parties.

#### **1.6 FINAL ADJUSTMENTS OF ACCOUNTS**

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

#### **1.7 FINAL APPLICATION FOR PAYMENT**

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

**1.8 FINAL CERTIFICATE FOR PAYMENT**

- A. Engineer will issue final certificate in accordance with provisions of the Contract Documents.

**1.9 POST-CONSTRUCTION INSPECTION**

- A. Prior to expiration of one year from Date of Substantial Completion, Engineer will make visual field investigation of Project in company with Owner and Contractor to determine whether correction of Work is required, in accordance with provisions of the Contract Documents.
- B. For Guarantees beyond one year, Engineer will make field investigations at request of Owner, after notification to Contractor.
- C. Engineer will promptly notify Contractor, in writing, of any observed deficiencies.

**PART 2 - PRODUCTS**

Not used.

**PART 3 - EXECUTION**

Not used.

**- END OF SECTION -**

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**SECTION 01720**  
**PROJECT RECORD DRAWINGS**

**PART 1 - GENERAL**

**1.1 PROJECT RECORD DOCUMENTS**

- A. Maintain at the site for the Owner one record copy of:
  - 1. Drawings.
  - 2. Specifications.
  - 3. Addenda.
  - 4. Change Orders and other Modifications to the Contract.
  - 5. Engineer Field Orders or written instructions.
  - 6. Reviewed Shop Drawings.
  - 7. Field test records.

**1.2 RELATED REQUIREMENTS SPECIFIED ELSEWHERE**

- A. Conditions of the Contracts
- B. Section 01700 – Project closeout

**1.3 MAINTENANCE OF DOCUMENTS**

- A. Store documents in approved location apart from documents used for construction.
- B. Maintain documents in a clean, dry, legible condition and in good order. Do not use record documents for construction purposes.
- C. Make documents available at all times for inspection by Engineer and Owner. Record drawing information shall be maintained concurrently with Pay Requests and updated project schedules.

**1.4 MARKING DEVICES**

- A. Provide ink marking pens for recording information in a color code.

**1.5 RECORDING**

- A. Label each document "PROJECT RECORD" in neat large printed letters.
- B. Record information currently with construction progress.
  - 1. Do not conceal any work until required information is recorded.
- C. Drawings shall be drawn to record actual construction:
  - 1. Field changes of dimension and detail.
  - 2. Changes made by Field Order or by Change Order.
  - 3. Details not on original Contract Drawings.
- D. Specifications and Addenda; Legibly mark each Section to record:
  - 1. Manufacturer, trade name, catalog number, and supplier of each item actually installed.
  - 2. Changes made by Field Order or by Change Order.

**1.6 SUBMITTAL**

- A. At Contract Close-out, Record Documents shall be submitted to Engineer in the following formats for Owner:
  - 1. One set on 24" x 36" (or 11" x 17").

- B. Accompany submittal with transmittal letter in duplicate, containing:
1. Date.
  2. Project title and number.
  3. Contractor's name and address.
  4. Title and number of each record document.
  5. Signature of Contractor or his authorized representative.

**PART 2 - PRODUCTS**

Not used.

**PART 3 - EXECUTION**

Not used.

- END OF SECTION -

**SECTION 01730**  
**OPERATION AND MAINTENANCE MANUALS**

**PART 1 - GENERAL**

**1.1 RELATED INFORMATION**

- A. Compile product data and related information appropriate for Owner's maintenance and operation of products furnished under the Contract.
  - 1. Prepare operating and maintenance data as specified in this Section and as referenced in other pertinent sections of Specifications.
- B. Instruct Owner's personnel in the maintenance of products and in the operation of equipment and systems.
- C. Related Requirements Specified in Other Sections.
  - 1. Section 01300 - Submittals
  - 2. Section 01720 - Project Record Drawings

**1.2 FORM OF SUBMITTALS**

- A. Prepare data in the form of an instructional manual and electronic format for use by Owner's personnel.
- B. Hard-Copy Format:
  - 1. Size: 8-1/2 in. x 11 in.
  - 2. Text: Manufacturer's printed data, or neatly typewritten.
  - 3. Drawings:
    - a. Provide reinforced punch binder tab, bind in with text.
    - b. Fold larger drawings to the size of the text pages.
  - 4. Provide fly-leaf for each separate product, or each piece of operating equipment.
    - a. Provide typed description of product, and major component parts of equipment.
  - 5. Cover: Identify each volume with typed or printed title "OPERATING AND MAINTENANCE INSTRUCTIONS". List:
    - a. Title of Project.
    - b. Identity of separate structure as applicable.
    - c. Identity of general subject matter covered in the manual.
- C. Binders:
  - 1. Commercial quality expandable catalog binders with durable and cleanable plastic covers.
  - 2. When multiple binders are used, correlate the data into related consistent groupings.
- D. Electronic format shall be in .pdf file format. Copies of specific manuals shall either be scanned or converted to .pdf format and submitted on CD disc to Owner. Submit after approval of hard copies from Engineer.

**1.3 CONTENT OF MANUAL**

- A. Neatly typewritten table of contents for each volume, arranged in a systematic order.
  - 1. Contractor, name of responsible principal, address and telephone number.
  - 2. A list of each product required to be included, indexed to the content of the volume.
  - 3. List, with each product, the name, address and telephone number of:



- a. Subcontractor or installer.
  - b. Maintenance contractor, as appropriate.
  - c. Identify the area of responsibility of each.
  - d. Local source of supply for parts and replacement.
4. Identify each product by product name and other identifying symbols as set forth in Contract Documents.
- B. Product Data:
1. Include only those sheets which are pertinent to the specific product.
  2. Annotate each sheet to:
    - a. Clearly identify the specific product or part installed.
    - b. Clearly identify the data applicable to the installation.
    - c. Delete references to inapplicable information.
- C. Drawings:
1. Supplement product data with drawings as necessary to clearly illustrate relations of component parts of equipment and systems.
  2. Coordinate drawings with information in Project Record Documents to assure correct illustration of completed installation.
  3. Do not use Project Record Documents as maintenance drawings.
- D. Written text, as required to supplement product data for the particular installation:
1. Organize in a consistent format under separate headings for different procedures.
  2. Provide a logical sequence of instructions for each procedure.
- E. Copy of each warranty issued.
1. Provide information sheet for Owner's personnel, give:
    - a. Proper procedures in the event of failure.
    - b. Instances which might affect the validity of warranties.

#### **1.4 MANUAL FOR EQUIPMENT AND SYSTEMS**

- A. Submit six (6) complete copies of manual in final form and two compact discs (CD) in PDF format. CD shall include bookmarks and chapters to closely duplicate that of the paper copy.
- B. Content, for each unit of equipment and system, as appropriate:
1. Description of unit and component parts.
    - a. Function, normal operating characteristics, and limiting conditions.
    - b. Performance curves, engineering data and tests.
    - c. Complete nomenclature and commercial number of all replaceable parts.
  2. Operating procedures:
    - a. Start-up, break-in, routine and normal operating instructions.
    - b. Regulation, control, stopping, shut-down and emergency instructions.
    - c. Summer and winter operating instructions.
    - d. Alignment, adjusting and checking.
  3. Servicing and lubrication schedule:
    - a. List of lubricants required for each piece of equipment.
    - b. Schedule for manufacturer recommended maintenance.
  4. Manufacturer's printed operating and maintenance instructions.
  5. Original manufacturer's parts list, illustrations, assembly drawings and diagrams required for maintenance.

6. Other data as required under pertinent sections of specifications.

**1.5 SUBMITTAL SCHEDULE**

- A. Submit one copy of completed data in final form fifteen days prior to final inspection or acceptance. Electronic submittal for initial review is acceptable.
  1. Copy will be returned after final inspection or acceptance, with comments.
- B. Submit specified number of copies of approved data in final form 10 days after final inspection or acceptance.

**1.6 INSTRUCTION OF OWNER'S PERSONNEL**

- A. Prior to final inspection or acceptance, fully instruct Owner's designated operating and maintenance personnel in the operation, adjustment and maintenance of all products, equipment and systems.
- B. Operating and maintenance manual shall constitute the basis of instruction.
  1. Review contents of manual with personnel in full detail to explain all aspects of operations and maintenance.

**PART 2 - PRODUCTS**

Not used.

**PART 3 - EXECUTION**

Not used.

**- END OF SECTION -**

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**SECTION 02065**  
**DEMOLITION**

**PART 1 - GENERAL**

**1.1 SCOPE OF WORK**

- A. The Contractor shall furnish all supervised labor, materials, equipment, and incidentals required for the removal of all items necessary to be removed in order construct the project as indicated on the plans and in accordance with the specifications.
- B. The Contractor is responsible for removal of all debris from the site and proper disposal of debris.

**1.2 CONDITION OF STRUCTURES**

- A. By submitting a bid, the Contractor affirms that the Contractor has carefully examined the site and all conditions affecting the Work. Conditions existing at the time of inspection for bidding purposes will be maintained by the Owner insofar as practicable.

**1.3 RULES AND REGULATIONS**

- A. The Building Code of the State of Florida, latest edition, shall control the demolition, modification or alteration of the existing site.
- B. No blasting shall be done on site.

**1.4 SUBMITTALS**

- A. Contractor shall follow sequence of demolition and construction of proposed equipment as described herein.
- B. Provide a detailed sequence of demolition and removal work as part of the Contractor's schedule.

**1.5 ACCESS**

- A. Conduct demolition and modification operations, and the removal of equipment and debris to ensure minimum interference with roads and walks both on-site and off-site and to ensure minimum interference with occupied or used facilities.
- B. Special attention is directed towards maintaining safe and convenient access to the existing facilities by Owner's operations personnel and associated vehicles.
- C. Do not close or obstruct streets, walks or other occupied or used facilities without permission from the Owner. Provide alternate routes around closed or obstructed traffic in access ways.

**1.6 PROTECTION**

- A. The Contractor shall conduct construction activities to minimize damage to adjacent buildings, structures, utilities, storm drainage, and other facilities, including persons.

**1.7 DAMAGE**

- A. The Contractor shall immediately report damage caused to adjacent facilities by demolition operations. The Contractor shall promptly make all required repairs as directed by the Engineer and at no cost to the Owner.

### **1.8 UTILITIES**

- A. It shall be the Contractor's responsibility to maintain existing utilities in service and protect against damage during demolition operations.
- B. Existing facility must remain in full operation without any impact to operations, other than what is described in the summary of work, specification section 01010.

### **1.9 POLLUTION CONTROL**

- A. For pollution control, use sprinkling, temporary enclosures, and other suitable methods as necessary to limit the amount of dust and dirt rising and scattering in the air to the lowest level of air pollution practical for the conditions of work. Comply with the governing regulations.
- B. Clean adjacent structures and improvements of all dust, dirt, and debris caused by demolition operations. Return areas to conditions existing prior to the start of work.

### **PART 2 - PRODUCTS**

Not used.

### **PART 3 - EXECUTION**

#### **3.1 REMOVAL OF EXISTING EQUIPMENT, PIPING AND APPURTENANCES**

- A. Subject to the constraints of maintaining the existing utilities in operation; existing appurtenances not necessary for the operation of the newly modified facilities shall remain the property of the Owner unless otherwise directed by the Owner. The Contractor shall remove, clean, and prepare for storage all equipment to remain as directed by the Owner. If the Owner elects not to retain ownership of a certain item, the item shall become the property of the Contractor and shall be removed from the site at the Contractor's expense.
- B. All equipment and materials to be stored for reinstallation or salvage shall be properly protected from damage.
- C. Any items of equipment damaged or lost due to the Contractor's carelessness, mishandling, or faulty procedures and/or workmanship shall be repaired or replaced in kind to the satisfaction of the Engineer.

**- END OF SECTION -**

**SECTION 05120**  
**STRUCTURAL STEEL**

**PART 1 - GENERAL**

**1.1 SCOPE**

- A. This Section includes the furnishing and installation of Structural steel rods, beams, plates, angles, inserts and anchor bolts.

**1.2 RELATED SECTIONS**

- A. Section 05500 – Miscellaneous Metals
- B. Section 09900 - Painting

**1.3 REFERENCES**

- A. ASTM A992, ASTM A572 and ASTM A36 - Structural Steel
- B. ASTM A307 - Carbon Steel Externally Threaded Standard Fasteners
- C. ASTM A325 - High Strength Bolts for Structural Steel
- D. ASTM A490 - Quenched and Tempered Alloy Steel Bolts for Structural Steel Joints
- E. AWS A2.0 - Standard Welding Symbols
- F. AWS D1.1 - Structural Welding Code
- G. AISC - Specification for the Design, Fabrication, and Erection of Structural steel for Buildings (latest edition).
- H. SSPC - Steel Structures Painting Council

**1.4 SUBMITTALS**

- A. Submit shop drawings of all structural steel proposed for fabrication to Engineer for prior approval. The Engineer's approval does not relieve the Contractor of responsibility for accuracy.
- B. Shop Drawings:
  - 1. Indicate sizes, spacing, and locations of structural plates and anchor bolts including openings, attachments, and fasteners.
  - 2. Indicate welded connections with AWS A2.0 welding symbols and net weld lengths.
  - 3. Indicate proposed beam splice locations where applicable including splice connection detailing. All beam splice locations must be approved by the engineer. Where a beam splice is proposed, splice capacity shall match capacity of the beam. Submit calculations for the connection signed and sealed by a Professional Engineer licensed in the State of Florida.
- C. Manufacturer's Mill Certificate: Submit under provisions of Section 01300 certifying that products meet or exceed specified requirements.
- D. Mill Test Reports: Submit under provisions of Section 01300 Manufacturer's Certificates, indicating structural strength, destructive, and non-destructive test analysis.
- E. Welders' Certificates: Submit under provisions of Section 01300 Manufacturer's Certificates, certifying welders employed on the Work, verifying AWS qualifications within the previous 12 months.

### **1.5 QUALITY ASSURANCE**

- A. Fabricate structural steel members in accordance with AISC - Specification for the Design, Fabrication, and Erection of Structural Steel for Buildings.
- B. Maintain one copy of each document on site.

### **1.6 QUALIFICATIONS**

- A. Fabricator: Company specializing in performing the work of this Section with a minimum of five years documented experience.
- B. Erector: Company specializing in performing the work of this Section with a minimum of three years documented experience.

### **1.7 FIELD MEASUREMENTS**

- A. Verify that field measurements are as shown on the Drawings.

## **PART 2 - PRODUCTS**

### **2.1 MATERIALS**

- A. Refer to referenced Construction Plans, Sheet N-1, Section 2.00.
- B. Welding Materials: AWS D1.1; type required for materials being welded. Use Class E-70 series electrodes with a minimum stress capacity of 15,800 psi at the throat of throat area in accordance with ASTM A233.

### **2.2 FINISH**

- A. Prepare structural component surfaces in accordance with SSPC SP-2.
- B. All structural steel members shall be hot dip galvanized unless noted otherwise.
- C. Areas not shop-primed, areas that have been field welded, and all painted areas that have been damaged during erection shall be cleaned, primed, and touch-up painted. Erection marks shall be cleaned.

**PART 3 - EXECUTION**

**3.1 EXAMINATION**

- A. Verify that field conditions acceptable and are ready to receive work.

**3.2 ERECTION**

- A. Field weld components indicated on Drawings.
- B. Do not field cut or alter structural members without approval of Engineer.
- C. The Contractor will not construct missing or out-of-position bolt holes by torch cut method. Bolt holes that are needed after fabrication will be constructed by punching or drilling only.
- D. Removal of welds will be by air arc methods only. Contractor shall practice standard of care to avoid damage to parent metal during weld removal.

**3.3 ERECTION TOLERANCE**

- A. Maximum offset from true alignment: 1/8 inch.
- B. Runway beam tolerances shall be in accordance with crane manufacturer's recommendations.

**- END OF SECTION -**



**SECTION 05500**  
**MISCELLANEOUS METALS**

**PART 1 - GENERAL**

**1.1 SCOPE**

- A. This Section includes the furnishing and installation of fabricated metal work which applies to all sections, unless otherwise noted.

**1.2 REFERENCE SPECIFICATIONS AND STANDARDS ARE REFERRED TO BY ABBREVIATION AS FOLLOWS:**

- |   |       |
|---|-------|
| A. The Aluminum Association                                     | AA    |
| B. American Institute of Steel Construction                     | AISC  |
| C. American National Standards Institute                        | ANSI  |
| D. American Society for Testing and Materials                   | ASTM  |
| E. American Welding Society                                     | AWS   |
| F. National Association of Architectural<br>Metal Manufacturers | NAAMM |
| G. Steel Structures Painting Council                            | SSPC  |

**1.3 QUALITY ASSURANCE**

- A. Portions of the design not shown shall be completed by the fabricator in accordance with the latest edition of Specifications for Design, Fabrication and Erection of Structural Steel for Buildings of the AISC.
- B. Shop fabricated connections may be bolted or welded. Field connections shall be bolted.
- C. Burning/torching for enlarging holes will not be acceptable except with written permission of the Engineer.
- D. Responsibility for all errors in fabrication and correct fitting of structures shown on the shop drawings is the Contractor's responsibility.

**1.4 REGULATORY REQUIREMENTS**

- A. Metal fabrication materials shall meet the requirements of the following ASTM Standards and Specifications, but not limited to:
  - 1. Structural steel, plates and shapes A36, plate and steel for forming A283 Grade C.
  - 2. Structural bolts, specifically called out on the Plans F3125, Grade A325.
  - 3. Other bolts, unless otherwise noted, A-307.
  - 4. Steel stud anchors for embedded plates, A-108, grade 1020, 60 ksi.
  - 5. Galvanizing, A123.
- B. Comply with the provisions of the following standards except as otherwise shown or specified.
  - 1. AA Specifications for aluminum structures.
  - 2. AISC Specifications for design, fabrication and erection of structural steel for buildings.
  - 3. AWS code for welding in building construction.

### **1.5 SUBMITTALS**

- A. Submit shop drawings and manufacturer's descriptive literature as applicable for all metal fabrications in accordance with Section 01300. No items shall be fabricated prior to reviewing approval by Engineer. Minimum scale of drawings and elevations shall be 3/4 in. equals 1 ft., details enlarged to adequate size for clarity, show anchorage.
- B. Where certain equipment and the like require unique support, provide such members only after careful coordination of shop drawings for the equipment.

### **1.6 PRODUCT HANDLING**

- A. Use all means necessary to protect the Products of this Section before, during, and after installation and to protect the installed work and materials of all other trades.
- B. In the event of damage, immediately make all repairs and replacements necessary to the approval of the Engineer and at no additional cost to the Owner.
- C. Coordinate delivery of metal fabrications with work of other Sections.

### **1.7 FASTENERS**

- A. Provide fasteners for all items under this Section. All nuts, bolts, washers, back up rings, etc. shall conform to specifications provided in the referenced Construction Plans, Sheet N-1, Section 2.00.

### **1.8 DIMENSIONS**

- A. Verify critical dimensions of the work on the job. Form items to accurate sizes and shapes, with sharp lines and angles. Punch and shear to leave smooth surfaces. Weld permanent connections, grind exposed welds smooth. Avoid screws and bolts where possible unless otherwise noted. When used and where exposed, Countersink heads and draw up tight. Provide holes and connections for work of other trades.

### **1.9 PAINTING**

- A. Shop painting of ferrous items, except those galvanized, shall be as specified in Section 09900 - Painting.

### **1.10 DISSIMILAR MATERIALS**

- A. Protect aluminum in contact with concrete and dissimilar material with 1/4" neoprene, or bitumastic coating.

## **PART 2 - NOT USED**

## **PART 3 - EXECUTION**

### **3.1 EXAMINATION**

- A. Verify that field conditions are acceptable and are ready to receive work.
- B. Beginning of installation means erector accepts existing conditions.

### **3.2 PREPARATION**

- A. Clean and strip primed steel items to bare metal where site welding is required.

### **3.3 INSTALLATION**

- A. Install items plumb and level, accurately fitted, free from distortion or defects.
- B. Allow for erection loads, and for sufficient temporary bracing to maintain true alignment until completion of erection and installation of permanent attachments.
- C. Field weld components indicated on shop drawings.
- D. Perform field welding in accordance with AWS D1.1.
- E. Obtain Engineer approval prior to site cutting or making adjustments not scheduled.
- F. Verify that supports and anchors are correctly positioned.
- G. Verify that opening sizes and dimensional variations are acceptable to suit grading, railing, and stairs tolerances.
- H. Perform cutting, drilling, flashing and fitting required for installation of metal fabrications. Set the work accurately, provide temporary bracing and anchors in formwork for items to be built into masonry and concrete. Field weld joints not shop welded because of size limitations.

### **3.4 TOLERANCES**

- A. Conform to ANSI/NAAMM A202.1.
- B. Maximum space between sections:  $\frac{1}{4}$  inch.
- C. Maximum variation from top surface plane of sections:  $\frac{1}{4}$  inch.

**- END OF SECTION -**

**SECTION 05700**  
**ANCHORS, FASTENERS & INJECTION ADHESIVES**

**PART 1 - GENERAL**

**1.1 SCOPE**

- A. This Section includes anchors, fasteners, and injection adhesive for general use in securing materials in place and doweling new reinforcement to existing structures. Fasteners and anchors indicated or specified in other sections have precedence over those specified in this Section. It includes the following types of fasteners and adhesives:
  - 1. Screws.
  - 2. Bolts.
  - 3. Expansion anchors (stud anchors, sleeve anchors).
  - 4. Adhesive anchors (stud anchors, reinforcement dowels)
  - 5. Reinforcing bars.
- B. Related Work Specified Elsewhere:
  - 1. Concrete: SECTION 03300.
  - 2. Miscellaneous Metals: SECTION 05500.

**1.2 REFERENCES**

- A. Applicable Standards:
  - 1. American Society for Testing and Materials (ASTM):
    - a. F436 - Hardened Steel Washers.
    - b. F467 - Nonferrous Nuts for General Use.
    - c. F468 - Nonferrous Bolts, Hex Cap Screws, and Studs for General Use.
  - 2. Expansion Anchor Manufacturers Institute (EAMI).
  - 3. Federal Specifications (FS):
    - a. FF-B-561 - Bolts, (screw), Lag.
    - b. FF-B-575 - Bolts, Hexagon and Square.

**1.3 SUBMITTALS**

- A. Submit as specified in Section 01300.
- B. Includes, but not limited to, the following:
  - 1. Manufacturer's data indicating strength capabilities of anchors, fasteners, and adhesives to be used.
- C. Sample of type requested by Engineer.

**1.4 DELIVERY, STORAGE, AND HANDLING**

- A. Deliver and store anchors and fasteners in manufacturer's original packaging, with labels intact and legible.
- B. Store and handle to prevent corrosion or damage prior to installation.

## **PART 2 - PRODUCTS**

### **2.1 ACCEPTABLE MANUFACTURERS**

- A. Expansion Anchors:
  - 1. Red Head, Phillips Drill Company.
  - 2. Ramset.
  - 3. Rawl.
  - 4. (WEJ-IT).
  - 5. Hilti
- B. Self-Drilling Fasteners:
  - 1. Buildex, Division of Illinois Tool Work, Inc.
- C. Adhesive Anchors:
  - 1. Hilti
  - 2. Redhead

### **2.2 GENERAL REQUIREMENTS**

- A. Anchors and fasteners indicated or specified are to establish a type, minimum size and spacing.
- B. Determine proper size and length considering the following factors:
  - 1. Weight to be supported.
  - 2. Shear strength of fastener.
  - 3. Material and thickness to which fastener will be inserted.
  - 4. Thickness of item to be fastened.
- C. Expansion anchors shall conform to FF-S-325.
  - 1. Stud Anchors: Group II, Type 4, Class 1, zinc plated.
  - 2. Sleeve Anchors: Group II, Type 3, Class 3.
- D. Self-drilling fasteners shall be one of the following materials:
  - 1. 410 stainless steel that is case hardened and cadmium or zinc plated.
  - 2. Plastic headed on a 410 stainless screw.
  - 3. 302 stainless steel Scots cap on a 410 stainless steel screw.
- E. Washers shall be as a minimum of material compatible with or same material as fastener.

### **2.3 ANCHORS AND FASTENERS**

- A. Based upon material to be fastened, select appropriate fasteners listed below.
  - 1. Framing and Miscellaneous Lumber: including nailers, blocking, sleepers, furring.
    - a. To Concrete Masonry Units, Brick, Concrete:
      - 1) Multi-set or wedge anchors for attachment to concrete.
      - 2) Sleeve anchors for attachment to masonry and tile.
      - 3) Cast-in-Place Bolts.
      - 4) Self-Drilling Fasteners. Hex head, No. 1/4 x 2-3/4 inches, spaced 16 inches o.c.
    - b. To Steel Angles, Plates:
      - 1) Bolts: 3/8-inch diameter minimum, 2 per width, spaced 16 inches o.c., countersink head, 2 washers per bolt.
      - 2) Self-Drilling Screws: Header Teks/4, reamer wings, Phillips flat head No. 12-24 x 2-1/2 inches, spaced 12 inches oc.
    - c. To Steel:

- 1) Structural Steel - Plymetal Teks/3 Self-Drilling Fasteners:
  - a) Reamers wings, pilot point, flat head No. 2 12-24 x 2-1/2 inches for steel to .250-inches, spaced 12 inches oc.
  - 2) Light Gauge Steel, Studs - Self-Drilling Fasteners: Pilot point, trumpet head.
  - 3) Bolts: 5/16-inch diameter minimum.
- d. To Concrete Masonry Units:
  - 1) Sleeve Expansion Anchors: Hex nut, 5/16-inch diameter minimum, spaced 16 inches oc.
  - 2) Cast-in-Place Bolts: As indicated.
  - 3) Tapcon Concrete Anchors: Hex head, No. 1/4 x 1-3/4-inch.
- e. To Concrete:
  - 1) Stud Expansion Anchors: Size and thickness as required by thickness and size of plywood, but not less than 3/8-inch diameter (see Drawings for size).
2. Steel Angles or Plate:
  - a. To Concrete Masonry Units, Brick, Concrete:
    - 1) Stud Expansion Anchors: Size and thickness as required by thickness and size of steel.
    - 2) Cast-in-Place Bolts: 3/8-inch diameter minimum, threaded one end, length as indicated.
    - 3) Tapcon Concrete Anchors: Hex head, No. 1/4- x 1-3/4-inch.
  - b. To Steel:
    - 1) Bolts and Welding: Specified in SECTION 05120.
    - 2) Teks/5 Self-Drilling Fasteners: Hex head (1/2-inch steel drilling capability), No. 12-24 x 1-1/4-inch or 1-1/2-inch.
3. Sheet Metal:
  - a. To Wood:
    - 1) Common or Box Nails: Length as required to penetrate substance 1 inch minimum.
    - 2) Self-Drilling Fasteners: Slotted, hex head.
    - 3) Wood Screws: Round Head.
  - b. To Steel: Up to 0.175-inch steel.
    - 1) Teks/2 Self-Drilling Sheet Metal Screws: Hex head, 10 - 16 x 3/4-inch hex washer head, spaced 6 inches oc.
  - c. To Steel: Up to 0.25-inch steel.
    - 1) Teks/4 Self-Drilling Sheet Metal Screws: Hex head, 12 - 24 x 7/8-inch hex washer head, spaced 6 inches oc.
  - d. To Concrete Masonry Units, Brick, Concrete:
    - 1) Tapcon Concrete Anchors: Slotted hex head.
  - e. To Sheet Metal:
    - 1) Teks/2 Self-Drilling Sheet Metal Screws: Hex head 10 - 16 x 1/2-inch, spaced 6 inches oc.
4. Miscellaneous Equipment (including mounting clips for conduit and pipe; hanger straps; junction, control and switch boxes; metal furring channels, hanging tie wires):
  - a. To Concrete Masonry Units, Brick, Concrete:
    - 1) Tapcon Concrete Anchors: Slotted hex head.
  - b. To Steel:

- 1) Self-drilling fasteners with wings, pilot point, slotted hex head:
  - a) 12-14 x 3/4-inch Teks/3 (drilling capacity up to 0.210-inch)
  - b) 12-24 x 7/8-inch Teks/4 (drilling capacity up to 0.250-inch)
  - c) 12-24 x 1-1/4-inch Teks/5 (drilling capacity up to 0.500-inch)
5. Fasteners and anchors as specified on the Plans.

### **PART 3 - EXECUTION**

#### **3.1 PREPARATION**

- A. Inspect areas to receive anchors or fasteners for defects which would affect proper installation and strength capacities. Correct all the defects.

#### **3.2 INSTALLATION**

- A. Install fasteners conforming to manufacturer's recommended procedures.
- B. Space fasteners as indicated and specified. If not indicated, space as required to adequately support loads to be imposed. Space expansion anchors in accordance with EAMI Standards and manufacturer's installation instructions.
- C. Place washers under all bolt heads and nuts, and under lag bolt heads.
- D. Tighten fasteners to proper tension.
- E. Runway beam tolerances shall be in accordance with crane manufacturer's recommendations.

**- END OF SECTION -**

## **SECTION 09900**

### **PAINTING**

#### **PART 1 - GENERAL**

##### **1.1 SCOPE**

- A. Furnish all labor, surface preparation and coating material, tools, rigging, lighting, ventilation, and other related items of equipment and materials necessary to clean, prepare, coat, cure and cleanup a complete coating system on all interior and exterior exposed items and surfaces throughout the project, except as otherwise specified or shown on the drawings.
  - 1. Surface preparation, priming, and coats of paint specified are in addition to shop priming and surface treatment specified under other sections of the work.
  - 2. The scope of work shall include the coating of existing equipment and surfaces which are modified by this project. Color shall match existing unless otherwise noted and shall not look like patchwork - coating shall be extended to the nearest break-line, corner, etc. as may be necessary.
- B. The work includes field painting of exposed bare and covered pipes and ducts, hangers, exposed steel and iron work, tanks, vessels, and primed metal surfaces of equipment installed, except as otherwise indicated. Work shall also include, but not be limited to, coating/painting of new and existing floors and existing steel framing for crane rail.
- C. Paint all new and existing called out exposed surfaces normally painted in the execution of a new project. Where items or surfaces are not specifically mentioned, or are not specifically excluded from the painting work, paint these the same as adjacent similar materials or areas.
- D. Clean, prepare, coat, and cure all surfaces in strict accordance with the manufacturer's published recommendations and specifications.
- E. Perform all work by the use of skilled workpersons in a safe and productive manner using equipment and procedures consistent with good coating practices.
- F. Colors are indicated on the Painting Schedule in this section or shown on the drawings. If color or finish is not designated, the Engineer will select these from standard colors available for the materials system specified.

##### **1.2 PAINTING NOT INCLUDED**

- A. The following categories of work are not included as part of the field-applied finish work, or are included in other sections of these specifications.
  - 1. Shop Priming: Unless otherwise specified, shop priming of ferrous metal items is included under the various sections for structural steel, miscellaneous metal, metal fabrications, hollow metal work, and similar items. Also, for fabricated components such as shop-fabricated or factory-built mechanical and electrical equipment or accessories.
  - 2. Pre-Finished Items: Unless unit is part of an assembly to be painted to match, i.e. - motor, or otherwise shown or specified, do not include painting when factory-finishing or installer finishing is specified.



3. **Concealed Surfaces:** Unless otherwise shown or specified, painting is not required on surfaces such as walls or ceilings in concealed areas and generally inaccessible areas, foundation spaces, furred areas, utility tunnels, pipe spaces, duct shafts and elevator shafts. Painting of galvanized work that will be concealed in the completed work is not required. Do not paint structural steel to be encased in concrete, nor structural steel specified not to be painted elsewhere. Except for touch-up as specified in Part 3, painting of shop primed structural steel and ferrous metals that will be concealed in the completed work is not required.
4. **Finished Metal Surfaces:** Metal surfaces of anodized aluminum, stainless steel, chromium plate, copper, bronze and similar finished materials will not require finish painting, unless otherwise specified.
5. **Operating Parts and Labels:** Moving parts of operating units, mechanical and electrical parts such as valve and damper operators, linkages, sinkages, sensing devices, motor and fan shafts will not require finish painting unless otherwise specified.
  - a. Do not paint over any code-required labels, such as Underwriters' Laboratories and Factory Mutual, or any equipment identification, performance rating, name, or nomenclature plates.
6. **Other Surfaces:** Do not paint sprinkler heads, fire detection heads, integrally colored stucco, brick masonry, cast stone, stone masonry, or architectural precast concrete, unless otherwise specified.

### **1.3 RELATED SECTIONS SPECIFIED ELSEWHERE**

- A. Section 01300 - Submittals

### **1.4 REFERENCES**

- A. ANSI/ASTM D16 - Definitions of terms relating to paint, varnish, lacquer, and related products.
- B. ASTM D2016 - Test method for moisture content of wood.
- C. Steel Structures Painting Council (SSPC).

### **1.5 DEFINITIONS**

- A. Conform to ANSI/ASTM D16 for interpretation of terms used in this section.

### **1.6 QUALITY ASSURANCE**

- A. Furnish all coating materials by a single manufacturer. Solvent, thinners, and other miscellaneous materials can be supplied by the same manufacturer or by a supplier approved by the manufacturer.
- B. Furnish a statement to the Engineer from the coatings manufacturer that materials to be used by the Contractor comply with the manufacturer's recommendations.
- C. The Engineer reserves the right to require qualification of the product manufacturer and applicator, including satisfactory completion of at least two (2) projects of this nature.
- D. **Manufacturer's Inspection Meeting:** After set-up for painting but before commencing work, conduct a meeting at the site among representatives of the paint manufacturer, contractor, painting contractor, and Engineer to inspect the facility and review procedures recommended by the manufacturer for the prevailing conditions.

### **1.7 REGULATORY REQUIREMENTS**

- A. Comply with all federal, state, and local health and fire regulations when handling and applying paint and coating products.

### **1.8 SUBMITTALS**

- A. Manufacturer's Data: Submit manufacturer's technical information including paint label analysis, surface preparation and application instructions for each material proposed for use. Indicate the surfaces to which each material is to be applied.
- B. Samples; Painting: Submit samples for Engineer's review of color and texture only. Provide a listing of material and application for each coat of each finish sample.
- C. Manufacturer's Certificate: Submit a written certification from the paint manufacturer that materials furnished for the work meet or exceed specified requirements.
- D. Prepare a detailed painting schedule. List each Painting System to be used by Painting System Number, define extent and limits of each system and colors (by name and number) where appropriate.

### **1.9 PRODUCT DELIVERY AND STORAGE**

- A. Deliver all materials to the jobsite in original, new and unopened packages and containers bearing manufacturer's name and label, and the following information;
  - 1. Name or title of material.
  - 2. Fed. Spec. number, if applicable.
  - 3. Manufacturer's stock number and date of manufacture.
  - 4. Manufacturer's name.
  - 5. Contents by volume, for major pigment and vehicle constituents.
  - 6. Thinning instructions.
  - 7. Application instructions.
  - 8. Color name and number.
- B. Store paint materials and painting tools and equipment, including solvents and cleaning material, in a well ventilated, dry area away from high heat. Do not store in buildings or structures in use or being constructed, nor leave overnight therein. Follow manufacturer's recommendations for the safe storage of paints and solvents.
- C. Take precautions to prevent fire hazards and spontaneous combustion.

### **1.10 SAFETY**

- A. Make all necessary provisions regarding materials, equipment, personnel, procedures, and practices, to assure that the work is done safely and that the working area is maintained free of all health and safety hazards.
- B. Observe manufacturer's health and safety precautions when storing, handling, and applying coating materials and cleanup materials containing solvents and/or chemical ingredients.
- C. Direct personnel's attention to all product warnings and information given on the labels of all products.
- D. Ensure that personnel mixing and applying coating materials are equipped with adequate protective clothing and devices (including respirators).

- E. Permit no smoking in the working area.
- F. Permit no item which may produce sparks or open flames in the immediate working area.
- G. Post warning signs outside of the work to apprise personnel of the hazards in the area. Erect barriers where necessary.
- H. Return partially used coating materials that are to be retained to their original containers at the completion of each work day. Tightly reseal containers, wipe material spills, clean and return the containers to the designated storage area.
- I. Remove waste coating materials and contaminated disposable items from the job site and dispose of them at the completion of each work day. Dispose of all items and materials in strict accordance with local, state, and federal regulations.

### **1.11 JOB CONDITIONS**

- A. Apply water-base paints only when the temperature of surfaces to be painted and the surrounding air temperatures are between 50 degrees F and 90 degrees F unless otherwise permitted by the paint manufacturers printed instructions.
- B. Apply solvent-thinned paints only when the temperature of surfaces to be painted and the surrounding air temperatures are between 45 degrees F and 95 degrees F unless otherwise permitted by the paint manufacturers printed instructions.
- C. Do not apply paint in rain, fog or mist; or when the relative humidity exceeds 85%; or to damp or wet surfaces; unless otherwise permitted by the paint manufacturer's printed instructions.
- D. Painting may be continued during inclement weather only if the areas and surfaces to be painted are enclosed and heated within the temperature limits specified by the paint manufacturer during application and drying periods.
- E. Exercise caution when attempting to paint in windy conditions. The Contractor is responsible for all damage caused by wind blown paint.

## **PART 2 - PRODUCTS**

### **2.1 COLORS AND FINISHES**

- A. Paint colors, surface treatments, gloss, and finishes are indicated or specified in the "schedules" of the contract documents. Color and gloss not indicated or specified shall match the Owner's existing color scheme.
- B. Final acceptance of colors will be from samples applied on the job.
- C. Paint Coordination: Review other sections of these specifications in which prime paints are to be provided to ensure compatibility of total coatings system for various substrates. Furnish information to manufacturer's, fabricators, suppliers and others where necessary on the characteristics of the finish materials to be used, to ensure compatible prime coats are used. Provide barrier coats over incompatible primers or remove and re-prime as required.

### **2.2 UNDERCOATS AND THINNERS**

- A. Undercoats: Provide undercoat paint produced by the same manufacturer as the finish coats.
- B. Thinners: Use only thinners approved by the paint manufacturer, and use only within recommended limits.

### 2.3 ACCEPTABLE MANUFACTURER'S

- A. All coating references herein are to Tnemec Co., Inc., or Ameron. All coatings to be in contact with potable water must appear on the current Florida Department of Environmental Protection list of approved paint and protective coatings and be rated NSF approved for potable water.

### 2.4 PAINTING SYSTEMS

- A. Provide a minimum dry film thickness, noted as D.F.T., for the applications listed in the schedule of finishes.
- B. Touch-up shop-applied and field applied prime coats wherever damaged or bare and keep touched-up as necessary before and after installation or erection of the items, to maintain protection of the metal from rust and corrosion. Clean and touch-up with the same type of primer as initially used.
- C. Note: Color for all surfaces in contact with potable water to be white or ivory to conform to State of Florida, EPA, and FDA Regulations for contact with potable water. All potable water piping shall be Blue.

### 2.5 SCHEDULE OF FINISHES

- A. Steel, galvanized steel and non-ferrous metal (unless noted otherwise in Construction Plans)
  - 1. Exterior of members, hardware and miscellaneous fabrication for outdoor exposure:

System:	Epoxy / Polyurethane
First Coat:	Series 69 Polyamidoamine Epoxy Primer
D.F.T. (Mils):	3.0 - 5.0
Second Coat:	Series 69 Polyamidoamine Epoxy Topcoat
D.F.T. (Mils):	3.0 - 5.0
Third Coat:	Series 1074U Color Endura-Shield (Aliphatic Acrylic Polyurethane)
D.F.T. (Mils):	2.0 - 4.0
Min D.F.T. (Mils):	11.0

### 2.6 SCHEDULE OF COLORS:

- A. All paint colors shall be approved by the Owner prior to ordering of materials.

## PART 3 - EXECUTION

### 3.1 FIELD OBSERVATION

- A. Verify that surfaces are ready to receive work as instructed by the product manufacturer. Do not paint over conditions detrimental to the formation of a durable paint bond and film.
- B. Examine surfaces scheduled to be finished prior to commencement of work. Report any condition that may potentially affect proper application. Do not proceed with the work until unsatisfactory conditions have been corrected.
- C. Provide all necessary equipment, labor, rigging, lighting and other equipment to facilitate inspections.

- D. The Engineer may inspect the Work at any time for compliance with the requirements of the specifications.
- E. The Engineer reserves the right to approve each phase of the Work before further work is done, to halt all Work deemed to be improper or not in compliance with the specification, and to require the Contractor to promptly correct all improper practices or deficient Work.
- F. The Contractor is responsible for any expenses incurred in association with corrective measures required as the result of improper practices and/or defective or deficient work.

### **3.2 GENERAL REQUIREMENTS**

- A. Provide adequate explosion – proof lighting sufficient to illuminate clearly the working area without shadows during all surface preparation and coating operations.
- B. Maintain adequate and continuous explosion – proof ventilation in confined areas during all surface preparation and coating operations and during all recoat and curing periods. Provide ventilation of sufficient capacity to maintain a clear atmosphere that is well below explosive and toxic limits. Arrange the ventilation system, including all fans and temporary duct work, so that no still air spaces exist in any area.
- C. Heating devices used to create and/or maintain temperature conditions in compliance with the specification requirements are to be explosion proof and of the type that do not exhaust sooty or oily residues or any other contaminants into the air. Heating devices are not to be used when existing temperature and humidity conditions may create dew point conditions.
- D. Use equipment that is explosion proof and non-sparking. Spray equipment must be recommended by or acceptable to the coatings manufacturer.
- E. Apply caulking material only after the last coat of paint has been applied and has dried hard. Caulking material used must be of a type that is compatible with the specified coating system.

### **3.3 SURFACE PREPARATION**

- A. Perform preparation and cleaning procedures in strict accordance with the paint manufacturer's instructions and as herein specified, for each particular substrate conditions.
- B. Surface preparation shall be conducted to prevent material from contaminating the existing water treatment process.
- C. Fiberglass and PVC materials shall be solvent cleaned according to SSPC-SP1 and scarified by best practical means. Every precaution should be taken to ensure that NO sanding dust is drawn into the degasifiers. Painting contractor to furnish all necessary barrier, drapes, etc. to prevent contamination of the Finish Water.

### **3.4 MATERIAL PREPARATION**

- A. Mix and prepare painting materials in accordance with manufacturer's direction.
- B. Store materials not in actual use in tightly covered containers. Maintain containers used in storage, mixing and application of paint in a clean condition, free of foreign materials and residue.
- C. Stir materials before application to produce a mixture of uniform density, and stir as required during the application of the materials. Do not stir surface film into the materials. Remove the film and if necessary, strain the material before using.

### 3.5 APPLICATION

#### A. General

1. Conform to articles “General Requirements” and “Surface Preparation” prior to beginning coating application.
2. Apply paint as specified and in accordance with the manufacturer’s printed instructions. Unless otherwise recommended in the manufacturer’s printed instructions or specified elsewhere (e.g. Bid Form, Painting System) use brushes for applying first coat on wood and use standard industrial spray equipment, either airless or conventional for applying first coat on metals other than sheetmetal and items fabricated from sheetmetal. For other coats on wood, metal and other substrates, use applicators and techniques best suited for the type of material being applied.
3. Apply additional coats when undercoats, stains or other conditions show through the final coat of paint, until the paint film is of uniform finish, color and appearance. Give special attention to insure that all surfaces, including edges, corners, crevices, welds, and exposed fasteners receive a dry film thickness equivalent to that of flat surfaces.
4. Paint surfaces behind movable equipment and furniture the same as similar exposed surfaces.
5. Paint surfaces behind permanently-fixed equipment or furniture with prime coat only before final installation of equipment.
6. Paint interior surfaces of ducts, where visible through registers or grilles, with a flat, non-specular black paint.
7. Paint the back sides of access panels, and removable or hinged covers to match the exposed surfaces.
8. Finish exterior doors on tops, bottoms and side edges the same as the exterior faces, unless otherwise indicated or specified.
9. Sand lightly between each succeeding enamel or varnish coat.
10. Omit the field prime coat on shop-primed and touch-up painted metal surfaces which are not to be finish painted and which will not be exposed to view in the completed work. Do not omit primer on metal surfaces specified to be finish coated or on metal surfaces that will be exposed to view in the completed work.
11. Putty nail holes and joints after prime coat is dry.
12. Change colors at corner of stop where colors differ between adjoining rooms or spaces and where door frames match wall colors.
13. Provide a finished coating system free of all runs, sags, cracks, blisters, pinholes, excessive or deficient fill thickness, or any other defects. Correct any such deficiencies by proper removal of the defect and/or recoating.
14. Apply the first-coat material to surfaces that have been cleaned, pretreated or otherwise prepared for painting as soon as practicable after preparation and before subsequent surface deterioration. Sandblasted surfaces are not to be left uncoated overnight.
15. Allow sufficient time between successive coatings to permit proper drying. Do not recoat until paint has dried to where it feels firm, does not deform or feel sticky under moderate thumb pressure, and the application of another coat of paint does not cause lifting or loss of adhesion of the undercoat.

16. Provide minor tinting to each coat of paint in order to differentiate between coats.
- B. Minimum Coating Thickness
  1. Apply each material at not less than the manufacturer's recommended spreading rate, to establish a total dry film thickness as specified or, if not specified, as recommended by the coating manufacturer.
  2. Painting of Mechanical and Electrical Work
    - a. Limit painting of mechanical and electrical work to those items exposed in equipment rooms and occupied spaces, and on the exterior of buildings or structures.
- C. Mechanical items to be painted include, but are not limited to, the following:
  - a. Piping, pipe hangers, and supports
  - b. Heat exchangers
  - c. Tanks
  - d. Ductwork and insulation
  - e. Motor mechanical equipment and supports
  - f. Accessory items
  1. Prime Coats
  2. Apply a prime coat of material, which is required to be painted or finished, and which has not been prime coated by others.
  3. Clean and prime unprimed ferrous metals as soon as possible after delivery of the metals to the job site.
  4. Recoat primed and sealed surfaces where there is evidence of suction spots or unsealed areas in first coat, to assure a finish coat with no burn-through or other defects due to insufficient sealing.
  5. Completed Work
  6. Match approved samples for color, texture and coverage.
  7. Remove, refinish or repaint work not in compliance with specified requirements.
- D. Dry Film Gauge
  1. Provide "Noroson Magnetic Dry Film Thickness Gauge" as supplied by the coatings manufacturer.

### **3.6 CLEAN-UP AND PROTECTION**

- A. Clean-up
  1. During the progress of the work, remove from the site all discarded paint materials, rubbish, cans and rags at the end of each work day.
  2. Upon completion of painting work, clean window glass and other paint – spattered surfaces. Remove spattered paint by proper methods of washing and scraping, using care not to scratch or damage finished surfaces.
- B. Protection
  1. Protect open water holding tanks and basins of the existing water treatment plant.
  2. Protect work of other trades, whether to be painted or not, against damage from painting and finishing work.

3. Protect surfaces that might otherwise be damaged by dripping, splashing, or spraying of paint. Correct any damage by cleaning, repairing or replacing and repainting as acceptable to the Engineer.
4. Provide “Wet Paint” signs as required to protect newly-painted finishes. Remove temporary protective wrappings provided by others for protection of their work, after the completion of paint operations.
5. At the completion of work of other trades, touch-up and restore all damaged or defaced painted surfaces.
6. Repair of damage caused by overspray is the contractor’s responsibility.

### **3.7 WARRANTY**

- A. If within one year after the date of Substantial Completion, any Work is found to be defective, CONTRACTOR shall promptly, without cost to OWNER and in accordance with OWNER’S written instructions, either correct such defective Work, or, if it has been rejected by OWNER, remove it from the site and replace it with nondefective Work. If CONTRACTOR does not promptly comply with terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, OWNER may have the defective Work corrected or the rejected Work removed and replaced, and all direct and indirect costs of such removal and replacement, including compensation for additional professional services, will be charged to the CONTRACTOR.

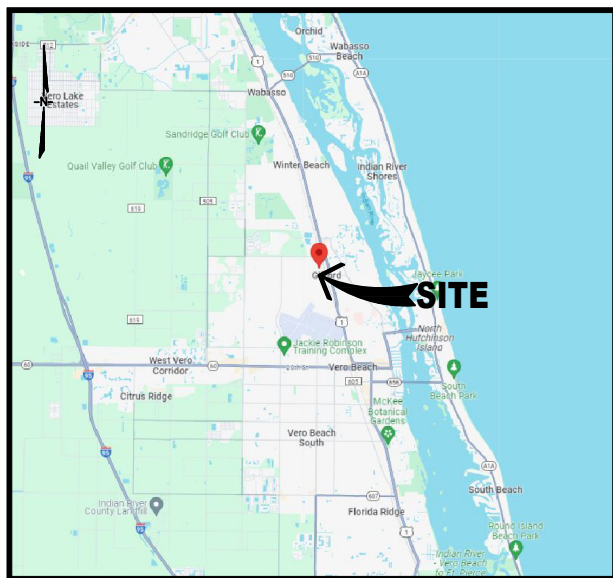
**- END OF SECTION -**



K:\RAL\_Wireless\Indian\_River\_County\Gifford\_WT\_04 - KHRAL-19879 (Remediation Project)\04.2 - KHRAL-19882 (WTMOD)\CAD\Gifford\_WT\_MOD\_RO.dwg --- 03/07/24 4:39 PM by: ryan.doolittle



SATELLITE IMAGERY



AREA MAP



**T-Mobile**

**dish wireless**

**verizon**

SITE NAME:

**GIFFORD WT**

SITE NUMBER:

**A2P0003A / MIMIA00441A / 5000169690**

(T-MOBILE)

(DISH)

(VERIZON)

SITE ADDRESS:

**4690 28TH COURT  
VERO BEACH, FL 32967**

STRUCTURE:

**156 FT LATTICED WATER TANK (INACTIVE)**

INDEX OF SHEETS

SHEET	DESCRIPTION	REV
T-1	TITLE SHEET	0
N-1	PROJECT NOTES	0
N-2	INSPECTION NOTES	0
S-1	TOWER ELEVATION & MODIFICATION SCHEDULE	0
S-2.1	CONSTRUCTION DETAILS	0
S-2.2	CONSTRUCTION DETAILS	0
S-3	CONSTRUCTION DETAILS	0
S-4	CONSTRUCTION DETAILS	0
S-5	CONSTRUCTION DETAILS	0

PROJECT INFORMATION

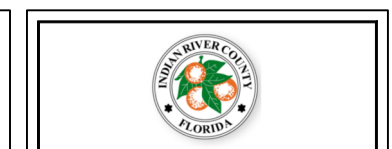
STRUCTURE TYPE:	LATTICED WATER TANK
STRUCTURE HEIGHT:	156 FT
LATITUDE:	N 27.678285
LONGITUDE:	W 80.412619
COUNTY:	INDIAN RIVER COUNTY
CODE JURISDICTION:	INDIAN RIVER COUNTY
SCOPE:	WATER TANK MODIFICATION

BUILDING CODE CRITERIA

BUILDING CODE:	2023 FLORIDA BUILDING CODE, 8TH ED
ULTIMATE WIND SPEED, Vult:	160 MPH
RISK CATEGORY:	II
EXPOSURE CATEGORY:	C
TOPOGRAPHIC CATEGORY:	1
SEISMIC DESIGN PARAMETERS:	S <sub>s</sub> = 0.065g S <sub>1</sub> = 0.030g
	SITE CLASS: D
	SDC: A
CORRESPONDING STRUCTURAL ANALYSIS REPORT:	KIMLEY-HORN, JOB #044572077 / KHRAL-19881, DATED 01/18/2024

SCOPE OF WORK

- FULL MODIFICATION SCHEDULE CAN BE FOUND ON S-1.
- CONTRACTOR SHALL SCHEDULE A SITE VISIT TO CONFIRM ALL EXISTING STRUCTURE DIMENSIONS, SITE CONSTRAINTS, PROPOSED REINFORCING DIMENSIONS, THE CLEARANCES OF THE PROPOSED REINFORCING, EXISTING FOUNDATION INFORMATION, EXISTING SITE UTILITIES, AND ALL OTHER INFORMATION NECESSARY TO PERFORM THE WORK ON THESE DRAWINGS IN ORDER TO ELIMINATE THE RISK OF RFIS ONCE CONSTRUCTION AND FABRICATION HAVE BEGUN. THE CONTRACTOR SHALL NOT BEGIN FABRICATION OR CONSTRUCTION PRIOR TO PERFORMING THIS SITE VISIT AND VALIDATING THE INFORMATION ON THESE DRAWINGS AND ANY ADDITIONAL INFORMATION THE CONTRACTOR NEEDS TO PERFORM THE WORK.
- THE CONTRACTOR SHALL PERFORM THIS PRE-CONSTRUCTION WORK AND REPORT ALL DISCREPANCIES TO THE CUSTOMER AND THE ENGINEER OF RECORD OR BE LIABLE FOR THE LABOR & MATERIALS FOR DISCREPANCIES NOT CAUGHT BY THE CONTRACTOR'S DUE DILIGENCE SITE VISIT.

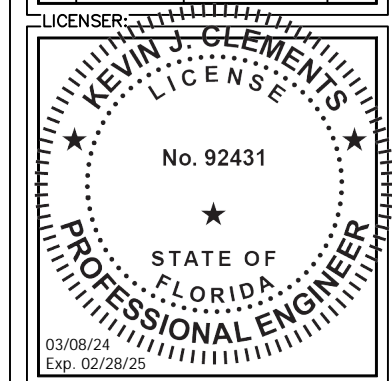


PROJECT INFORMATION:  
GIFFORD WT  
A2P0003A / MIMIA00441A /  
5000169690  
4690 28TH COURT  
VERO BEACH, FL 32967  
INDIAN RIVER COUNTY

PLANS PREPARED BY:  
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FL COA #35106

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REV: \_\_\_\_\_ DATE: \_\_\_\_\_ ISSUED FOR: \_\_\_\_\_ BY: \_\_\_\_\_



KHA PROJECT NUMBER:  
044572077 / KHRAL-19881  
DRAWN BY: \_\_\_\_\_ CHECKED BY: \_\_\_\_\_  
MRD ZAM

SHEET TITLE:  
**TITLE SHEET**

SHEET NUMBER:  
T-1

THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY KEVIN J. CLEMENTS ON THE DATE ADJACENT TO THE SEAL. PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED.







K:\RAL\_Wireless\Indian\_River\_County\Gifford\WT\_04 - KHRAL-19879 (Remediation Project)\04.2 - KHRAL-19882 (WTMOD)\CAD\Gifford\WT\_MOD\_RO.dwg ----- 03/07/24 4:40 PM by: ryan.doolittle

1.00 GENERAL INSPECTION NOTES

- 1.01 THE POST-MODIFICATION INSPECTION IS A VISUAL EXAMINATION OF STRUCTURE MODIFICATIONS AND A REVIEW OF ANY REQUIRED CONSTRUCTION INSPECTIONS, TESTING, AND OTHER DATA TO VERIFY THAT THE MODIFICATIONS ARE INSTALLED IN ACCORDANCE WITH THE CONTRACT DOCUMENTS AS DESIGNED BY THE ENGINEER OF RECORD. THE CONTRACTOR DOCUMENTS INCLUDE THESE MODIFICATION DRAWINGS, ANY PROJECT SPECIFICATION REFERENCED TO IN THE PROJECT NOTES OR OTHERWISE PROVIDED WITH THE DRAWINGS, AND OTHER DOCUMENTS OR DRAWINGS PROVIDED WITH THE MODIFICATION DRAWINGS WITH THE INTENT THEY BE USED AS A DESIGN AID OR GUIDELINE FOR CONSTRUCTION.
1.02 THE POST-MODIFICATION INSPECTION SHALL CONFIRM INSTALLATION CONFIGURATION AND WORKMANSHIP ONLY AND IS NOT A QUALITATIVE REVIEW OF THE ENGINEERING ASPECTS OF THE DESIGN OR THE DESIGN DRAWINGS. THE MODIFICATION INSPECTOR IS NOT TAKING OWNERSHIP OF THE MODIFICATION DESIGN IN THE PERFORMANCE OF THEIR DUTIES. OWNERSHIP OF THE MODIFICATION DESIGN'S EFFECTIVENESS AND INTENT, AS WELL AS ALL ASSOCIATED RISK, LIED WITH THE ENGINEER OF RECORD AT ALL TIMES.
1.03 TO ENSURE THE REQUIREMENTS OF THE POST-MODIFICATION INSPECTION ARE MET, IT IS ESSENTIAL COORDINATION BETWEEN THE PRIME CONTRACTOR AND THE MODIFICATION INSPECTOR BEING AS SOON AS THE PROJECT IS FUNDED AND WORK ENTERS THE PLANNING STAGE. THE PRIME CONTRACTOR AND MODIFICATION INSPECTOR SHALL BE PROACTIVE IN IDENTIFYING CONSTRUCTION ISSUES AND COMMUNICATE THESE ISSUES TO EACH OTHER AND THE ENGINEER OF RECORD AND STRUCTURE OWNER & CUSTOMER, AS REQUIRED.

2.00 INSPECTION & REPORT RECOM'S

- 2.01 THE FOLLOWING ARE PROVIDED WITH THE INTENT OF ENHANCING THE EFFECTIVENESS OF THE MODIFICATION INSPECTIONS AND IMPROVING THE EFFICIENCY OF THE PROCESS OF COLLECTING AND COMPILING THE INFORMATION INTO A USEABLE REPORT:
A. IT IS RECOMMENDED THE PRIME CONTRACTOR PROVIDE THE MODIFICATION INSPECTOR AT LEAST 5 BUSINESS DAYS NOTICE FOR WHEN THE SITE WILL BE READY FOR THE MODIFICATION INSPECTION.
B. THE PRIME CONTRACTOR AND THE MODIFICATION INSPECTOR SHALL COORDINATE CLOSELY THROUGHOUT THE ENTIRE PROJECT.
C. THE PRIME CONTRACTOR AND MODIFICATION INSPECTION SHALL BOTH BE PRESENT DURING THE INITIAL INSPECTIONS IN ORDER TO ALLOW FOR THE REMEDIATION OF DEFICIENCIES DURING THE INSPECTIONS, AS PRACTICABLE. IT MAY BE PREFERABLE TO KEEP WORK CREWS AND THEIR EQUIPMENT ON-SITE TO REMEDIATE DEFICIENCIES DURING INSPECTIONS.

3.00 INSPECTION RESCHEDULE & CANCEL

- 3.01 IF THE PRIME CONTRACTOR AND MODIFICATION INSPECTOR HAVE AGREED UPON A TIME AND DATE FOR A GIVEN INSPECTION AND EITHER PARTY RESCHEDULES OR CANCELS THE INSPECTION, THE STRUCTURE OWNER SHALL NOT BE RESPONSIBLE FOR COSTS, FEES, LOST DEPOSITS, OR OTHER EXPENSES INCURRED BY THE PRIME CONTRACTOR, THEIR SUBCONTRACTOR(S), OR THE MODIFICATION INSPECTOR DUE TO THESE SCHEDULING CHANGES. EXCEPTIONS MAY BE MADE IN THE EVENT OF UNCONTROLLABLE SITUATIONS SUCH AS NATURAL DISASTERS, SEVERE WEATHER, OR OTHER CONDITIONS THAT COMPROMISE THE SAFETY OF THE PARTIES INVOLVED.

4.00 REMEDIATION OF FAILING INSPECTION

- 4.01 IN THE EVENT ANY PORTION OF THE MODIFICATION WORK IS DETERMINED TO BE UNSATISFACTORY BY THE MODIFICATION INSPECTOR, THE PRIME CONTRACTOR SHALL WORK WITH THE MODIFICATION INSPECTOR TO CREATE A PLAN OF ACTION THAT WILL EITHER:
A. REPAIR THE DEFICIENT WORK TO SATISFACTORY CONDITION AND INCLUDE A SUBSEQUENT RE-INSPECTION OF THE WORK TO VERIFY IT IS SATISFACTORY.
B. OR, WITH THE PERMISSION OF THE STRUCTURE OWNER AND/OR CUSTOMER, THE PRIME CONTRACTOR MAY WORK WITH THE ENGINEER OF RECORD TO REVIEW THE AS-BUILT CONDITION OF THE MODIFICATION TO DETERMINE IF IT IS STRUCTURALLY ACCEPTABLE, IF THE ACTION US NOT ACCEPTABLE TO ANY PARTY, THE PRIME CONTRACTOR SHALL PROCEED TO REPAIR THE DEFICIENT WORK TO A SATISFACTORY CONDITION.

5.00 OWNER INSPECTIONS

- 5.01 THE STRUCTURE OWNER MAY CONDUCT INSPECTIONS TO VERIFY THE QUALITY AND COMPLETENESS OF THE PREVIOUSLY COMPLETED MODIFICATION INSPECTIONS REPORTS OR THE MODIFICATION INSTALLATION WORK.
5.02 INSPECTIONS MAY BE COMPLETED BY A 3RD-PARTY FIRM OF THE STRUCTURE OWNER'S CHOOSING AFTER A MODIFICATION PROJECT IS COMPLETED AND A PASSING MODIFICATION INSPECTION REPORT IS ISSUED.

6.00 MOD INSPECTOR'S RESPONSIBILITIES

- 6.01 THE MODIFICATION INSPECTOR SHALL CONTACT THE PRIME CONTRACTOR AS SOON AS THEY HAVE RECEIVED A PURCHASE ORDER OR PAYMENT FOR THIS INSPECTION. THE MODIFICATION INSPECTOR SHALL REVIEW THE REQUIREMENTS OF THE INSPECTION CHECKLIST, SHALL WORK WITH THE PRIME CONTRACTOR TO DEVELOP A SCHEDULE OF NECESSARY ON-SITE INSPECTIONS, AND SHALL DISCUSS ANY SITE-SPECIFIC INSPECTION REQUIREMENTS OF OTHER CONCERNS.
6.02 THE MODIFICATION INSPECTOR IS RESPONSIBLE FOR COLLECTION ALL PRIME CONTRACTOR INSPECTION AND TEST REPORTS (INCLUDING THOSE OF ASSIGNED SUB-CONTRACTORS), SHALL REVIEW THE REPORTS FOR COMPLIANCE WITH THE CONTRACT DOCUMENTS, SHALL CONDUCT THE NECESSARY ON-SITE INSPECTIONS, AND SHALL COMPILER AND SUBMIT THE MODIFICATION INSPECTION REPORT.

7.00 PRIME CONTRACTOR RESPONSIBILITIES

- 7.01 THE PRIME CONTRACTOR SHALL CONTACT THE MODIFICATION INSPECTOR AS SOON AS THEY HAVE RECEIVED A PURCHASE ORDER OR PAYMENT FOR THE MODIFICATION INSTALLATION. THE PRIME CONTRACTOR SHALL REVIEW THE REQUIREMENTS OF THE MODIFICATION INSPECTION CHECKLIST, SHALL WORK WITH THE MODIFICATION INSPECTOR TO DEVELOP A SCHEDULE TO CONDUCT ON-SITE INSPECTIONS, AND SHALL DISCUSS SPECIFIC INSPECTION AND TESTING REQUIREMENTS WITH THE MODIFICATION INSPECTOR IN DETAIL TO OBTAIN A FULL UNDERSTANDING OF THE REQUIRED INSPECTION AND TESTING.
7.02 THE PRIME CONTRACTOR SHALL PERFORM AND RECORD THE TESTING AND INSPECTION RESULTS IN ACCORDANCE WITH THE REQUIREMENTS OF THE MODIFICATION INSPECTION CHECKLIST.

8.00 PHOTOGRAPHY REQUIREMENTS

- 8.01 THE PRIME CONTRACTOR AND MODIFICATION INSPECTOR SHALL, BETWEEN THE EFFORTS OF BOTH PARTIES AND THEIR EMPLOYED PERSONNEL, PROVIDED PHOTOGRAPHS WITH THE INSPECTION REPORT TO INCLUDE THE FOLLOWING:
A. GENERAL SITE PHOTOGRAPHS PRE-CONSTRUCTION
B. MODIFICATION INSTALLATION PHOTOGRAPHS DURING CONSTRUCTION/ERECTION OPERATIONS AND INSPECTIONS.
B.1. RAW MATERIALS
B.2. PHOTOS OF DETAILED WORK REQUIRED ON THE DRAWINGS (CONNECTIONS, WELDMENTS, FIELD/FABRICATED MEMBERS, ETC.)
B.3. WELD PREPARATION AND COMPLETED WELD INSPECTION (INCLUDING A FILLET WELD SIZE GAUGE, AS APPLICABLE)
B.4. BOLT INSTALLATION AND TORQUE/PRETENSION.
B.5. FINAL INSTALLED CONDITION (AFTER DEFICIENT CONDITIONS, IF ANY, ARE REMEDIATED).
B.6. REPAIR OF SURFACE COATINGS (INCLUDING GALVANIZING AND/OR PAINT COATING).
C. POST-MODIFICATION PHOTOGRAPHS OF THE SITE & WORK.
D. PHOTOGRAPHS OF THE FINAL STATE OF THE SITE AT CONCLUSION OF THE WORK BY THE PRIME CONTRACTOR, ASSOCIATED SUBCONTRACTORS, AND THE MODIFICATION INSPECTOR.
E. OTHER PHOTOS MAY BE INCLUDED AT PRIME CONTRACTOR & MODIFICATION INSPECTOR'S DISCRETION.

NOTE: PHOTOS OF MODIFICATIONS INSTALLED ABOVE AN ELEVATION OF 20' SHALL REQUIRE PHOTOS BE TAKEN FROM THE STRUCTURE AS WELL AS OVERALL PHOTOGRAPHS OF THE MODIFICATIONS TAKEN FROM THE GROUND.

9.00 SPECIAL INSPECTIONS (PER 2023 FBC / 2021 IBC)

Table with 4 columns: Section, Type of Special Inspection and Extent, Applicable, Continuous or Periodic. Rows include 1705.1 General, 1705.2 Steel construction, 1705.3 Concrete construction, 1705.4 Masonry construction, 1705.5 Wood construction, 1705.6 Soils, 1705.7 Driven deep foundations, 1705.8 Cast-in-place deep foundations, 1705.9 Helical pile foundations, 1705.10 Structural integrity of deep foundation elements, 1705.11 Fabricated items, 1705.12 Special inspections for wind resistance, 1705.13 Special inspections for seismic resistance, 1705.14 Testing for seismic resistance, 1705.15 Sprayed fire-resistant materials, 1705.16 Mastic and intumescent fire-resistant coatings, 1705.17 Exterior insulation and finish systems, 1705.18 Fire-resistant penetrations and joints, 1705.19 Testing for smoke control, 1705.20 Sealing of mass timber, and Other.

PRE-CONSTRUCTION INSPECTION CHECKLIST

Table with 2 columns: CONSTRUCTION AND/OR INSTALLATION INSPECTIONS REQUIRED FOR REPORT?, INSPECTION REPORT ITEM. Rows include YES MODIFICATION INSPECTION CHECKLIST, YES SHOP DRAWINGS APPROVED BY EOR (LATEST REVISION), YES FABRICATION INSPECTION, YES FABRICATOR'S CERTIFIED WELD INSPECTION (CW), YES FABRICATOR'S QUALIFIED PERSONNEL FOR WELDING, YES MATERIAL TEST REPORT(S) / MILL CERTIFICATE(S), FABRICATOR'S NON-DESTRUCTIVE TESTING (NDT) TECHNICIAN, YES PACKING SLIPS FOR STRUCTURAL MATERIALS.

CONSTRUCTION INSPECTION CHECKLIST

Table with 2 columns: CONSTRUCTION AND/OR INSTALLATION INSPECTIONS REQUIRED FOR REPORT?, INSPECTION REPORT ITEM. Rows include YES CONSTRUCTION INSPECTION, FOUNDATION INSPECTION, CONCRETE COMPRESSIVE STRENGTH AND SLUMP TESTING RESULTS/CERTIFICATES, ADHESIVE ANCHOR ROD(S) INSTALLATION INSPECTION, BASE PLATE GROUT INSPECTION, YES THIRD-PARTY CERTIFIED WELD INSPECTION (INCLUDING IBC SPECIAL INSPECTIONS), SOIL EXCAVATION-DENSITY TESTING, COMPACTION INSPECTION/VERIFICATION, USE OF SUITABLE FILL, YES GALVANIZING REPAIR MATERIAL PREPARATION, INSPECTION & PAINT APPLICATION, GUY WIRE (RE-)TENSION REPORT AND INSPECTION, YES PRIME CONTRACTOR'S AS-BUILT DOCUMENTS (SIGNED & DATED).

POST-CONS. INSPECTION CHECKLIST

Table with 2 columns: CONSTRUCTION AND/OR INSTALLATION INSPECTIONS REQUIRED FOR REPORT?, INSPECTION REPORT ITEM. Rows include YES MODIFICATION INSPECTOR'S ISSUE LIST (INCLUDING CORRECTIVE ACTIONS TAKEN) AND/OR REDLINED RECORD DRAWINGS, POST-INSTALLED ADHESIVE ANCHOR ROD PULL-OUT TESTING, YES PHOTOGRAPHS OF MODIFICATIONS (INCLUDING PHOTOS OF BOTH SIDES OF WELDED OR BOLTED CONNECTIONS, OF OVERALL AND DETAIL VIEWS OF INSTALLED MODIFICATIONS, AND BEFORE/AFTER PHOTOS OF ANY ISSUES IDENTIFIED BY THE INSPECTOR).



PROJECT INFORMATION:

GIFFORD WT
A2P0003A / MIMIA00441A /
5000169690
4690 28TH COURT
VERO BEACH, FL 32967
INDIAN RIVER COUNTY

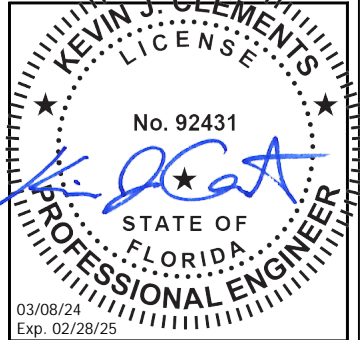
PLANS PREPARED BY:

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WWW.KIMLEY-HORN.COM
FL COA #35106

REV: DATE: ISSUED FOR: BY:

Revision table with columns for Rev, Date, Issued For, and By. Row 7: 03/07/24, PRELIMINARY, KJC.

LICENSER:



KHA PROJECT NUMBER:

044572077 / KHRAL-19881

DRAWN BY: CHECKED BY:

MRD ZAM

SHEET TITLE:

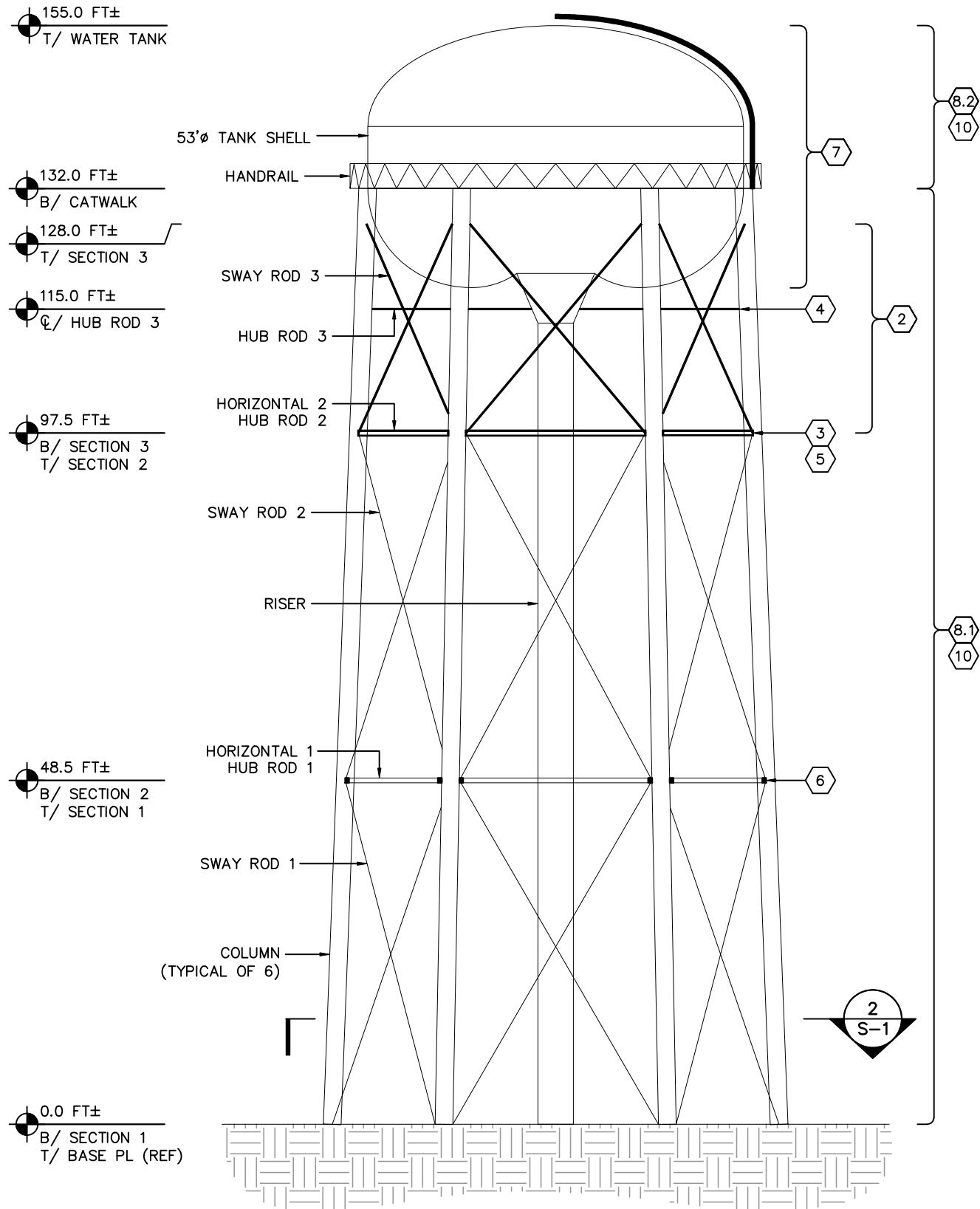
INSPECTION NOTES

SHEET NUMBER:

N-2

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NOTE: EXISTING AND PROPOSED APPURTENANCES AND MOUNTS NOT SHOWN FOR CLARITY.



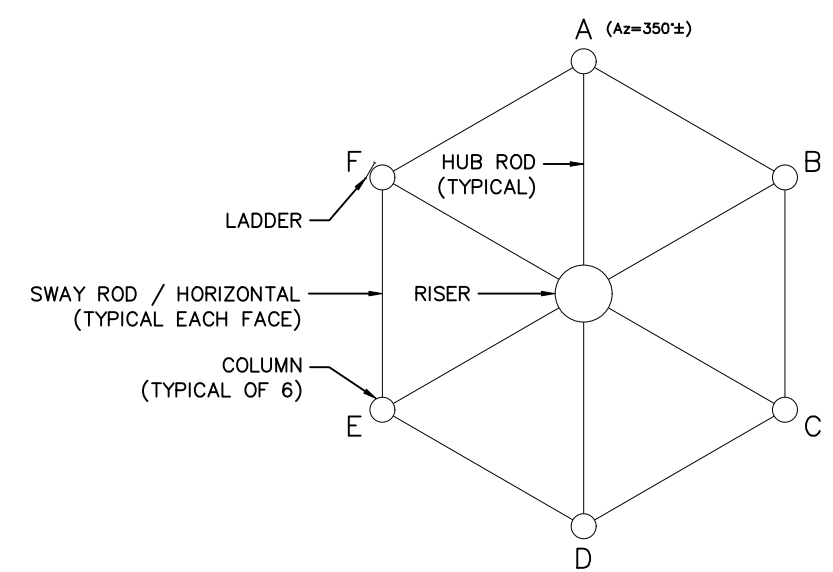
**1** STRUCTURE ELEVATION  
S-1 SCALE: N.T.S.

MODIFICATION SCHEDULE				
PHASE 1				
NO.	ELEVATION	SCOPE	MATERIAL	NOTES
1	0-132'±	CONTRACTOR TO PERFORM PRE-MODIFICATION INSPECTION TO VERIFY MODIFICATIONS CAN BE INSTALLED AS SHOWN.	-	N-1 N-2
2	97.5-128'±	REPLACE EXISTING SWAY RODS MEMBERS AND CONNECTION HARDWARE	A36 SR 1 1/2"	S-2.1 S-2.2
3	97.5'±	REPLACE EXISTING HORIZONTAL STRUTS MEMBERS AND CONNECTION HARDWARE	A992 W8X35 A325 BOLTS (VERIFY SIZE)	S-3
4	115'±	REPLACE EXISTING HUB RODS AND CONNECTION HARDWARE	A36 SR 1"	S-4
5	97.5'±	REPLACE EXISTING SWAY ROD PIN (TOP OF SECTION 2, COLUMN "F") CONTRACTOR SHALL INSPECT ALL SWAY ROD PINS IN SECTIONS 1 AND 2 TO ENSURE THAT NO ADDITIONAL PINS ARE RECESSED INTO THE GUSSET PLATE SIMILAR TO DETAIL 1/S-5	A36 SOLID ROD (FIELD VERIFY & MATCH SIZE)	S-5
6	48.5'±	REPLACE ALL HORIZONTAL TERMINATION BOLTS (TOP OF SECTION 1)	A325 BOLTS (VERIFY SIZE)	S-5
7	117-155'±	IF PRESENT, COORDINATE WITH OWNER TO REMOVE ALL EXISTING WATER IN TANK FACILITY. INSTALL 300 KIPS OF BULK BALLAST MATERIAL (SAND, GRAVEL, OR EQUIVALENT) INTO THE TANK SHELL TO MINIMIZE LONG-TERM AXIAL UPLIFT AT THE BASE OF THE STRUCTURE.	BULK MATERIAL TO BE APPROVED BY EOR GROSS WEIGHT = 300 KIPS	-
8.1	0-132'±	RE-TIGHTEN SAFETY CLIMB CABLE IN ACCORDANCE WITH MANUFACTURER RECOMMENDATIONS. INSTALL CABLE CLIPS TO LADDER RUNGS AT 25-FT MAX SPACING AND SECURE CABLE.	TUF-TUG UNIVERSAL CABLE GUIDE KIT (OR EQUIVALENT)	-
8.2	132-155'±	REPLACE EXISTING LADDER SYSTEM SPANNING FROM CATWALK TO TOP OF TANK SHELL.	(CUSTOM ORDER & INSTALL)	-
9	0-132'±	CONTRACTOR TO PROVIDE ALL NECESSARY MATERIAL CERTIFICATIONS, INSPECTION REPORTS, AND PHOTOS NECESSARY FOR KIMLEY-HORN TO COMPLETE A POST-MODIFICATION INSPECTION REPORT.	-	N-1 N-2
PHASE 2				
NO.	ELEVATION	SCOPE	MATERIAL	NOTES
10	0-155'±	ALL STRUCTURE SHELLS, MEMBERS, HARDWARE, AND CONNECTIONS SHALL BE SAND-BLASTED AND COATED IN ACCORDANCE WITH SSPC SP6 AND INDIAN RIVER COUNTY STANDARD SPECIFICATIONS AND PROCEDURES. COATING SPECIFICATIONS, PROCEDURES, AND COLOR ARE BEYOND THE SCOPE OF THESE DRAWINGS AND SHALL BE COORDINATED WITH INDIAN RIVER COUNTY AND THE CURRENTLY INSTALLED TELECOMMUNICATION CARRIERS. TEMPORARY REMOVAL/RELOCATION OF THE CARRIER EQUIPMENT AND FEEDLINES IS REQUIRED.	UPON COMPLETION OF SAND-BLASTING, AN ENGINEERING INSPECTION SHALL BE PERFORMED TO DETERMINE IF ADDITIONAL REPAIRS ARE REQUIRED PRIOR TO COATING.	-

- CONSTRUCTION NOTES**
- WORK SHALL BE COMPLETED AT WIND SPEEDS < 20 MPH.
  - ALL DIMENSION ARE APPROXIMATE, CONTRACTOR SHOULD FIELD VERIFY ALL DIMENSIONS BEFORE FABRICATION OF STEEL AND COMMENCEMENT OF WORK. FIELD CUT MEMBERS AS REQUIRED.
  - MODIFICATION SCOPE SHOWN SHALL BE INSTALLED FOR ALL SIX (6) FACES OF THE STRUCTURE UNLESS NOTED OTHERWISE.

**DO NOT SCALE DRAWINGS**

CONTRACTOR SHALL VERIFY ALL PLANS, EXISTING DIMENSIONS, CONDITIONS ON THE JOB SITE AND SHALL IMMEDIATELY NOTIFY THE ENGINEER OF RECORD IN WRITING OF ANY DISCREPANCIES BEFORE PROCEEDING WITH THE WORK OR BE RESPONSIBLE FOR THE SAME.



**2** TYPICAL INTERIOR BRACING PLAN  
S-1 SCALE: N.T.S.

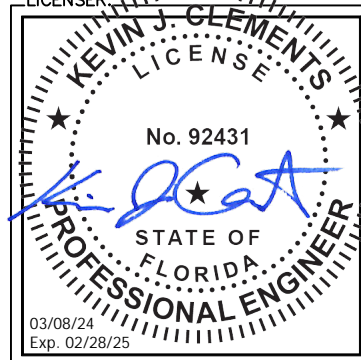


PROJECT INFORMATION:  
**GIFFORD WT**  
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 5000169690  
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 INDIAN RIVER COUNTY

PLANS PREPARED BY:  
**Kimley-Horn**  
 421 FAYETTEVILLE STREET, SUITE 600  
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 PHONE: 919-677-2000  
 WWW.KIMLEY-HORN.COM  
 FL COA #35106

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A	03/07/24	PRELIMINARY	KJC

REV: \_\_\_\_\_ DATE: \_\_\_\_\_ ISSUED FOR: \_\_\_\_\_ BY: \_\_\_\_\_



LICENSER: \_\_\_\_\_  
 KHA PROJECT NUMBER:  
 044572077 / KHRAL-19881  
 DRAWN BY: \_\_\_\_\_ CHECKED BY: \_\_\_\_\_  
 MRD ZAM

SHEET TITLE:  
**TOWER ELEV.  
 & MODIFICATION  
 SCHEDULE**

SHEET NUMBER:  
**S-1**

K:\RAL\_Wireless\Indian\_River\_County\Gifford\_WT\04 - KHRAL-19879 (Remediation\_Project)\04.2 - KHRAL-19882 (WTMOD)\CAD\Gifford\_WT\_MOD\_RO.dwg --- 03/07/24 4:40 PM by: ryan.doolittle

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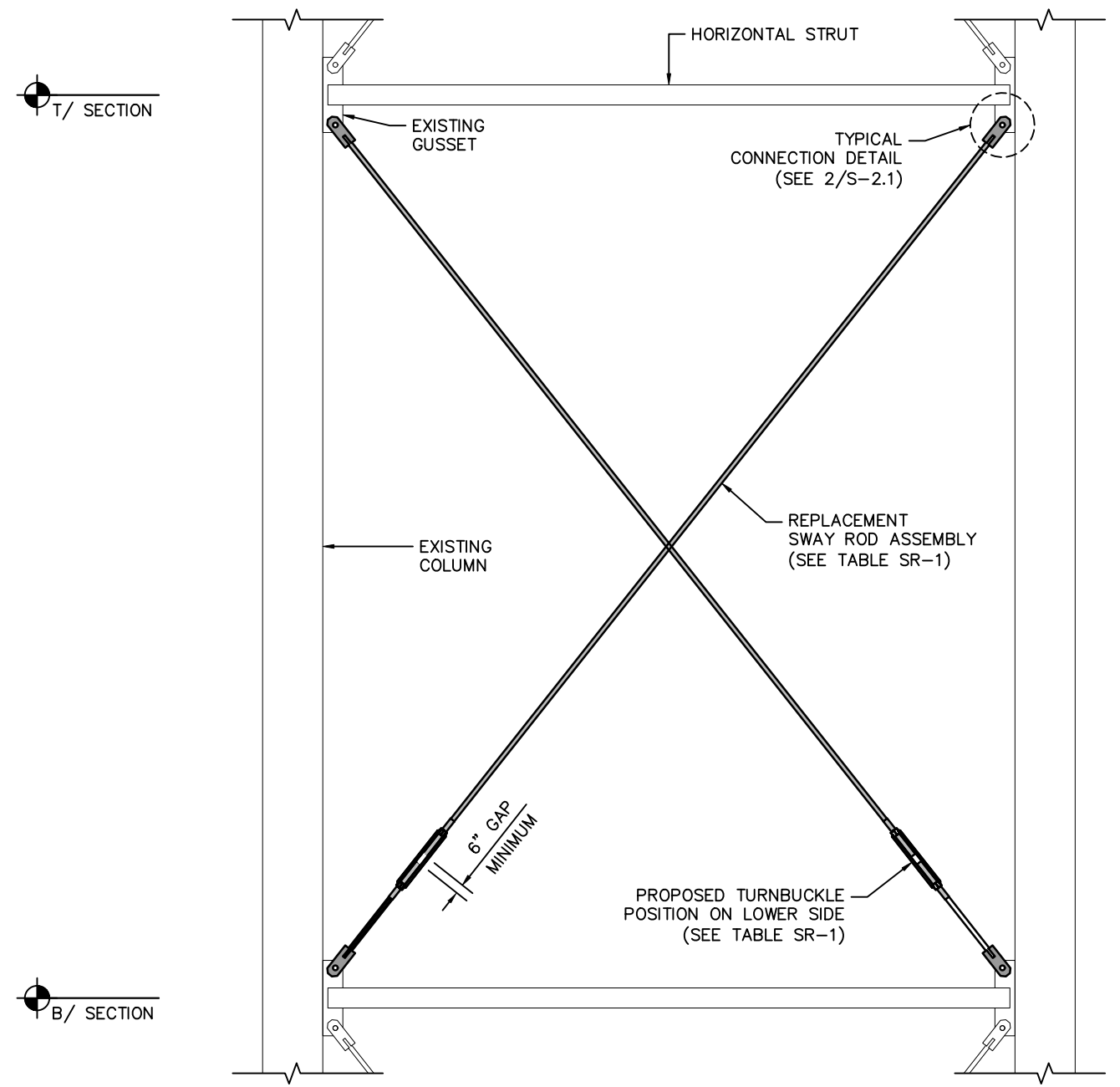


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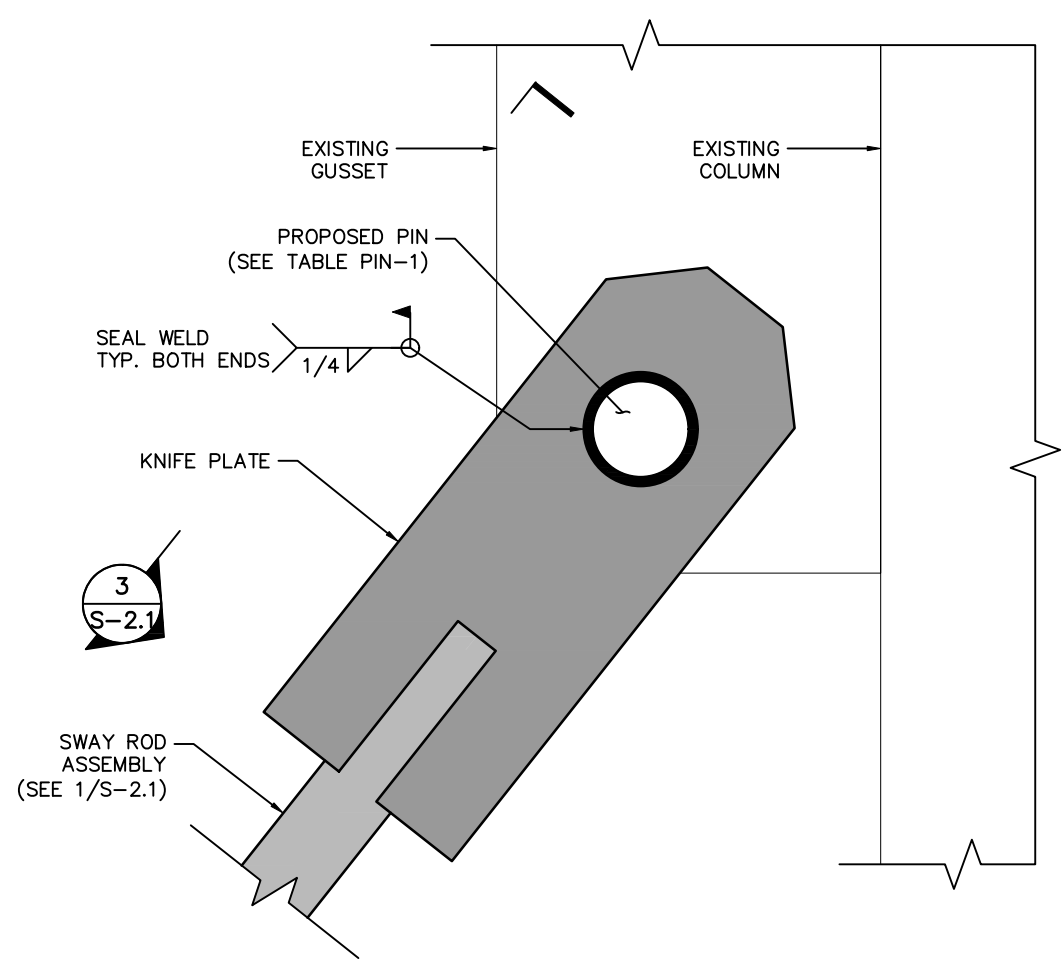
**INSTALLATION NOTES:**

1. PRIOR TO FABRICATION, CONTRACTOR SHALL FIELD VERIFY PIN-TO-PIN LENGTHS OF EXISTING SWAY RODS. CONTRACTOR SHALL ALLOW FOR 6" MINIMUM CLEARANCE WITHIN THE TURNBUCKLE OPENING. LENGTH A PER TABLE SR-1 IS ESTIMATED FOR MATERIAL ORDERING PURPOSES ONLY.
2. CONTRACTOR SHALL COORDINATE WITH THE STRUCTURE OWNER TO DETERMINE THE ESTIMATED WATER CAPACITY AT THE TIME OF CONSTRUCTION AND REPORT TO EOR.
3. PRIOR TO WELDING KNIFE PLATES TO PIN CONNECTOR, THE CONTRACTOR SHALL ENSURE THE SWAY RODS ARE PRE-TENSIONED TO THE SPECIFIED STRESS VALUES IN THE PROVIDED TABLE, BASED ON THE WATER CAPACITY PER NOTE 2.
  - 3.1. THE REQUIRED PRE-TENSION FORCE (KIPS) SHALL BE THE PROVIDED PRE-TENSION STRESS (KSI) MULTIPLIED BY THE GROSS CROSS SECTIONAL AREA OF THE SWAY ROD (SQ. IN.). REFER TO TABLE SR-1 FOR SWAY ROD DETAILS.
4. ALL FINAL ASSEMBLIES AND ASSOCIATED COMPONENTS SHALL BE SHOP CLEANED IN ACCORDANCE WITH SSPC-SP 2 (AT MINIMUM), AND COATED WITH A ZINC-RICH OR EPOXY-BASED STEEL PRIMER WITH A 4-YEAR MINIMUM SERVICE LIFE.
  - 4.1. TURNBUCKLES MAY REMAIN UNALTERED FROM MANUFACTURED FINISH.

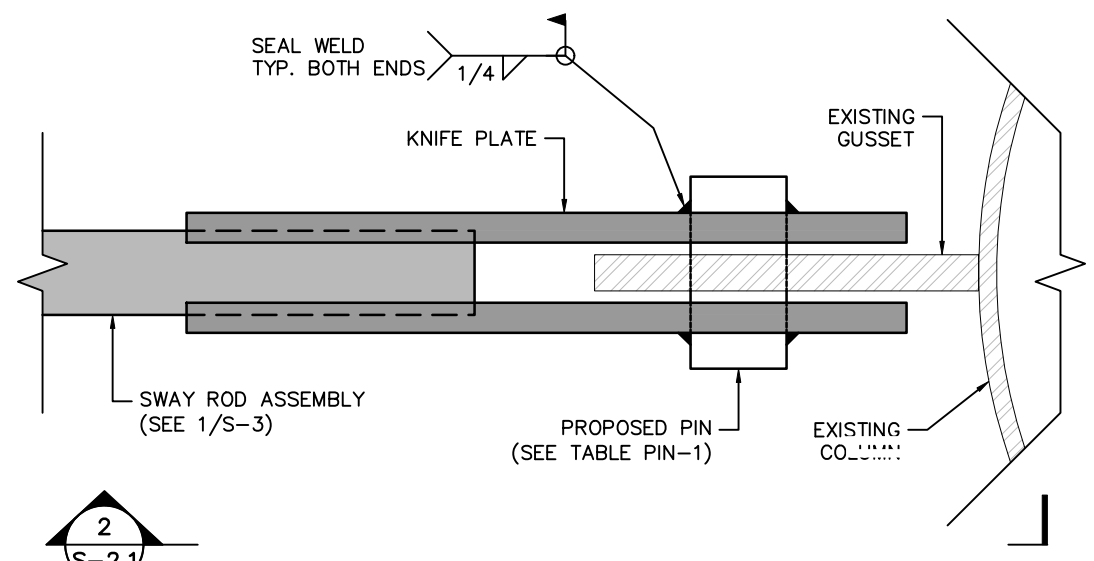
PRE-TENSION REQUIREMENTS	
WATER CAPACITY (VERIFY WITH OWNER)	PRETENSION STRESS REQUIREMENT (PSI)
EMPTY	9,000
25%±	7,000
50%±	5,000
75%±	3,000
FULL	1,000



**1** TYPICAL BAY CONFIGURATION ELEVATION  
**S-2.1** SCALE: N.T.S.



**2** SWAY ROD CONNECTION DETAIL - ELEVATION  
**S-2.1** SCALE: N.T.S.



**3** SWAY ROD CONNECTION DETAIL - PLAN  
**S-2.1** SCALE: N.T.S.

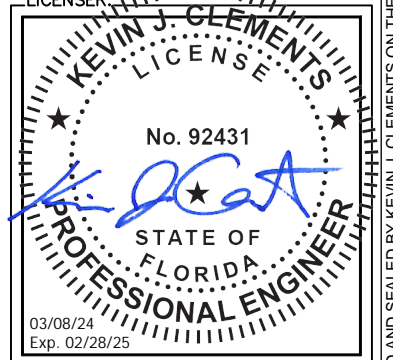


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 INDIAN RIVER COUNTY

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REV: DATE: ISSUED FOR: BY:  
 LICENSER: **KEVIN J. CLEMENTS**  
 LICENSE No. 92431  
 STATE OF FLORIDA  
 PROFESSIONAL ENGINEER  
 03/08/24  
 Exp. 02/28/25  
 KHA PROJECT NUMBER:  
 044572077 / KHRAL-19881  
 DRAWN BY: MRD CHECKED BY: ZAM  
 SHEET TITLE:  
**CONSTRUCTION DETAILS**  
 SHEET NUMBER:  
**S-2.1**

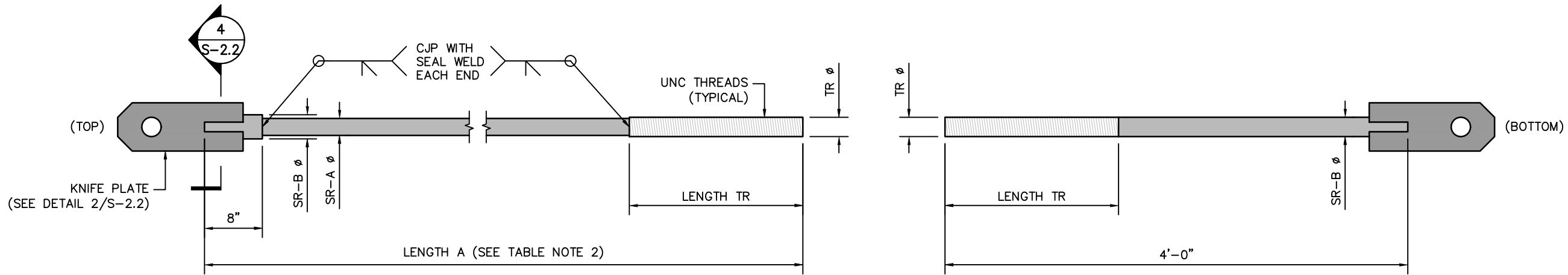


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TABLE SR-1 – SWAY ROD ASSEMBLY

ELEV	ASSEMBLY ID	SR-A Ø	SR-B Ø	TR Ø	LENGTH A (NOTE 2)	LENGTH TR	ASSEMBLY QTY	KNIFE PLATE PART REQ'D	KNIFE PLATE QTY	PIN PART REQUIRED	PIN QTY	TURNBUCKLE SIZE	TURNBUCKLE QTY
97.5-128±	SR-A-01	1½"	1¼"	1¼"	31'-3"	1'-6"	12	KP-01	48	PIN-01	24	1¼" X 24	12

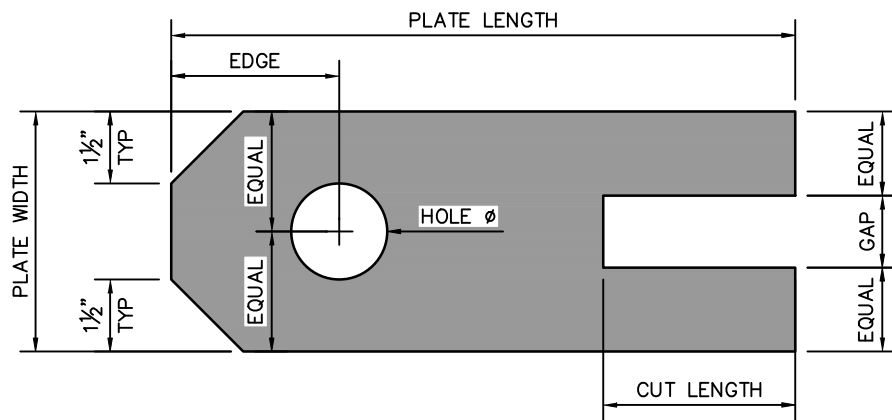
- NOTE:**
- ALL SOLID ROD, THREADED ROD, KNIFE PLATE, AND PIN MATERIALS SHALL CONFORM TO ASTM GRADE A36 (Fy = 36 KSI MINIMUM).
    - HIGHER GRADES SHALL BE APPROVED BY EOR.
    - ALL FINAL ASSEMBLIES AND ASSOCIATED COMPONENTS SHALL BE SHOP CLEANED IN ACCORDANCE WITH SSPC-SP 2 (AT MINIMUM), AND COATED WITH A ZINC-RICH OR EPOXY-BASED STEEL PRIMER WITH A 4-YEAR MINIMUM SERVICE LIFE.
  - LENGTHS ARE ESTIMATED FOR MATERIAL ORDERING. CONTRACTOR SHALL CONFIRM FINAL LENGTHS IN FIELD AS REQUIRED.
  - REFER TO TABLE KP-1 FOR KNIFE PLATE FABRICATION SPECIFICATIONS. REFER TO TABLE PIN-1 FOR PIN FABRICATION SPECIFICATIONS.
  - TURNBUCKLES SHALL BE CROSBY HG-2510 (ALTERNATIVES SHALL BE APPROVED BY EOR).



1 SWAY ROD ASSEMBLY DETAIL  
S-2.2 SCALE: N.T.S.

TABLE KP-1

ELEV	PART ID	PLATE WIDTH	PLATE LENGTH	PLATE THICKNESS	CUT LENGTH	GAP	EDGE	HOLE Ø	QTY
97.5-128±	KP-01	5½"	1'-0"	½"	4"	7/8"	3/2"	2 7/8"	48

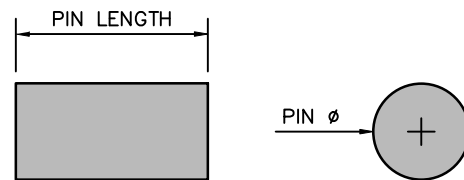


2 SWAY ROD KNIFE PLATE DETAIL  
S-2.2 SCALE: N.T.S.

TABLE PIN-1

ELEV	PART ID	PIN Ø	PIN LENGTH	QTY
97.5-128±	PIN-01	2"	4½"	24

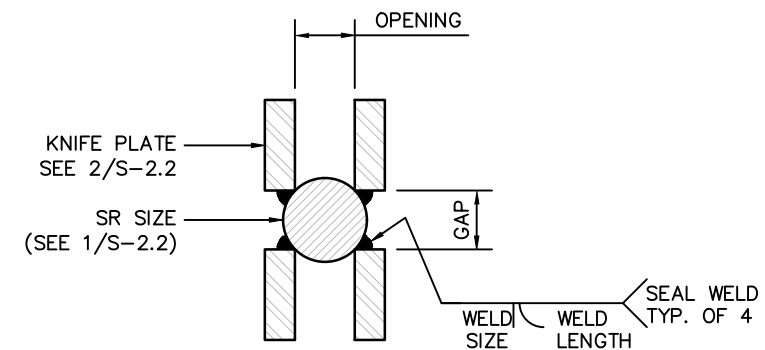
NOTE: PRIOR TO FABRICATION, CONTRACTOR SHALL FIELD VERIFY EXISTING PIN DIAMETER AND MATCH ACCORDINGLY.



3 SWAY ROD PIN DETAIL  
S-2.2 SCALE: N.T.S.

TABLE WELD-1

ELEV	SR SIZE	KNIFE PLATE PART ID	WELD SIZE	WELD LENGTH	OPENING	GAP
97.5-128±	1¼" Ø	KP-01	5/16"	4"	1½"	7/8"



4 KNIFE PLATE WELD DETAIL  
S-2.2 SCALE: N.T.S.



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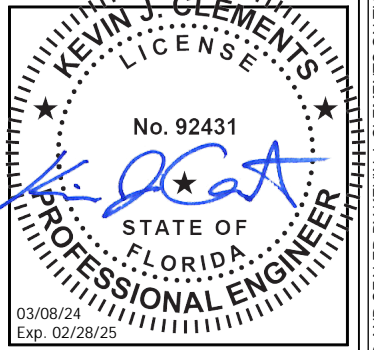
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KHA PROJECT NUMBER:

044572077 / KHRAL-19881

DRAWN BY: CHECKED BY:

MRD ZAM

SHEET TITLE:

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DETAILS

SHEET NUMBER:

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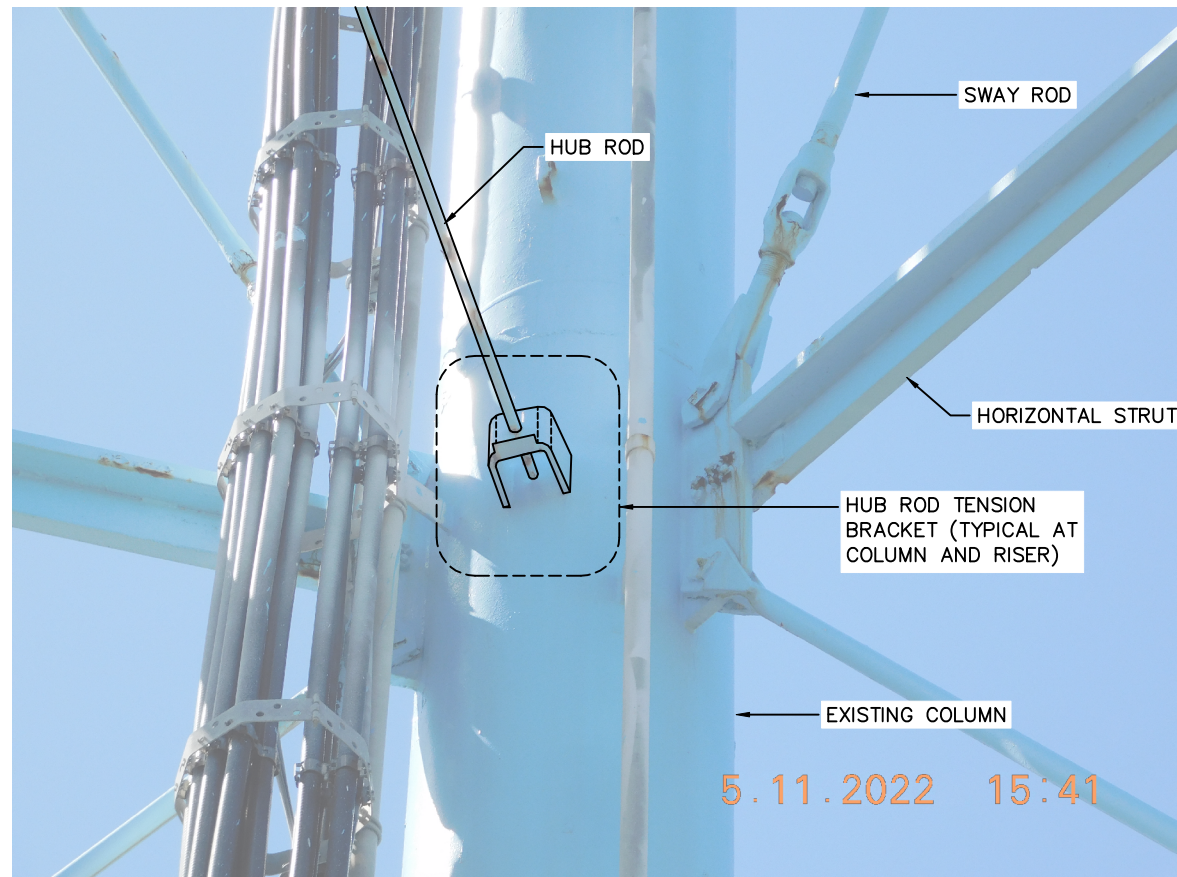
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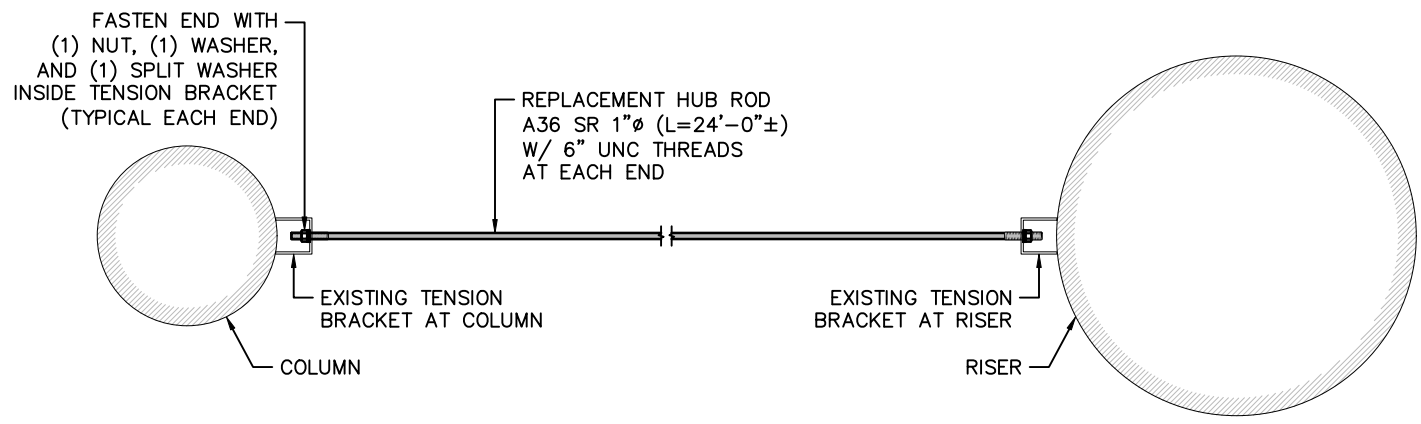


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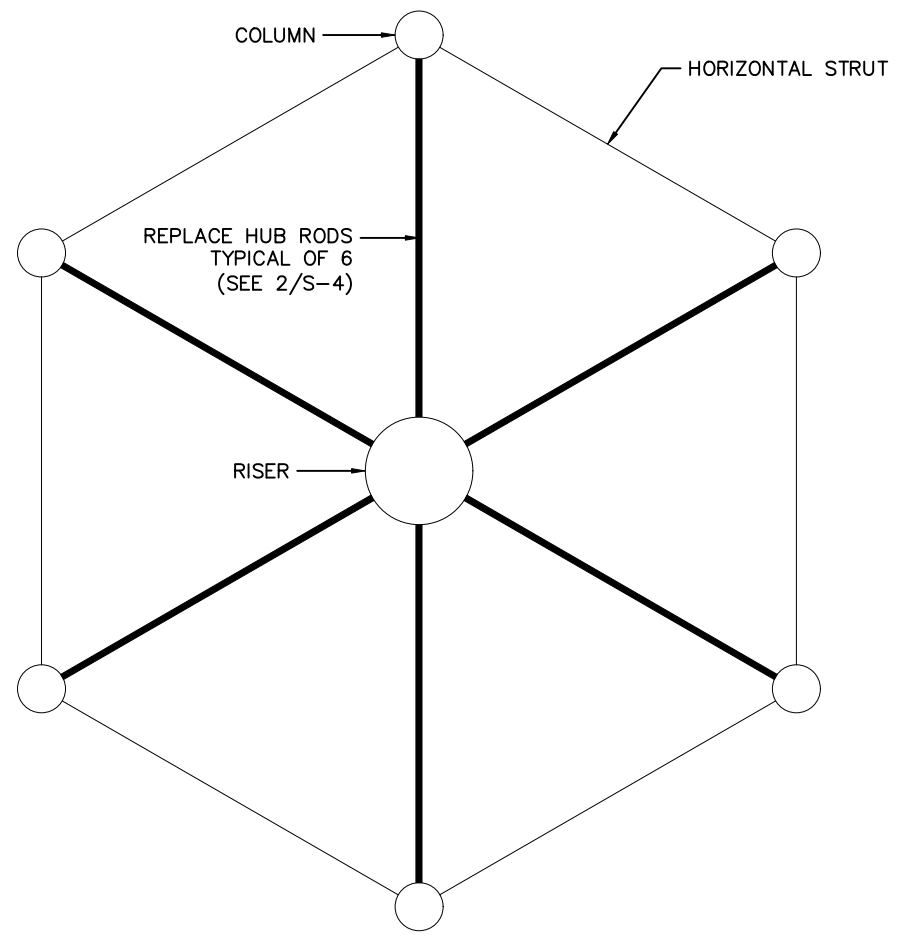


**1** REFERENCE PHOTO - END CONNECTION  
**S-4** SCALE: N.T.S.

- INSTALLATION NOTES:**
1. PRIOR TO FABRICATION, CONTRACTOR SHALL FIELD VERIFY LENGTHS OF EXISTING HUB RODS.
  2. HUB ROD MEMBER SHALL BE SHOP CLEANED IN ACCORDANCE WITH SSPC-SP 2 (AT MINIMUM), AND COATED WITH A ZINC-RICH OR EPOXY-BASED STEEL PRIMER WITH A 4-YEAR MINIMUM SERVICE LIFE.



**2** TYPICAL HUB ROD CONFIGURATION PLAN  
**S-4** SCALE: N.T.S.



**3** OVERALL HUB ROD CONFIGURATION  
**S-4** SCALE: N.T.S.



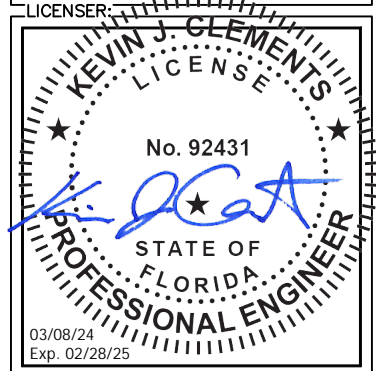
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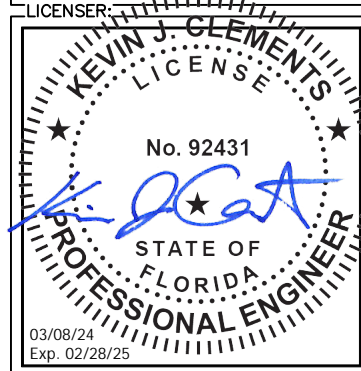
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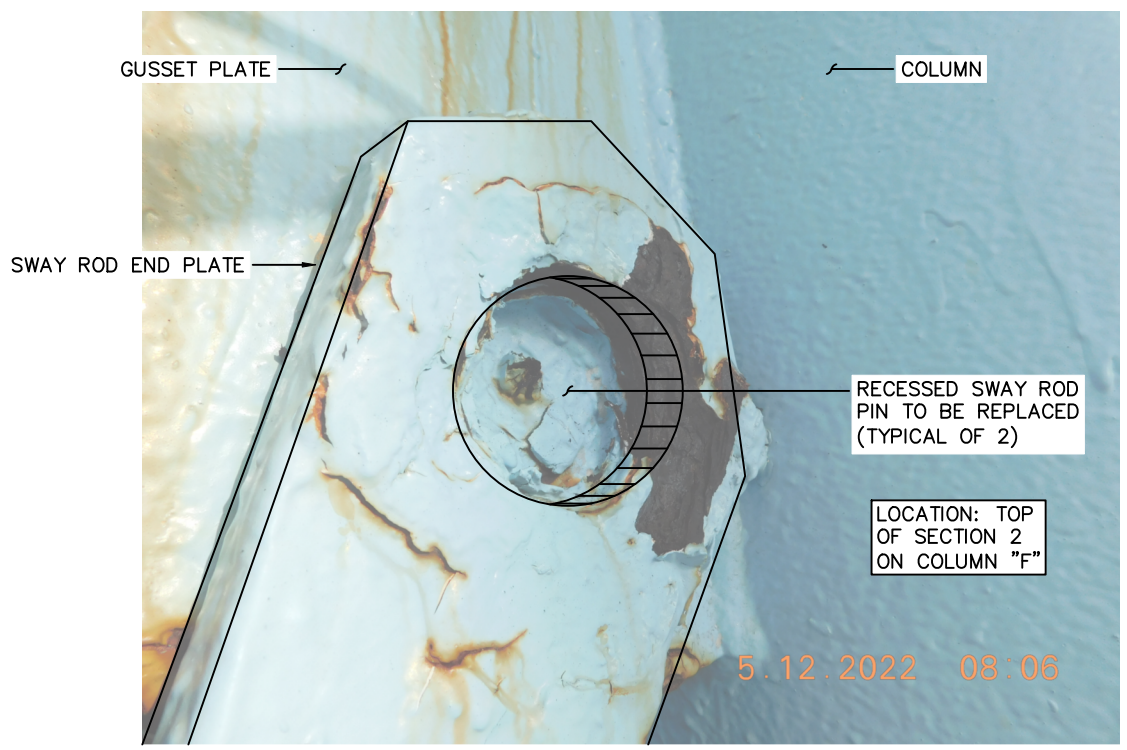


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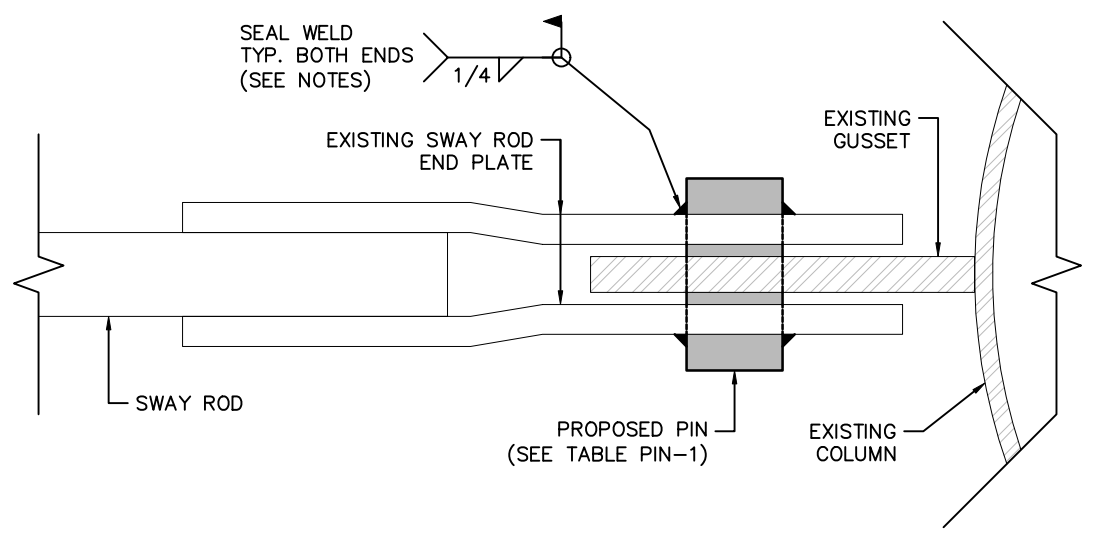
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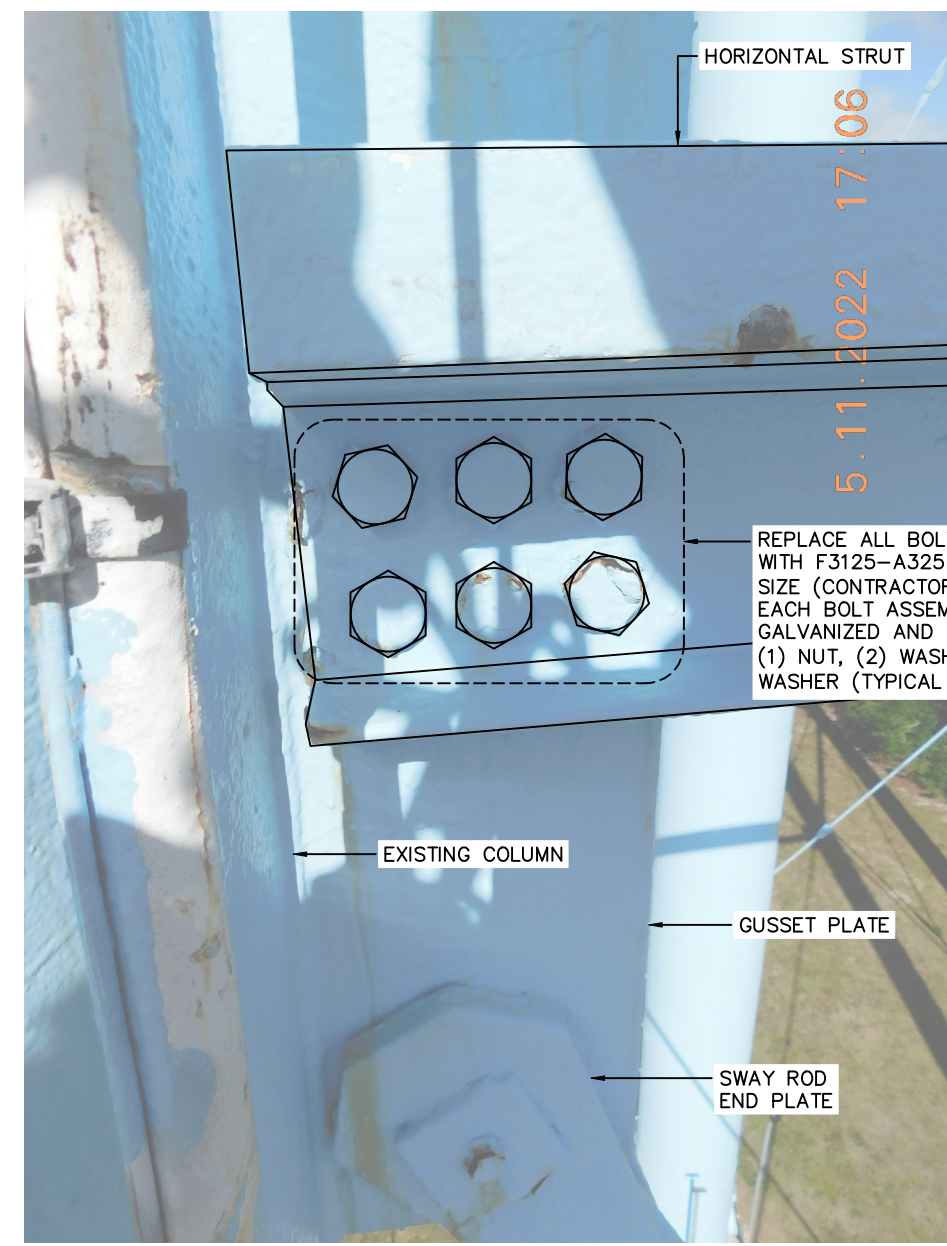


**1** REFERENCE PHOTO - EXISTING PIN (97.5 FT)  
**S-5** SCALE: N.T.S.

- INSTALLATION NOTES:**
- REPAIR IS REQUIRED FOR THE PIN AT TOP OF BOTH SWAY RODS IN SECTION 2, ATTACHING TO COLUMN "F".
    - CONTRACTOR SHALL INSPECT ALL OTHER EXISTING SWAY ROD PINS AND ENSURE THAT ALL FULLY PROJECT OUTSIDE OF THE EXISTING END PLATES TO EITHER SIDE OF THE GUSSET PLATE. CONTRACTOR SHALL REPORT FINDINGS TO EOR FOR RECOMMENDATIONS.
  - PRIOR TO WELDING, EXISTING SURFACE OF SWAY ROD END PLATES SHALL BE WIRE-BRUSHED AND CLEANED OF ALL EXISTING SURFACE COATINGS. WELD SHALL BE DIRECTLY ON STEEL SURFACE.
  - AFTER WELDING, THE SURFACE SHALL BE PREPARED AND COATED WITH ZINC-RICH COLD GALVANIZATION OR PRIMER.



**2** SWAY ROD PIN REPLACEMENT DETAIL  
**S-5** SCALE: N.T.S.



**3** HORIZONTAL BOLT REPLACEMENT DETAIL (48.5 FT)  
**S-5** SCALE: N.T.S.