

MONROE COUNTY BOARD OF COUNTY COMMISSIONERS

Request for Proposals For Backfill Restoration Water Quality Improvement Projects Canal #90 Hammer Point Park, Key Largo, Monroe County, FL



BOARD OF COUNTY COMMISSIONERS

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October 2023

PREPARED BY:

Monroe County Sustainability Department
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BACKFILL RESTORATION WATER QUALITY IMPROVEMENT PROJECTS
CANAL #90 HAMMER POINT PARK KEY LARGO, MONROE COUNTY, FL

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Exhibit A	Design Drawings
Exhibit B	Engineering and Environmental Report
Exhibit C	State Grant LPA0241 from the Florida Department of Environmental Protection, Amendment 1, Amendment 2
Exhibit D	Bathymetric Survey
Exhibit E	Permits

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NOTICE OF REQUEST FOR COMPETITIVE SOLICITATIONS

NOTICE IS HEREBY GIVEN that on **Wednesday, December 6, 2023**, at 3:00 P.M., the Monroe County Purchasing Office will receive and open sealed responses for the following:

**Backfill Restoration Water Quality Improvement Projects
Canal #90, Hammer Point Park, Key Largo
Monroe County, Florida**

Pursuant to F.S. 50.0211(3)(a), all published competitive solicitation notices can be viewed at: www.floridapublicnotices.com, a searchable Statewide repository for all published legal notices. **Requirements for submission and the selection criteria may be requested from DemandStar at www.demandstar.com OR www.monroecounty-fl.gov/bids.** The Public Record is available upon request.

Monroe County Purchasing Department receives bids electronically. Please **do not mail or attempt to deliver in person** any sealed bids. Mailed/physically delivered bids/proposals/responses **WILL NOT** be accepted.

The Monroe County Purchasing Department hereby directs that bids be submitted via email to: OMB-BIDS@monroecounty-fl.gov, no later than 3:00 P.M., on December 6, 2023. Please submit your confidential financial information in a SEPARATE EMAIL from your bid and required documents. Your subject line on both emails must read as follows:

**Backfill Restoration Water Quality Improvement Projects
Canal #90, Hammer Point Park, Key Largo 12-06-2023**

Files that do not contain this subject line **WILL BE REJECTED**. Please note that the maximum file size that will be accepted by email is 25MB. Please plan accordingly to ensure that your bid is not rejected due to the file size. Should your bid documents exceed 25MB, in advance of the bid opening, please email: omb-purchasing@monroecounty-fl.gov so accommodations for delivery of your bid can be made prior to the bid opening. Please be advised that it is the bidder's sole responsibility to ensure delivery of their bid and waiting until the bid opening to address or confirm your bid submission delivery will result in your bid being rejected.

The bid opening for this solicitation will be held virtually, via the internet, at 3:00 P.M., on December 6, 2023. You may call in by phone or internet using the following:

Join Zoom Meeting
<https://mcbooc.zoom.us/j/4509326156>
Meeting ID: 4509326156
One tap mobile:
+16465189805,,4509326156# US (New York)
+16699006833,,4509326156# US (San Jose)
Dial by your location:
+1 646 518 9805 (New York)
+1 669 900 6833 (San Jose)

Publication dates:
Keys Citizen: Sat., 10-21-2023
Keys Weekly: Thur., 10-26-2023
News Barometer: Fri., 10-27-2023

SECTION 00030 – PROJECT GENERAL INFORMATION

**Backfill Restoration
Water Quality Improvement Projects
Canal #90 Hammer Point Park, Key Largo, Monroe County, Florida**

In 2013, Phase II of the Monroe County Canal Management Master Plan (CMMP) was completed that evaluated the conditions of the Keys canals, prioritized the need for water quality improvement, and identified appropriate restoration options for each canal:

- Culvert
- Organic Removal
- Backfill

The CMMP selected technologies, above, that could address the specific Class III water quality exceedances (dissolved oxygen and nutrients) within the canals and surrounding near shore waters.

Depending upon the specific canal(s) selected, one or a combination of techniques were proposed. The CMMP provided an initial technology selection as well as, the ranking for prioritization and selection.

In response to the recommendations of the CMMP, Monroe County in 2014 allocated approximately \$5 million for the restoration of water quality in seven residential canals within unincorporated Monroe County. As part of the Canal Restoration Demonstration Program, Florida International University (FIU) assessed the effectiveness of the various technologies implemented by Monroe County and its partners by comparing treated canals against nearby, unaltered controls over a period of three years.

Based on data collected during the limited monitoring period, FIU made the following conclusions about the backfilling technology:

Backfilling: This technique resulted in an immediate change in the canal's water quality by significantly improving the water column's DO content. The decreased water depth allowed light to penetrate to the sediment. As a result, there were measurable increases in benthic vegetation, fish diversity and abundance and inhabitants of the sea walls;

Since the demonstration canal restorations were proposed by Monroe County, the canal restoration program has grown to include 15 residential canal restoration projects throughout Monroe County. The Canal #90 Backfilling project is a continuation of the canal restoration program in accordance with the Department of Economic Opportunity (DEO) canal restoration work as detailed in the Canal Work Plan of the Monroe County 28.20.140 Comprehensive Plan. The project backfilling activities are to be completed so that a natural benthic community can be established. Canal #90 is located between Hilson Court and Ivanhoe Court in Hammer Point Park on Key Largo, Florida. .

The state and federal permitting for the project is underway and documents will be provided to contractor prior to construction commencement.

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Permitting Status:

- SFWMD permit has been received and is attached as Exhibit E
- USACE permit has been received and is attached as Exhibit E
- A County building permit (environmental) is required.
- A Monroe County temporary staging permit is needed if a private lot is selected for staging. (See note below).
- The selected Contractor will require adherence to all permits during construction.

Grant: This project is funded by grant number LPA0241 from the Florida Department of Environmental Protection. The selected contractor will be required to abide by all terms and conditions of the grant.

Engineers Estimate: The engineer's estimate for this project is \$1,206,914

Temporary Staging Area: The County has not yet secured a staging area for construction. The contractor is responsible for securing the area and ensuring the selected site is suitable for staging, construction activity and is restored to its original condition or better upon completion of the project. There is a lot where the residents have indicated a potential willingness to work with the contractor to allow such use. The details will be released during the pre-bid meeting to be held at the time referenced below. The Contractor is encouraged to explore all options for temporary staging, including use of driveways, rights of way and any other option which the contractor may find useful. The Contractor will bear the cost of any fortifying of the property(ies) needed to support construction activities and to restore to original condition.

Optional Pre-Bid Meeting:

The County will host a non-mandatory virtual pre-bid meeting for the Canal 90 project as follows:

Date: **Monday, November 13, 2023**

Time: **2:00 p.m.**

Join Zoom Meeting

<https://mcbooc.zoom.us/j/81839705259?from=addon>

Meeting ID: 818 3970 5259

One tap mobile

+16465189805,,81839705259# US (New York)

+16699006833,,81839705259# US (San Jose)

Dial by your location

+1 646 518 9805 US (New York)

+1 669 900 6833 US (San Jose)

Meeting ID: 818 3970 5259

End of Section 00030

SECTION 00100 - INSTRUCTIONS TO PROPOSERS

To be considered, Proposals must be made in accordance with these Instructions to Proposers.

ARTICLE 1
DEFINITIONS

- 1.1 Terms used in these Instructions to Proposers, which are defined in the General Conditions, shall have the same meanings or definitions as assigned to them in the General Conditions.
- 1.2 **A Proposal, Bid, or Response** is a complete and properly signed proposal to do the Work for the sums stated therein, including any Owner Options or Alternates stipulated therein, and submitted in accordance with the Proposal Documents. In Request for Proposals the word "Bid" is used interchangeably for "Proposal" or "Response".
- 1.3 **Addenda** are written, or graphic instruments issued by the Owner, its agents, employees or consultants prior to the receipt of Proposals, which modify or interpret the Proposal Documents by additions, deletions, clarifications, or corrections.
- 1.4 **Allowance** is a given amount to be included in the Proposer's proposal. From this Allowance, payments will be made to the vendor for the specified service or project. If the contractor is responsible for making payments, he will be reimbursed for the payments to the vendor via presentation of invoices in his monthly payment application. Allowance includes labor, materials, installation, permits, etc.
- 1.5 **Alternate Proposal** (or Alternate) is an amount stated in the Proposal to be added to or deducted from the amount of the Base Proposal if the corresponding change in the Work, as described in the Proposal Documents, is accepted.
- 1.6 **Engineer** is the Engineering firm hired by the County to design and/or oversee the project. For this project, the County Engineering Consultant is WSP Inc. (WSP).
- 1.7 **Base Proposal** is the sum stated in the Proposal for which the Proposer offers to perform the Work described in the Proposal Documents as the base, to which may be added or from which Work may be deleted for sums stated in Alternate Proposal or Owner Option Proposals.
- 1.8 **Proposer** is a person or entity who submits a Proposal.
- 1.9 **Proposal Documents** include the Notice of Calling for Proposal, Instructions to Proposers, Proposal, Pre-Proposal Substitutions, Scope of Work, Milestone Schedule and other sample Proposal and contract forms and the proposed Contract Documents including any addenda issued prior to receipt of Proposals. The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Proposal Documents, Addenda issued prior to execution of this Agreement, together with the response to RFP and all required insurance documentation, and Modifications issued after execution of this Agreement. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. An enumeration of the Contract Documents, other than Modifications, appears in Article 9. In

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the event of a discrepancy between the documents, precedence shall be determined by the order of the documents as just listed.

- 1.10 **Local** Not Applicable
- 1.11 **“Owner”** is synonymous with “Monroe County”.
- 1.12 **“Perform”** means to comply fully with the specified or implied requirements.
- 1.13 **“Provide”** means “furnish and install”. Wherever “provide” or “furnish and install” are used, this shall mean the purchase and complete installation, and all purchasing requirements and procedures, as per the specified or implied requirements.
- 1.14 **Sub-bidder** is a person or entity who submits a bid to a Proposer for materials or labor for a portion of the Work.
- 1.15 **“Unit Price”** means an amount stated in the Proposal as a price per unit of measurement for materials or services as described in the Proposal Documents or in the proposed contract documents. Unit prices shall apply to change orders.

ARTICLE 2
COPIES OF PROPOSAL DOCUMENTS

- 2.1 Proposers may obtain complete sets of the Proposal Documents from Demand Star by Onvia at www.demandstar.com or www.monroecountybids.com, or call toll-free at 1-800-711-1712.
- 2.2 Proposers shall use complete sets of Proposal Documents in preparing Proposals. Neither the Owner nor Sustainability Manager, nor their agents, nor the Architect/Engineer assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Proposal Documents.
- 2.3 Submitted Proposals MUST include an Insurance Agent Statement and a completed Insurance Checklist, and all forms and requirements as called for in the Request for Proposals. Failure to include all necessary forms and licenses will result in a non-responsive proposal.

3

ARTICLE 3
EXAMINATION OF PROPOSAL DOCUMENTS AND SITE

- 3.1 Before Submitting a Proposal:
 - 3.1.1 Each Proposer shall thoroughly examine all the Proposal Documents.
 - 3.1.2 Each Proposer shall visit the site to familiarize himself with local conditions that may in any manner affect the cost, progress, or performance of the Work.
 - 3.1.3 Ignorance on the part of the Proposer shall in no way relieve him of the obligations and responsibilities assumed under this Proposal.
 - 3.1.4 Should a Proposer find discrepancies, ambiguities in, or omissions from the Proposal Documents, or should he be in doubt as to their meaning, he shall at

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once notify the Owner, in writing by e-mail to Haag-Rhonda@MonroeCounty-FL.Gov

- 3.2 The Contractor shall complete the Work within County rights-of-way and/or in specified staging areas as depicted in the General Requirements or Drawings.
- 3.3 Each Proposer shall study and carefully correlate his observations with the Proposal Documents.
- 3.4 The submission of a Proposal will constitute a representation by the Proposer that he has complied with every requirement of Article 3 and that the Proposal Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the Work.

ARTICLE 4
INTERPRETATION AND CORRECTION OF PROPOSAL DOCUMENTS

- 4.1 Proposers and Sub-proposers shall promptly notify the Sustainability Program Manager in writing of any ambiguity, inconsistency or error that they may discover upon examination of the Proposal Documents or of the site and local conditions.
- 4.2 Proposers and Sub-proposers requiring clarification or interpretation of the Proposal Documents shall submit their questions in writing to the Sustainability Program Manager at the following email address no later than ten (10) business days prior to the date for receipt of Proposals (see 3.1.4)

Haag-Rhonda@monroecounty-fl.gov

Any answer, interpretation, correction or change of the Proposal Documents will be accomplished by Addenda. No Addenda will be issued later than five (5) business days prior to the date for receipt of Proposals. Copies of Addenda will be made available for inspection at Demand Star by Onvia at www.demandstar.com or www.monroecountybids.com or call toll-free at 1-800-711-1712. Interpretations, corrections, or changes of the Proposal Documents made in any other manner will not be binding, and Proposers shall not rely upon such interpretations, corrections, and changes. Oral and other interpretations or clarifications will be without legal effect.

ARTICLE 5
PROPOSAL PROCEDURE

5.1 FORM AND STYLE OF PROPOSAL

5.1.1 The Proposal shall be submitted on the forms included in Section 00110 of these Proposal Documents with the exception of the Proposal Bond, which may be submitted in alternate forms as described in Section 5.3.1 of these Instructions to Proposers. Each of the forms in Section 00110 must be properly filled out, executed, and submitted as the Proposal.

5.1.2 All blanks on the Proposal Form shall be filled in with ink or by keyboard.

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- 5.1.3 Where so indicated on the Proposal Form, sums shall be expressed in both words and figures, and in case of discrepancy between the two, the amount written in words shall govern. Failure to comply shall constitute a non-responsive proposal.
- 5.1.4 Any interlineations, alteration, or erasure must be initialed by the signer of the Proposal.
- 5.1.5 All requested Alternates shall be proposed. If no change in the Base Proposal is required, enter "No Change". Failure to comply shall constitute a non-responsive proposal.
- 5.1.6 All requested Allowances shall be proposed. Failure to comply shall constitute a non-responsive proposal.
- 5.1.7 The Proposer is required to submit a copy of the appropriate Contractor's license (Monroe County or State) as part of the Proposal.

5.2 ADDENDA

- 5.2.1 Each Proposer shall ascertain prior to submitting his Proposal that he has received all Addenda issued, and he shall acknowledge their receipt in his Proposal. However, in case any Proposer fails to acknowledge receipt of such addenda, his Proposal will nevertheless be construed as if it had been received and acknowledged, and the submission of the Proposal will constitute acknowledgement of receipt of the addenda. It is the responsibility of each Proposer to verify that he has received all addenda issued before Proposals are opened.
- 5.2.2 No Addenda will be issued later than **five (5) business days** prior to the date for receipt of Proposals except for an Addendum withdrawing the request for Proposals or one which includes postponement of the date for receipt of Proposals.
- 5.2.3 Copies of Addenda will be made available for inspection wherever Proposal Documents are on file for that purpose. See Article 4.2 above.

5.3 PROPOSAL SECURITY

- 5.3.1 Each Proposal shall be accompanied by a Proposal Security made payable to Monroe County, in the amount of five percent (5%) of the Proposer's maximum Proposal price. The Proposal Security shall be in the form of a certified check made payable to the County, or in a bond from Surety Company authorized to do business in Florida. If a Bid Bond is submitted as Proposal Security, the attorney-in-fact who executes the bond on behalf of the surety shall affix to the Bond a certified and current copy of his power of attorney.
- 5.3.2 The Proposal surety constitutes a pledge by the Proposer that he will enter into a Contract with the Owner on the terms stated in his Proposal. The Proposal Security of the successful Proposer will be retained until such Proposer has entered into a Contract with the Owner, whereupon it will be returned. If the successful Proposer fails to execute and deliver the Contract, the Owner may annul the Notice of Award and the amount of the proposal security of that Proposer shall be forfeited to the Owner not as a penalty, but as liquidated damages.

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- 5.3.3 The proposal security of any Proposer may be retained by the Owner until either (a) the Contract has been executed, or (b) the ninety-first (91st) day after the Proposal opening, or (c) the ninety-first (91st) day after all Proposals have been rejected.

5.4 SCHEDULING, MANPOWER REQUIREMENTS, AND PERMITS

- 5.4.1 The overall schedule for construction is shown in the Proposal Documents "Milestone Schedule" at Section 00350.
- 5.4.2 The Contractor will be required to provide adequate manpower and equipment in order to meet the requirements of the schedule.
- 5.4.3 Proposer shall determine all impact fees, inspections, testing and survey (and fees required by same) required by Federal, State, Municipal or Utility bodies having jurisdiction over the project. Proposer shall include in his proposal the cost of all such impact fees, inspections, testing, and surveys for the project site/building. The Contractor shall be required to secure all such impact fees, inspections, testing, surveys, and to provide all installation, required for the execution of this Contract. The Contractor shall be responsible for any and all impact fees that may be required for the substantial completion of this project.
- 5.4.4 The Contractor shall be responsible to secure and pay for all testing services of an independent testing laboratory to perform specified inspections and testing as indicated in Technical Specification Sections and as required by the contract or governing authorities. Contractor shall include the cost of all inspection and testing fees in his bid proposal.

5.5 SUBMISSION OF PROPOSALS

- 5.5.1 The Monroe County Purchasing Department has implemented a new electronic process for receiving and opening sealed bids. Monroe County is committed to continuing to receive and process competitive solicitations while maintaining the health and safety of our employees and those who attend bid openings. DO NOT mail or attempt to deliver in person any sealed bids. Mailed/physically delivered bids/proposals/responses WILL NOT be accepted. The Monroe County Purchasing Department hereby directs that bids be submitted via email to: OMB-BIDS@monroecounty-fl.gov, no later than **3:00 P.M., on December 6, 2023**. Please submit your confidential financial information in a SEPARATE EMAIL from your bid and required documents. Your subject line on both emails must read as follows:

**"PROPOSAL – Backfill Restoration Water Quality Improvement Project
Canal #90 Hammer Point Park, Key Largo, Monroe County, Florida
December 6, 2023"**

Files that do not contain this subject line WILL BE REJECTED. Please note that the maximum file size that will be accepted by email is 25MB. Please plan accordingly to ensure that your bid is not rejected due to the file size. SHOULD YOUR BID DOCUMENTS EXCEED 25 MB or otherwise be rejected or undeliverable to OMB-BIDS@monroecounty-fl.gov, in advance of the bid opening. YOU MUST SEND AN EMAIL TO: omb-purchasing@monroecounty-fl.gov TO REQUEST

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ARRANGEMENTS BE MADE FOR RECEIPT OF YOUR BID DOCUMENTS PRIOR TO THE BID OPENING. Please be advised that it is the bidder's sole responsibility to ensure delivery of their bid and waiting until the bid opening to address or confirm your bid submission delivery may result in your bid being rejected. The bid opening for this solicitation will be held virtually, via the internet, at the date indicated in the notice.

Responses shall be organized as indicated below.

- 5.5.2 All submissions will remain valid for a period of one hundred and twenty (120) days from the date of the deadline for submission indicated above.
- 5.5.3 The Board will automatically reject the response of any person or affiliate who appears on the convicted vendor list prepared by the Department of General Services, State of Florida, under Sec. 287.133(3) (d), Florida Statute (2013). The Board reserves the right to reject any or all proposals, to waive informalities in the proposals and to re-advertise for proposals. The Board also reserves the right to separately accept or reject any item or items of a proposal and to award and/or negotiate a contract(s) in the best interest of the County.
- 5.5.4 The County reserves the right to reject any and all responses and to waive technical errors and irregularities as may be deemed best for the interests of the County. Responses which contain modifications are incomplete, unbalanced, conditional, obscure, or which contain additions not requested or irregularities of any kind, or which do not comply in every respect with the Instruction to Respondents, and the contract documents, may be rejected at the option of the County.

5.6 MODIFICATION AND WITHDRAWAL OF PROPOSALS

- 5.6.1 A Proposal may not be modified, withdrawn, or canceled by the Proposer during the stipulated time period following the time and date designated for the receipt of Proposals, except as provided in paragraph 5.7 Right to Claim Error in PROPOSAL, and each Proposer so agrees in submitting his Proposal.
- 5.6.2 Prior to the time and date designated for receipt of Proposals, any Proposal submitted may be modified by delivery to Monroe County Purchasing Department of a complete Proposal as modified. All emails shall be marked "Modified Proposal". Delivery shall comply with requirements for the original proposal.
- 5.6.3 Proposals may be withdrawn prior to the time and date designated for the receipt of Proposals. Withdrawn Proposals may be resubmitted up to the time designated for the receipt of Proposals provided that they are then fully in conformance with these Instructions to Proposers.
- 5.6.4 Proposal Security shall be in an amount equal to 5% of the modified proposal price. See Article 5.3.1 for description of the form of the proposal security
- 5.6.5 Conditional, modified, or qualified proposals will be rejected. Proposers are to comply with the instructions on the proposal forms, and not make any changes thereto.

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5.7 RIGHT TO CLAIM ERROR IN PROPOSAL

- 5.7.1 Each Proposer's original work papers, documents, and materials used in preparation of the proposal shall be submitted as provided in Article 5.5.1 and enclosed in an envelope and marked clearly as to contents, must be received by Monroe County Purchasing Department no later than 24 hours after the time and date for receipt of Proposals, or any extension thereof made by Addendum. Proposers who fail to submit their original work papers, documents, and materials used in the preparation of the proposal, as provided herein, waive all rights to claim error in the Proposal.
- 5.7.2 Owner will review documents submitted within the designated time frame for the purpose of determining the validity of the Proposer's claim.
- 5.7.3 Following review of the Proposer's claim at the election of the owner the Owner may:
- a. Allow the Proposer to withdraw the Proposal and the Owner retains the Proposal Security.
 - b. Allow the Proposer to withdraw the Proposal and the Owner returns the Proposal Security.
 - c. Allow the Proposer to enter into contract for the proposed Work at the original Proposal price.

ARTICLE 6
CONSIDERATION OF PROPOSALS

6.1 OPENING OF PROPOSALS

- 6.1.1 The properly identified Proposals received on time will be opened at the Monroe County Purchasing Department. The public is permitted to be present.
- 6.1.2 Any Proposal not received by the Purchasing Department on or before the deadline for receipt of proposals designated in the Notice of Calling for Proposals will be returned unopened.

6.2 PROPOSALS TO REMAIN OPEN

- 6.2.1 All Proposals shall remain open and valid for one hundred twenty (120) days after the date designated for receipt of Proposals.
- 6.2.2 The Owner may, at his sole discretion, release any Proposal and return the Proposal Security before the one hundred twenty (120) days has elapsed.

6.3 AWARD OF CONTRACT

- 6.3.1 The Owner reserves the right to reject any and all proposals, or any part of a proposal. The Owner reserves the right to waive variations from the specifications that do not render the proposal non-conforming. The Owner retains the right to disregard non-conformities, non-responsive proposals or conditional proposals in the best interest of the County.

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- 6.3.2 In evaluating Proposals, the Owner shall consider not only the price but also the qualifications of the proposers and whether or not the Proposals comply with the prescribed requirements in the Proposal Documents.
- 6.3.3 The Owner shall have the right to accept alternates in any order or combination and to determine the low proposer on the basis of the sum of the Base Proposal plus Alternates selected by the Owner. The Owner reserves the right to reject any or all Alternates in the selection process as is deemed necessary to keep the project within budget.
- 6.3.4 The Owner may consider the qualifications and experience of subcontractors and/or other entities (including those who are to furnish materials, or equipment fabricated to a special design) proposed for each of the principal portions of the Work as identified in the Proposal Documents. Proposers shall submit their listing of subcontractors. A Proposed Subcontractor Listing Form supplied by the Owner is to be completed for this purpose.
- 6.3.5 The Owner may conduct such investigations, as he deems necessary to assist in the evaluation of any Proposal and to establish the responsibility, qualifications, and financial ability of the Proposers, proposed subcontractors, and other persons or organizations to do the Work in accordance with the Contract Documents to the Owner's satisfaction within the prescribed time.
- 6.3.6 The Owner reserves the right to reject the Proposal of any Proposer who does not pass any such evaluation to its satisfaction.
- 6.3.7 If the Contract is awarded, it will be awarded to the lowest, conforming responsible Proposer, with consideration to qualifications of the proposer. A Request for Proposal price is not the only consideration for award of the Contract.
- 6.3.8 If the Contract is to be awarded, the Owner will issue the Notice of Award to the successful Proposer within ninety (90) days after the date of receipt of proposals. The Owner reserves the right to return all Proposals, not make any awards, and cancel the Project.
- 6.3.9 The Owner is tax exempt and reserves the right to purchase directly various construction materials and equipment that may be a part of the Contract. If the Owner elects to make a particular purchase, the Owner will, via a Purchase Contract, purchase the materials and equipment, and the Contractor shall assist the Owner in the preparation of these Purchase Contracts, including providing to the Owner appropriate tax credits. The Contractor agrees that the amount of the purchase and the appropriate tax credit will be the subject of a deductive change order in recognition of the fact that the purchase and taxes were computed into the contractor's costs.
- 6.3.4 Any Bidder/Respondent/Proposer who claims to be adversely effected by the decision or intended decision to award a contract shall submit in writing a notice of protest which must be received by the County Attorney's Office within seventy-two (72) hours or three (3) business days, whichever is less, after the posting of the notice of decision or intended decision on Demand Star or posting of the notice of decision or intended decision on the Monroe County Board of County

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Commissioners' ("BOCC") agenda, whichever occurs first. Additionally, a formal written protest must be submitted in writing and must be received by the County Attorney's Office seventy-two (72) hours or three (3) business days prior to the BOCC's meeting date in which the award of contract by the BOCC will be heard. The only opportunity to address protest claims is before the BOCC at the designated public meeting in which the agenda item awarding the contract is heard. In accordance with the Rules of Debate as set forth in the Monroe County Board of County Commissioners Administrative Procedures, the Bidder/Respondent/Proposer that filed the protest is responsible for providing the Clerk with his/her name and residence prior to the agenda item to award the contract being called in order to preserve their opportunity to be heard on this matter. An individual has three (3) minutes to address the Commission and a person representing an organization has five (5) minutes to address the Commission. The BOCC decision to award the contract is final and at their sole discretion. Failure to timely protest within the times and manner prescribed herein shall constitute a waiver of the ability to protest the award of contract, unless the BOCC determines that it is in the best interest of the County to excuse the protest waiver. The filing of a protest shall not stop the solicitation, negotiations, or contract award process, unless it is determined that it is in the best interest of the County to do so.

6.4 EXECUTION OF CONTRACT

- 6.4.1 The contract shall be put in final form by Sustainability Manager and given to the Contractor for signature. The Contractor shall sign and deliver all four originals of the Contract Agreement to Sustainability Manager within five (5) days after receipt of a contract from Sustainability Manager. All other Contract Documents such as Insurance Certificates are to be provided to Sustainability Manager within seven (7) days prior to approval of the contract by the Board of County Commissioners. A Notice to Proceed will be issued to the Contractor after approval of the contract by the BOCC and upon satisfactory compliance with these provisions.

In no event shall the failure of the Contractor to provide satisfactory Insurance Certificates within the stipulated time be cause for an extension of the contract time. Sustainability Manager will return one fully executed copy of the Contract Agreement to the Contractor with all other Contract Documents attached upon receipt from the Owner.

6.5 OWNER'S RIGHT TO RETAIN PROPOSAL BOND AND AWARD TO NEXT LOWEST CONFORMING RESPONSIBLE PROPOSER

In the event the Contractor given Notice of Award in 6.3 above fails to execute and deliver all contract documents required in 6.4 above, the Owner may exercise its right to retain the proposal bond and award the contract to the next lowest conforming responsible proposer.

ARTICLE 7
SPECIAL LEGAL REQUIREMENTS

- 7.1 Each Proposer, before submitting the Proposal, shall familiarize itself with all Federal, State, and local laws, ordinances, permit fees, impact fees, rules and regulations that may apply to the Work or that may in any manner affect the cost, progress, or performance of the Work. Monroe County requires its buildings to conform to Florida Green Building Coalition standards.
- 7.2 A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

Time is of the essence in completing the work under this CONTRACT, as a grant from the Florida Department of Environmental Protection State Stewardship is funding the work.

ARTICLE 8
CONTENT OF SUBMISSION

- 8.1 The proposal submitted in response to this RFP shall be clear and concise and provide the information requested herein. Statements submitted without the required information will not be considered. Responses shall be organized as indicated below. The Proposer should not withhold any information from the written response in anticipation of presenting the information orally or in a demonstration, since oral presentations or demonstrations may not be requested. Each Proposer must submit adequate documentation to indicate the Proposer's compliance with the County's requirements. Proposers should focus specifically on the information requested.
- 8.2 The following outline is to assist Proposers during preparation of proposals. In order to expedite the evaluation process, each Proposal should be organized in accordance with this Section. Proposals that do not follow the specified format outlined below, or fail to provide the documentation, may receive lower scores, or, if found to be nonresponsive, be disqualified. In the event of any conflict between any of the Proposal documents, resolution shall be in the County's sole discretion. Proposals submitted in response to this solicitation must be complete and unequivocal. In instances where a response is not required, or is not applicable or material to the proposal, a response such as "no response required" or "not applicable" is acceptable.

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8.3 **PROPOSAL FORMAT**

Section Number/TABS	Section Name	Section Content
1	Introduction	Cover Page Cover Letter Table of Contents Executive Summary
2	General Proposer Information	Company Information Management Staff Business Status
3	Statement of Qualifications	Relevant Experience Required Information References <i>Previous Customer Reference Form (Attachment)</i>
4	Financial Qualifications	Financial Information and Litigation Claims
5	Technical Proposals	Construction Methodology Plan and Schedule
6	Cost Proposals	<i>Unit Price Proposal Sheet Section 00110</i>
7	Required County Forms	RFP Section 00110- Proposal Forms

SECTION 1. Introduction:

- A. Cover Page:** A cover page shall be included. The cover page should contain Proposers/Proposer's name, address, telephone number, email address, and the name of the Proposers/Proposer's contact person authorized to execute the Agreement, in the event it is awarded. Name, address, telephone number, fax number, and e-mail address of Proposer's key contact person for delivery of notices, and/or project manager.

B. Cover Letter: Proposals must be accompanied by a cover letter covering the following topics, at a minimum:

- Introduction of the company and a brief history of the company's experience with culvert installation services within a marine environment.
- Description of the type of organization (e.g. corporation, partnership, joint venture teams, and subcontractors) submitting the proposal.

The cover letter shall be signed by the individual identified in the letter as authorized to execute the Agreement.

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C. Table of Contents: The table of contents should identify all subsections as well as main sections, figures, tables, and exhibits.

D. Executive Summary: All proposals must include an Executive Summary not exceeding three (3) double-sided pages. The Executive Summary should, at a minimum:

- identify the Proposer organization;
- describe the organization of the project team; and
- highlights of the backfilling process;

The Proposer shall provide a narrative of the firm's qualities and capabilities that demonstrate how the firm will work with the County to fulfill the requirements of the scope of work.

Describe the firm's use of technologies and how it will be used to complete scope of work.

Describe the firm's methodology for working locally given the amount of field work that will be required.

SECTION 2. General Proposer Information:

A. General Proposer Information: Proposer should provide comprehensive information about of the following as they relate to the proposed project team: 1) the Proposers, 2) subcontractors; and 3) affiliates (parent companies, subsidiaries, partners, principals, or joint venture); that will be used in the normal course of providing services required by the Agreement, including those entities identified in the **RFP Section 00110- Proposal Form**.

B. Company Information: Proposers should supply details of ownership of their company(ies) and any subcontractors and affiliates. The following information regarding the Proposer's company, and any subcontractors and affiliates must be listed:

- If the company is a corporation, list the state of incorporation, the names and addresses of all officers and agents, and creditors who are owed a debt equal to five percent (5%) or more of the company's total assets.
- List any proposed subcontractors and/or affiliated companies to be used in the normal course of business. Listing should include the company name, address, telephone number, contact name and title, and a brief description of their responsibilities and experience.

C. Management Staff: Proposers should provide a listing and responsibilities only for the key staff positions that will be responsible for the management of the proposed work. This should include any key subcontractors included in Proposer's proposal.

Identify the site manager and other key management personnel (if employed by Proposer at the time of submittal), location of office or of proposed office, and telephone number (if available) where operations will be administered.

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D. Business Status: Proposer should provide records filed with and from the Florida Secretary of State to establish that Proposer, and any subcontractors or affiliates, are authorized to conduct business in the State of Florida.

SECTION 3. Statement of Qualifications and Experience

A. Relevant Experience: The Proposer shall provide a project history of the firm or organization demonstrating experience with projects that are similar in scope and size to the proposed work, including experience working in Monroe County. Proposer should provide information demonstrating that it has the necessary experience to provide backfilling services. A description of the relevant qualifications and experience of the firm and key personnel to the extent they can be identified should also be provided. The same information should be provided for subcontractors and affiliates (parent companies, subsidiaries, partners, principals, or joint venture) of the Contractor named in the proposal.

B. Required Information: The information provided by Proposers should include, but not be limited to, the following:

Describe the relevant experience of the company(ies) for the last five (5) years including a discussion of how the company meets the desired qualifications stated herein. If company(ies) has less than five (5) years' experience, describe the principals experience and their role in key projects of similar scope and nature.

Provide a one (1) page resume of key management personnel (if employed by Proposer at the time of submittal) and a description of their background. Detailed job descriptions may be substituted for resumes for positions that are not filled as of Proposal submittal.

C. References and Past Performance on Similar Projects: The Proposer shall provide a list of past projects that are the same or similar to those services required in this Request for Proposals. The list should include, at a minimum, the following information:

- Name and full address of the referenced project
- Name and telephone number of client contact for referenced project
- Date of initiation and completion of contract
- Summary of the project and services

In addition, the Proposer/Proposer should include a written reference from at least two government entities for which the Proposer has provided these services within the past three years- if applicable. The *Previous Customer Reference Form* shall also be included in this section and include a minimum of three references.

SECTION 4. Financial Qualifications and Litigation

Financial Information and Litigation: The Proposer shall provide the following information:

- (1) A list of the person's or entity's shareholders with five percent or more of the stock or, if a general partnership, a list of the general partners; or, if a limited liability company, a list of its members; or, if a solely owned proprietorship, names(s) of owner(s);
- (2) A list of the officers and directors of the entity;
- (3) The number of years the person or entity has been operating and, if different, the number of years it has been providing the services, goods, or construction services called for in the bid specifications (include a list of similar projects);
- (4) The number of years the person or entity has operated under its present name and any prior names;
- (5) A print out of the "Detail by Entity Name" screen from the Proposer's listing in www.sunbiz.org;

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- (6) A copy of the Proposer's Annual Report that is submitted to the Florida Secretary of State;
- (7) Answers to the following questions regarding claims and suits:
- a. Has the person, principals, entity, or any entity previously owned, operated or directed by any of its officers, major shareholders or directors, ever failed to complete work or provide the goods for which it has contracted? (If yes, provide details of the job, including where the job was located and the name of the owner.)
 - b. Are there any judgments, claims, arbitration proceeding or suits pending or outstanding against the person, principal of the entity, or entity, or its officers, directors, or general partners (this specifically includes any present or prior entities in which the person, principal, entity, officer, director or general partner of the proposing entity has been involved as a person, principal, entity, officer, director or general partner in the last five (5) years)? (If yes, provide details, include enough information about the judgment, claim, arbitration or suit so that the Owner will able to obtain a copy of the judgment or claim or locate the suit by location and case number.)
 - c. Has the person, principal of the entity, entity, or its officers, major shareholders or directors within the last five (5) years, been a party to any law suits or arbitrations with regard to a contract for services, goods or construction services similar to those requested in the specifications with private or public entities? This specifically includes any present or prior entities in which the person, principal, entity, officer, director or general partner of the proposing entity has been involved as a person, principal, entity, officer, director or general partner in the last five (5) years. (If yes, provide details, include enough information about the judgment, claim, arbitration or suit so that the Owner will able to obtain a copy of the judgment or claim or locate the suit by location and case number.)
 - d. Has the person, principal of the entity, or its officers, owners, partners, major shareholders or directors, ever initiated litigation against the County or been sued by the County in connection with a contract to provide services, goods or construction services? This specifically includes any present or prior entities in which the person, principal, entity, officer, director or general partner of the proposing entity has been involved as a person, principal, entity, officer, director or general partner in the last five (5) years. (If yes, provide details, include enough information about the judgment, claim, arbitration or suit so that the Owner will able to obtain a copy of the judgment or claim or locate the suit by location and case number.)
 - e. Whether, within the last five (5) years, the Owner, an officer, general partner, controlling shareholder or major creditor of the person or entity was an officer, general partner, controlling shareholder or major creditor of any other entity that failed to perform services or furnish goods similar to those sought in the request for proposals;
- (8). **Credit references** (minimum of three), including name, current address and current telephone number;
- (9). **Financial statements** for the prior three years for the responding entity or for any entity that is a subsidiary to the responding entity; and
- (10). Any financial information requested by the county department involved in the competitive solicitation, related to the financial qualifications, technical competence, the ability to satisfactorily perform within the contract time constraints, or other information the department deems necessary to enable the department and board of county commissioners to determine if the person responding is responsible.

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Also:

Suspension or Revocation of Entitlement: The Proposer shall inform the County if it and its affiliates have had a permit, franchise, license, business license, or other entitlement revoked or suspended in the last five (5) years. If yes, identify the parties involved, describe the reason for the revocation or suspension, and provide contact information.

Payments or Charges: The Proposer must list any liquidated damages, administrative fines, charges, or assessments that total fifty thousand dollars (\$50,000) or greater in any one (1) calendar year during the last five (5) years that have been paid by the Proposer, or any subcontractor or affiliate of the Proposer, to a public agency as a result of services provided by Proposer. The list should include the name of the public agency, the date and amount of the liquidated damages, administrative fines, charges, or assessments, and the reason the public agency assessed the liquidated damages, administrative fines, charges, or assessments.

Claims: The Proposer must list any claims, it and its affiliates have, against a bid, proposal, or performance bond and the results and failure to receive a bid, proposal, or performance bond, or any contractual defaults or termination in the last fifteen (15) years.

SECTION 5. Technical Proposal

A. Project Approach: Proposers must provide a technical proposal containing the following specified plans.

The plans should be provided in adequate detail to allow the County to clearly evaluate the advantages and disadvantages of the proposed approach(es.)

Proposer should identify and address any contingencies that might affect the availability of the proposed processing capacity and of markets for the clean fill material, such as timing of regulatory approvals, work stoppages, and equipment failure.

B. Construction Methodology Plan: The plan shall describe the method for backfilling the canal.

1. Process

- Describe general process
- Identify the facility(ies) where the Proposer will transport the excess material and potential trash within the canal system.
- Identify the types of materials that are the most problematic, and how Proposer's ability – if any - will be impacted by Contamination.

•

2. Operations

- Describe the extent to which duties related to Processing Services will, 1) represent incremental additions in responsibility of existing staff, or, 2) require new staff.
- Address personnel training requirements including, but not limited to, operational training, safety training programs, and frequencies of training meetings.

3. Compliance

- Provide the number of violations received in the last three years and the reasons for each violation
- Provide details on the nature and status of any outstanding violations.

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4. **Schedule: Provide a detailed construction schedule** with completion of each activity detailed in the Scope of Work.

SECTION 6. Cost Proposal

Proposers should carefully review the instructions provided in this Section and in RFP section 00300 – Scope of Work and comply fully with the specified requirements. It is the sole responsibility of the Proposer to develop and be fully responsible for its proposed processing fees in the cost proposal forms.

SECTION 7. Required County Forms

See Section 00110 – Proposal Forms of the RFP for required County Forms to be included in the submittal. Copies of all professional and occupational licenses shall be included in this section.

This ends the proposal format section.

8.4 DETERMINATION OF SUCCESSFUL PROPOSER

Following the receipt of responses, the selection committee will meet in a publicly noticed meeting and evaluate the responses based on the criteria and point total below. The County reserves the right to reject any and all responses and to waive technical errors and irregularities as may be deemed best for the interests of the County. Responses that contain modifications, are incomplete, unbalanced, conditional, obscure, or that contain additions not requested or irregularities of any kind, or that do not comply in every respect with the instruction to Proposer and the contract documents, may be rejected at the option of the County.

8.5 PROPOSAL EVALUATION WEIGHTING CRITERIA

The following criteria and corresponding allocation of points will be used to evaluate proposals.

Section	Section Name	Section Content	Point Range
1	Introduction	Cover Page Cover Letter Table of Contents Executive Summary	0 to 5
2	General Proposer Information	Company Information Management Staff Business Status	0 to 15
3	Statement of Qualifications	Relevant Experience Required Information References <i>Previous Customer Reference Form</i>	0 to 15
4	Financial Qualifications	Financial Information and Litigation Claims	-5 to 0
5	Technical Proposals	Construction Methodology Plan and Schedule, including proposed construction staging area	0 to 15

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Section	Section Name	Section Content	Point Range
6	Cost Proposals	<i>Unit Price Proposal Sheet Section 00110</i>	0 to 55
7	Required County Forms	RFP Section 00110- Proposal Forms	-5 to 0
TOTAL			105 Pts

8.7 **BASIS OF AWARD**

Recommendation for award of one or more agreement(s) will be based on the overall highest ranked Proposer's scores.

Should the County, in its sole discretion, determine that a secondary award is required, award will be to the next highest-ranked Proposer combination.

The County reserves the right to accept an offer in-full, in-part, or to reject all offers.

8.8 **AWARD OF CONTRACT**

The County reserves the right to award separate contracts for portions of the work, waive any irregularity in any response, or to re-advertise for all or part of the work contemplated. The County also reserves the right to reject the response of a Proposer who has previously failed to perform properly or to complete contracts of a similar nature on time, or who, after investigation of references or other criteria, does not meet County standards.

The recommendation of the selection/ranking committee and the responses of the top ranked Proposals may be presented to the Board of County Commissioners of Monroe County, Florida, for final selection. Negotiations will be undertaken with the Proposers as ranked and approved by the BOCC.

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ATTACHMENT

Previous Customer Reference Form

Proposer must submit three (3) references. References should be able to verify performance on projects of similar scope and budget. If Proposer is a joint venture (JV), references should pertain to work performed by at least one company, organization or principal comprising the JV; if Proposer is a new company, references should pertain to at least one of the principals of the company. Copy this form as appropriate to include your references.

Customer Name:		
Customer Address		
Customer Contact Name		
Customer Telephone		
Customer E-mail		
Date of Agreement/Contract		
Period of Performance:	From:	To:
Type of Contract:	<input type="checkbox"/> Firm Fixed Price	<input type="checkbox"/> Time and Material
	<input type="checkbox"/> Cost plus Fixed Fee	<input type="checkbox"/> Not to Exceed
	<input type="checkbox"/> Other (Specify):	
What is the dollar value of the contract?		
If contract was terminated or cancelled for convenience, please indicate the circumstances:		
Is this reference for work Proposer has performed? (yes or no)		
Provide a detailed description of work performed for this customer. Use additional lines or pages as necessary.		

END SECTION 00100

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SECTION 00110 -PROPOSAL FORMS

The Proposal shall be submitted on the forms included in this section of the Proposal Documents as previously instructed herein.

Item	Description.	Pages
1.	Proposal Form	26
2.	Bid Bond (Proposal Security)	29
3.	Non-Collusion Affidavit	30
4.	Lobbying and Conflict of Interest Clause	31
5.	Drug-Free Workplace Form	32
6.	Public Entity Crime Statement	33
7.	Vendor Certification Regarding Scrutinized Companies	34
8.	Insurance Checklist	35
9.	Workers Compensation and Employers' Liability	35
10.	General Liability	36
11.	Vehicle Liability	37
12.	Insurance Agent's Statements	42
13.	Contractor License Current Copy to Be Submitted with Proposal Subcontractor Licenses to Be Submitted Prior to Award of Notice to Proceed	

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PROPOSAL FORM

**PROPOSAL TO: MONROE COUNTY BOARD OF COUNTY COMMISSIONERS
c/o PURCHASING DEPARTMENT
1100 SIMONTON STREET
ROOM 1-213
KEY WEST, FLORIDA 33040**

PROPOSAL FROM: _____

The undersigned, having carefully examined the Work and reference Drawings, Specifications, Proposal, and Addenda thereto and other Contract Documents for the construction of:

**Backfill Restoration
Water Quality Improvement Projects
Canal #90 Hammer Point Park, Key Largo, Monroe County, Florida**

and having carefully examined the site where the Work is to be performed, having become familiar with all local conditions including labor affecting the cost thereof, and having familiarized himself with material availability, Federal, State, and Local laws, ordinances, rules and regulations affecting performance of the Work, does hereby propose to furnish all labor, mechanics, superintendents, tools, material, equipment, transportation services, and all incidentals necessary to perform and complete said Work and work incidental hereto, in a workman-like manner, in conformance with said Drawings, Specifications, and other Contract Documents including Addenda issued thereto.

The undersigned further certifies that he has personally inspected the actual location of where the Work is to be performed, together with the local sources of supply and that he understands the conditions under which the Work is to be performed. The successful proposer shall assume the risk of any and all costs and delays arising from the existence of any subsurface or other latent physical condition which could be reasonably anticipated by reference to documentary information provided and made available, and from inspection and examination of the site.

The *Base Proposal* shall be furnished below in words and numbers. If there is an inconsistency between the two the Proposal in words shall control.

(Total Base Proposal - words) Dollars.

\$ _____
(Total Base Proposal - numbers)

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I acknowledge receipt of Addenda No.(s):

No.____Dated_____

No.____Dated_____

No.____Dated_____

No.____Dated_____

Proposer, states by his check mark in the blank beside the form and by his signature that he has provided the following forms (located in Section 00110 and 00120):

- a. Proposal Form _____,
- b. Unit Price Proposal Sheet _____,
- c. Proposal Security (Bid Bond) _____,
- d. Non-Collusion Affidavit _____,
- e. Lobbying and Conflict of Interest Clause _____,
- f. Drug-Free Workplace Form _____
- g. Public Entity Crime Statement _____,
- h. Vendor Certification Regarding Scrutinized Companies Lists _____,
- i. Proposer's Insurance and Indemnification Statement _____,
- j. Insurance Agents Statement (signed by agent)_____, and

In addition, Proposer states that he has included a certified copy of Contractor's License, and business tax receipts from Monroe County Tax Collector. **(Check mark items above, as a reminder that they are included.)**

Mailing Address: _____

Phone Number: _____

Date: _____ Signed: _____

(Name)

(Title)

Witness: _____(Seal)

UNIT PRICE PROPOSAL SHEET

ITEM NO.	ESTIMATED QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	LINE TOTAL PRICE
1	1	LS	Mobilization and Demobilization		
2	1	LS	Maintenance of Traffic		
3	1	LS	Temporary Staging Area Erosion and Sediment Control (Furnish and Install)		
5	11,588	TN	Trucking of Fill Material (Delivery)		
6	6,825	CY	Backfill Material, Course (Furnish & Install)		
7	1, 452	CY	Backfill Material, Sand (Furnish & Install)		
8	1	LS	Pre and Post Construction Surveys		
9	1	LS	Use of, Fortifying and Rehabilitation of Staging Area(s) to Original Condition		

Bid Total: _____

Contractor
Signature: _____

BACKFILL RESTORATION WATER QUALITY IMPROVEMENT PROJECTS
CANAL #90 HAMMER POINT PARK KEY LARGO, MONROE COUNTY, FL

BID (PROPOSAL) BOND

KNOW ALL MEN BY THESE PRESENTS, that we _____

(Here insert name and address or legal title of *Contractor*)

as Principal, hereinafter called the Principal, and _____

(Here insert full name and address or legal title of *Surety*)

a corporation duly organized under the laws of the State of as Surety, hereinafter called the Surety, are held and firmly bound unto

(Here insert full name and address or legal title of *Owner*)

as Obligee, hereinafter called the Obligee, in the sum of Dollars (\$), for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for

(Here insert full name, address and description of project)

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contact with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. Any action instituted by a claimant under this bond must be in accordance with the notice and time limitations provisions in Section 255.05(2), Florida Statutes.

(Principal) (Seal)

(Witness) (Title)

(Surety) (Seal)

(Witness) (Title)

BACKFILL RESTORATION WATER QUALITY IMPROVEMENT PROJECTS
CANAL #90 HAMMER POINT PARK KEY LARGO, MONROE COUNTY, FL

NON-COLLUSION AFFIDAVIT

I, _____ of the city of _____ according to law on my oath, and under penalty of perjury, depose and say that

- a. I am _____ of the firm of _____ the bidder making the Proposal for the project described in the Request for Proposals for _____ and that I executed the said proposal with full authority to do so;
- b. the prices in this bid have been arrived at independently without collusion, consultation, communication or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
- c. unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to bid opening, directly or indirectly, to any other bidder or to any competitor; and
- d. no attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit, or not to submit, a bid for the purpose of restricting competition;
- e. the statements contained in this affidavit are true and correct, and made with full knowledge that Monroe County relies upon the truth of the statements contained in this affidavit in awarding contracts for said project.

(Signature)

Date: _____

STATE OF: _____

COUNTY OF: _____

Subscribed and sworn to (or affirmed) before me, by means of ☐ physical presence or ☐ online notarization, on _____ (date)

by _____ (name of affiant). He/She is personally known to me or has produced _____ (type of identification) as identification.

NOTARY PUBLIC

My Commission Expires: _____

LOBBYING AND CONFLICT OF INTEREST CLAUSE

**SWORN STATEMENT UNDER ORDINANCE NO. 010-1990
MONROE COUNTY, FLORIDA**

ETHICS CLAUSE

“ _____ ”
(Company)

“...warrants that he/it has not employed, retained or otherwise had act on his/her behalf any former County officer or employee in violation of Section 2 of Ordinance No. 010-1990 or any County officer or employee in violation of Section 3 of Ordinance No. 010-1990. For breach or violation of this provision the County may, in its discretion, terminate this Agreement without liability and may also, in its discretion, deduct from the Agreement or purchase price, or otherwise recover, the full amount of any fee, commission, percentage, gift, or consideration paid to the former County officer or employee.”

(Signature)

Date: _____

STATE OF: _____

COUNTY OF: _____

Subscribed and sworn to (or affirmed) before me, by means of ☐ physical presence or ☐ online

notarization, on _____ (date)

by _____ (name of affiant). He/She is personally

known to me or has produced _____ (type of identification) as
identification.

NOTARY PUBLIC

My Commission Expires: _____

BACKFILL RESTORATION WATER QUALITY IMPROVEMENT PROJECTS
CANAL #90 HAMMER POINT PARK KEY LARGO, MONROE COUNTY, FL

DRUG-FREE WORKPLACE FORM

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that:

(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 (Florida Statutes) or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, or any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

(Signature)

Date: _____

STATE OF: _____

COUNTY OF: _____

Subscribed and sworn to (or affirmed) before me, by means of ☐ physical presence or ☐ online notarization, on _____ (date)

by _____ (name of affiant). He/She is personally known to me or has produced _____ (type of identification) as identification.

NOTARY PUBLIC

My Commission Expires: _____

BACKFILL RESTORATION WATER QUALITY IMPROVEMENT PROJECTS
CANAL #90 HAMMER POINT PARK KEY LARGO, MONROE COUNTY, FL

PUBLIC ENTITY CRIME STATEMENT

"A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a CONTRACTOR, supplier, subcontractor, or CONTRACTOR under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list."

I have read the above and state that neither _____ (Respondent's name)
nor any Affiliate has been placed on the convicted vendor list within the last 36 months.

(Signature)

Date: _____

STATE OF: _____

COUNTY OF: _____

Subscribed and sworn to (or affirmed) before me, by means of ☐ physical presence or ☐ online
notarization, on _____ (date)
by _____ (name of affiant). He/She is personally known
to me or has produced _____ (type of identification) as
identification.

NOTARY PUBLIC

My Commission Expires: _____

BACKFILL RESTORATION WATER QUALITY IMPROVEMENT PROJECTS
CANAL #90 HAMMER POINT PARK KEY LARGO, MONROE COUNTY, FL

VENDOR CERTIFICATION REGARDING SCRUTINIZED COMPANIES LISTS

Project Description(s): _____

Respondent Vendor Name: _____

Vendor FEIN: _____

Vendor's Authorized Representative Name and Title: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone Number: _____

Email Address: _____

Section 287.135, Florida Statutes prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of any amount if, at the time of contracting or renewal, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a Boycott of Israel. Section 287.135, Florida Statutes, also prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of \$1,000,000 or more, that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector Lists which were created pursuant to s. 215.473, Florida Statutes, or is engaged in business operations in Cuba or Syria.

As the person authorized to sign on behalf of Respondent, I hereby certify that the company identified above in the Section entitled "Respondent Vendor Name" is not listed on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel and for Projects of \$1,000,000 or more is not listed on either the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged in business operations in Cuba or Syria.

I understand that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may subject company to civil penalties, attorney's fees, and/or costs. I further understand that any contract with the County may be terminated, at the option of the County, if the company is found to have submitted a false certification or has been placed on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel or 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.

Certified By: _____, who is
authorized to sign on behalf of the above referenced company.

Authorized Signature: _____

Print Name: _____

Title: _____

Note: The List are available at the following Department of Management Services Site:

http://www.dms.myflorida.com/business_operations/state_purchasing/vendor_information/convicted_suspended_discriminatory_complaints_vendor_lists

SECTION 00120 - INSURANCE REQUIREMENTS AND FORMS
MONROE COUNTY, FLORIDA
INSURANCE CHECKLIST
FOR
PROPOSER

WORKERS' COMPENSATION

☒ Workers' Compensation Statutory Limits

			Bodily Injury by Accident/Bodily Injury by Disease, policy limits/Bodily Injury by Disease each employee
WC1	<input type="checkbox"/>	Employers Liability	\$100,000/\$500,000/\$100,000
WC2	<input type="checkbox"/>	Employers Liability	\$500,000/\$500,000/\$500,000
WC3	<input checked="" type="checkbox"/>	Employers Liability	\$1,000,000/\$1,000,000 /\$1,000,000
WCUSLH	<input checked="" type="checkbox"/>	US Longshoremen & Harbor Workers Act	Same as Employers' Liability
WCJA	<input checked="" type="checkbox"/>	Federal Jones Act	Same as Employers' Liability

BACKFILL RESTORATION WATER QUALITY IMPROVEMENT PROJECTS
CANAL #90 HAMMER POINT PARK KEY LARGO, MONROE COUNTY, FL

GENERAL LIABILITY

As a minimum, the required general liability coverages will include:

- Premises Operations
- Blanket Contractual
- Expanded Definition of Property Damage
- Products and Completed Operations
- Personal Injury

Required Limits:

GL1	_____	\$200,000 per Person; \$300,000 per Occurrence \$200,000 Property Damage or \$300,000 Combined Single Limit
GL2	_____	\$300,000 per Person; \$500,000 per Occurrence \$200,000 Property Damage or \$500,000 Combined Single Limit
GL3	<u> X </u>	\$500,000 per Person; \$1,000,000 per Occurrence \$100,000 Property Damage or \$1,000,000 Combined Single Limit
GL4	_____	\$2,000,000 Combined Single Limit

Required Endorsement:

GLXCU	_____	Underground, Explosion and Collapse (XCU)
GLLIQ	_____	Liquor Liability
GLS	_____	Security Services

All endorsements are required to have the same limits as the basic policy.

BACKFILL RESTORATION WATER QUALITY IMPROVEMENT PROJECTS
CANAL #90 HAMMER POINT PARK KEY LARGO, MONROE COUNTY, FL

VEHICLE LIABILITY

As a minimum, coverage should extend to liability for:

- Owned; Non-owned; and Hired Vehicles

Required Limits:

VL1	_____	\$50,000 per Person: \$100,000 per Occurrence \$25,000 Property Damage or \$100,000 Combined Single Limit (The use of VL1 should be limited to special projects that involve other governmental entities or "Not for Profit" organizations. Risk Management must approve the use of this form).
VL2	_____	\$200,000 per Person; \$300,000 per Occurrence \$200,000 Property Damage or \$300,000 Combined Single Limit
VL3	<u> X </u>	\$500,000 per Person; \$1,000,000 per Occurrence \$100,000 Property Damage or \$1,000,000 Combined Single Limit
VL4	_____	\$5,000,000 Combined Single Limit

MISCELLANEOUS COVERAGES

WL2	<u> X </u>	Watercraft Liability	\$1,000,000
BR1	_____	Builders' Risk	Limits equal to the completed project.
MVC	_____	Motor Truck Cargo	Limits equal to the maximum value of any one shipment.
PRO1	_____	Professional	\$ 300,000 per Occurrence/\$
500,000Agg.	_____		
PRO2	_____	Liability	\$ 500,000 per Occurrence/\$1,000,000
Agg.	_____		
PRO3	_____		\$1,000,000 per Occurrence/\$2,000,000
Agg.	_____		
POL1	_____	Pollution	\$ 500,000 per Occurrence/\$1,000,000
Agg.	_____		
POL2	<u> X </u>	Liability	\$1,000,000 per Occurrence/\$2,000,000
Agg.	_____		
POL3	_____		\$5,000,000 per Occurrence/\$10,000,000
Agg.	_____		
ED1	_____	Employee	\$ 10,000

BACKFILL RESTORATION WATER QUALITY IMPROVEMENT PROJECTS
CANAL #90 HAMMER POINT PARK KEY LARGO, MONROE COUNTY, FL

ED2	_____	Dishonesty	\$100,000
GK1	_____	Garage	\$ 300,000 (\$ 25,000 per Veh)
GK2	_____	Keepers	\$ 500,000 (\$100,000 per Veh)
GK3	_____		\$1,000,000 (\$250,000 per Veh)
MED1	_____	Medical	\$ 300,000/\$ 750,000 Agg.
MED2	_____	Professional	\$ 500,000/\$ 1,000,000 Agg.
MED3	_____		\$1,000,000/\$ 3,000,000 Agg.
MED4	_____		\$5,000,000/\$10,000,000 Agg.
IF	_____	Installation Floater	Maximum value of Equipment Installed
VLP1	_____	Hazardous	\$ 300,000 (Requires MCS-90)
VLP2	_____	Cargo	\$ 500,000 (Requires MCS-90)
VLP3	_____	Transporter	\$1,000,000 (Requires MCS-90)
BLL	_____	Bailee Liab.	Maximum Value of County Property that will be in the Bailee's possession.
HKL1	_____	Hangar keepers	\$ 300,000
HKL2	_____	Liability	\$ 500,000
HKL3	_____		\$ 1,000,000
AIR1	_____	Aircraft	\$ 1,000,000
AIR2	_____	Liability	\$ 5,000,000
AIR3	_____		\$50,000,000
AEO1	_____	Architects Errors	\$ 300,000 per Occurrence/\$ 500,000
Agg.			
AEO2	_____	& Omissions	\$ 500,000 per Occurrence/\$1,000,000
Agg.			
AEO3	_____		\$ 1,000,000 per Occurrence/\$3,000,000
Agg.			
EO1	_____	Engineers Errors	\$ 300,000 per Occurrence/\$ 500,000
Agg.			
EO2	_____	& Omissions	\$ 500,000 per Occurrence/\$1,000,000
Agg.			
EO3	_____		\$ 1,000,000 per Occurrence/\$3,000,000
Agg.			

BACKFILL RESTORATION WATER QUALITY IMPROVEMENT PROJECTS
CANAL #90 HAMMER POINT PARK KEY LARGO, MONROE COUNTY, FL

WORKERS' COMPENSATION
INSURANCE REQUIREMENTS
FOR CONTRACT:

**Backfill Restoration
Water Quality Improvement Projects
Canal #90, Hammer Point Park, Key Largo, Monroe County, Florida**

**BETWEEN
MONROE COUNTY, FLORIDA
AND**

Prior to the commencement of work governed by this contract, the Contractor shall obtain Workers' Compensation Insurance with limits sufficient to respond to the applicable state statutes.

In addition, the Contractor shall obtain Employers' Liability Insurance with limits of not less than:

\$1,000,000 Bodily Injury by Accident
\$1,000,000 Bodily Injury by Disease, policy limits
\$1,000,000 Bodily Injury by Disease, each employee
WCUSLH US Longshoremen & Harbor Workers Act - Same as Employer's
Liability
WCJA Federal Jones Act - Same as Employer's Liability-

Coverage shall be maintained throughout the entire term of the contract.

Coverage shall be provided by a company or companies authorized to transact business in the state of Florida.

If the Contractor has been approved by the Florida's Department of Labor, as an authorized self-insurer, the County shall recognize and honor the Contractor's status. The Contractor may be required to submit a Letter of Authorization issued by the Department of Labor and a Certificate of Insurance, providing details on the Contractor's Excess Insurance Program.

If the Contractor participates in a self-insurance fund, a Certificate of Insurance will be required. In addition, the Contractor may be required to submit updated financial statements from the fund upon request from the County.

GENERAL LIABILITY

**INSURANCE REQUIREMENTS
FOR
CONTRACT:**

**Backfill Restoration
Water Quality Improvement Projects
Canal #90, Hammer Point Park, Key Largo, Monroe County, Florida**

**BETWEEN
MONROE COUNTY, FLORIDA
AND**

Prior to the commencement of work governed by this contract, the Contractor shall obtain General Liability Insurance. Coverage shall be maintained throughout the life of the contract and include, as a minimum:

- Premises Operations
- Products and Completed Operations
- Blanket Contractual Liability
- Personal Injury Liability
- Expanded Definition of Property Damage

The minimum limits acceptable shall be:

\$2,000,000 Combined Single Limit (CSL)

An Occurrence Form policy is preferred. If coverage is provided on a Claims Made policy, its provisions should include coverage for claims filed on or after the effective date of this contract. In addition, the period for which claims may be reported should extend for a minimum of twelve (12) months following the acceptance of work by the County.

The Monroe County Board of County Commissioners shall be named as Additional Insured on all policies issued to satisfy the above requirements.

GL

VEHICLE LIABILITY

**INSURANCE REQUIREMENTS
FOR
CONTRACT:**

**Backfill Restoration
Water Quality Improvement Projects
Canal #90, Hammer Point Park, Key Largo, Monroe County, Florida**

**BETWEEN
MONROE COUNTY, FLORIDA
AND**

Recognizing that the work governed by this contract requires the use of vehicles, the Contractor, prior to the commencement of work, shall obtain Vehicle Liability Insurance. Coverage shall be maintained throughout the life of the contract and include, as a minimum, liability coverage for:

- Owned, Non-Owned, and Hired Vehicles

The minimum limits acceptable shall be:

\$1,000,000 Combined Single Limit (CSL)

If split limits are provided, the minimum limits acceptable shall be:

\$ 500,000 per Person
\$1,000,000 per Occurrence
\$ 100,000 Property Damage

The Monroe County Board of County Commissioners shall be named as Additional Insured on all policies issued to satisfy the above requirements.

VL3

PROPOSER'S INSURANCE AND INDEMNIFICATION STATEMENT INSURANCE REQUIREMENTS

Worker's Compensation	Statutory Limits
Employers Liability	\$1,000,000 Bodily Injury by Accident
	\$1,000,000 Bodily Injury by Disease Policy Limits
	\$1,000,000 Bodily Injury by Disease, each employee
	US Longshoremen & Harbor Workers Act – Same as Employer's Liability
	Federal Jones Act – Same as Employer's Liability
General Liability, including	\$2,000,000 Combined Single Limit
Premises Operations	
Products and Completed Operations	
Blanket Contractual Liability	
Personal Injury Liability	
Expanded Definition of Property Damage	
Builder's Risk: Not Required	
Watercraft Liability	\$1,000,000
Pollution Liability	\$1,000,000 per Occurrence \$2,000,000 Agg
Vehicle Liability (Owned, non-owned, and hired vehicles)	\$1,000,000 Combined Single Limit
	If split limits are preferred:
	\$ 500,000 per Person
	\$1,000,000 per Occurrence
	\$ 100,000 Property Damage

Hold Harmless and Indemnification. Notwithstanding any minimum insurance requirements prescribed elsewhere in this agreement, Contractor shall defend, indemnify and hold the COUNTY and the COUNTY's elected and appointed officers and employees harmless from and against (i) any claims, actions or causes of action, (ii) any litigation, administrative proceedings, appellate proceedings, or other proceedings relating to any type of injury (including death), loss, damage, fine, penalty or business interruption, and (iii) any costs or expenses that may be asserted against, initiated with respect to, or sustained by, any indemnified party by reason of, or in connection with, (A) any activity of Contractor or any of its employees, agents, contractors or other invitees during the term of this Agreement, (B) the negligence or willful misconduct of Contractor or any of its employees, agents, sub-contractors or other invitees, or (C) Contractor's default in respect of any of the obligations that it undertakes under the terms of this Agreement, except to the extent the claims, actions, causes of action, litigation, proceedings, costs or expenses arise from the intentional or sole negligent acts or omissions of the COUNTY or any of its employees, agents, contractors or invitees (other than Contractor). Insofar as the claims, actions, causes of action, litigation, proceedings, costs or expenses relate to events or circumstances that occur during the term of this Agreement, this section will survive the expiration of the term of this Agreement or any earlier termination of this Agreement.

In the event that the completion of the project (to include the work of others) is delayed or suspended as a result of the Contractor's failure to purchase or maintain the required insurance, the Contractor shall indemnify the County from any and all increased expenses resulting from such delay. Should any claims be asserted against the County by virtue of any deficiency or ambiguity in the plans and specifications provided by the Contractor, the Contractor agrees and

BACKFILL RESTORATION WATER QUALITY IMPROVEMENT PROJECTS
CANAL #90 HAMMER POINT PARK KEY LARGO, MONROE COUNTY, FL

warrants that the Contractor shall hold the County harmless and shall indemnify it from all losses occurring thereby and shall further defend any claim or action on the County's behalf.

The first ten dollars (\$10.00) of remuneration paid to the Contractor is for the indemnification provided for the above.

The extent of liability is in no way limited to, reduced, or lessened by the insurance requirements contained elsewhere within this AGREEMENT.

PROPOSER'S STATEMENT

I understand the insurance that will be mandatory if awarded the contract and will comply in full with all the requirements. I fully accept the indemnification and hold harmless as set out on page 00110-12 of this proposal.

PROPOSER

Signature

INSURANCE AGENT'S STATEMENT

I have reviewed the above requirements with the proposer named above. The following deductibles apply to the corresponding policy.

POLICY	DEDUCTIBLES
_____	_____
_____	_____
_____	_____
Liability policies are _____Occurrence	_____Claims Made
_____Insurance Agency	_____Signature

SECTION 00163 -PRE-PROPOSAL SUBSTITUTIONS

PART 1 - GENERAL

1.1 Document includes

A. Pre-Proposal Substitutions

1.2 PROPOSER'S OPTIONS

- A. For products specified only by reference standard, select product meeting that standard, by any manufacturer.
- B. For products specified by naming several products or manufacturers, select one of the products and manufacturers named which complies with the Technical Specifications.
- C. For Products specified by naming several products or manufacturers and stating, "or equivalent", "or equal", or "Sustainability Manager approved equivalent", or similar wording, submit a request for substitutions, for any product or manufacturer which is not specifically named for review and approval by Owner and Architect.
- D. For products specified by naming only one product/manufacturer, there is no option and no substitution will be allowed.

1.3 SUBSTITUTIONS

- A. Base Proposal shall be in accordance with the Contract Documents.
 - 1. Substitutions for products may be made during the proposal process by submitting completed substitution request form and substantiating product data/literature a minimum of ten calendar days prior to the Proposal Date to Sustainability Manager.
 - 2. Sustainability Manager will consider requests utilizing this section from the Proposer for substitution of products in place of those specified.
 - 3. Those submitted 15 calendar days prior to Proposal Date will be included in an addendum if acceptable.
 - 4. Substitution requests may be submitted utilizing a facsimile machine (FAX) if substitution request forms and substantiating data are submitted.
- B. Submit separate request for each substitution. Support each request with:
 - 1. Complete data substantiating compliance of proposed substitution with requirements stated in Contract Documents:
 - a. Product identification, including manufacturer's name and address.
 - b. Manufacturer's literature, identifying:
 - 1) Product description.
 - 2) Reference standards.
 - 3) Performance and test data.
 - c. Samples, as applicable.

BACKFILL RESTORATION WATER QUALITY IMPROVEMENT PROJECTS
CANAL #90 HAMMER POINT PARK KEY LARGO, MONROE COUNTY, FL

- d. Name and address of similar projects on which product has been used and date of each installation.
 2. Itemized comparison of the proposed substitution with product specified, listing significant variations.
 3. Data relating to changes in construction schedule.
 4. All effects of substitution on separate contracts.
 5. List of changes required in other work or products.
 6. Designation of required license fees or royalties.
 7. Designation of availability of maintenance services, sources of replacement materials.
- C. Substitutions will not be considered for acceptance when:
1. Acceptance will require substantial revision of Contract Documents.
 2. In the judgment of the Owner, the substitution does not include adequate information necessary for a complete evaluation.
- D. The Owner will determine the acceptability of any proposed substitution.

1.4 PROPOSER'S REPRESENTATION

- A. In making formal request for substitution the Proposer represents that:
1. He has investigated proposed product and has determined that it is equivalent to, or superior in all respects to that specified.
 2. He will provide same warranties or bonds for substitution as for product specified.
 3. He will coordinate installation of accepted substitution into the Work and will make such changes as may be required for the Work to be complete in all respects.
 4. He waives claims for additional costs caused by substitution which may subsequently become apparent.
 5. Cost data is complete and includes related costs under his Contract, but not:
 - a. Costs under separate contracts.
 - b. Architect/Engineer's costs for redesign or revision of Contract Documents.
 6. Cost data need not be submitted, if request is for inclusion in an addendum.

1.5 SUSTAINABILITY MANAGER'S DUTIES

- A. Review requests for substitutions with reasonable promptness.
- B. Issue an addendum to identify accepted substitutions.
- C. Substitution requests that are not approved will be returned to the party submitting the request.

1.6 SUBSTITUTION REQUEST FORM

BACKFILL RESTORATION WATER QUALITY IMPROVEMENT PROJECTS
CANAL #90 HAMMER POINT PARK KEY LARGO, MONROE COUNTY, FL

- A. The form is attached to this Section.
- B. Substitutions will be considered only when the attached form is completed and included with the submittal with all required back-up data.

BACKFILL RESTORATION WATER QUALITY IMPROVEMENT PROJECTS
CANAL #90 HAMMER POINT PARK KEY LARGO, MONROE COUNTY, FL

SUBSTITUTION FORM

TO: Engineer

PH: _____ FAX: _____

We hereby submit for your consideration the following product instead of the specified item for the above project:

Drawing No.	Drawing Name	Spec Sec.	Spec Name	Paragraph	Specified Item

Proposed Substitution:

Attach complete information on changes to Drawings and/or Specifications which proposed substitution will require for its proper installation.

Submit with request necessary samples and substantiating data to prove equal quality and performance to that which is specified. Clearly mark manufacturer's literature to indicate equality in performance.

The undersigned certifies that the function, appearance and quality are of equal performance and assumes liability for equal performance, equal design and compatibility with adjacent materials.

Submitted By: _____
Signature _____ Title _____
Firm _____
Address _____
City / State / Zip Code _____
Telephone _____ Date _____

Signature shall be by person having authority to legally bind his firm to the above terms. Failure to provide legally binding signature will result in retraction of approval.

For use by Sustainability Manager: _____ Approved _____ Approved as noted _____ Not Approved
_____ Rec'd too late _____ Insufficient data received

By _____ Date _____

BACKFILL RESTORATION WATER QUALITY IMPROVEMENT PROJECTS
CANAL #90 HAMMER POINT PARK KEY LARGO, MONROE COUNTY, FL

Fill in Blanks Below:

A. Does the substitution affect dimensions shown on Drawings?

Yes _____ No _____ If yes, clearly indicate changes:

B. Will the undersigned pay for changes to the building design, including engineering and detailing costs caused by the requested substitution?

Yes _____ No _____ If no, fully explain:

C. What effect does substitution have on other Contracts or other trades?

D. What effect does substitution have on construction schedule?

E. Manufacturer's warranties of the proposed and specified items are:

_____ Same _____ Different. Explain:

F. Reason for Request:

G. Itemized comparison of specified item(s) with the proposed substitution; list significant variations:

H. Designation of maintenance services and sources: (Attach additional sheets if required.)

END SECTION 00163

SECTION 00230 -SITE SURVEY

- A. The Plat of Survey or other survey data are available upon request and are for the general information of the proposer. The data contained was prepared by the Engineer for the design of the project, and neither the Owner nor the Engineer, nor Sustainability Manager make any representation, guarantee of warranty as to the accuracy or completeness of data indicated, expressed or implied.
- B. Proposers shall visit the site; make their own investigations, assumptions and conclusions as to the nature and extent of existing surface and overhead conditions affecting the work. Neither the Owner nor the Engineer, nor Sustainability Manager will be responsible for additional type or extent of work required to be performed under the Contract due to any assumptions or conclusions by the successful proposer based upon the survey information provided.

END OF SECTION 00230

SECTION 00300 - SCOPE OF WORK

1.0 GENERAL SCOPE

Provide all labor, supervision, engineering, materials, supplies, equipment, tools, transportation, surveying, layout, and protection for the proper execution and completion of all the work in accordance with the Contract Documents. The Work shall include but not be limited to that shown on the Drawings (**Exhibit A – Design Drawings**) and detailed in the Technical Specifications and Permits (Exhibit E) included in this Proposal Package.

1.1 SCOPE OF WORK

The Scope of Work for Canal #90 located between Hilson Court and Ivanhoe Court in Hammer Point Park on Key Largo, Florida consists of backfilling. The backfilling activities are to be completed so that a natural benthic community can be established. This is a proven restoration technique that was vetted during the demonstration projects and is anticipated to increase the water quality in the canal.

The backfilling shall be done in such a way to prevent impact to the nearshore waters and shall be completed using the proposed staging areas identified in the design drawings (**Exhibit A**). The backfilling will raise the canal bottoms to -8.5 ft. NAVD88, which is approximately 7.16 feet below the Mean Lower Low Water (MLLW) level for the canal (a depth that is typically suitable to allow for sufficient light and oxygen to permeate the water column to support a healthy ecological habitat). The County is in the process of obtaining approval for use of the staging areas identified on the drawings for the entire duration of the project. A permit to allow temporary use of the staging area on private homeowner land is underway, and is anticipated to be finalized prior to issuance of the Notice To Proceed.

Floating turbidity barriers will be installed prior to construction and maintained throughout the project in accordance with performance standards for erosion and sediment control and stormwater treatment set forth in section 62-40.432, Florida Administrative Code (FAC).

All construction activities will be performed in accordance with the Florida Fish and Wildlife Conservation Commission (FWC) standard manatee conditions for in-water work and the National Oceanic Atmospheric Association (NOAA) Fisheries construction conditions for sea turtle and smalltooth sawfish.

The Contractor must install temporary construction fencing, consisting of 6 foot high chain link fence with green canvas privacy screening, around the staging area(s) and remove the fencing upon completion of the project. The Contractor shall return all staging area property to its original condition or better which includes re-grading and re-sodding of disturbed areas.

The County will obtain the SFWMD ERP, USACE Dredge and Fill permit, FKNMS permit, and Monroe County permit, including a right-of-way permit, if applicable.

BACKFILL RESTORATION WATER QUALITY IMPROVEMENT PROJECTS
CANAL #90 HAMMER POINT PARK KEY LARGO, MONROE COUNTY, FL

The Contractor will be responsible to obtain any other necessary permits not identified by the Engineer.

The Contractor is required to submit a *Construction Methodology Plan* (CMP) to Monroe County, including an Erosion and Sediment Control Plan and Maintenance of Traffic (MOT) Plan for approval prior to initiation of construction. Given the dense layout of the community surrounding the project area, the Contractor shall be cognizant of the logistical limitations of transporting material(s) in the space provided in the designated staging areas.

Additionally, the Contractor shall be aware of the necessity to take care during the backfilling so as to not damage the boat lifts present in the canal or any other privately owned property. Damage caused by contractor to privately owned property will be a liability of the Contractor not the Engineer or the County.

The Contractor shall be cognizant that the information provided regarding surface elevations on the construction documents is an approximate estimate, and that even though the sediment thickness values are a direct observation; no guarantee is made to the accuracy of the data. The sediment characterization data prepared by the engineer is presented in [Exhibit B](#), and the approximate sediment surface elevation data is presented in [Exhibit A](#).

The contractor shall be cognizant that the estimate of compaction of the sediment and/or migration of the sediment into the pore space of the fill material is solely their responsibility and will not alleviate their responsibility to fill the canal to the proposed bottom elevation of -8.5 feet NAVD88. Also, the contractor shall be aware of the possible migration of unconsolidated sediment from backfilling activities and should be aware of the recommendation to consider spreading placement techniques for the first foot of fill over undredged areas. The Contractor shall be aware that the proposed fill specification requires that the upper foot of fill material be comprised of sand, and that there is a potential for the sand to migrate into the pore space of the fill material below.

The sequence of Major Activities are as follows:

- (1) Install temporary erosion and sedimentation controls and maintain these controls for the duration of the work,
- (2) Construct the staging area as delineated on the Contract Plans including temporary fencing and seawall stabilization,
- (3) Backfill according to these technical specifications and contract plans, and complete a bathymetric survey to demonstrate successful completion,
- (4) Stabilize the work area, obtain final approval from Monroe County of all work performed and remove temporary erosion and sedimentation controls and stabilize areas disturbed by the removal of the temporary controls.

The Scope of Work shall include, all work shown and listed in the Project Drawings, **Exhibit A**. The Contractor is required to provide a complete job as contemplated by the drawings and specifications, which are a part of this proposal package. The

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Contractor shall furnish all labor, supervision, materials, power, tools, equipment, supplies and any other means of construction necessary or proper for performing and completing the Scope of Work, unless otherwise specifically stated.

1.1.1 MATERIAL TO BE BACKFILLED

- A. The material used for backfilling shall meet the following requirements: The soil used for backfilling the canal to -9.5 feet NAVD shall be clean granular soil having no more than 4% by weight organics and no more than 10% by weight passing the number 200 sieve. The soil used for backfilling the canal from -9.5 feet NAVD to -8.5 feet NAVD shall be Clean Calcium Carbonate Sand from a local South Florida Source that contains less than 5% of fines passing through a #200 sieve. The Contractor shall provide soil samples to Monroe County along with soil test reports from a certified soil laboratory no later than ten (10) days prior to the start of construction. The Contractor shall obtain written acceptance of the soil samples and test reports from Monroe County prior to shipping the soil to the jobsite.
- B. **THE CONTRACTOR SHALL PROVIDE THEIR DESIGNATED SOURCE OF FILL MATERIAL WITH THEIR PROPOSAL, ALONG WITH ANY AVAILABLE SPECIFICATIONS.** All backfill must be transported to the site via land using trucks appropriately licensed to transport in Monroe County, with licensed commercial vehicle operators.

1.1.2 QUANTITY OF MATERIAL

- A. The Contractor shall independently estimate the backfill quantities necessary to be placed based on an independent evaluation of the Drawings (Exhibit A) and the Contractor's independent site investigation of existing conditions. An initial estimate based on bathymetric data is 8,000 CY to -8.5 feet NAVD; however this figure should be used as guidance only, actual volume determination will be the responsibility of the Contractor.

1.1.3 ENVIRONMENTAL PROTECTION REQUIREMENTS

- A. The Contractor shall provide and maintain during the life of the contract, all necessary environmental protective measures. The Contractor will comply with Federal, State, and local regulations pertaining to water, air, and noise pollution.

1.1.4 BACKFILLING

- A. The Contractor is required to operate the backfilling operation so that mandated permitted turbidity limits are not exceeded. The State turbidity requirements are 0 NTU increase above background levels in the Florida Outstanding Waters at the canal mouth. The Contractor will make any required adjustments to the operations to ensure compliance with these limits.

1.1.5 MEASUREMENT

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A. Surveys during Progress of Work

1. Preliminary checks of design depth will be determined by soundings or sweepings taken behind the barge as the work progresses. The Contractor shall take progress soundings or sweepings to verify compliance with contract requirements.
2. Contract depth will be confirmed via bathymetric survey after conclusion of the backfilling. The bathymetric surveys shall be signed and sealed by a Florida Registered Professional Surveyor.

B. Final Examination and Acceptance

1. On completion of the backfilling, the Contractor shall engage a licensed surveyor to confirm completion of work prior to demobilization and no sooner than 90 days following the completion of work to demonstrate that significant compaction, migration of sediment or sand into the pore space of the fill, or the collapse of voids has not occurred. The survey shall demonstrate that the final elevation is within at least 0.5 feet of -8.5 feet NAVD88 on average for an area of 100 square feet; otherwise the Contractor shall remobilize and fill the low spots identified in the survey to the final elevation specified in the construction drawings using sand.

1.2 INTENT OF THE SPECIFICATIONS

The intent of these specifications is to describe the materials and methods of construction required for the performance of the work. In general, it is intended that the drawings shall delineate the detailed extent of the work. Drawings, specifications, and contract documents are complimentary, and what is required by one shall be as binding as if required by all.

1.2.1 LAYING OUT THE WORK

- A. The Contractor shall be responsible for establishing all lines and grades together with all reference points as required by the various trades for all work under this Contract.
- B. The Contractor shall provide all labor and instruments and all stakes, templates, and other materials necessary for marking and maintaining all lines and grades. The lines and grades shall be subject to any checking that WSP may decide necessary.
- C. No separate cost item is provided for laying out the work, the cost of which shall be included in the unit prices for items in the proposal.

1.2.2. SAFETY OF STRUCTURES

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- A. The prosecution of the work shall ensure the stability of subaqueous utility crossings, buried and overhead utilities, parallel runs, utility poles and lines, guys and anchors, culverts, pipes and other structures or trees and vegetation or existing slope protection lying on or adjacent to the site of the work, insofar as structures may be jeopardized by backfilling operations. The Contractor shall be responsible for repair of damage resulting from construction operations.

1.2.3 CONTRACTOR'S OFFICE

- A. The Contractor shall provide and maintain an office with telephone facilities where he or a responsible representative of his organization may be reached at any time while work is in progress.

1.2.4 DAMAGE TO EXISTING STRUCTURES, UTILITIES AND LANDSCAPING

- A. The Contractor shall be responsible for and make good all damage to pavement beyond the limits of this Contract, buildings, telephone or other cables, water pipes, sanitary pipes, or other structures which may be encountered, whether or not shown on the Drawings. The Contractor shall also be responsible for and make good all damage to homeowner docks of any type, seawalls, boats, fencing, and any other appurtenances, at the Contractor's sole expense. It is anticipated that the homeowners will be responsible for boat removal prior to commencement of work.
- B. The Contractor shall produce a pre-construction and post construction video to document the existing and rehabilitation conditions. The documentation shall utilize a high-resolution digital video camera with extended still frame capability. The documentation shall record surface features located within the construction zone including, but not limited to, staging area, canal seawalls, boat lifts, boats, and any other permanent or temporary structures within the canal footprint. The documentation shall provide audio recording documenting the orientation, location, and description of features. The documentation shall accompany a written log which documents the aforementioned items and shall contain bright, sharp pictures with accurate colors and shall be free from distortion or any other significant picture imperfection. The audio portion of the recording shall reproduce the commentary of the camera operator with proper volume, clarity, and be free of distortion. The construction shall not proceed until the County and WSP have reviewed the documentation and notified the Contractor of its acceptability.
- C. Information shown on the Drawings as to the location of existing utilities has been prepared by the most reliable data available to WSP. This information is not guaranteed, however, and it shall be this Contractor's responsibility to determine the location, character and depth of any existing utilities. He shall assist the utility companies, by every means possible to determine said locations. Extreme caution shall be exercised to eliminate any possibility of any damage to said locations. Extreme caution shall be exercised to eliminate any possibility of any damage to utilities resulting from his activities. The Contractor shall be responsible for and make good all damage to pavement, buildings, telephone or other cables, water

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pipes, sanitary pipes, or other structures which may be encountered, whether or not shown on the Drawings.

- D. The Contractor shall be fully responsible for maintaining in good condition all cultivated grass plots, trees and shrubs endangered by the work. Where maintained shrubbery, grass strips or area within the right-of-way must be removed or destroyed incident to the construction operation, the Contractor, after completion of the work, must replace or restore at the Contractor's sole expense to the original condition all destroyed or damaged shrubbery, grass areas or pea rock areas. They must, leave the area in a clean and workmanship condition. Tree limbs which interfere with equipment operation and are approved for pruning shall be neatly trimmed and the tree cut coated with tree paint. Care of trees, shrubs and grass shall be considered incidental and cost shall be included in the bid price of the items listed in the bid.

1.2.5 SUBSURFACE INVESTIGATION

- A. The Contractor shall be responsible for having determined to his satisfaction, prior to the submission of his bid, the nature and location of the work, the conformation of the ground, the character and quality of the substrata, the types and quantity of materials to be encountered, the nature of the ground water conditions, the character of equipment and facilities needed preliminary to and during the execution of the work, the general and local conditions and all other matters which can in any way affect the work under this contract. The prices established for the work to be done will reflect all costs pertaining to the work. Any claims for extras based on substrata or site conditions will not be allowed.

1.2.6 PROJECT SIGNS

- A. Two signs shall be constructed, installed and removed by the Contractor. The signs shall be constructed on 4' x 8' x 3/4" exterior plywood and readable at eye level. The colors to be used are white for the background and black for all lettering. All paint shall be rated outdoor enamel. The Monroe County seal will be supplied by the Chief Resiliency Officer at no cost to the contractor. The exact sign locations shall be determined prior to beginning work by WSP/Engineer.

1.2.7 MAINTENANCE OF TRAFFIC

- A. The Contractor shall be responsible for the proper maintenance control and detour of traffic in the area of construction, during the course of construction. All traffic control and maintenance procedures shall be in accordance with the requirements of either the Florida D.O.T. or Monroe County, within their respective areas of jurisdiction. It shall be the Contractor's responsibility, as Bidder, prior to submitting his Bid, to determine the requirements of these agencies so that his Proposal reflects all costs to be incurred. No claims for additional payment will be considered for costs incurred in providing the proper maintenance, control, detour and protection of traffic. Contractor will be required to submit an MOT to plan to WSP/Engineer for approval prior to commencement of field activities. The

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Contractor will only be allowed to transport project-related materials to and from the site from 8AM to 6PM M-F, excluding holidays.

- B. Traffic shall be maintained at all times where practical and as more particularly specified hereinafter. No traffic shall be detoured without prior knowledge and approval of the traffic control agency having jurisdiction. The Contractor shall notify such agencies 48 hours in advance of such time he proposes to detour traffic.
- C. The Contractor shall keep the COUNTY Sustainability Manager, WSP/Engineer, all law enforcement, fire protection and ambulance agencies informed, in advance, of his construction schedules, and shall notify all such agencies 48 hours in advance, in the event of detour of any roadway.
- D. All traffic control signs and devices, barricades, flashers, flambeaus and similar devices shall be furnished and maintained by the Contractor.
- E. Construction shall be conducted in such a manner to cause the least possible interruption to traffic. Necessary access to and from adjacent properties shall be provided at all times.

1.2.8 PROTECTION OF WORK

- A. The Contractor shall protect his work throughout its length of the project by the erection of temporary fencing with privacy screening. They shall further indicate their work at night by the maintenance of suitable lights or flares. They shall comply with all laws or ordinances covering the protection of such work and the safety measures to be employed therein. The Contractor shall carry out their work so as not to deny access to private property. All utility access manholes, valves, fire hydrants, and letter boxes shall be kept accessible at all times.

1.2.9 EROSION CONTROLS

- A. The Contractor shall be required to implement best management practices within the staging area(s) to control all stormwater runoff. The contractor shall review/modify the Proposed Erosion and Sediment Controls presented on the Drawings ([Exhibit A](#)). The modified Erosion and Sediment Control plan shall be sent to Monroe County and WSP/Engineer for review/approval before commencement of construction activities.

1.3 SPECIAL PROVISIONS

The following Special Provisions are intended to clarify the scope of work, or highlight features of the work, or modify, change, add to, or delete from the General Scope of this Proposal Package.

- A. Where the Specifications refer to “Engineer” they shall be deemed to mean “County’s Engineering Consultant, WSP” or designee for this project. The terms

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“Project Manual”, “Specifications” and “Specification” are interchangeable, and all refer to the collective Sections of which this Section is a part. The terms “Drawings” and “Plans” are interchangeable and refer to the collective assembly of individual plans, details and drawings accompanying the Project Manual and intended to describe and illustrate the work of this project.

- B. All work shall comply with the most recent construction codes in effect at the time and location of construction. Where codes are in conflict, the more stringent shall govern the work.
- C. Prior to initiation of construction, turbidity curtains will be deployed to isolate the construction site from adjacent waters. At a minimum weighted turbidity curtains must be installed at the mouth of the canal as shown on the project drawings. The turbidity curtains must extend from the water’s surface to the canal bottom. These will remain in place until all construction activity is complete and turbidity values have returned to preconstruction conditions. Contractor will implement all necessary turbidity reduction methods in order to meet the State turbidity requirements of 0 NTU increase above background levels in the Florida Outstanding Waters at the canal mouth. The County Engineering consultant, WSP, will monitor the turbidity to ensure Contractor compliance.

Manatee Special Conditions:

- a. The Contractor shall instruct all personnel associated with the project of the potential presence of manatees and the need to avoid collisions with manatees. All construction personnel are responsible for observing water-related activities for the presence of manatee(s).
- b. The Contractor shall advise all construction personnel that there are civil and criminal penalties for harming, harassing, or killing manatees which are protected under the Marine Mammal protection Act of 1972, the Endangered Species Act of 1973, and the Florida Manatee Sanctuary Act of 1978. The Contractor may be held responsible for any manatee harmed, harassed, or killed as a result of construction activities.
- c. Siltation barriers shall be installed and shall be made of material in which manatees cannot become entangled, shall be properly secured, and shall be monitored regularly to avoid manatee entrapment. Barriers shall not block manatee entry to or exit from essential habitat.
- d. All vessels associated with the project shall operate at “no wake/idle” speeds at all times while in water where the draft of the vessel provides less than four feet clearance from the bottom and that vessels shall follow routes of deep water whenever possible.
- e. If a manatee is sighted within 100 yards of the project area, all appropriate precautions shall be implemented by the Contractor to ensure protection of the manatee. These precautions shall include the operation of all moving equipment no closer than 50 feet to a manatee.

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Operation of any equipment closer than 50 feet to a manatee shall necessitate immediate shutdown of that equipment. Activities will not resume until the manatee(s) has departed the project area of its own volition.

- f. Any collision with and/or injury to a manatee shall be reported immediately to the "Manatee Hotline" at 1-800-DIAL FMP (1-800-342-5367). Collision and/or injury should also be reported to the U.S. Fish and Wildlife Service in Jacksonville (1-904-232-2580) for north Florida or Vero Beach (1-561-562-3909) in south Florida.

D. Threatened and Endangered Species Observations

- a. Prior to the initiation of construction activities, an adequately trained wildlife spotter will confirm that the canal is free of all potential threatened and endangered (T&E) species. The Contractor will provide an adequately educated spotter including an in-water spotter to ensure that marine life is not harmed by the proposed action with special attention being paid to the presence or absence of the smalltooth sawfish. Once the professional spotter has confirmed that there are no T&E species located within the canal, the contractor will prepare the project area by installing the remaining best management practices, such as turbidity barriers, as prescribed in the associated construction plans.
- b. Not only will turbidity barriers prevent the movement of turbid water into the FKNMS, but the barrier will also prevent T&E species from entering into the canal during the construction phase of the project. In addition to the aforementioned measures, all construction activities will be performed in accordance with the Florida Fish and Wildlife Conservation Commission (FWC) standard manatee conditions for in-water work and the National Oceanic and Atmospheric Association (NOAA) Fisheries construction conditions for sea turtles and smalltooth sawfish.

END OF SECTION 00300

SECTION 00350 - MILESTONE SCHEDULE/LIQUIDATED DAMAGES

MILESTONES

This section contains the project milestone schedule. The contractor is required to determine his proposed schedule to meet these milestone dates.

The Contractor is to note the following special milestone dates.

1. Proposal Documents Available.....October 21, 2023
2. Proposal Due Date.....December 6, **2023**
3. Monroe County Selection of Contractor (anticipated)..... January2024
4. Signed Contract, Bond & Insurance Documents to Monroe County by the Contractor (anticipated)..... January 2024
5. Board of County Commission Meeting, Approval of Contractor & Contract...
.....February 2024
6. Notice to Proceed Issued & Pre-Construction Meeting Held (anticipated)
..... February 2024
7. Contractor Submittal of Required Technical Plans and Schedule (anticipated)
.....February 2024
8. Mandatory Initiation of Construction (anticipated) February 2024
9. Substantial Completion 120 calendar days for the Project (anticipated).....June 2024

The Contractor shall commence performance of this Contract within ten (10) calendar days after the date of issuance to the Contractor by Owner of the Notice to Proceed. If the work including mobilization is not initiated within **seven (7) calendar** days from Issuance of the Notice to Proceed, a fine of \$500/day for days 1-15, \$1,000/day for days 16-30, and \$3,500/day after 30 days will be incurred by the Contractor until work has commenced. Mobilization shall not constitute commencement of Work. Once commenced, Contractor shall diligently continue performance until completion of the Project. The Contractor shall accomplish Substantial Completion of the Project within **One Hundred and Twenty (120)** calendar days from Notice to Proceed. Contractor shall accomplish Final Completion of the Project within thirty (30) calendar days thereafter.

The term "Substantial Completion" as used herein shall mean that point at which, as certified in writing by WSP, the Project is at a level of completion in strict compliance with this Contract such that the Owner or its designee can enjoy beneficial use or occupancy and can use or operate it in all respects for its intended purpose. Partial use or occupancy of the Project shall not result in the Project being deemed substantially complete and such

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partial use or occupancy shall not be evidence of Substantial Completion. The term "Final Completion" as used herein shall mean that point at which, as certified in writing by WSP/Engineer, that the Project is 100% complete and in conformance with the Contract.

LIQUIDATED DAMAGES

Conditions Under Which Liquidated Damages are Imposed—The time or times stipulated in the contract for completion of the work of the contract or of specified phases of the contract shall be the calendar date or dates listed in the milestone schedule. The Owner shall be entitled to liquidated damages as shown below for work not accomplished by the dates specified in the milestone schedule.

Liquidated damages will be based on the Substantial Completion Date for all work, modified by all approved extensions in time as set forth by the Sustainability Manager's signature of approval on the Certificate of Substantial Completion. The liquidated damages table below shall be utilized to determine the amount of liquidated damages.

<u>CONTRACT AMOUNT</u>	<u>FIRST 15 DAYS</u>	<u>SECOND 15 DAYS</u>	<u>31ST DAY & THEREAFTER</u>
Under \$50,000.00	\$50.00/Day	\$100.00/Day	\$250.00/Day
\$50,000.00-99,999.00	100.00/Day	200.00/Day	750.00/Day
\$100,000.00-499,999.00	200.00/Day	500.00/Day	2,000.00/Day
\$500,000.00 and Up	500.00/Day	1,000.00/Day	3,500.00/Day

The Contractor's recovery of damages and sole remedy for any delay caused by the Owner shall be an extension of time on the Contract.

END OF SECTION 00350

SECTION 00500 - SAMPLE AGREEMENT

Between Owner and Contractor
(Final Agreement To Be Negotiated Following Award Of Contract By
Monroe County BOCC)

Where the basis of payment is a STIPULATED SUM

AGREEMENT

Made as of the **(write out the date)**

BETWEEN the Owner: Monroe County Board of County Commissioners
1100 Simonton Street
The Gato Building, Room 2-205
Key West, Florida 33040

And the Contractor: CONTRACTOR
ADDRESS
ADDRESS

For the following Project:

Backfill Restoration Water Quality Improvement Projects, Canal #90 Hammer Point Park, Key Largo, Monroe County, Florida

This Agreement represents one of the canal restoration demonstration projects approved by the Monroe County BOCC, whose public purpose is to improve the water quality in Monroe County.

Scope of the Work

1. Project Overview

The Scope of Work for Canals #90 (between Hilson Court and Ivanhoe Court) located in Key Largo, Florida consists of backfilling. The backfilling activities are to be completed so that a natural benthic community can be established. This is a proven restoration technique that was vetted during the demonstration projects and is anticipated to increase the water quality in the canal.

2. General Project Intent and Scope

Provide all labor, supervision, engineering, materials, supplies, equipment, tools, transportation, surveying, layout, and protection for the proper execution and completion of all the work in accordance with the Contract Documents. The Work shall include but not be limited to that shown on the Drawings and detailed in the Technical Specifications if any included in this Contract.

3. General Requirements

- A. Construction work times shall be limited to:
8AM to 6PM Mon-Fri, excluding holidays
- B. Contractor needs to be aware of weather and location and plan accordingly.
- C. Contractor must remain aware of the community residences and plan accordingly. Coordination of each day's works shall be done in advance with approval from WSP/Engineer.
- D. The Scope of Work shall include, but not be limited to, all work shown and listed in the Project Drawings (**Exhibit A**). The Contractor is required to provide a complete job as contemplated by the drawings and specifications, which are a part of this proposal package. The Contractor shall furnish all labor, supervision, materials, power, tools, equipment, supplies and any other means of construction necessary or proper for performing and completing the Scope of Work, unless otherwise specifically stated.

Monroe County has made all reasonable efforts to obtain the required permits for this project. If the Contractor is aware of another permit that is required, it is up to them to obtain it.

SPECIAL PROVISIONS

The following Special Provisions are intended to clarify the scope of work, or highlight features of the work, or modify, change, add to, or delete from the General Scope of this Proposal Package.

- 1. All licenses required in order to perform the scope of work in the specified location, shall be procured and maintained by the contractor and his subcontractors. Contractor shall submit copies to WSP prior to notice to proceed. Contractor's license shall accompany proposal.
- 2. Contractor is to review Division 1 General Requirements for additional responsibilities required in order to perform this Work.
- 3. If in the event of conflicting or overlapping requirements in any area of the proposal documents, technical specifications, or drawings, the most stringent condition shall be proposed and constructed. Notify Sustainability Manager in any event, in order to not compromise the Owner's right to make appropriate decisions.
- 4. Contractor shall maintain As-Built Drawings, (Record Drawings per Section 01720), of his work progression.

5. Contractor shall provide suitable storage container and be responsible for disposal off-site of all debris and trash.
6. The Contractor shall coordinate with Owner's representative on available hours for Job Site access. Job site will have limited 8AM-6PM work hours Mon-Friday excluding holidays. Contractor will need to schedule work shifts typically from 8AM-6PM weekly. Any change to the agreed upon schedule must be obtained in writing with a minimum of 72 hrs. advanced notice.
7. Coordination of each day's works shall be done in advance with approval from WSP / Engineer

The Engineer is:

Greg Corning, PE
Assistant Vice President, Civil Engineer
FL Civil Design Team Lead
WSP USA
5411 SkyCenter Drive, Ste 650
Tampa, Florida 33607

The Owner and Contractor agree as set forth below.

ARTICLE 1

The Contract Documents

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Proposal Documents, Addenda issued prior to execution of this Agreement, together with the response to RFP and all required insurance documentation, and Modifications issued after execution of this Agreement. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. An enumeration of the Contract Documents, other than Modifications, appears in Article 9. In the event of a discrepancy between the documents, precedence shall be determined by the order of the documents as just listed.

ARTICLE 2

The Work of this Contract

The Contractor shall execute the entire Work described in the Contract Documents, except to the extent specifically indicated in the Contract Documents to be the responsibility of others, or as follows: **N/A**

ARTICLE 3

Date of Commencement and Substantial Completion

3.1 The date of commencement is the date to be fixed in a notice to proceed issued by the Owner. The Contractor shall proceed with Work no later than 7 calendar days after

receipt of the Notice To Proceed. Failure to commence with Work within the 7 day time period shall result in a \$500.00 fine to the Contractor for each day that work does not commence for the first 15 days, \$1,000/day for days 16-30 and \$3,500 per day for days 31 and thereafter, as specified below.

The Contractor shall accomplish Substantial Completion of the Combined Project within **One Hundred and Twenty (120)** calendar days from Notice to Proceed. The time or times stipulated in the contract for completion of the work of the contract or of specified phases of the contract shall be the calendar date or dates listed in the milestone schedule.

The Owner shall be entitled to liquidated damages as shown below for all work that fails to meet the deadlines shown in the milestone schedule. Liquidated damages will be based on the Substantial Completion Date for all work, modified by all approved extensions in time as set forth by the Sustainability Manager's signature of approval on the Certificate of Substantial Completion. The liquidated damages table below shall be utilized to determine the amount of liquidated damages.

<u>CONTRACT AMOUNT</u>	<u>FIRST 15 DAYS</u>	<u>SECOND 15 DAYS</u>	<u>31ST DAY & THEREAFTER</u>
Under \$50,000.00	\$50.00/Day	\$100.00/Day	\$250.00/Day
\$50,000.00-99,999.00	100.00/Day	200.00/Day	750.00/Day
\$100,000.00-499,999.00	200.00/Day	500.00/Day	2,000.00/Day
\$500,000.00 and Up	500.00/Day	1,000.00/Day	3,500.00/Day

The Contractor's recovery of damages and sole remedy for any delay caused by the Owner shall be an extension of time on the Contract.

ARTICLE 4 **Contract Sum**

4.1 The owner shall pay the Contractor in current funds for the Contractor's performance of the Contract the Contract Sum of _____/100

Dollars (\$ _____), subject to additions and deductions as provided in the Contract Documents.

ARTICLE 5 **Progress Payments**

5.1 Based upon Applications for Payment submitted by the Contractor to the Sustainability Program Manager, and upon approval for payment issued by the Sustainability Program Manager, and Engineer, the Owner shall make progress payments on account of the Contract Sum to the contractor as provided below and elsewhere in the Contract Documents.

5.2 The period covered by each Application for payment shall be one calendar month ending on the last day of the month, or as follows:

5.3 Payment will be made by the Owner in accordance with the Florida Local Government Prompt Payment Act, section 218.735, Florida Statutes. Contractor shall submit to Owner invoices with supporting documentation acceptable to the Clerk, on a MONTHLY schedule in arrears. Acceptability to the Clerk is based on generally accepted accounting principles and such laws, rules and regulations as may govern the Clerk's disbursement of funds. Owner's performance and obligation to pay under this agreement, is contingent upon annual appropriation by the Board of County Commissioners.

5.4 Each Application for Payment shall be based upon the Schedule of Values submitted by the Contractor in accordance with the Contract Documents. The Schedule of Values shall allocate the entire Contract Sum among the various portions of the Work and be prepared in such form and supported by such data to substantiate its accuracy as the Sustainability Program Manager may require. This schedule, unless objected to by the Sustainability Program Manager, shall be used as a basis for reviewing the Contractor's Applications for Payment.

5.5 Applications for Payment shall indicate the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

5.6 Subject to the provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

5.6.1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the total Contract Sum allocated to that portion of the Work in the Schedule of Values, less retainage of Five Percent (5%). Pending final determination of cost to the owner of changes in the Work, amounts not in dispute may be included in Applications for Payment. The amount of credit to be allowed by the Contractor to the Owner for a deletion or change which results in a net decrease in the Contract Sum shall be the net cost to the Owner, less Overhead, Profit and Documented Costs incurred prior to the change Request, as indicated in the corresponding line item in the Approved Schedule of Values for that line item as confirmed by the Sustainability Program Manager. When both additions and credits covering related Work or substitutions are involved in a change the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

5.6.2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage;

5.6.3 Subtract the aggregate of previous payments made by the Owner; and

5.6.4 Subtract amounts, if any, for which the Sustainability Program Manager has withheld or nullified a Certificate for Payment as provided in Paragraph 9.5 of the General Conditions.

5.7 Retainage of 5% will be withheld in accordance with section 218.735 (8)(a), Florida Statutes.

5.8 Reduction or limitation of retainage, if any, shall be as follows:

Upon achieving fifty percent (50 %) completion of the Work, and when requested by the Engineer, the Owner may release half of the amount previously retained. Owner reserves the right, at its sole discretion, to further reduce the amounts retained on any subsequent monthly payment request prior to final payment. Provided, however, nothing in this Section shall preclude or limit the Owner's right to withhold payment as otherwise permitted by the terms of the Contract Documents or as permitted by law.

ARTICLE 6

Final Payment

Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when (1) the Contract has been fully performed by the Contractor except for the Contractor's responsibility to correct nonconforming Work as provided in Subparagraph 12.2.2 of the General Conditions and to satisfy other requirements, if any, which necessarily survive final payment, and (2) a final approval for payment has been issued by the Sustainability Program Manager. Such final payment shall be made by the Owner not more than 20 days after the issuance of the final approval for payment. The following documents (samples in section 1027) are required for Final Payment:

- (1) Application and Certificate for Payment
- (2) Continuation Sheet
- (3) Certificate of Substantial Completion
- (4) Contractor's Affidavit of Debts and Claims
- (5) Contractor's Affidavit of Release of Liens
- (6) Final Release of Lien
- (7) Contractor shall provide two (2) hard copies in tabulated divided binders and one (1) saved electronically tabbed and indexed in Adobe Acrobat file (.PDF) format delivered on a downloadable CD/DVD or flash drive of all the following but not limited to:

A .Project Record Documents (As Built Documents).

B. Operating and maintenance data, instructions to the Owner's personnel.

C. Warranties, bond and guarantees.

D. Keys and keying schedule.

E. Spare parts and maintenance materials.

F. Electronic copies of approved submittals

- G. Evidence of payment and final release of liens and consent of surety to final release (includes final release from all utilities and utility companies).

ARTICLE 7

Miscellaneous Provisions

7.1 Where reference is made in this Agreement to a provision of the General Conditions or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

7.2 Payment shall be made according to the Florida Local Government Prompt Payment Act and Monroe County Code.

7.3 Temporary facilities and services: As described in Article 34 of the General Conditions

7.4 Monroe County's performance and obligation to pay under this contract is contingent upon an annual appropriation by the Board of County Commissioners.

7.5 A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to public entity, may not be awarded or perform work as contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

7.6 The following items are included in this contract:

a) Contractor shall maintain all books, records, and documents directly pertinent to performance under this Agreement in accordance with generally accepted accounting principles consistently applied. Records shall be retained for a period of seven years from the termination of this agreement or for a period of three years from the submission of the final expenditure report as per 2 CFR §200.333, whichever is greater. Each party to this Agreement or their authorized representatives shall have reasonable and timely access to such records of each other party to this Agreement for public records purposes during the term of the Agreement and for seven years following the termination of this Agreement. If an auditor employed by the County or Clerk determines that monies paid to Contractor pursuant to this Agreement were spent for purposes not authorized by this Agreement, the Contractor shall repay the monies together with interest calculated pursuant to Sec. 55.03, FS, running from the date the monies were paid to Contractor.

b) Governing Law, Venue, Interpretation, Costs, and Fees: This Agreement shall be governed by and construed in accordance with the laws of the State of Florida

applicable to contracts made and to be performed entirely in the State. In the event that any cause of action or administrative proceeding is instituted for the enforcement or interpretation of this Agreement, the County and Contractor agree that venue shall lie in the appropriate court or before the appropriate administrative body in Monroe County, Florida. The Parties waive their rights to trial by jury. The County and Contractor agree that, in the event of conflicting interpretations of the terms or a term of this Agreement by or between any of them the issue shall be submitted to mediation prior to the institution of any other administrative or legal proceeding, pursuant to Section XVI of this agreement.

c) Severability. If any term, covenant, condition or provision of this Agreement (or the application thereof to any circumstance or person) shall be declared invalid or unenforceable to any extent by a court of competent jurisdiction, the remaining terms, covenants, conditions and provisions of this Agreement, shall not be affected thereby; and each remaining term, covenant, condition and provision of this Agreement shall be valid and shall be enforceable to the fullest extent permitted by law unless the enforcement of the remaining terms, covenants, conditions and provisions of this Agreement would prevent the accomplishment of the original intent of this Agreement. The County and Contractor agree to reform the Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision.

d) Attorney's Fees and Costs. The County and Contractor agree that in the event any cause of action or administrative proceeding is initiated or defended by any party relative to the enforcement or interpretation of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees and court costs as an award against the non-prevailing party and shall include attorney's fees and courts costs in appellate proceedings.

e) Binding Effect. The terms, covenants, conditions, and provisions of this Agreement shall bind and inure to the benefit of the County and Contractor and their respective legal representatives, successors, and assigns.

f) Authority. Each party represents and warrants to the other that the execution, delivery and performance of this Agreement have been duly authorized by all necessary County and corporate action, as required by law. Each party agrees that it has had ample opportunity to submit this Contract to legal counsel of its choice and enters into this agreement freely, voluntarily and with advice of counsel.

g) Claims for Federal or State Aid. Contractor and County agree that each shall be, and is, empowered to apply for, seek, and obtain federal and state funds to further the purpose of this Agreement; provided that all applications, requests, grant proposals, and funding solicitations shall be approved by each party prior to submission.

h) Adjudication of Disputes or Disagreements. County and Contractor agree that all disputes and disagreements shall be attempted to be resolved by meet and confer sessions between representatives of each of the parties. If the issue or issues are still not resolved to the satisfaction of the parties, then any party shall have the right to seek

such relief or remedy as may be provided by this Agreement or by Florida law. This Agreement is not subject to arbitration.

i) Cooperation. In the event any administrative or legal proceeding is instituted against either party relating to the formation, execution, performance, or breach of this Agreement, County and Contractor agree to participate, to the extent required by the other party, in all proceedings, hearings, processes, meetings, and other activities related to the substance of this Agreement or provision of the services under this Agreement. County and Contractor specifically agree that no party to this Agreement shall be required to enter into any arbitration proceedings related to this Agreement.

j) Nondiscrimination. County and Contractor agree that there will be no discrimination against any person, and it is expressly understood that upon a determination by a court of competent jurisdiction that discrimination has occurred, this Agreement automatically terminates without any further action on the part of any party, effective the date of the court order. County or Contractor agree to comply with all Federal and Florida statutes, and all local ordinances, as applicable, relating to nondiscrimination. These include but are not limited to: 1) Title VII of the Civil Rights Act of 1964 (PL 88-352), which prohibit discrimination in employment on the basis of race, color, religion, sex, and national origin; 2) Title IX of the Education Amendment of 1972, as amended (20 USC §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; 3) Section 504 of the Rehabilitation Act of 1973, as amended (20 USC § 794), which prohibits discrimination on the basis of handicaps; 4) The Age Discrimination Act of 1975, as amended (42 USC §§ 6101-6107), which prohibits discrimination on the basis of age; 5) The Drug Abuse Office and Treatment Act of 1972 (PL 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; 6) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (PL 91 616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; 7) The Public Health Service Act of 1912, §§ 523 and 527 (42 USC §§ 690dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; 8) Title VIII of the Civil Rights Act of 1968 (42 USC §§ 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; 9) The Americans with Disabilities Act of 1990 (42 USC §§ 12101), as amended from time to time, relating to nondiscrimination in employment on the basis of disability; 10) Monroe County Code Chapter 14, Article II, which prohibits discrimination on the basis of race, color, sex, religion, national origin, ancestry, sexual orientation, gender identity or expression, familial status or age; and 11) any other nondiscrimination provisions in any federal or state statutes which may apply to the parties to, or the subject matter of, this Agreement.

k) Covenant of No Interest. County and Contractor covenant that neither presently has any interest, and shall not acquire any interest, which would conflict in any manner or degree with its performance under this Agreement, and that only interest of each is to perform and receive benefits as recited in this Agreement.

l) Code of Ethics. County agrees that officers and employees of the County recognize and will be required to comply with the standards of conduct for public officers and employees as delineated in Section 112.313, Florida Statutes, regarding, but not limited to, solicitation or acceptance of gifts; doing business with one's agency;

unauthorized compensation; misuse of public position, conflicting employment or contractual relationship; and disclosure or use of certain information.

m) No Solicitation/Payment. The County and Contractor warrant that, in respect to itself, it has neither employed nor retained any company or person, other than a bona fide employee working solely for it, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for it, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of the provision, the Contractor agrees that the County shall have the right to terminate this Agreement without liability and, at its discretion, to offset from monies owed, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

n) Public Records Compliance. Contractor must comply with Florida public records laws, including but not limited to Chapter 119, Florida Statutes and Section 24 of article I of the Constitution of Florida. The County and Contractor shall allow and permit reasonable access to, and inspection of, all documents, records, papers, letters or other "public record" materials in its possession or under its control subject to the provisions of Chapter 119, Florida Statutes, and made or received by the County and Contractor in conjunction with this contract and related to contract performance. The County shall have the right to unilaterally cancel this contract upon violation of this provision by the Contractor. Failure of the Contractor to abide by the terms of this provision shall be deemed a material breach of this contract and the County may enforce the terms of this provision in the form of a court proceeding and shall, as a prevailing party, be entitled to reimbursement of all attorney's fees and costs associated with that proceeding. This provision shall survive any termination or expiration of the contract.

The Contractor is encouraged to consult with its advisors about Florida Public Records Law in order to comply with this provision.

Pursuant to F.S. 119.0701 and the terms and conditions of this contract, the Contractor is required to:

(1) Keep and maintain public records that would be required by the County to perform the service.

(2) Upon receipt from the County's custodian of 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 this chapter 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 that would be 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 County's custodian of records, in a format that is compatible with the information technology systems of the County.

(5) A request to inspect or copy public records relating to a County contract must be made directly to the County, but if the County does not possess the requested records, the County shall immediately notify the Contractor of the request, and the Contractor must provide the records to the County or allow the records to be inspected or copied within a reasonable time.

If the Contractor does not comply with the County's request for records, the County shall enforce the public records contract provisions in accordance with the contract, notwithstanding the County's option and right to unilaterally cancel this contract upon violation of this provision by the Contractor. A Contractor who fails to provide the public records to the County or pursuant to a valid public records request within a reasonable time may be subject to penalties under Section 119.10, Florida Statutes.

Contractor shall not transfer custody, release, alter, destroy or otherwise dispose of any public records unless or otherwise provided in this provision or as otherwise provided by law.

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, BRIAN BRADLEY, AT (305) 292-3470, BRADLEY-BRIAN@MONROECOUNTY-FL.GOV, MONROE COUNTY ATTORNEY'S OFFICE, 1111 12th STREET, SUITE 408, KEY WEST, FL 33040.

o) Non-Waiver of Immunity. Notwithstanding the provisions of Sec. 768.28, Florida Statutes, the participation of the Contractor and the County in this Agreement and the acquisition of any commercial liability insurance coverage, self-insurance coverage, or local government liability insurance pool coverage shall not be deemed a waiver of immunity to the extent of liability coverage, nor shall any contract entered into by the County be required to contain any provision for waiver.

p) Privileges and Immunities. All of the privileges and immunities from liability, exemptions from laws, ordinances, and rules and pensions and relief, disability, workers' compensation, and other benefits which apply to the activity of officers, agents, or employees of any public agents or employees of the County, when performing their respective functions under this Agreement within the territorial limits of the County shall apply to the same degree and extent to the performance of such functions and duties of such officers, agents, volunteers, or employees outside the territorial limits of the County.

q) Legal Obligations and Responsibilities: Non-Delegation of Constitutional or Statutory Duties. This Agreement is not intended to, nor shall it be construed as, relieving

any participating entity from any obligation or responsibility imposed upon the entity by law except to the extent of actual and timely performance thereof by any participating entity, in which case the performance may be offered in satisfaction of the obligation or responsibility. Further, this Agreement is not intended to, nor shall it be construed as, authorizing the delegation of the constitutional or statutory duties of the County, except to the extent permitted by the Florida constitution, state statute, and case law.

r) Non-Reliance by Non-Parties. No person or entity shall be entitled to rely upon the terms, or any of them, of this Agreement to enforce or attempt to enforce any third-party claim or entitlement to or benefit of any service or program contemplated hereunder, and the County and the Contractor agree that neither the County nor the Contractor or any agent, officer, or employee of either shall have the authority to inform, counsel, or otherwise indicate that any particular individual or group of individuals, entity or entities, have entitlements or benefits under this Agreement separate and apart, inferior to, or superior to the community in general or for the purposes contemplated in this Agreement.

s) Attestations. Contractor agrees to execute such documents as the County may reasonably require, to include a Public Entity Crime Statement, an Ethics Statement, and a Drug-Free Workplace Statement.

t) No Personal Liability. No covenant or agreement contained herein shall be deemed to be a covenant or agreement of any member, officer, agent or employee of Monroe County in his or her individual capacity, and no member, officer, agent or employee of Monroe County shall be liable personally on this Agreement or be subject to any personal liability or accountability by reason of the execution of this Agreement.

u) Execution in Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be regarded as an original, all of which taken together shall constitute one and the same instrument and any of the parties hereto may execute this Agreement by signing any such counterpart.

v) Hold Harmless and Indemnification. Notwithstanding any minimum insurance requirements prescribed elsewhere in this agreement, Contractor shall defend, indemnify and hold the COUNTY and the COUNTY's elected and appointed officers and employees harmless from and against (i) any claims, actions or causes of action, (ii) any litigation, administrative proceedings, appellate proceedings, or other proceedings relating to any type of injury (including death), loss, damage, fine, penalty or business interruption, and (iii) any costs or expenses that may be asserted against, initiated with respect to, or sustained by, any indemnified party by reason of, or in connection with, (A) any activity of Contractor or any of its employees, agents, contractors or other invitees during the term of this Agreement, (B) the negligence or willful misconduct of Contractor or any of its employees, agents, sub-contractors or other invitees, or (C) Contractor's default in respect of any of the obligations that it undertakes under the terms of this Agreement, except to the extent the claims, actions, causes of action, litigation, proceedings, costs or expenses arise from the intentional or sole negligent acts or omissions of the COUNTY or any of its employees, agents, contractors or invitees (other than Contractor). The monetary limitation of liability under this contract shall be equal to the dollar value of the contract and not less than \$1 million per occurrence pursuant to Section 725.06, Florida

Statutes. Insofar as the claims, actions, causes of action, litigation, proceedings, costs or expenses relate to events or circumstances that occur during the term of this Agreement, this section will survive the expiration of the term of this Agreement or any earlier termination of this Agreement.

In the event that the completion of the project (to include the work of others) is delayed or suspended as a result of the Contractor's failure to purchase or maintain the required insurance, the Contractor shall indemnify the County from any and all increased expenses resulting from such delay. Should any claims be asserted against the County by virtue of any deficiency or ambiguity in the plans and specifications provided by the Contractor, the Contractor agrees and warrants that the Contractor shall hold the County harmless and shall indemnify it from all losses occurring thereby and shall further defend any claim or action on the County's behalf.

w) Section Headings. Section headings have been inserted in this Agreement as a matter of convenience of reference only, and it is agreed that such section headings are not a part of this Agreement and will not be used in the interpretation of any provision of this Agreement.

x) Disadvantaged Business Enterprise (DBE) Policy and Obligation. It is the policy of the County that DBE's, as defined in C.F.R. Part 26, as amended, shall have the opportunity to participate in the performance of contracts financed in whole or in part with County funds under this agreement. The DBE requirements of applicable federal and state laws and regulations apply to this Agreement. The County and its Contractor agree to ensure that DBE's have the opportunity to participate in the performance of the Agreement. In this regard, all recipients and contractors shall take all necessary and reasonable steps in accordance with applicable federal and state laws and regulations to ensure that DBE's have the opportunity to compete and perform contracts. The County and Contractor and subcontractors shall not discriminate on the basis of race, color, national origin or sex in award and performance of contracts, entered pursuant to this Agreement.

y) Agreements with Subcontractors. In the event that the Contractor subcontracts any or all of the work in this project to any third party, the Contractor specifically agrees to identify the COUNTY as an additional insured on all insurance policies required by the County. In addition, the Contractor specifically agrees that all agreements or contracts of any nature with his subcontractors shall include the COUNTY as additional insured.

Special Conditions, if any are detailed in Section 00990 of the Project Manual for this Project.

ARTICLE 8
FEDERALLY REQUIRED CONTRACT PROVISIONS
(applicable only if the project is being funded with a federal grant)

The Contractor and its subcontractors must follow the provisions, as applicable, as set forth in 2 C.F.R. §200.326 Contract Provisions and 2 C.F.R., Appendix II to Part 200, as amended, including but not limited to:

8.1 Equal Employment Opportunity (41 CFR part 60-1.3). During the performance of this Agreement, the Contractor agrees as follows:

(a) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(b) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(c) The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee, who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions, discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.

(d) The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the Contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(e) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(f) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(g) In the event of the Contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may

be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(g) The Contractor will include the portion of the sentence immediately preceding sub-paragraph (a) and the provisions of paragraphs (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for non-compliance; provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

8.2 Clean Air Act (42 U.S.C. §§7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. §§1251-1387) as amended (for contracts and subgrants in excess of \$150,000). Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§7401-7671q.) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§1251-1387) and will report violations to FEMA and the Regional Office of the Environmental Protection Agency (EPA). The Clean Air Act (42 U.S.C. §§7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. §§1251-1387), as amended, applies to Contracts and subgrants of amounts in excess of \$150,000.

8.3 Davis-Bacon Act, as amended (40 U.S.C. §§3141-3148). When required by Federal program legislation, which includes emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant program, Port Security Grant Program and Transit Security Grant Program, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must comply with the Davis-Bacon Act (40 U.S.C. §§3141-3144, and §§3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. If applicable, the COUNTY must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation (attached hereto as Exhibit "A" and made a part hereof). The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The County must report all suspected or reported violations to the Federal awarding agency. When required by Federal program legislation, which includes emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program and Transit Security Grant Program (it does not

apply to other FEMA grant and cooperative agreement programs, including the Public Assistance Program), the contractors must also comply with the Copeland "Anti-Kickback" Act (40 U.S.C. §3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). As required by the Act, each Contractor or subrecipient is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The County must report all suspected or reported violations to the Federal awarding agency.

a. The Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

b. Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

c. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a Contractor and subcontractor as provided in 29 C.F.R. § 5.12.

8.4 Contract Work Hours and Safety Standards Act (40 U.S.C. §§3701-3708). Where applicable, which includes all FEMA grant and cooperative agreement programs, all contracts awarded by the County in excess of \$100,000 that involve the employment of mechanics or laborers must comply with 40 U.S.C. §§3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. §3702 of the Act, each Contractor must compute the wages of every mechanic and laborer based on a standard workweek of forty (40) hours. Work in excess of the standard workweek is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of forty (40) hours in the workweek. The requirements of 40 U.S.C. §3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

8.5 Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

8.6 Debarment and Suspension (Executive Orders 12549 and 12689). A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

8.7 Byrd Anti-Lobbying Amendment (31 U.S.C. §1352). Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. §1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

8.8 Compliance with Procurement of Recovered Materials as set forth in 2 CFR § 200.322. Contractor must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designed in guidelines of the Environmental Protection Agency (EPA at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. (1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired; (i) Competitively within a timeframe providing for compliance with the contract performance schedule; (ii) Meeting contract performance requirements; or (iii) At a reasonable price. (2) Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

8.9 Prohibition on certain telecommunications and video surveillance services or equipment as set forth in 2 CFR § 200.216. Recipients and subrecipients and their contractors and subcontractors may not obligate or expend any federal funds to (1) Procure or obtain; (2) Extend or renew a contract to procure or obtain; or (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

8.10 Domestic preference for procurements as set forth in 2 CFR §200.322 The County and Contractor should, to the great extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). These requirements of this section must be included in all subawards including contracts and purchase orders for work or products under federal award. For purposes of this section:

(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. (2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

8.11 Americans with Disabilities Act of 1990 (ADA), as amended. The Contractor will comply with all the requirements as imposed by the ADA, the regulations of the Federal government issued thereunder, and the assurance by the Contractor pursuant thereto.

8.12 Disadvantaged Business Enterprise (DBE) Policy and Obligation. It is the policy of the County that DBE's, as defined in 49 C.F.R. Part 26, as amended, shall have the opportunity to participate in the performance of contracts financed in whole or in part with County funds under this Agreement. The DBE requirements of applicable federal and state laws and regulations apply to this Agreement. The County and its Contractor agree to ensure that DBE's have the opportunity to participate in the performance of this Agreement. In this regard, all recipients and contractors shall take all necessary and reasonable steps in accordance with 2 C.F.R. §200.321 (as set forth below), applicable federal and state laws and regulations to ensure that the DBE's have the opportunity to compete for and perform contracts. The County and the Contractor and subcontractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts, entered pursuant to this Agreement.

8.13 2 C.F.R. §200.321 - CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS:

a. If the Contractor, with the funds authorized by this Agreement, seeks to subcontract goods or services, then, in accordance with 2 C.F.R. §200.321, the Contractor shall take the following affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used whenever possible.

b. Affirmative steps must include:

i. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

ii. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

iii. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

iv. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;

v. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

vi. Requiring the Prime Contractor, if subcontractors are to be let, to take the affirmative steps listed in paragraph (i) through vi) of this section.

8.14 The Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Contractor during the term of the Contract and shall expressly require any subcontractors performing work or providing services pursuant to the Contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Contract term.

ARTICLE 9

Termination or Suspension

9.1 The Contract may be terminated by the Owner as provided in Article 14 of the General Conditions.

ARTICLE 10

Enumeration of Contract Documents

10.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated as follows: (Insert information here).

a) Drawings:

b) Project Manual:

10.1.1 The Agreement is this executed Standard Form of Agreement Between Owner and Contractor.

10.1.2 The General Conditions are the General Conditions of the Contract for Construction.

10.1.3 The Supplementary and other Conditions of the Contract are those contained in the Project Manual dated: _____

10.1.4 The Addenda, if any, are as follows:

<u>Number</u>	<u>Date</u>	<u>Page</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

10.1.5 The Alternates, if any, are as follows:

Alternate No. 1:

END ALTERNATES

This Agreement is entered into as of the day and year first written above and is executed in at least four original copies of which one is to be delivered to the Contractor. Execution by the Contractor must be by a person with authority to bind the entity.

**SIGNATURE OF THE PERSON EXECUTING THE DOCUMENT MUST BE
NOTARIZED AND WITNESSED BY ANOTHER OFFICER OF THE ENTITY.**

(SEAL)
Attest: Kevin Madok, Clerk

**BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA**

By: _____
As Deputy Clerk
Date _____

By: _____
Mayor/Chairman

(SEAL)

CONTRACTOR

Attest:
By: _____

By: _____

Print Name: _____

Print name: _____

Title: _____

Title: _____

Date: _____

Date: _____

And:
By: _____

Print Name: _____

Title: _____

Date: _____

STATE OF FLORIDA
COUNTY OF _____

Subscribed and sworn to (or affirmed) before me, by means of ☐ physical presence or ☐ online notarization, on _____ (date) by _____ (name of affiant). He/She is personally known to me or has produced _____ (type of identification) as identification.

By: _____
Notary Public

Print Name

My commission expires: _____

Seal

GENERAL REQUIREMENTS

Section 00750	General Conditions
Section 00970	Project Safety and Health Plan
Section 00980	Contractor Quality Control Plan
Section 00990	Special Conditions
Section 01010	Summary of Work
Section 01015	Contractor's Use of the Premises
Section 01027	Application for Payment
Section 01030	Alternates
Section 01040	Project Coordination
Section 01045	Cutting and Patching
Section 01050	Field Engineering
Section 01200	Project Meetings
Section 01301	Submittals
Section 01310	Progress Schedules
Section 01370	Schedule of Values
Section 01385	Daily Construction Reports
Section 01395	Request for Information – (RFI)
Section 01400	Quality Control
Section 01410	Testing Laboratory Services
Section 01421	Reference Standards and Definitions
Section 01500	Temporary Facilities
Section 01520	Construction Aids
Section 01550	Access Roads and Parking Areas
Section 01560	Temporary Controls
Section 01590	Field Offices and Sheds
Section 01595	Construction Cleaning
Section 01600	Material and Equipment
Section 01630	Post-Proposal Substitutions
Section 01640	Product Handling
Section 01700	Contract Closeout
Section 01710	Final Cleaning
Section 01720	Project Record Documents
Section 01730	Operation and Maintenance Data
Section 01740	Warranties

General Conditions of the Contract for Construction

Table of Articles

1. General Provisions
2. Owner
3. Contractor
4. Administration of the Contract
5. Subcontractors
6. Construction by Owner or By Other Contractors
7. Changes in the Work
8. Time
9. Payments and Completion
10. Protection of Persons and Property
11. Insurance and Bonds
12. Uncovering and Correction of Work
13. Miscellaneous Provisions
14. Termination or Suspension of the Contract

SECTION 00750 -GENERAL CONDITIONS OF THE CONTRACT

1.0 GENERAL PROVISIONS

1.1 Basic Definitions

1.1.1 The Contract Documents: The Contract Documents consist of the Agreement between Owner and Contractor, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, addenda issued prior to execution of the Contract, Owners proposal documents, other documents listed in the Agreement and Modifications issued after execution of the Contract, and the Contractor's proposal and supporting documentation. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive or (4) a written order for a minor change in the Work issued by WSP /Engineer.

1.1.2 The Contract: The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Engineer and Contractor, (2) between Sustainability Manager and Contractor, (3) between the WSP /Engineer and Sustainability Manager, (4) between the Owner and a Subcontractor or (5) between any persons or entities other than the Owner and Contractor. The Owner shall, however, be entitled to enforce the obligations under the Contract intended to facilitate performance of the duties of Sustainability Manager and WSP /Engineer.

1.1.3 The Work: The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

1.1.4 The Project: The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by other Contractors and by the Owner's own forces including persons or entities under separate contracts not administered by Sustainability Manager.

1.1.5 The Drawings: The Drawings are the graphic and pictorial portions of the Contract Documents, wherever located and whenever issued, showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules and diagrams.

1.1.6 The Specifications: The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, construction systems, standards and workmanship for the Work, and performance of related services.

1.1.7 The Project Manual: The Project Manual is the volume usually assembled for the Work which may include the proposal requirements, sample forms, Conditions of the Contract and Specifications.

1.2 Execution, Correlation and Intent

1.2.2 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become familiar with local conditions under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents.

1.2.3 The intent of the Contract Document is to include all items necessary for the proper execution and completion of the Work by the contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the intended results.

1.2.4 Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

1.2.5 Unless otherwise stated in the Contract Documents, words which have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

1.2.6 Where on any of the drawings a portion of the Work is drawn out and the remainder is indicated in outline, the parts drawn out shall also apply to all other like portions of the Work.

1.3 Ownership and Use of Engineer's Drawings, Specifications and Other Documents

1.3.1 The Drawing, Specifications and other documents prepared by the WSP /Engineer are instruments of the Engineer's service through which the Work to be executed by the Contractor is described. The Contractor may retain one contract record set. Neither the Contractor nor any Subcontractor, Sub-subcontractor or material or equipment supplier shall own or claim a copyright in the Drawings, Specifications and other documents prepared by the WSP /Engineer. All copies of them, except the Contractor's record set, shall be returned or suitably accounted for to WSP /Engineer on request, upon completion of the Work. The Drawings, Specifications and other documents prepared by the Engineer, and copies thereof furnished to the Contractor, are for use solely with respect to the Project. They are not to be used by the Contractor or any Subcontractor, Sub-subcontractor or material or equipment suppliers unless they are granted a limited license to use and reproduce applicable portions of the Drawings, Specifications and other documents prepared by the Engineer appropriate to and for use in the execution of their Work under the Contract Documents. All copies made under this license shall bear the statutory copyright notice, if any, shown on the Drawings, Specifications and other documents prepared by the Engineer. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with this Project is not to be construed as publication in derogation of copyright or other reserved rights

1.3.2 Unless otherwise provided in the Contract Documents, the Contractor will be furnished, two (2) original sealed copies and one (1) electronic copy of Drawings, Specifications and the Project Manual free of charge for the execution of the Work. Additional copies may be obtained from WSP /Engineer at a fee of \$5.00 per page for full size drawings (.25 per page for written specifications or 11"x 17" drawings).

1.4 Capitalization

1.4.1 Terms capitalized in these General Conditions include those which are (1) specifically defined, (2) the titles of numbered articles and identified references to Paragraphs, Subparagraphs and Clauses in the document or (3) the titles of other documents published by the American Institute of Architects.

1.5 Interpretation

1.5.1 In the interest of brevity the Contract Documents frequently omit modifying words such as “all” and “any” and articles such as “the” and “an,” but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

2.0 OWNER

2.1 Definition

2.1.1 The Owner is Monroe County. The term “Owner” means the Owner or the Owner’s authorized representative.

2.2 Information and Services Required of the Owner

2.2.2 Not applicable

2.2.3 Not applicable

2.2.4 Information or services under the Owner’s control shall be furnished by the Owner with reasonable promptness to avoid delay in orderly progress of the Work.

2.2.5 Unless otherwise provided in the Contract Documents, the Contractor will be furnished two (2) original sealed copies and one (1) electronic copy of Drawings, Specifications and the Project Manual free of charge for the execution of the Work as provided in Subparagraph 1.3.2.

2.2.6 The Owner shall forward all communications to the Contractor through Sustainability Manager and may contemporaneously provide the same communications to the Engineer.

2.2.7 The foregoing is in addition to other duties and responsibilities of the Owner enumerated herein and especially those in respect to Article 6 (Construction by Owner or by Other Contractors), Article 9 (Payments and Completion) and Article 11 (Insurance and Bonds).

2.3 Owner’s Right to Stop the Work

2.3.1 If the Contractor fails to correct Work which is not in accordance with the requirements of the contract Documents as required by Paragraph 12.2 or persistently fails to carry out Work in accordance with the Contract Documents, the Owner, by written order signed personally or by an agent specifically so empowered by the Owner, may order the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity.

2.4 Owner’s Right to Carry Out the Work

2.4.1 If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a three-day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may after such three-day period give the Contractor a second written notice to correct such deficiencies within a three-day period. If the Contractor within such second three-day period after receipt of such second notice fails to commence and continue to correct any deficiencies, the Owner may, without prejudice to other remedies the Owner may have, correct such deficiencies. In such case an appropriate Change Order shall be issued deducting from payments then or thereafter due the Contractor the cost of correcting such deficiencies, including compensation for another contractor or subcontractor or Sustainability Manager’s and Engineer’s and their respective consultants’ additional services and expenses made necessary by such

default, neglect or failure. If payments then, or thereafter, due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner. In the event of clean-up issues, Owner has right to provide a minimum of 24 hours' notice. In the event of safety issues determined to be of a serious nature, as determined by WSP/Engineer, notice will be given, and contractor is required to rectify deficiency immediately.

3.0 CONTRACTOR

3.1 Definition

3.1.1 The Contractor is the person or entity identified as such in the Agreement and is referred to throughout this Agreement as if singular in number. The term "Contractor" means the Contractor or the Contractor's authorized representative.

3.1.2 The plural term "Contractors" refers to persons or entities who perform construction under Conditions of the Contract that are administered by Sustainability Manager, and that are identical or substantially similar to these Conditions.

3.2 Review of Contract Documents and Field Conditions by Contractor

3.2.1 The Contractor shall carefully study and compare the Contract Documents with each other and with information furnished by the Owner pursuant to Subparagraph 2.2.2 and shall at once report to WSP /Engineer errors, inconsistencies or omissions discovered. The Contractor shall not be liable to the Owner, Sustainability Manager or WSP /Engineer for damage resulting from errors, inconsistencies or omissions in the Contract Documents unless the Contractor recognized such error, inconsistency or omission and knowingly failed to report it to WSP /Engineer. If the Contractor performs any construction activity knowing it involves a recognized error, inconsistency or omission in the Contract Documents without such notice to WSP /Engineer, the Contractor shall assume appropriate responsibility for such performance and shall bear an appropriate amount of the attributable costs for correction.

3.2.2 The Contractor shall take field measurements and verify field conditions and shall carefully compare such field measurements and conditions and other information known to the Contractor with the Contract Documents before commencing activities. Errors, inconsistencies or omissions discovered shall be reported to WSP /Engineer at once.

3.2.3 The Contractor shall perform the Work in accordance with the Contract Documents and submittals approved pursuant to Paragraph 3.12.

3.3 Supervision and Construction Procedures

3.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under this Contract, subject to overall coordination of WSP /Engineer as provided in Subparagraphs 4.6.3 and 4.6.5.

3.3.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons performing portions of the Work under a contract with the Contractor.

3.3.3 The Contractor shall not be relieved of obligations to perform the Work in accordance with the Contract Documents either by activities or duties of Sustainability Manager or WSP /Engineer

in its administration of the Contract, or by test, inspections or approvals required or performed by persons other than the Contractor.

3.3.4 The Contractor shall inspect portions of the Project related to the Contractor's Work in order to determine that such portions are in proper condition to receive subsequent work.

3.3.5 The Contractor shall verify that the Construction Documents being worked with are the most recent and updated available, including all Addenda information. Also the Contractor will perform the work strictly in accordance with this contract.

3.4 Labor and Materials

3.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

3.4.2 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Contract. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.

3.4.3 The Contractor is responsible for the conduct of his employees at all times. Misconduct, destruction of property, unsafe practices, or violation of any Federal or State regulations including abuse of alcohol or drugs, will be cause for permanent dismissal from the project. If any Contractor's employee is determined to be detrimental to the Project, as deemed by WSP /Engineer, the Contractor will remove and/or replace the employee at the request of WSP /Engineer. Employees dismissed from the project will be transported from the job site at the Contractor's expense.

3.4.4 The Contractor shall be totally responsible for the security of his work, materials, equipment, supplies, tools, machinery, and construction equipment.

3.4.5 The Contractor shall be responsible for complete, timely and accurate field measurements as necessary for proper coordination, fabrication and installation of his materials and equipment. The Contractor agrees to cooperate with WSP /Engineer, if required, to accommodate any discovered variations or deviations from the Drawings and Specifications so that the progress of the Work is not adversely affected.

3.5 Warranty

3.5.1 The Contractor warrants to the Owner, Sustainability Manager and WSP /Engineer that materials and equipment furnished under the Contract will be of good quality and new unless otherwise required or permitted by the Contract Documents, that the Work will be free from defects not inherent in the quality required or permitted, and that the Work will conform with the requirements of the Contract Documents. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, modifications not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear under normal usage. If required by WSP /Engineer, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

3.6 Taxes

3.6.1 The Contractor shall pay sales, consumer, use and similar taxes for the Work or portions thereof provided by the Contractor which are legally enacted when bids are received, or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.

3.7 Permits, Fees and Notices

3.7.1 The County and/or the Engineer/ WSP has applied for the applicable environmental and County permits. However, the Contractor shall secure and pay for licenses, inspections, testing, and surveys required by Federal, State, or Municipal entities having jurisdiction over the project for the proper execution and completion of the Work which are customarily secured after execution of the Contract and which are legally required at the time bids are received.

3.7.2 The Contractor shall comply with and give notices required by laws, ordinances, rules, regulations and lawful orders of public authorities bearing on performance of the Work.

3.7.3 It is not the Contractor's responsibility to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, building codes, and rules and regulations. However, if the Contractor observes that portions of the Contract Documents are at variance therewith, the Contractor shall promptly notify Sustainability Manager, WSP /Engineer and Owner in writing, and necessary changes shall be accomplished by appropriate Modification.

3.7.4 If the Contractor performs Work knowing it to be contrary to laws, statutes, ordinances, building codes, and rules and regulations without such notice to Sustainability Manager, WSP /Engineer and Owner, the Contractor shall assume full responsibility for such Work and shall bear the attributable costs.

3.8 Not applicable

3.9 Superintendent

3.9.1 The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor. Important communications shall be confirmed in writing. Other communications shall be similarly confirmed on written request in each case. The superintendent shall be satisfactory to WSP /Engineer and shall not be changed except with the consent of WSP /Engineer, unless the superintendent proves to be unsatisfactory to the Contractor or ceases to be in his employ.

3.10 Contractor's Construction Schedule

3.10.1 The Contractor, promptly after being awarded the Contract, shall prepare and submit for the Owner's and WSP /Engineer's information and Sustainability Manager's approval a Contractor's Construction Schedule for the Work. Such schedule shall not exceed time limits current under the Contract Documents, shall be revised at appropriate intervals as required by the conditions of the Work and Project, shall be related to the entire Project construction schedule to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work. This schedule, to be submitted within five (5) days after Notice to Proceed, shall indicate the dates for the starting and completion of the various stages of construction, shall be revised as required by the conditions of the Work, and shall be subject to Sustainability Manager's approval.

3.10.2 The Contractor shall cooperate with WSP /Engineer in scheduling and performing the Contractor's Work to avoid conflict, delay in or interference with the Work of other Contractors or the construction or operations of the Owner's own forces.

3.10.4 The Contractor shall conform to the most recent schedules.

3.10.5 WSP /Engineer will schedule and conduct a project meeting at a minimum of one meeting per **week** in each month which the Contractor shall attend. At this meeting, the parties can discuss jointly such matters as progress, scheduling, and problems.

3.11 Documents and Samples at the Site

3.11.1 The Contractor shall maintain at the site for the Owner one record copy of the Drawings, Specifications, addenda, Change Orders and other Modifications, in good order and marked currently to record changes and selections made during construction, and in addition approved Shop Drawings, Product Data, Samples and similar required submittals. These shall be available to Sustainability Manager and WSP /Engineer and shall be delivered to WSP /Engineer for submittal to the Owner upon completion of the Work.

3.12 Shop Drawings, Product Data and Samples

3.12.1 Shop Drawings are drawings, diagrams, schedules and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier or distributor to illustrate some portion of the Work.

3.12.2 Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

3.12.3 Samples are physical examples which illustrate materials, equipment or workmanship and establish standards by which the Work will be judged.

3.12.4 Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents. The purpose of their submittal is to demonstrate for those portions of the Work for which submittals are required the way the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents. Review by WSP /Engineer is subject to the limitations of Subparagraph 4.6.12.

3.12.5 The Contractor shall review, approve and submit to WSP /Engineer, in accordance with the schedule and sequence approved by Sustainability Manager, Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents. The Contractor shall cooperate with WSP /Engineer in the coordination of the Contractor's Shop Drawings, Product Data, Samples and similar submittals with related documents submitted by other Contractors. Submittals made by the Contractor which are not required by the Contract Documents may be returned without action.

3.12.6 The Contractor shall perform no portion of the Work requiring submittal and review of Shop Drawings, Product Data, Samples or similar submittals until the respective submittal has been approved by WSP /Engineer. Such Work shall be in accordance with approved submittals.

3.12.7 By approving and submitting Shop Drawings, Product Data, Samples and similar submittals, the Contractor represents that the Contractor has determined and verified materials, field measurements and field construction criteria related thereto, or will do so, and has checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

3.12.8 The Contractor shall not be relieved of responsibility for deviations from requirements of the Contract Documents by WSP /Engineer approval of Shop Drawings, Product Data, Samples or similar submittals unless the Contractor has specifically informed Sustainability Manager and WSP /Engineer in writing of such deviation at the time of submittal and WSP /Engineer has given written approval to the specific deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples or similar submittals by WSP /Engineer's approval thereof.

3.12.9 The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples or similar submittals, to revisions other than those requested by Sustainability Manager and WSP /Engineer on previous submittals.

3.12.10 Informational submittals upon which WSP /Engineer are not expected to take responsive action may be so identified in the Contract Documents.

3.12.11 When professional certification of performance criteria of materials, systems or equipment is required by the Contract Documents, WSP /Engineer shall be entitled to rely upon the accuracy and completeness of such calculations and certifications.

3.12.12 If materials specified in the Contract Documents are not available on the present market, the Contractor may submit data on substitute materials to WSP/Engineer for approval by the Owner.

3.13 Use of Site

3.13.1 The Contractor shall confine operations at the site to areas permitted by law, ordinances, permits and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

3.13.2 The Contractor shall coordinate the Contractor's operations with, and secure the approval of, WSP/Engineer before using any portion of the site.

3.14 Cutting and Patching

3.14.1 The Contractor shall be responsible for cutting, fitting or patching required to complete the Work or to make its parts fit together properly; He shall also provide protection of existing work as required.

3.14.2 The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner's own forces or of other Contractors by cutting, patching, excavating or otherwise altering such construction. The Contractor shall not cut or otherwise alter such construction by other Contractors or by the Owner's own forces except with written consent of WSP/Engineer, Owner and such other contractors: such consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold from the other Contractors or the Owner the Contractor's consent to cutting or otherwise altering the Work. When structural members are involved, the written consent of Sustainability Manager shall also be required. The Contractor shall not unreasonably withhold from WSP/Engineer or any separate contractor his consent to cutting or otherwise altering the Work.

3.14.3 The Contractor shall arrange for any blockouts, cutouts, or openings required for the installation of his materials and equipment and the execution of his work, whether or not shown or indicated on the Drawings. The Contractor shall be further responsible for sealing and/or finishing, in an acceptable fashion and meeting any applicable code requirements, and such block-out, cutout opening, or other hole in any fire-related floor, ceiling, wall, security wall, or any other finished surface.

3.15 Cleaning Up

3.15.1 The Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the Work the Contractor shall remove from and about the project waste materials rubbish, the Contractor's tools, construction equipment, machinery and surplus materials. Clean up shall be performed to the satisfaction of the Owner or WSP/Engineer.

3.15.2 If the Contractor fails to clean up as provided in the Contract Documents, WSP/Engineer may do so with the Owner's approval and the cost thereof shall be charged to the Contractor.

3.16 Access to Work

3.16.1 The Contractor shall provide the Owner, Sustainability Manager and WSP/Engineer access to the Work in preparation and progress wherever located.

3.17 Royalties and Patents

3.17.1 The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of patent rights and shall hold the Owner, Sustainability Manager and WSP/Engineer harmless from loss on account thereof but shall not be responsible for such defense or loss when a particular design, process or product of a particular manufacturer or manufacturers is required by the Contract Documents. However, if the Contractor has reason to believe that the required design, process or product is an infringement of a patent, the Contractor shall be responsible for such loss unless such information is promptly furnished to the WSP/Engineer and Sustainability Manager.

3.18 Indemnification and Hold Harmless

3.18.1 Notwithstanding any minimum insurance requirements prescribed elsewhere in this agreement, Contractor shall defend, indemnify and hold the COUNTY and the COUNTY's elected and appointed officers and employees harmless from and against (i) any claims, actions or causes of action, (ii) any litigation, administrative proceedings, appellate proceedings, or other proceedings relating to any type of injury (including death), loss, damage, fine, penalty or business interruption, and (iii) any costs or expenses that may be asserted against, initiated with respect to, or sustained by, any indemnified party by reason of, or in connection with, (A) any activity of Contractor or any of its employees, agents, contractors or other invitees during the term of this Agreement, (B) the negligence or willful misconduct of Contractor or any of its employees, agents, sub-contractors or other invitees, or (C) Contractor's default in respect of any of the obligations that it undertakes under the terms of this Agreement, except to the extent the claims, actions, causes of action, litigation, proceedings, costs or expenses arise from the intentional or sole negligent acts or omissions of the COUNTY or any of its employees, agents, contractors or invitees (other than Contractor). The monetary limitation of liability under this contract shall be equal to the dollar value of the contract and not less than \$1 million per occurrence pursuant to Section 725.06, Florida Statutes. Insofar as the claims, actions, causes of action, litigation, proceedings, costs or expenses relate to events or circumstances that occur during the term of this Agreement, this section will survive the expiration of the term of this Agreement or any earlier termination of this Agreement.

In the event that the completion of the project (to include the work of others) is delayed or suspended as a result of the Contractor's failure to purchase or maintain the required insurance, the Contractor shall indemnify the County from any and all increased expenses resulting from such delay. Should any claims be asserted against the County by virtue of any deficiency or ambiguity in the plans and specifications provided by the Contractor, the Contractor agrees and

warrants that the Contractor shall hold the County harmless and shall indemnify it from all losses occurring thereby and shall further defend any claim or action on the County's behalf.

4.0 ADMINISTRATION OF THE CONTACT

4.1 WSP/Engineer

4.1.1 The WSP/Engineer is the person lawfully licensed to practice engineering or any entity lawfully practicing engineering identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number.

4.2 Sustainability Manager

4.2.1 Sustainability Manager is the person identified as such in the Agreement and is referred to throughout the Contract Documents. The term "Sustainability Manager" means Monroe County Sustainability Program Manager or Sustainability Manager's authorized representative.

4.3 Duties, responsibilities and limitations of authority of Sustainability Manager and WSP/Engineer as set forth in the Contract Documents shall not be restricted, modified or extended without written consent of the Owner, Sustainability Manager, Engineer and Contractor. Consent shall not be unreasonably withheld.

4.4 In case of termination of employment of Engineer, the Owner shall appoint an Engineer whose status under the Contract Documents shall be that of the former Architect/Engineer.

4.5 Not Used

4.6 Administration of the Contract

4.6.1 Sustainability Manager and WSP/Engineer will provide administration of the Contract as described in the Contract Documents and will be the Owner's representatives (1) during construction, (2) until final payment is due and (3) with the Owner's concurrence, from time to time during the correction period described in Paragraph 12.2. Sustainability Manager and WSP/Engineer will advise and consult with the Owner and will have authority to act on behalf of the Owner only to the extent provided in the Contract Document, unless otherwise modified by written instrument in accordance with other provision of the Contract.

4.6.2 WSP/Engineer will determine in general that the Work is being performed in accordance with the requirements of the Contract Documents, will keep the Owner informed of the progress of the Work, and will endeavor to guard the Owner against defects and deficiencies in the Work.

4.6.3 WSP/Engineer will provide for coordination of the activities of other Contractors and of the Owner's own forces, if any, with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with other Contractors or subcontractors and WSP/Engineer Owner in reviewing their construction schedules when directed to do so. The Contractor shall make any revisions to the Construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall constitute the schedules to be used by the Contractor, other Contractors, WSP/Engineer and the Owner until subsequently revised.

4.6.4 Not used.

4.6.5 WSP/Engineer will visit the site at intervals appropriate to the stage of construction to become generally familiar with the progress and quality of the completed Work and to determine in general if the Work is being performed in a manner indicating that the Work, when completed,

will be in accordance with the Contract Documents. However, WSP or Sustainability Manager will not be required to make exhaustive or continuous onsite inspections to check quality or quantity of the Work. On the basis of on-site observations of WSP/Engineer, WSP will keep the Owner informed of progress of the Work, and will endeavor to guard the Owner against defects and deficiencies in the work.

4.6.6 Sustainability Manager and WSP/Engineer will not have control over or charge of and will not be responsible for construction means, method, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's responsibility as provided in Paragraph 3.3, and neither will be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents. Neither Sustainability Manager nor WSP/Engineer will have control over, or charge of, or be responsible for acts or omissions of the Contractor, Subcontractors, or their agents or employees, or of any other persons performing portions of the Work.

4.6.7 Communications Facilitating Contract Administration. Except as otherwise provided in the Contract Documents or when direct communications have been specially authorized, the Owner and Contractor shall communicate through Sustainability Manager, and shall contemporaneously provide the same communications to the WSP/Engineer. Communications by and with the Engineer's consultants shall be through the Engineer. Communications by and with Subcontractors and material suppliers shall be through the Contractor. Communications by and with other Contractors shall be through Sustainability Manager and shall be contemporaneously provided to the WSP/Engineer.

4.6.8 WSP/Engineer will review and certify all Applications for Payment by the Contractor, including final payment. WSP/Engineer will assemble each of the Contractor's Applications for Payment with similar Applications from other Contractor into a Project Application for Payment. After reviewing and certifying the amounts due the Contractors, the Project Application for Payment, along with the applicable Contractors' Applications for Payment, will be processed by Sustainability Manager.

4.6.9 Based on WSP/Engineer's observations and evaluations of Contractors' Applications for Payment, WSP/Engineer will certify the amounts due the Contractors and will issue a Project Approval for Payment.

4.6.10 WSP/Engineer will have authority to reject Work which does not conform to the Contract Documents, and to require additional inspection or testing, in accordance with Subparagraphs 13.5.2 and 13.5.3, whether or not such Work is fabricated, installed or completed, but will take such action only after notifying Sustainability Manager. Subject to review, Sustainability Manager will have the authority to reject Work which does not conform to the Contract Documents. Whenever WSP/Engineer considers it necessary or advisable for implementation of the intent of the Contract Documents, WSP/Engineer have authority to require additional inspection or testing of the work in accordance with Subparagraphs 13.5.2 and 13.5.3, whether or not such Work is fabricated, installed or completed. The foregoing authority of Sustainability Manager will be subject to the provisions of Subparagraphs 4.6.18 through 4.6.20 inclusive, with respect to interpretations and decisions of WSP/Engineer. However, neither WSP/Engineer's nor Sustainability Manager's authority to act under this Subparagraph 4.6.10 nor a decision made by either of them in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of WSP/Engineer or Sustainability Manager to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees, or other persons performing any of the Work.

4.6.11 WSP/Engineer will receive from the Contractor and review and approve all Shop Drawings, Product Data and Samples, coordinate them with information received from other Contractors, and review those recommended for approval. WSP/Engineer's actions will be taken with such reasonable promptness as to cause no delay in the Work of the Contractor or in the activities of other Contractors or the Owner.

4.6.12 WSP/Engineer will review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. WSP/Engineer's action will be taken with such promptness consistent with the constraints of the project schedule so as to cause no delay in the Work of the Contractor or in the activities of the other Contractors, the Owner, or Sustainability Manager, while allowing sufficient time to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as Contractor as required by the Contract Documents. WSP/Engineer's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Paragraphs 3.3, 3.5 and 3.12. WSP/Engineer's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by WSP/Engineer, of any construction means, methods, techniques, sequences or procedures. WSP/Engineer's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

4.6.13 Sustainability Manager will prepare Change Orders and Construction Change Directives, in consultation with WSP/Engineer.

4.6.14 Following consultation with WSP/Engineer, Sustainability Manager will take appropriate action on Change Orders or Construction Change Directives.

4.6.16 The Contractor will assist WSP/Engineer in conducting inspections to determine the dates of Substantial completion and final completion and will receive and forward to WSP/Engineer written warranties and related documents required by the Contract and assembled by the Contractor. WSP/Engineer will review and approve a final Project Application for Payment upon compliance with the requirements of the Contract Documents.

4.6.17 WSP/Engineer will provide one or more project representatives to assist in carrying out their responsibilities at the site. The duties, responsibilities and limitations of authority of such project representatives shall be as set forth in an Exhibit to be incorporated in the Contract Documents.

4.6.18 WSP/Engineer will interpret and decide matters concerning performance under and requirements of the Contract Documents on written request of the Owner or Contractor. WSP/Engineer's response to such requests will be made with reasonable promptness and within any time limits agreed upon. If no agreement is made concerning the time within which interpretations required of Engineer shall be furnished in compliance with this Paragraph 4.6, then delay shall not be recognized on account of failure by Engineer to furnish such interpretations until 15 days after written request is made for them.

4.6.19 Interpretations and decisions of Sustainability Manager will be consistent with the intent of and reasonably inferable from the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and decisions, Sustainability Manager will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either and will not be liable for results of interpretations or decisions so rendered in good faith.

4.6.20 Sustainability Manager's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents.

4.7 Claims and Disputes

4.7.1 Definition. A Claim is a demand or assertion by one of the parties seeking, as a matter of right, adjustment or interpretation of Contract terms, payment of money, extension of time or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. Claims must be made by written notice. The responsibility to substantiate Claims shall rest with the party making the claim.

4.7.2 Meet and Confer. The Contractor and Sustainability Manager shall try to resolve the claim or dispute with meet and confer sessions to be commenced within 15 days of the dispute or claim. Any claim or dispute that the parties cannot resolve shall be decided by the Circuit Court, 16th Judicial Circuit, Monroe County, Florida.

4.7.3 Time Limits on Claims. Claims by either party must be made within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later. Claims must be made by written notice. An additional Claim made after the initial Claim has been implemented by Change Order will not be considered unless submitted in a timely manner. This notice is not a condition precedent to any other legal action or suit.

4.7.4 Continuing Contract Performance. Pending final resolution of a Claim unless otherwise agreed in writing the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.

4.7.5 Waiver of Claims: Final Payment. The making of final payment shall constitute a waiver of Claim by the Owner except those arising from:

- .1 liens, Claims, security interests or encumbrances arising out of the Contract and unsettled;
- .2 failure of the Work to comply with the requirements of the Contract Documents; or
- .3 terms of special warranties required by the Contract Documents.

4.7.6 Claims for Concealed or Unknown Conditions. If conditions are encountered at the site which are (1) subsurface or otherwise concealed physical conditions which differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature, which differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, then notice by the observing party shall be given to the other party promptly before conditions are disturbed and in no event later than 21 days after first observance of the conditions. Sustainability Manager will promptly investigate such conditions, and the parties will follow the procedure in paragraph 4.7.2.

4.7.7 Claims for Additional Cost. If the Contractor wishes to make Claim for an increase in the Contract Sum, written notice as provided herein shall be given before proceeding to execute the Work. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Paragraph 10.3. If the Contractor believes additional cost is involved for reasons including but not limited to (1) a written interpretation from Sustainability Manager, (2) a written order for a minor change in the Work issued by WSP/Engineer, (3) failure of payment by

the Owner, (4) termination of the Contract by the Owner, (5) Owner's suspension or (6) other reasonable grounds, Claim shall be filed in accordance with the procedure established herein.

4.7.8 Claims for Additional Time.

4.7.8.1 If the Contractor wishes to make Claim for an increase in the Contract Time, written notice as provided herein shall be given.

4.7.8.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time and could not have been reasonably anticipated, and that weather conditions had an adverse effect on the scheduled construction.

4.7.9 Injury or Damage to Person or Property. If either party to the Contract suffers injury or damage to person or property because of an act or omission of the other party, of any of the other party's employees or agents, or of others for whose acts such party is legally liable, written notice of such injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after first observance. The notice shall provide sufficient detail to enable the other party to investigate the matter. If a Claim for additional cost or time related to this Claim is to be asserted, it shall be filed as provided in Subparagraphs 4.7.7 or 4.7.8.

5.0 SUBCONTRACTORS

5.1 Definitions

5.1.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include other Contractors or subcontractors of other Contractors.

5.1.2 A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site. The term "Sub-subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

5.2 Award of Subcontracts and Other Contracts for Portions of the Work

5.2.1 Unless otherwise stated in the Contract Documents or the bidding requirements, the Contractor, as soon as practicable after award of the Contract, shall furnish in writing to Sustainability Manager for review by the Owner and Sustainability Manager the names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each principal portion of the Work. Sustainability Manager will promptly reply to the Contractor in writing stating whether or not the Owner or Sustainability Manager, after due investigation, has reasonable objection to any such proposed person or entity. Failure of Sustainability Manager to reply promptly shall constitute notice of no reasonable objection.

5.2.2 The Contractor shall not contract with a proposed person or entity to which the Owner or Sustainability Manager has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Owner or Sustainability Manager has made reasonable objection.

5.2.3 If the Owner or Sustainability Manager refuses to accept any person or entity on a list submitted by the Contractor in response to the requirements of the Contract Documents, the

Contractor shall submit an acceptable substitute; however, no increase in the Contract Sum shall be allowed for any such substitution.

5.2.4 The Contractor shall not change a Subcontractor, person or entity previously selected if the Owner or Sustainability Manager makes reasonable objection to such change.

5.3 Subcontractual Relations

5.3.1 By appropriate written agreement, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities which the Contractor, by these Documents, assumes toward the Owner or Sustainability Manager. Each subcontract agreement shall preserve and protect the rights of the Owner or Sustainability Manager under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights. When appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, copies of the Contract Documents which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement which may be at variance with the Contract Documents. Subcontractors shall similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

5.4 Contingent Assignment of Subcontracts

5.4.1 Each subcontract agreement for a portion of the Work is assigned by the Contractor to the Owner provided that:

.1 assignment is effective only after termination of the Contract by the Owner for cause pursuant to Paragraph 14.2 and only for those subcontract agreements which the Owner accepts by notifying the Subcontractor in writing; and

.2 assignment is subject to the prior rights of the surety, if any, obligated under public construction bond covering the Contract.

- i. If the work has been suspended for more than 30 days, the Subcontractor's compensation shall be equitably adjusted.

6.0 CONSTRUCTION BY OWNER OR BY OTHER CONTRACTORS

6.1 Owner's Right to Perform Construction with Own Forces and to Award Other Contracts

6.1.1 The Owner reserves the right to perform construction or operations released to the Project with the Owner's own forces, which include persons or entities under separate contracts not administered by Sustainability Manager. The Owner further reserves the right to award other contracts in connection with other portions of the Project or other construction or operations on the site under Conditions of the Contract identical or substantially similar to these including those portions related to insurance and waiver or subrogation.

6.1.2 When the Owner performs construction or operations with the Owner's own forces including persons or entities under separate contracts not administered by Sustainability Manager, the Owner shall provide for coordination of such forces with the Work of the Contractor who shall cooperate with them.

6.1.3 It shall be the responsibility of the Contractor to coordinate his work with the work of other contractors on the site. The Owner and Sustainability Manager shall be held harmless for any and all costs associated with improper coordination.

6.2 Mutual Responsibility

6.2.1 The Contractor shall afford the Owner's own forces and other contractors' reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.

6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner's own forces or other contractors, the Contractor shall, prior to proceeding with that portion of the Work, promptly report to any apparent discrepancies or defects in such other construction that would render it unsuitable for such proper execution and results. Failure of the Contractor so to report shall constitute an acknowledgment that the Owner's own forces or other contractors completed or partially completed construction is fit and proper to receive the Contractor's Work, except as to defects not then reasonably discoverable.

6.2.3 Costs caused by delays or by improperly timed activities or defective construction shall be borne by the Contractor. The Contractor's sole remedy as against the Owner for costs caused by delays or improperly timed activities or defective construction shall be an extension of time.

6.2.4 The Contractor shall promptly remedy damage wrongfully caused by the Contractor to be completed or partially completed construction or to property of the Owner or other contractors as provided in Subparagraph 10.2.5.

6.2.5 Claims and other disputes and matters in question between the Contractor and other contractors shall be subject to the provisions of Paragraph 4.7 provided the other contractors have reciprocal obligations.

6.2.6 The Owner and other contractors shall have the same responsibilities for cutting and patching as are described for the Contractor in Paragraph 3.14.

6.2.7 Should the Contractor contend that he is entitled to an extension of time for completion of any portion or portions of the work, he shall, within (72) hours of the occurrence of the cause of the delay, notify Sustainability Manager in writing, of his contention: setting forth (A) the cause for the delay, (B) a description of the portion or portions of work affected thereby, and (C) all details pertinent thereto. A subsequent written application for the specific number of days of extension of time requested shall be made by the Contractor to Sustainability Manager within (72) hours after the delay has ceased to exist.

.1 It is a condition precedent to the consideration or prosecution of any claim for an extension of time that the foregoing provisions be strictly adhered to in each instance and, if the Contractor fails to comply, he shall be deemed to have waived the claim.

.2 The Contractor agrees that whether or not any delay, regardless of cause, shall be the basis for an extension of time he shall have no claim against the Owner or Sustainability Manager for an increase in the Contract price, nor a claim against the Owner or Sustainability Manager for a payment or allowance of any kind for damage, loss or expense resulting from delays; nor shall the Contractor have any claim for damage, loss or expense resulting from interruptions to, or suspension of, his work to enable other contractors to perform their work. The only remedy available to the Contractor shall be an extension of time.

6.3 Owner's Right to Clean Up

6.3.1 If a dispute arises among the Contractor, other contractors and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish as described in Paragraph 3.15, the Owner may clean up and allocate the cost among those responsible as Sustainability Manager determines to be just.

7.0 CHANGES IN THE WORK

7.1 Changes

7.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents.

7.1.2 A Change Order shall be based upon agreement among the Owner, Sustainability Manager, WSP/Engineer and Contractor; a Construction Change Directive requires agreement by the Owner and Sustainability Manager and may or may not be agreed to by the Contractor; an order for a minor change in the Work may be issued by WSP/Contractor alone.

7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents, and the Contractor shall proceed promptly, unless otherwise provided in the Change Order, Construction Change Directive or order for a minor change in the Work.

7.1.4 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are so changed in a proposed Change Order or Construction Change Directive that application of such unit prices to quantities of Work proposed will cause substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

7.2 Change Orders

7.2.1 A change Order is a written instrument prepared by WSP/Engineer and signed by the Owner, Sustainability Manager and Contractor stating their agreement upon all of the following:

- .1 a change in the Work;
- .2 the amount of the adjustment in the Contract Sum, if any; and
- .3 the extent of the adjustment in the Contract Time, if any.

7.2.2 The cost or credit to the Owner resulting from a change in the Work shall be determined in one or more of the following methods:

- .1 mutual acceptance of lump sum properly itemized and supported by sufficient substantiating data to permit evaluation and payment, and approved by the appropriate authority in writing;
- .2 unit prices stated in the Contract Documents or subsequently agreed upon, and approved by the appropriate authority in writing;
- .3 cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee;
- .4 or by method provided in subparagraph 7.2.3.

7.2.3 If none of the methods set forth in Clauses 7.2.1 or 7.2.2 is agreed upon, the Contractor, provided a written order signed by the Owner or Sustainability Manager is received, shall promptly proceed with the Work involved. The cost of such Work shall then be determined by daily force accounts in a form acceptable to the Owner and Sustainability Manager. The daily force account forms shall identify Contractor and /or Subcontractor personnel by name, total hours for each man, each piece of equipment and total hours for equipment and all material(s) by type for each extra Work activity claim. Each daily force account form shall be signed by the designated Sustainability Manager representative no later than the close of business on the day the Work is performed to verify the items and hours listed. Extended pricing of these forms shall be submitted to Sustainability Manager with all supporting documentation required by Sustainability Manager for inclusion into a change order. Unless otherwise provided in the Contract Documents, cost shall be limited to the following: cost of materials, including sales tax and cost of delivery; cost of labor, including social security, old age and unemployment insurance, and fringe benefits required by agreement or custom; works' or workmen's compensation insurance; and the rental value of equipment and machinery. Markups for overhead and profit will be in accordance with subparagraph 7.2.4. Pending final determination of cost, payments on account shall be made as determined by Sustainability Manager. The amount of credit to be allowed by the Contractor for any deletion or change, which results in a net decrease in the Contract Sum, will be the amount of the actual net cost to the Owner as confirmed by Sustainability Manager. When both additions and credits covering related Work or substitutions are involved in any one change, the allowance for overhead and profit shall be figured on the basis of the net increase, if any with respect to that change.

7.2.4 The actual cost of Changes in the Work may include all items of labor or material, power tools, and equipment actually used, utilities, pro rata charges for foreman, and all payroll charges such as Public Liability and Workmen's Compensation Insurance. No percentage for overhead and profit shall be allowed on items of Social Security and Sales Tax. If deductions are ordered the amount of credit shall be net cost to Owner as defined in section 5.6.1 of the Contract. Items considered as overhead shall include insurance other than that mentioned above, bond or bonds, superintendent, timekeeper, clerks, watchmen, use of small tools, miscellaneous supplies, incidental job costs, warranties, and all general home/field office expenses. The actual cost of Changes in the Work (other than those covered by unit prices set forth in the Contract Documents) shall be computed as follows:

.1 if the Contractor performs the actual Work, the maximum percentage mark-up for overhead shall be five percent (5%) and the maximum percentage for profit shall be five percent (5%);

.2 if the Subcontractor performs the actual Work, the subcontractor's percentage mark-up for overhead and profit shall be a maximum addition of ten percent (10%). If the Contractor does not perform the Work, the maximum mark-up for managing the Work will be five percent (5%);

3. If the Subcontractor performs part of the actual Work, his percentage mark-up for overhead and profit shall be a maximum addition of ten percent (10%) on his direct Work only. If the Contractor performs part of the actual Work, his percentage mark-up for overhead and profit shall be a maximum addition of ten percent (10%) on his direct Work only.

7.2.5 The Contractor shall furnish to the Owner through Sustainability Manager, an itemized breakdown of the quantities and prices used in computing the value of any change that might be ordered. Any additional supporting documentation requested by Sustainability Manager such as certified quotations or invoices shall be provided by the Contractor to Sustainability Manager at no additional cost to the Owner.

7.2.6 If the Contractor claims that any instructions given to him by WSP/Engineer, by drawings or otherwise, involve extra Work not covered by the Contract, he shall give Sustainability Manager written notice thereof within five (5) days after the receipt of such instructions and before proceeding to execute the work, except in emergencies endangering life or property, in which case the Contractor shall proceed in accordance with Paragraph 10.3.

.1 The written notice to Sustainability Manager for the Extra Work shall include a complete description of the extra Work, the total cost and a detailed cost breakdown by labor, material and equipment for each additional activity required to be performed. Mark-ups shall be limited as specified elsewhere in this Article.

.2 Except as otherwise specifically provided, no claim for additional cost shall be allowed unless the complete notice specified by this subparagraph is given by the Contractor.

7.2.7 Unless otherwise agreed in writing, the Contractor shall carry on the Work and maintain its progress during any dispute or claim proceeding, and Owner shall continue to make payments to the Contractor in accordance with the Contract Documents. Disputes unresolved shall be settled in accordance with subparagraph 4.7. The Contractor shall maintain completed daily force account forms in accordance with subparagraph 7.2.3 for any dispute or claim item.

7.3 Authority

7.3.1 WSP/Engineer will have authority to order minor changes in the Work not involving adjustment in the Contract sum or extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes shall be affected by written order issued through WSP/Engineer and shall be binding on the Owner and Contractor. The Contractor shall carry out such written order promptly.

8.0 TIME

8.1 Definitions

8.1.1 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

8.1.2 The date of commencement of the Work is the date established in the Agreement. The date shall not be postponed by the failure to act of the Contractor or of persons or entities for which the Contractor is responsible.

8.1.3 The date of Substantial Completion is the date certified by Sustainability Manager in accordance with Paragraph 9.8.

8.1.4 The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

8.1.5 The Owner/Sustainability Manager shall be the final judge as to whether Substantial Completion has been achieved and certifies the date to the Contractor.

8.2 Progress and Completion

8.2.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, prematurely commence operations on the site or elsewhere prior to the effective date of insurance required by Article 11 to be furnished by the Contractor. The date of commencement of the Work shall not be changed by the effective date of such insurance.

8.2.3 The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

8.3 Delays and Extensions of Time

8.3.1 If the Contractor is delayed, at any time, in the progress of the Work by any act or neglect of the Owner, Sustainability Manager, or the WSP/Engineer, or by any employee of either, or by any separate contractor employed by the Owner, or by changes ordered in the Work, or by fire, unusual delay in transportation, adverse weather conditions not reasonably anticipatable, unavoidable casualties or any causes beyond the Contractor's control, or by delay authorized by the Owner, Sustainability Manager, or by any other cause which Sustainability Manager determines may justify the delay, then the Contract Time shall be extended by no cost Change Order for such reasonable time as Sustainability Manager may determine, in accordance with subparagraph 6.2.7.

8.3.2 Any claim for extension of time shall be made in writing to Sustainability Manager not more than Seventy-two (72) hours after the commencement of the delay in accordance with paragraph 6.2.7; otherwise it shall be waived. Any claim for extension of time shall state the cause of the delay and the number of days of extension requested. If the cause of the delay is continuing, only one claim is necessary, but the Contractor shall report the termination of the cause for the delay within seventy-two (72) hours after such termination in accordance with paragraph 6.2.7; otherwise, any claim for extension of time based upon that cause shall be waived.

8.3.3 No claim for an increase in the Contract Sum for either acceleration or delay will be allowed for extensions of time pursuant to this Paragraph 8.3 or for other changes in the Construction Schedules.

8.3.4 If the Project is delayed as a result of the Contractor's refusal or failure to begin the Work on the date of commencement as defined in Paragraph 8.1.2, or his refusal or failure to carry the Work forward expeditiously with adequate forces, the Contractor causing the delay shall be liable for, but not limited to, delay claims from other Contractors which are affected.

9.0 PAYMENTS AND COMPLETION

9.1 Contract Sum

9.1.1 The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

9.2 Schedule of Values

9.2.1 Before submittal of the first Application for Payment, the Contractor shall submit to WSP/Engineer, a schedule of values allocated to various portions of the Work, prepared in such form and supported by such data to substantiate its accuracy as WSP/Engineer may require. This schedule, unless objected to by Sustainability Manager, shall be used as a basis for reviewing the Contractor's Applications for Payment.

9.3 Applications for Payment

9.3.1 At least fifteen days before the date established for each progress payment, the Contractor shall submit to WSP/Engineer an itemized Application for Payment for Work completed in accordance with the schedule of values. Such application shall be notarized and supported by such data substantiating the Contractor's right to payment as the Owner or Sustainability Manager may require, such as copies of requisitions from Subcontractors and material suppliers and reflecting retainage if provided for elsewhere in the Contract Documents.

.1 Such applications may include request for payment on account of changes in the Work which have been properly authorized by Construction Change Directives but not yet included in Change Orders.

.2 Such applications may not include requests for payment of amounts the Contractor does not intend to pay to a Subcontractor or material supplier because of a dispute or other reason.

9.3.2 Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include applicable insurance, storage and transportation to the site for such materials and equipment stored off the site.

9.3.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which approval for payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information and belief, be free and clear of liens, claims security interests or encumbrances in favor of the Contractor, Subcontractors, material suppliers, or other persons or entities making a claim by reason of having provided labor, materials and equipment relating to the Work. All Subcontractors and Sub-subcontractors shall execute an agreement stating that title will so pass, upon their receipt of payment from the Contractor. The warranties are for the administrative convenience of the Owner only and do not create an obligation on the part of the Owner to pay directly any unpaid subcontractor, laborer or materialmen. Such persons must seek payment from the Contractor or his public construction bond surety only.

9.4 Approval for Payment

9.4.1 WSP/Engineer will assemble a Project Application for Payment by combining the Contractor's applications with similar applications for progress payments from other Contractors and certify the amounts due on such applications.

9.4.2 After the WSP/Engineer's receipt of the Project Application for Payment, WSP/Engineer will either recommend approval to the Sustainability Manager for the Application for Payment, with a copy to the Contractor, for such amount as WSP/Engineer recommends to the Sustainability Manager is properly due, or notify the Contractor in writing of WSP/Engineer's reasons for withholding approval in whole or in part as provided in Subparagraph 9.5.1

9.4.3 The issuance of a separate Approval for Payment will constitute representations made by WSP/Engineer to the Owner, based on their individual observations at the site and the data comprising the Application for Payment submitted by the Contractor, that the Work has progressed to the point indicated and that, to the best of WSP/Engineer's knowledge, information and belief, quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to minor deviations from the Contract Documents correctable prior to completion and to specific qualifications expressed by WSP/Engineer. The issuance of a separate Approval for Payment will further constitute a representation that the Contractor is entitled to payment in the amount approved. However, the issuance of a separate Approval for Payment will not be a representation that WSP/Engineer has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed the Contractor's construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

9.5 Decisions to Withhold Approval

9.5.1 WSP/Engineer may decline to approve an Application for Payment if, in his opinion, the application is not adequately supported. If the Contractor and WSP/Engineer cannot agree on a revised amount, WSP/Engineer shall process the Application for the amount it deems appropriate. WSP/Engineer may also decline to approve any Application for Payment because of subsequently discovered evidence or subsequent inspections. It may nullify, in whole or part, any approval previously made to such extent as may be necessary in its opinion because of: (1) defective Work not remedied; (2) third party claims filed or reasonable evidence indicating probable filing of such claims; (3) failure of the Contractor to make payments properly to Subcontractors or for labor, materials, or equipment; (4) reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum; (5) damage to WSP/Engineer, Sustainability Manager, the Owner, or another contractor working at the project; (6) reasonable evidence that the Work will not be completed within the contract time; (7) persistent failure to carry out the Work in accordance with the Contract Documents.

No payment shall be made to the Contractor until certificates of insurance or other evidence of compliance by the Contractor, with all the requirements of Article 11, have been filed with the Owner and Sustainability Manager.

9.5.2 When the above reasons for withholding approval are removed, approval will be made for amounts previously withheld.

9.6 Progress Payments

9.6.1 After WSP/Engineer has issued an Approval for Payment, the Owner shall make payment in the manner and within the time provided in the Contract Documents and shall so notify WSP/Engineer. From the total of the amount determined to be payable on a progress payment, a retainage in accordance with the Florida Local Government Prompt Payment Act, Chapter 218, Florida Statutes will be deducted and retained by the Owner until the final payment is made. The balance of the amount payable, less all previous payments, shall be approved for payment.

.1 It is understood and agreed that the Contractor shall not be entitled to demand or receive progress payment based on quantities of Work in excess of those provided in the proposal or covered by approved change orders, except when such excess quantities have been determined by WSP/Engineer and Sustainability Manager to be a part of the final quantity for the item of Work in question.

.2 No progress payment shall bind the Owner to the acceptance of any materials or Work in place, as to quality or quantity. All progress payments are subject to correction at the time of final payments.

9.6.2 The Contractor shall promptly pay each Subcontractor, upon receipt of payment from the Owner, out of the amount paid to the Contractor on account of such Subcontractor's portion of the Work, the amount to which said Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of such Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in similar manner.

9.6.3 WSP/Engineer will, on request, furnish to a Subcontractor, if practicable, information regarding percentages of completion or amounts applied for by the Contractor and action taken thereon by the Owner and Sustainability Manager on account of portions of the Work done by such Subcontractor.

9.6.4 Neither the Owner nor Sustainability Manager shall have an obligation to pay, or to see to, the payment of money to a Subcontractor except as may otherwise be required by law.

9.6.5 Payment to material suppliers shall be treated in a manner similar to that provided in Subparagraphs 9.6.2, 9.6.3 and 9.6.4.

9.6.6 A progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

9.6.7 All material and work covered by partial payments made shall thereupon become the sole property of the Owner, and by this provision shall not be construed as relieving the Contractor from the sole responsibility for the materials and Work upon which payments have been made or the restoration for any damaged material, or as a waiver of the right of the Owner or Sustainability Manager to require the fulfillment of all the terms of the Contract.

9.6.8 Except in case of bona fide disputes, or where the Contractor has some other justifiable reason for delay, the Contractor shall pay for all transportation and utility services not later than the end of the calendar month following that in which services are rendered and for all materials, tools, and other expendable equipment which are delivered at the site of the Project. The Contractor shall pay to each of his Subcontractors, not later than the end of the calendar month in which each payment is made to the Contractor, the representative amount allowed the Contractor on account of the Work performed by the Subcontractor. The Contractor shall, by an appropriate agreement with each Subcontractor, also require each Subcontractor to make payments to his suppliers and Sub-subcontractors in a similar manner.

9.8 Substantial Completion

9.8.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents, so the Owner can occupy or utilize the Work for its intended use.

9.8.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor and WSP/Engineer shall jointly prepare a comprehensive list of items to be completed or corrected. The Contractor shall proceed promptly to complete and correct items on the list. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. Upon receipt of the list, WSP/Engineer will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the inspection discloses any item, whether or not included on the list, which is not in accordance with the requirements of the Contract Documents, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by WSP/Engineer. The Contractor shall then submit a request for another inspection by WSP/Engineer, to determine Substantial Completion. When the Work or designated portion thereof is substantially complete, WSP/Engineer will prepare a Certificate of Substantial Completion, shall establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance, and shall fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion. The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in such Certificate.

9.8.3 Upon Substantial Completion of the Work or designated portion thereof and upon application by the Contractor and certification by WSP/Engineer and Sustainability Manager, the Owner shall make payment, reflecting adjustment in retainage, if any, for such Work or portion thereof as provided in the Contract Documents.

9.9 Partial Occupancy or Use

9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer as required under Subparagraph 11.3.1 and authorized by public authorities having jurisdiction over the Work. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor and WSP/Engineer shall jointly prepare a list as provided under Subparagraph 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of Sustainability Manager.

9.9.2 Immediately prior to such partial occupancy or use, the Owner, Sustainability Manager, WSP/Engineer and Contractor shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

9.9.3 Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

9.10 Final Completion and Final Payment

9.10.1 Upon completion of the Work, the Contractor shall forward to WSP/Engineer a written Notice that the Work is ready for final inspection and acceptance and shall also forward to WSP/Engineer a final Contractor's Application for Payment. Upon receipt, WSP/Engineer will promptly make such inspection. When WSP/Engineer finds the Work acceptable under the Contract Documents and the Contract fully performed, WSP/Engineer will promptly issue a final Approval for Payment stating that to the best of their knowledge, information and belief, and on the basis of their observations and inspections, the Work has been completed in accordance with terms and conditions of the Contract Documents and that the entire balance found to be due the Contractor and noted in said final Approval is due and payable. WSP/Engineer's final Approval for Payment will constitute a further representation that conditions listed in Subparagraph 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to WSP/Engineer and Sustainability Manager (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is made, is currently in effect and will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner, (3) a written statement that the Contractor knows of no substantial reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment and (5), if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts, releases and waivers of liens, claims, security interests or encumbrances arising out of the Contract. The following documents (samples included in section 1027) are required for Final Payment:

- (1) Application and Certificate for Payment
- (2) Continuation Sheet
- (3) Certificate of Substantial Completion
- (4) Contractor's Affidavit of Debts and Claims
- (5) Contractor's Affidavit of Release of Liens
- (6) Final Release of Lien
- (7) Contractor shall provide two (2) hard copies in tabulated divided binders and one (1) saved electronically tabbed and indexed in Adobe Acrobat file (.PDF) format delivered on a downloadable CD/DVD of all the following but not limited to:

- A. Project Record Documents (As Built Documents).
- B. Operating and maintenance data, instructions to the Owner's personnel.
- C. Warranties, bond and guarantees.
- D. Keys and keying schedule.
- E. Spare parts and maintenance materials.
- F. Electronic copies of approved submittals

G. Evidence of payment and final release of liens and consent of surety to final release (includes final release from all utilities and utility companies).

9.10.3 Acceptance of final payment by the Contractor, a Subcontractor or material supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment. Such waivers shall be in addition to the waiver described Subparagraph 4.7.5.

9.11 Payment of Subcontractors

9.11.1 Any requirement of this Article 9 that the Contractor furnish proof to the Owner or Sustainability Manager that the subcontractors and materialmen have been paid is for the protection and convenience of the Owner only. Unpaid subcontractors and materialmen may only seek payment from the Contractor and the surety that provided the Contractor's Public Construction Bond. **The Contractor must insert this paragraph 9.11 in all its contracts with subcontractors and materialmen.**

10.0 PROTECTION OF PERSONS AND PROPERTY

10.1 Safety Precautions and Programs

10.1.1 The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Contract. The Contractor shall submit the Contractor's safety program to WSP/Engineer for review, approval and coordination with the safety programs of other Contractors.

10.1.2 In the event the Contractor encounters on the site material reasonably believed to be asbestos or polychlorinated biphenyl (PCB) which has not been rendered harmless, the Contractor shall immediately stop Work in the area affected and report the condition to the Owner, Sustainability Manager and WSP/Engineer in writing. The Work in the affected area shall not thereafter be resumed except by written agreement of the Owner and Contractor if in fact the material is asbestos or polychlorinated biphenyl (PCB) and has not been rendered harmless. The Work in the affected area shall be resumed in the absence of asbestos or polychlorinated biphenyl (PCB), or when it has been rendered harmless, by written agreement of the Owner and Contractor.

10.1.3 The Contractor shall not be required pursuant to Article 7 to perform without consent any Work relating to asbestos or polychlorinated biphenyl (PCB).

10.1.5 If reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to WSP/Engineer and Sustainability Manager in writing. The Owner, Contractor and Sustainability Manager shall then proceed in the same manner described in Subparagraph 10.1.2.

10.1.6 The Owner shall be responsible for obtaining the services of a licensed laboratory to verify a presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to verify that it has been rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor, WSP/Engineer and Sustainability Manager the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of such material or

substance or who are to perform the task of removal or safe containment of such material or substance. The Contractor, WSP/Engineer and Sustainability Manager will promptly reply to the Owner in writing stating whether or not any of them has reasonable objection to the persons or entities proposed by the Owner. If the Contractor, WSP/Engineer or Sustainability Manager has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor, WSP/Engineer and Sustainability Manager have no reasonable objection.

10.2 Safety of Persons and Property

10.2.1 The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to:

- .1 employees on the Work and other persons who may be affected thereby;
- .2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Contractor or the Contractor's Subcontractors or Sub-subcontractors;
- .3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction; and
- .4 construction or operations by the Owner or other Contractors.

10.2.2 The Contractor shall give notices and comply with applicable laws, ordinances, rules, regulations and lawful orders of public authorities bearing on safety of persons or property or their protection from damage, injury or loss.

10.2.3 The Contractor shall erect and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent sites and utilities.

10.2.4 When use or storage of explosives or other hazardous materials or equipment or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

10.2.5 The Contractor shall promptly remedy damage and loss to property referred to in Clauses 10.2.1.2, 10.2.1.3, 10.2.1.4 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Clauses 10.2.1.2, 10.2.1.3 and 10.2.1.4, except damage or loss attributable to acts or omissions of the Owner, Sustainability Manager or WSP/Engineer or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Paragraph 3.18.

10.2.6 The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner, WSP/Engineer or Sustainability Manager.

10.2.7 The Contractor shall not load or permit any part of the construction or site to be loaded so as to endanger its safety.

10.3 Emergencies

10.3.1 In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Paragraph 4.7 and Article 7.

10.4 Site Specific Safety Plan

See Section 00970 for minimum requirements of job site safety plan.

11.0 INSURANCE AND BONDS

11.1.1 Prior to commencement of Work governed by this contract (including the pre-staging of personnel and material), the Contractor shall obtain, at its own expense, insurance as specified in the schedule set forth in Section 00110 Bid Form which are made part of this Agreement. The Contractor will ensure that the insurance obtained will extend protection to all subcontractors engaged by the Contractor. As an alternative the Contractor may require all subcontractors to obtain insurance consistent with the attached schedules.

11.1.2 The Contractor will not be permitted to commence Work governed by the Agreement (including pre-staging of personnel and material) until satisfactory evidence of the required insurance has been furnished to the County as specified below. Delays in the commencement of Work resulting from the failure of the Contractor to provide satisfactory evidence of the required insurance shall not extend deadlines specified in this Agreement and any penalties and failure to perform assessments shall be imposed as if the Work commenced on the specified date and time, except for the Contractor's failure to provide satisfactory evidence of insurance.

11.1.3 The Contractor shall maintain the required insurance throughout the entire term of this contract and any extensions specified in any attached schedules. Failure to comply with this provision may result in the immediate suspension of all Work until the required insurance has been reinstated or replaced. Delays in the completion of Work resulting from the failure of the Contractor to maintain the required insurance shall not extend deadlines specified in this Agreement and any penalties and failure to perform assessments shall be imposed as if the Work commenced on the specified date and time, except for the Contractor's failure to provide satisfactory evidence of insurance.

11.1.4 The Contractor shall provide, to the County in care of Sustainability Manager as satisfactory evidence of the required insurance, either:

Certificate of Insurance

Or

A certified copy of the actual insurance policy

11.1.5 The County, at its sole option, has the right to request a certified copy of any or all insurance policies required by this Contract.

11.1.6 All insurance policies must specify that they are not subject to cancellation, nonrenewal, material change, or reduction in coverage unless a minimum of thirty (30) days prior notification is given to the County by the insurer.

11.1.7 The acceptance and/or approval of the Contractor's insurance shall not be construed as relieving the Contractor from any liability or obligation assumed under this contract or imposed by law.

11.1.8 The Monroe County Board of County Commissioners, its employees and officials will be included as "Additional Insured" on all policies, except for Worker's Compensation.

11.1.9 In addition, the County will be named as an additional insured and loss payee on all policies covering County-owned property.

11.1.10 Any deviations from these General Insurance Requirements must be requested in writing on the County prepared form entitled "Request for Waiver of Insurance Requirements" and approved by the Monroe County's Risk Manager.

11.2 Builder's Risk Insurance: Not Required

11.3 Public Construction Bond

11.3.1 A Public Construction Bond in the amount of the cost of construction is a requirement of this Contract.

12.0 UNCOVERING AND CORRECTION OF WORK

12.1 Uncovering of Work

12.1.1 If a portion of the Work is covered contrary to WSP/Engineer's request or to requirements specifically expressed in the Contract Documents, it must, if required in writing by WSP/Engineer, be uncovered for their observation and be replaced at the Contractor's expense without change in the Contract Time.

12.1.2 If a portion of the Work has been covered which WSP/Engineer has not specifically requested to observe prior to its being covered, WSP/Engineer may request to see such Work and it shall be uncovered by the Contractor, if such Work is in accordance with the Contract Documents, costs of uncovering and replacement shall, by appropriate Change Order, be charged to the Owner, if such Work is not in accordance with the Contract Documents, the Contractor shall pay such costs unless the condition was caused by the Owner or one of the other Contractors in which event the Owner shall be responsible for payment of such costs.

12.2 Correction of Work

12.2.1 The Contractor shall promptly correct Work rejected by WSP/Engineer or failing to conform to the requirements of the Contract Documents, whether observed before or after Substantial Completion and whether or not fabricated, installed or completed. The Contractor shall bear costs of correcting such rejected Work, including additional testing and inspections and compensation for WSP/Engineer's services and expenses made necessary thereby.

12.2.2 If, within one year after the date of Substantial Completion of the Work or designated portion thereof, or after the date for commencement of warranties established under Subparagraph 9.9, or by terms of an applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of written notice from the Owner to do so unless the Owner has previously given the Contractor a written acceptance of such condition. This period of one year shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion

and the actual performance of the Work. This obligation under this Subparagraph 12.2.2 shall survive acceptance of the Work under the Contract and termination of the Contract. The Owner shall give such notice promptly after discovery of the condition.

12.2.3 The Contractor shall remove from the site portions of the Work which are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

12.2.4 If the Contractor fails to correct nonconforming Work within a reasonable time, the Owner may correct it in accordance with Paragraph 2.4. If the Contractor does not proceed with correction of such nonconforming Work within a reasonable time fixed by written notice from WSP/Engineer, the Owner may remove it and store the salvageable materials or equipment at the Contractor's expense. If the Contractor does not pay costs of such removal and storage within ten days after written notice, the Owner may upon ten additional days' written notice sell such materials and equipment at auction or at private sale and shall account for the proceeds thereof, after deducting costs and damages that should have been borne by the Contractor, including compensation for WSP/Engineer's services and expenses made necessary thereby. If such proceeds of sale do not cover costs which the Contractor should have borne, the Contract Sum shall be reduced by the deficiency. If payments then or thereafter due the Contractor are not sufficient to cover such amount, the Contractor shall pay the difference to the Owner.

12.2.5 The Contractor shall bear the cost of correcting destroyed or damaged construction, whether completed or partially completed, of the Owner or other Contractors caused by the Contractor's correction or removal of Work which is not in accordance with the requirements of the Contract Documents.

12.2.6 Nothing contained in this Paragraph 12.2 shall be construed to establish a period of limitation with respect to other obligations which the Contractor might have under the Contract Documents. Establishment of the time period of one year as described in Subparagraph 12.2.2, relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

12.3 Acceptance of Nonconforming Work

12.3.1 If the Owner prefers to accept Work which is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be affected whether or not final payment has been made.

13.0 MISCELLANEOUS PROVISIONS

13.1 Governing Law

13.1.1 The contract shall be governed by the laws of the State of Florida. Venue for any claims or disputes arising under this contract shall be in the Circuit Court of the 16th Judicial Circuit of the State of Florida.

13.2 Successors and Assigns

13.2.1 The Owner or Sustainability Manager (as the case may be) and the Contractor each binds himself, his partners, successors, assigns, and legal representatives of such other party in respect to all covenants, agreements, and obligations contained in the Contract Documents. Neither party to the Contract shall assign the Contract or sublet it as a whole without the written consent of the other.

13.2.2 The Contractor shall not assign any monies due or to become due under this Contract without prior written consent of the Owner or Sustainability Manager.

13.3 Written Notice

13.3.1 Any written notices or correspondence given pursuant to this contract shall be sent by United States Mail, certified, return receipt requested, or by courier with proof of delivery. Notice shall be sent to the following persons:

For Contractor:

For Owner: **Chief Resilience Officer**
102050 Overseas Highway, Ste. 246
Key Largo, FL 33037

County Administrator
1100 Simonton St., Ste. 2-205
Key West, FL 33040

13.4 Rights and Remedies

13.4.1 Duties and obligations imposed by the Contract Documents and rights and remedies available there under shall be in addition to and not a limitation of duties, obligations, rights and remedies otherwise imposed or available by law.

13.4.2 No action or failure to act by the Owner, Sustainability Manager, WSP/Engineer or Contractor shall constitute a waiver of a right or duty afforded them under the contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach there under, except as may be specifically agreed in writing.

13.5 Tests and Inspections

13.5.1 Tests, inspections and approvals of portions of the Work required by the Contract Documents or by laws, ordinances, rules, regulations or orders of public authorities having jurisdiction shall be made at an appropriate time. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections and approvals. The Contractor shall give WSP/Engineer timely notice of when and where tests and inspections are to be made so WSP/Engineer may

observe such procedures. The Owner shall bear costs of test, inspections or approvals which do not become requirements until after bids are received or negotiations concluded.

13.5.2 If WSP/Engineer, Sustainability Manager, Owner or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection or approval not included under Subparagraph 13.5.1, WSP/Engineer will, upon written authorization from the Sustainability Manager or Owner, instruct the Contractor to make arrangements for such additional testing, inspection or approval by an entity acceptable to the Owner, and the Contractor shall give timely notice to WSP/Engineer of when and where tests and inspections are to be made so WSP/Engineer may observe such procedures. The Owner shall bear such costs except as provided in Subparagraph 13.5.3.

13.5.3 If such procedures for testing, inspection or approval under Subparagraphs 13.5.1 and 13.5.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, the Contractor shall bear all costs made necessary by such failure including those of repeated procedures and compensation for WSP/Engineer's services and expenses.

13.5.4 Required certificates of testing, inspection or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to WSP/Engineer.

13.5.5 If WSP/Engineer is to observe tests, inspections or approvals required by the Contract Documents, WSP/Engineer will do so promptly and, where practicable, at the normal place of testing.

13.5.6 Test or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

13.7 Commencement of Statutory Limitation Period

13.7.1 The statute of limitations applicable to this contract are as provided in Section 95.11 (3) (C), Florida Statutes.

14.0 TERMINATION OR SUSPENSION OF THE CONTRACT

14.1 Termination by the Owner for Cause

14.1.1 The Owner may terminate the Contract if the Contractor:

- .1 persistently or repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
 - .2 fails to make payment to Subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractors;
 - .3 persistently disregards laws, ordinances, or rules, regulations or orders of a public authority having jurisdiction;
- or
- .4 Otherwise is guilty of substantial breach of a provision of the Contract Documents.

14.1.2 When any of the above reasons exist, the Owner, after consultation with WSP/Engineer, and upon certification by Sustainability Manager that sufficient cause exists to justify such action, may without prejudice to any other rights or remedies of the Owner and after giving the Contractor

and the Contractor's surety, if any, 72 hours written notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

- .1 take possession of the site and of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
- .2 accept assignment of subcontracts pursuant to Paragraph 5.4; and
- .3 finish the Work by whatever reasonable method the Owner may deem expedient.

14.1.3 When the Owner terminates the Contract for one of the reasons stated in Subparagraph 14.1.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

14.2 Suspension or Termination by the Owner for Convenience

14.2.1 The Owner may, without cause, order the Contractor in writing to, suspend, delay or interrupt the Work in whole or in part for such period of time as the Owner may determine.

14.2.2 This contract may be terminated for convenience by the Owner upon ten (10) days written notice to contractor delivered by hand or certified mail, return receipt requested, of intent to terminate and the date on which such termination becomes effective. Contractor shall cease work as directed. In such case, Contractor shall be paid for all work executed and termination expenses, and expenses incurred prior to termination. No payment shall be made for profit for work which has not been performed.

SECTION 00970 -PROJECT SAFETY AND HEALTH PLAN

REGULATIONS AND POLICIES

A. Every Contractor and Subcontractor employed on the Project shall comply with all applicable local, State, and Federal safety and health regulations and with Monroe County safety and health policies as described herein.

The Contractor shall comply with OSHA (Occupational Safety and Health Administration) Parts 1910 and 1926, Construction Industry Standards and Interpretations, and with this supplement.

Requests for variances or waiver from this supplement are to be made to the Contracting Officer in writing supported by evidence that every reasonable effort has been made to comply with the contractual requirements. A written request for a waiver or a variance shall include--

- (1) Specific reference to the provision or standard in question;
- (2) An explanation as to why the waiver is considered justified; and
- (3) The Contractor's proposed alternative, including technical drawings, materials, or equipment specifications needed to enable the Contracting Officer to render a decision.

No waiver or variance will be approved if it endangers any person. The Contractor shall not proceed under any requested revision of provision until the Contracting Officer has given written approval. The Contractor is to hold and save harmless Monroe county Florida free from any claims or causes of action whatsoever resulting from the Contractor or subcontractors proceeding under a waiver or approved variance.

Copies of OSHA Parts 1910 and 1926, Construction Industry Standards and Interpretations, may be obtained from:

U.S. Government Printing Office Bookstore
710 North Capitol Street N.W.
Washington, DC
<http://www.gpo.gov/about/bookstore.htm>

GENERAL CONTRACTOR REQUIREMENTS

SAFETY PROGRAM

Each Contractor and sub-contractor are to demonstrate that he or she has facilities for conducting a safety program commensurate with the work under contract. The Contractor is to submit in writing a proposed comprehensive site specific safety program for approval to the Contracting Officer for Monroe County before the start of construction operations.

The program is to specifically state what provisions the Contractor proposes to take for the health and safety of all employees, including subcontractors and rental equipment operators. The

program shall be site specific and provide details relevant to the work to be done, the hazards associated with the work, and the actions that will be necessary to minimize the identified hazards.

The Safety Program will also be required to provide emergency contact person, emergency planning and a personnel evacuation plan for any hurricane evacuation event.

1.2 PRECONSTRUCTION SAFETY MEETING

Representatives for the Contractor are to meet with the Contracting Officer (CO) or the CO's representative before the start of construction to discuss the safety program and the implementation of all health and safety standards pertinent to the work under this contract.

1.3 JOINT SAFETY POLICY COMMITTEE

The Contractor or designated on-site representative is to participate in monthly meetings of a joint Safety Policy Committee with WSP/Engineer and Contractor supervisory personnel. At these meetings the Contractor's project manager and the Contracting Officer will review the effectiveness of the Contractor's safety effort, resolve current health and safety problems, and coordinate safety activities for upcoming work.

1.4 SAFETY PERSONNEL

Each Contractor is to designate a competent supervisory employee satisfactory to the Contracting Officer to administer the safety program.

The Mandatory Safety and Health Rules shall be posted in a conspicuous location along with the OSHA and Emergency Phone Number posters.

1.5 SAFETY MEETINGS

A minimum of one "on-the-job" or "toolbox" safety meeting is to be conducted each week by all field supervisors or foremen and attended by mechanics and all construction personnel at the jobsite.

The Contractor is to also conduct regularly scheduled supervisory safety meetings at least monthly for all levels of job supervision.

Each Contractor and Subcontractor shall be expected to indoctrinate his employees as to the safety and health requirements of this project and to enforce adherence to safe work procedures.

Each Contractor and Subcontractor shall cooperate fully with all other contractors in their respective safety and health programs.

1.6 SAFETY INSPECTION

The Contractor shall perform frequent and regular safety inspections of the jobsite, materials, and equipment, and shall correct deficiencies.

Good housekeeping shall be observed at all times. Waste, debris, and garbage shall be removed daily or placed in appropriate waste containers. All materials, tools, and equipment shall be stored in a safe and orderly fashion. Each contractor shall donate 10% of their staff to a crew that will convene every Friday at 1:00 pm for a joint site clean-up effort not to exceed duration of three hours.

In summary, there will be a three-part clean-up plan.

1. The first part consists of the contractor cleaning up on a daily basis, his workstations, and his trade work.
2. The second part consists of the general clean-up, the concerted effort by all trade contractors working on the project. A minimum of one (1) crew is to be utilized by each contractor, or 10%, whichever is more.
3. The third part consists of the Owner cleaning up for a particular trade contractor should adequate notice not compel him to clean up his work. In this case, the appropriate contractors will be back charged.

Shortly after the award of the contract and prior to the beginning of work, an Activity Hazard Analysis (phase plan) shall be prepared by the contractor and submitted to Monroe County for approval. The analysis will address the hazards for each activity to be performed in that phase and will present the procedures and safeguards necessary to eliminate the hazards or reduce the risk to an acceptable level. A phase is defined as an operation involving a type of work presenting hazards not experienced in previous operations or where a new subcontractor or work crew is to perform work. The analysis will be discussed by the contractor and Monroe County on-site representatives at the Preparatory Inspection Meeting. Work will not proceed on that phase until the Activity Hazard Analysis (phase plan) has been accepted by Monroe County.

If Monroe County notifies any Contractor of any noncompliance with the provisions of this program, the Contractor shall make all reasonable efforts to immediately correct the unsafe conditions or acts. Satisfactory corrective action shall be taken within the specified time. If the Contractor or Subcontractor refuses to correct unsafe or unhealthy conditions or acts, Monroe County shall take one or more of the following steps:

- a. Cease the operation or a portion thereof.
- b. Stop payment for the work being performed.
- c. Correct the situation using other forces and back charge the Contractor expenses incurred.
- d. Increase withholding in proportional increments for that given pay period.

1.7 FIRST AID TRAINING

Every Contractor foreman's work crew must include an employee who has a current first aid certificate from the, American Red Cross, or other Monroe County-approved organization.

1.8 REPORTS

Each Contractor is to maintain an accurate record of all job-related deaths, diseases, or disabling injuries. The records shall be maintained in a manner approved by the Contracting Officer. A copy of all reports is to be provided to the Contracting Officer.

All fatal or serious injuries are to be reported immediately to the Contracting Officer, and every assistance is to be given in the investigation of the incident, including submission of a comprehensive narrative report to the Contracting Officer. Other occurrences with serious accident potential, such as equipment failures, slides, and cave-ins, must also be reported immediately.

The Contractor is to assist and cooperate fully with the Contracting Officer in conducting accident investigations. The Contracting Officer is to be furnished all information and data pertinent to investigation of an accident.

1.9 CERTIFICATION OF INSURANCE

Contractors are to provide the Contracting Officer or his or her authorized representative with certificates of insurance before the start of operations indicating full compliance with State Worker's Compensation statutes, as well as other certificates of insurance required under the contract.

2.0 FIRST AID AND MEDICAL FACILITIES

2.1 FIRST AID KITS

A 16-unit first aid kit approved by the American Red Cross is to be provided at accessible, well-identified, locations at the ratio of at least 1 kit for each 25 employees. The first aid kits are to be moisture proof and dust tight, and the contents of the kits are to be replenished as used or as they become ineffective or outdated.

2.2 EMERGENCY FIRST AID

At least one employee certified to administer emergency first aid must be available on each shift and duly designated by the Contractor to care for injured employees. The names of the certified employees shall be posted at the jobsite.

2.4 COMMUNICATION AND TRANSPORTATION

Prior to the start of work, the Contractor is to make necessary arrangements for prompt and dependable communications, transportation, and medical care for injured employees.

2.5 FIRST AID AND MEDICAL REPORTS

The Contractor is to maintain a record system for first aid and medical treatment on the jobsite. Such records are to be readily available to the Contracting Officer and are to include--

(a) A daily treatment log listing chronologically all persons treated for occupational injuries and illnesses;

- (b) Cumulative record of injury for each individual;
- (c) Monthly statistical records of occupational injuries classified by type and nature of injury; and
- (d) Required records for worker's compensation.

2.5 SIGNS AND DIRECTIONAL MARKINGS

Adequate identification and directional markers are to be provided to readily denote the location of all first aid stations.

2.6 EMERGENCY LISTING

A listing of telephone numbers and addresses of doctor, rescue squad, hospital, police, and fire departments is to be provided at all first aid locations.

3.0 PHYSICAL QUALIFICATIONS OF EMPLOYEES:

3.1 GENERAL REQUIREMENTS

Persons employed throughout the contract are to be physically qualified to perform their assigned duties. Employees must not knowingly be permitted or required to work while their ability or alertness is impaired by fatigue, illness, or any other reason that may jeopardize themselves or others.

No personal radios or stereos will be allowed on the job-site.

3.2 HOIST OPERATORS

Operators of cranes, cableways, and other hoisting equipment shall be examined annually by a physician and provided with a certification stating that they are physically qualified to safely operate hoisting equipment. The Contractor is to submit a copy of each certification to the Contracting Officer.

3.3 HEAVY EQUIPMENT OPERATORS

It is recommended that operators of trucks and heavy construction equipment be given physical examinations to determine if they are physically qualified to perform their assigned work without endangering themselves or others.

3.4 MOTOR VEHICLE OPERATORS

Operators of motor vehicles engaged primarily in the transportation of personnel are to be 18 years of age or older and have a valid state operator's permit or license for the equipment being operated. The operators must have passed a physical examination administered by a licensed physician within the past year showing that they are physically qualified to operate vehicles safely.

4.0 PERSONAL PROTECTIVE EQUIPMENT:

4.1 HARDHAT AREAS

The entire jobsite, with the exception of offices, shall be considered a hardhat area. All persons entering the area are, without exception, required to wear hardhats. The Contractor shall provide hardhats for visitors entering hardhat areas.

4.1.1 LABELS

Hardhats shall bear a manufacturer's label indicating design compliance with the appropriate ANSI (American National Standards Institute) standard.

4.2 POSTING

Signs at least 3 by 4 feet worded as follows with red letters (minimum 6 inches high) and white background shall be erected at access points to designated hardhat areas:

CONSTRUCTION AREA - HARDHATS REQUIRED BEYOND THIS POINT

These signs are to be furnished and installed by the Contractor at entries to shops, construction yards, and job access points.

4.3 SAFETY GOGGLES (DRILLERS)

4.3.1 DRILLERS AND HELPERS.

Drillers and helpers operating pneumatic rock drills/concrete saws must wear protective safety goggles.

5.0 MACHINERY AND MECHANIZED EQUIPMENT:

5.1 SAFE CONDITION

Before any machinery or mechanized equipment is initially used on the job, it must be inspected and tested by qualified personnel and determined to be in safe operating condition and appropriate for the intended use. Operators shall inspect their equipment prior to the beginning of each shift. Any deficiencies or defects shall be corrected prior to using the equipment. Safety equipment, such as seatbelts, installed on machinery is to be used by equipment operators.

5.2 TAGGING AND LOCKING

The controls of power-driven equipment under repair are to be locked. An effective lockout and tagging procedure are to be established, prescribing specific responsibilities and safety procedures to be followed by the person or persons performing repair work. Mixer barrels are to be securely locked out before permitting employees to enter them for cleaning or repair.

5.3 HAUL ROADS FOR EQUIPMENT

5.3.1 ROAD MAINTENANCE

The Contractor shall maintain all roadways, including haul roads and access roads, in a safe condition so as to eliminate or control dust and ice hazards. Wherever dust is a hazard, adequate dust-laying equipment shall be available at the jobsite and utilized to control the dust.

5.3.2 SINGLE-LANE HAUL ROADS

Single-lane haul roads with two-way traffic shall have adequate turnouts. Where turnouts are not practical, a traffic control system shall be provided to prevent accidents.

5.3.3 TWO-WAY HAUL ROADS

On two-way haul roads, arrangements are to be such that vehicles travel on the right side wherever possible. Signs and traffic control devices are to be employed to indicate clearly any variations from a right-hand traffic pattern. The road shall be wide enough to permit safe passage of opposing traffic, considering the type of hauling equipment used.

5.3.4 DESIGN AND CONSTRUCTION OF HAUL ROADS

Haul road design criteria and drawings, if requested by the Contracting Officer, are to be submitted for approval prior to road construction. Sustained grades shall not exceed 12 percent and all curves shall have open-sight line with as great a radius as practical. All roads shall be posted with curve signs and maximum speed limits that will permit the equipment to be stopped within one-half the minimum sight distance.

5.3.5 OPERATORS.

Machinery and mechanized equipment shall be operated only by authorized qualified persons.

5.3.6 RIDING ON EQUIPMENT

Riding on equipment by unauthorized personnel is prohibited. Seating and safety belts shall be provided for the operator and all passengers.

5.3.7 GETTING ON OR OFF EQUIPMENT

Getting on or off equipment while the equipment is in motion is prohibited.

5.3.8 HOURS OF OPERATION.

Except in emergencies, an equipment operator shall not operate any mobile or hoisting equipment for more than 12 hours without an 8-hour rest interval away from the job.

5.4 POWER CRANES AND HOISTS (TRUCK CRANES, CRAWLER CRANES, TOWER CRANES, GANTRY CRANES, HAMMERHEAD CRANES, DERRICKS, CABLEWAYS, AND HOISTS)

5.4.1 PERFORMANCE TEST

Before initial onsite operation, at 12-month intervals, and after major repairs or modification, power cranes, derricks, cableways, and hoists must satisfactorily complete a performance test to demonstrate the equipment's ability to safely handle and maneuver the rated loads. The tests shall be conducted in the presence of a representative of the Contracting Officer. Test data shall be recorded, and a copy furnished the Contracting Officer.

5.4.2 PERFORMANCE TEST—POWER CRANES (Crawler mounted, truck mounted, and wheel mounted)

The performance test is to be carried out as per ANSI requirements. The test is to consist of raising, lowering, and braking the load and rotating the test load through 360° degrees at the specified boom angle or radius. Cranes equipped with jibs or boom-tip extensions are to be tested using both the main boom and the jib, with an appropriate test load in each case.

5.4.3 PERFORMANCE TEST—DERRICKS, GANTRY CRANES, TOWER CRANES, CABLEWAYS, AND HOISTS, INCLUDING OVERHEAD CRANES

This equipment is to be performance tested as per ANSI requirements.

5.4.4 BOOM ANGLE INDICATOR

Power cranes (includes draglines) with booms capable of moving in the vertical plane shall be provided with a boom angle indicator in good working order.

5.4.5 CRANE TEST CERTIFICATION.

The performance test required by 5.4.2 and 5.4.3 is fulfilled if the Contractor provides the Contracting Officer a copy of a certificate of inspection made within the past 12 months by a qualified person or by a government or private agency satisfactory to the Contracting Officer.

5.4.6 POSTING FOR HIGH VOLTAGE LINES

A notice of the 10-foot (or greater) clearance required by OSHA 1926.550, Subpart N, shall be posted in the operator's cab of cranes, shovels, boom-type concrete pumps, backhoes, and related equipment.

5.4.7 BOOM STOPS

Cranes or derricks with cable-supported booms, except draglines, shall have a device attached between the gantry of the A-frame and the boom chords to limit the elevation of the boom. The device shall control the vertical motions of the boom with increasing resistance from 83° or less, until completely stopping the boom at not over 87° above horizontal.

5.4.8 SAFETY HOOKS

Hooks used in hoisting personnel or hoisting loads over construction personnel or in the immediate vicinity of construction personnel shall be forged steel equipped with safety keepers. When shackles are used under these conditions, they shall be of the locking type or have the pin secured to prohibit turning.

5.5.1 ROLLOVER PROTECTIVE STRUCTURES

OSHA 1926, Subpart W, Overhead Protection, Sections 1001 and 1002 are applicable regardless of the year in which the equipment was manufactured and regardless of the struck capacity of the equipment.

5.5.2 EQUIPMENT REQUIRING ROPS

The requirement for ROPS meeting 5.5.1 above applies to crawler and rubber-tired tractors such as dozers, push-and-pull tractors, winch tractors, tractors with backhoes, and mowers; off-highway, self-propelled, pneumatic-tired earthmovers, including scrapers, motor graders and loaders; and rollers, compactors, water tankers (excluding trucks with cabs). These requirements shall also apply to agricultural and industrial tractors and similar equipment.

5.5.3 EQUIPMENT REQUIRING SEATBELTS

The requirements for seatbelts as specified in OSHA Subpart O, Motor Vehicles, Mechanized Equipment, and Marine Operations, Section 1926.602 shall also apply to self-propelled compactors and rollers, and rubber-tired skid-steer equipment.

5.6 LIFT PLAN

A Crane Lift or concrete boom truck Plan is required for any crane lift on a Monroe County project.

Lifts exceeding 75% of the crane's stability / structural capacity chart, requiring movement of a crane carriage with the load, personnel platforms, sensitive loads (long lead time, cost), loads requiring two (or more) hooks, work over occupied facilities or work involving encroachment on public rights of way are considered critical. These lifts must be authorized in advance.

Critical crane lift plans, if authorized, may have to be reviewed by a professional engineer (the contractor shall budget the PE review within project budget). Additionally, a critical lift JHA shall be submitted with the crane lift plan.

Crane Lift Plans must be submitted at least 48 hours (2 business days) prior to mobilization – 5 days for critical and helicopter lifts.

Crane Lift Plans must be based on “worst case” combination of load weight with chart deductions and lift radius for a specific crane configuration in a specific location.

The Crane Lift Plan may be valid for more than one day, as long as the configuration, location, maximum expected load, and maximum expected radius does *not* change. Use multiple lift plans for multiple locations.

The Crane Lift Plan must be *COMPLETE* along with attachments – see Section 5 for the required Attachments.

All rigging devices *MUST* bear the name of the manufacturer and be certified as to their capacity. Custom-fabricated devices (lifting beams, spreader bars, etc.) may be acceptable with proper PE stamp or proof testing as required by applicable standards. Capacities shall be marked and legible on all such devices.

Work that is not anticipated in the Crane Lift Plan but may arise due to site conditions (moving equipment, loading materials onto floors, etc.) must be reviewed with Monroe County prior to

hoisting. Changes affecting crane configuration and / or location may require the Crane Lift Plan to be amended.

The contractor is responsible to visit the site prior to the lift date to review documentary information pertaining to the site, which is maintained by Monroe County.

The contractor is responsible (determining adequacy, supplying and installing) for all supporting material (as defined within 29 CFR 1926.1402) necessary for the crane lift.

The contractor is responsible to obtain all information that is necessary to develop a power line safety plan.

The contractor is responsible to train all personnel involved in the Assembly / Disassembly and or Crane Lift.

The contractor must provide the following information along with the Crane Lift Plan:

- Competent / Qualified Person Designation Forms for A/D Director, Operator, Rigger, Signal Person
- Load Chart (complete with notes)
- Range Chart
- Dimension Illustration and Specifications for Crane
- Lightning and Wind Restrictions (from operators' manual)
- Area (Quadrant) of Operation Diagram
- Operator's License, Operators Training Information, USDOT Medical Certification, OSHA 10/30 Hour Course Completion Cards, as may be required by the project.
- Jurisdictional Registration, if required
- JHA for Assembly / Disassembly of Crane, Severe Weather, Truck Load / Unload, Etc.
- JHA for Power Line Encroachment
- 3rd Party Inspection Certification and Report – see Crane Lift Plan for requirements (Note: The inspector shall be certified with the CCAA).
- Weights of Materials
- Rigging Plan
- Logistics Plan

The contractor shall comply with the Site Specific Safety Plan.

The contractor / Crane Company / Rigging Company is responsible for the accuracy of plan and inspections. This planning process has been established to help ensure proper coordination between Contractor, subcontractors and Monroe County.

No warranty or certification of the suitability of this plan is accepted by Monroe County. It is the responsibility of the Contractor/Subcontractor and the Crane Operator to ensure that they and their employees are qualified, competent, properly equipped and properly trained to perform the activities outlined in this plan.

6.0 LADDERS AND SCAFFOLDING:

6.1 LADDERS.

OSHA 1926, Subpart L - Section 450. Ladders shall be used as work platforms only when use of small hand tools or handling of light material is involved. No work requiring lifting of heavy materials or substantial exertion shall be done from ladders.

6.2 SCAFFOLDING. OSHA 1926, Subpart L - Section 451

Scaffolds, platforms or temporary floors shall be provided for all work except that which can be done safely from the ground or similar footing.

6.3 SAFETY BELTS, LIFELINE, AND LANYARDS. OSHA 1926, Subpart E, Section 104

Lifelines, safety belts and lanyards independently attached or attended, shall be used when performing such work as the following when the requirements of 6.1 or 6.2 above cannot be met.

- (a) Work on stored material in hoppers, bins, silos, tanks, or other confined spaces.
- (b) Work on hazardous slopes, structural steel, or poles; erection or dismantling of safety nets, tying reinforcing bars; and work from Boatswain's chairs, swinging scaffolds, or other unguarded locations at elevations greater than 6 feet.
- (c) Work on skips and platforms used in shafts by crews when the skip or cage does not block the opening to within 1 foot of the sides of the shaft, unless cages are provided.

7.0 FIRE PROTECTION

A. Every Contractor and Subcontractor employed on the Project shall exercise good construction practices to prevent fire. It shall be the responsibility of the Contractor to ensure that general fire protection facilities are adequate for his work and to provide additional fire protection facilities and devices, including fire extinguishers as required by their scope of work.

8.0 WORK NEAR ENERGIZED ELECTRICAL LINES OR OTHER UTILITIES

A. It shall be the Contractor's sole and exclusive responsibility:

- (a) To provide personnel capable of working adjacent to energized electrical lines or other utilities
- (b) To provide adequate, safe and properly maintained equipment
- (c) To conduct all of his work in accordance with the safety rules and regulations prescribed by the National Electric Code, National Electric Safety Code, H30, and Safety Rules for Installation and Maintenance of Electrical Supply and Communication Lines Hand Book 81, Occupational Safety and Health Act of 1970, as well as other safety codes in effect at the site of construction and as specified elsewhere herein, or as are generally applicable to the type of work being performed

(d) To continuously supervise and inspect the work being performed to assure that the requirements of (a), (b), and (c) above are complied with, and nothing in these Contract Documents shall be held to mean that any such responsibility is the obligation of the Owner or WSP/Engineer or Sustainability Manager.

9.0 BARRICADES, WARNING DEVICES AND LIGHTING

A. The Contractor shall be solely responsible for providing temporary ladders, guard rails, warning signs, barricades, night guard lights, and deck or floor closures required in connection with his work to comply with Federal, State and local safety requirements. The Contractor shall be solely and exclusively responsible for the design, construction, inspection and maintenance of such facilities at all times.

B. It shall be the responsibility of the Contractor to provide additional temporary lighting, if needed to maintain safe conditions.

C. It shall be the sole and exclusive responsibility of the Contractor to provide a safe place to work for all laborers and mechanics and other persons employed on or in connection with the project, and nothing in these Contract Documents shall be construed to give any of such responsibility to the Owner, WSP/Engineer, or Sustainability Manager.

D. The Contractor shall provide a security fence around the area of the Work so as to prevent entry into the Work area by unauthorized personnel and the general public. The fence shall have fence post bases that eliminate the need to penetrate the ground for support.

10.0 HAZARDOUS MATERIALS

10.1 In the event the Contractor encounters on the site material reasonably believed to be asbestos or polychlorinated biphenyl (PCB) which has not been rendered harmless, the Contractor shall immediately stop Work in the area affected and report the condition to the Owner, Sustainability Manager, and WSP/Engineer in writing. The Work in the affected area shall not thereafter be resumed except by written agreement of the Owner and Contractor if in fact the material is asbestos or polychlorinated biphenyl (PCB) and has not been rendered harmless. The Work in the affected area shall be resumed in the absence of asbestos or polychlorinated biphenyl (PCB), or when it has been rendered harmless, by written agreement of the Owner and Contractor.

10.1.1 The Contractor shall not be required pursuant to Article 7 to perform without consent any Work relating to asbestos or polychlorinated biphenyl (PCB).

10.1.2 If reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to WSP/Engineer and Sustainability Manager in writing. The Owner, Contractor and Sustainability Manager shall then proceed in the same manner described in Subparagraph 10.1

10.1.3 The Owner shall be responsible for obtaining the services of a licensed laboratory to verify a presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to verify that it has been rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in

writing to the Contractor, WSP/Engineer and Sustainability Manager the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of such material or substance or who are to perform the task of removal or safe containment of such material or substance. The Contractor, WSP/Engineer and Sustainability Manager will promptly reply to the Owner in writing stating whether or not any of them has reasonable objection to the persons or entities proposed by the Owner. If the Contractor, WSP/Engineer or Sustainability Manager has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor, WSP/Engineer and Sustainability Manager have no reasonable objection.

10.2 Safety of Persons and Property

10.2.1 The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to:

- .1 employees on the Work and other persons who may be affected thereby;
- .2 The Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Contractor or the Contractor's Subcontractors or Sub-subcontractors;
- .3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction; and
- .4 construction or operations by the Owner or other Contractors

10.2.2 The Contractor shall give notices and comply with applicable laws, ordinances, rules, regulations and lawful orders of public authorities bearing on safety of persons or property or their protection from damage, injury or loss.

10.2.3 The Contractor shall erect and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent sites and utilities.

10.2.4 When use or storage of explosives or other hazardous materials or equipment or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

10.2.5 The Contractor shall promptly remedy damage and loss to property referred to in Clauses 10.2.1.2, 10.2.1.3, 10.2.1.4 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Clauses 10.2.1.2, 10.2.1.3 and 10.2.1.4, except damage or loss attributable to acts or omissions of the Owner, Sustainability Manager or WSP/Engineer or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Paragraph 3.18.

10.2.6 The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner or Sustainability Manager.

10.2.7 The Contractor shall not load or permit any part of the construction or site to be loaded so as to endanger its safety.

11.0 EMERGENCIES

11.1 In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Paragraph 4.7 and Article 7

SECTION 00980 - CONTRACTOR QUALITY CONTROL PLAN

1.1 WSP/Engineer DUTIES AND RESPONSIBILITIES

- A. WSP/Engineer will monitor all work performed by the Contractor and assist the Contractor with his conformance of the work to the Contract Drawings and Specifications.

1.2 CONTRACTOR'S DUTIES AND RESPONSIBILITIES

- A. The Contractor is responsible for the quality of the work performed by his work force on this project as well as the quality of the material, equipment and supplies furnished by him to be incorporated into the work.
- B. The Contractor will provide a Quality Control Plan for approval and designate a Quality Control Representative who will be on site at all times while the respective Contractor's work is in progress and will have the authority and responsibility to accept or reject items of work. The Contractor's Quality Control Representative may delegate his duties, but the primary responsibility and authority will rest on him.
- C. The Contractor's Quality Control Representative will coordinate the submittal of all shop drawings, product data and samples to WSP/Engineer. Any submittal that is at variance to the contract requirements must be identified as such and transmitted to WSP/Engineer for submittal and approval by the Owner. No work requiring submittal of a shop drawing, product data or sample shall commence until the submittal has been reviewed and approved by WSP/Engineer.
- D. The Contractor will bear the responsibility of scheduling all required testing and inspections by the designated material-testing laboratory, in a timely fashion, to prevent needless cancellations and delays of work activities. Any costs caused by untimely notification shall be borne by the Contractor.
- E. The Contractor's Quality Control Representative will review his drawings, procurement documents and contracts to ensure that the technical information provided, and all work performed is in accordance with the latest revisions of the Contract Drawings and Specifications.
- F. The Contractor's Quality Control Representative will perform an inspection upon receipt at the site of the work of all materials, equipment and supplies including those furnished to him by the Owner. Notes from this inspection will be filled out on the appropriate form and included with the Contractor Daily Quality Control Report. Items which are damaged or not in conformance with the respective submittals, quality standards, contract drawings and specifications shall be brought to the attention of Monroe County representative WSP/Engineer on site and then will be identified and segregated from accepted items. Items thus identified will not be incorporated into the work until corrective action acceptable to WSP/Engineer is completed. Items determined unsalvageable will be removed from the job site. These items shall be noted as deficient in the applicable section of the Contractor Daily Quality Control Report.

1.3 INSPECTION AND TESTING

A. INSPECTION PLAN

Sustainability Manager utilizes a multi-point inspection plan for each separate feature of work to be performed under this Contract, i.e., work described by each division of the technical provision section of the contract specifications. This plan consists of the following:

1. Preparatory Inspection—Prior to commencing the work, the Contractor's Quality Control Representative will meet with Sustainability Manager's representative WSP/Engineer and check the following items at a minimum for conformance:
 - (a) Approval of shop drawings and submittals.
 - (b) Approval of inspection and test reports of materials and equipment to be utilized.
 - (c) Completion of previous operations of preliminary work.
 - (d) Availability of materials and equipment required.
 - (e) Potential utility outages.
 - (f) Any other preparatory steps dependent upon the particular operation.
 - (g) Quality standards.
 - (h) Safety or environmental precautions to be observed. (Phase Hazard)

Note: WSP/Engineer will record the minutes to this inspection meeting and distribute accordingly.

2. Initial Inspection—Upon completion of a representative sample of a given feature of the work, the Contractor's Quality Control Representative will meet with Sustainability Manager's representative WSP/Engineer and check the following items at a minimum for conformance:
 - (a) Workmanship to established quality standards.
 - (b) Conformance to contract drawings and specifications.
 - (c) Construction methods, equipment and tools utilized.
 - (d) Materials and articles utilized.
 - (e) Adequacy of testing methods.
 - (f) Adequacy of shop drawings.
 - (g) Adequacy of safety or environmental precautions.

Note: WSP/Engineer will record the minutes to this inspection meeting and distribute accordingly.

3. Follow-up Inspections—The Contractor's Quality Control Representative will inspect the work daily to assure the continuing conformance of the work to the workmanship standards established during the preparatory and initial inspections.

Additionally, as a part of the follow-up inspection, sign-off sheets will be utilized as often as possible. The intent of these sheets is to achieve concurrence from other trade contractors and responsible parties that ensuing work can indeed commence over underlying work. This will prevent oversights and omissions which could elevate costs. Sign-off sheets shall be used for, but not be limited to, concrete, drywall, ceilings, painting, roofing substrates and flooring. These reports are to be generated by the Contractor and submitted to WSP/Engineer Superintendent for approval prior to the start-up of work.

Failure to generate a sign-off sheet or to attain proper signatures prior to covering up underlying work may affect payment for that piece of work if ensuing problems are detected or not. This disciplinary action shall be carried out via the Nonconformance Report. (See Section 1.4.B of this plan.)

Note: The Contractor shall be responsible to record these inspections and all other project related activities encountered throughout the day on the Contractor Daily Quality Control Report.

4. Completion Inspections—Upon completion of a given feature of the work, the Contractor's Quality Control Representative will meet with the Sustainability Manager representative WSP/Engineer, if he so desires to attend, to perform an inspection of the completed work. Nonconforming items will be identified and corrected prior to commencement of the next operation.

Note: The Contractor shall conduct and report corrections of this inspection which shall be a required submittal.

5. Follow-On Inspections—Upon execution of the contractor's completion inspection in elements of the work which result in concealment; such as, ceiling and drywall installations, the Contractor shall schedule and conduct multi-trade or singular inspections prior to covering installation.

Note: WSP/Engineer will record the minutes to this inspection meeting.

6. Pre-Final Inspection—Upon substantial completion of the project work WSP/Engineer shall coordinate and conduct a universal inspection of all areas and elements of the work. The Sustainability Manager may be represented if she so desires. This inspection shall be completed at least (15) days prior to the final substantial completion inspection which shall be conducted by WSP/Engineer. All deficiencies and incomplete work should be completed prior to the final substantial completion inspection.

B. OPERATION AND CHECK OUT TESTING

The Contractor will provide personnel and equipment to perform the operational tests and check-out of the equipment, facilities or equipment constructed, fabricated or installed under this Contract. The Sustainability Manager

representative WSP/Engineer will coordinate and witness all such tests. Notification should be given at least ten (10) days in advance of the scheduled tests.

C. FINAL INSPECTION

WSP/Engineer will coordinate and attend all final inspections of the work. The Sustainability Manager may be represented if she so desires. Prior to requesting a final inspection, all tests for the equipment and systems must be completed.

See Section 01700 for contract closeout.

1.4 REPORTING

Maintaining accurate and retrievable records is extremely important in the Quality Assurance Program. These records will act as a main source of information in the present and in the future for the entire Sustainability Manager team. The main report that will be utilized to provide this information is the Daily Quality Control Report. Nonconformance Reports may also be issued.

A. DAILY QUALITY CONTROL REPORT

The Daily Quality Control Report shall be used to document the summary of daily inspection activities performed by the Contractor's designated Quality Control Representative. It shall include any of the steps of inspection that are performed that day, all test monitoring and any rework of nonconforming items. The daily Quality Control Report section of the Daily Superintendent's Report will be routinely used for daily reporting requirements. When the magnitude or complexity necessitates such, a more separate and comprehensive form will be used. Reference Contractor's Daily Report, and as needed Contractor Daily Quality Control Report, Section 01385.

B. NONCONFORMANCE REPORT

Nonconformance Reports will be issued for work that is found to be in nonconformance with the contract documents or the referenced quality standards. The report will be issued by Sustainability Manager.

It is not the intent to routinely and repeatedly issue nonconformance reports, but to issue them only after normal enforcement standards have been exhausted, or if the work performed is a detriment to the project.

A copy of the Nonconformance Report will be forwarded to the Site Project Manager for his information and/or action. It should also be included in the Contractor's Daily Quality Report package for general review.

Nonconformance Reports will be signed off once the deficient item or items have adequately been corrected. This will be done by the issuing Superintendent and Project Manager. These sign-offs will be included with a corresponding corrective action taken. Significant nonconformance needs to be addressed to prevent recurrence. The signed-off report will also be submitted for review.

Work activities affected by a Nonconformance Report will proportionally counter-affect payments. Whether that be partial or full retainage will be left up to the discretion of Sustainability Manager.

1.5 AUDITS

- A. Sustainability Manager may choose at its option to perform Contractor audits of their Contractor Quality Control Plan at any time. Reports of these audit results will be forwarded to the Project Manager for his action. Any action items noted during an audit for the Contractor will be followed up and documented to insure compliance and avoid recurrence.

1.6 SUMMARY

The intention of this plan is to create a system of checks and balances that will minimize delays caused by rework and a lack of planning and maximize production and insure that the finished product is one that the entire construction team can pride themselves in. These goals can be achieved by giving the Owner exactly what he has bought. The Owner will expect no more and through Quality Assurance, the construction team will provide no less.

SECTION 00990 - SPECIAL CONDITIONS

1. Construction shall be conducted in such a manner as to cause the least possible interruption to normal County business. Necessary access to and from adjacent buildings and the parking area shall be provided at all times.
2. Contractor shall take all means necessary to contain dust and debris as an integral part of the work.
3. Weather intrusion and unauthorized access to the Project Site due to construction activities shall be prevented by the Contractor's careful scheduling of work, or other means satisfactory to the Owner.
4. Contractor shall coordinate construction activities as necessary to avoid security or safety concerns at the Project Site.
5. Information shown on the Drawings is assembled from numerous record information sources and may be inaccurate or incomplete. Contractor shall make such field visits or investigations as are necessary to prepare an accurate and complete bid. Claims for extra work or expense after bid closing which are due to reasonably foreseeable circumstances shall be denied and shall remain the sole risk and expense of the Contractor. Field measured dimensions shall be obtained by the Contractor prior to placing orders for fabrications or prefabricated materials. Adjustments, delays, re-fabrications, or replacement materials due to inaccurate information are the sole responsibility of the Contractor.
6. **SITE SURVEY**
 - A. The Plat of Survey or other survey data are available in the Office of the Sustainability Manager for review and are for the general information of the contractor. The data contained was prepared by WSP/Engineer for the design of the project, and neither the Owner nor WSP/Engineer, nor Sustainability Manager make any representation, guarantee of warranty as to the accuracy or completeness of data indicated, expressed or implied.
 - B. Proposers shall visit the site; make their own investigations, assumptions and conclusions as to the nature and extent of existing surface and overhead conditions affecting the work. Neither the Owner nor WSP/Engineer, nor Sustainability Manager will be responsible for additional type or extent of work required to be performed under the Contract due to any assumptions or conclusions by the successful proposer based upon the survey information provided.

SECTION 01010 - SUMMARY OF THE WORK

1 Project Overview

The Scope of Work for Canals #90 (between Hilson Court and Ivanhoe Court) located in Hammer Point Park in Key Largo, Florida consists of backfilling. The backfilling activities are to be completed so that a natural benthic community can be established. This is a proven restoration technique that was vetted during the demonstration projects and is anticipated to increase the water quality in the canals.

The backfilling shall be done in such a way to prevent impact to the nearshore waters and shall be completed using the proposed staging areas identified in the design drawings ([Exhibit A](#)). The backfilling will raise the canal bottoms to -8.5 ft. NAVD88, which is approximately 7.16 feet below the Mean Lower Low Water (MLLW) level for the canal (a depth that is typically suitable to allow for sufficient light and oxygen to permeate the water column to support a healthy ecological habitat).

2 General Project Intent and Scope

Provide all labor, supervision, engineering, materials, supplies, equipment, tools, transportation, surveying, layout, and protection for the proper execution and completion of all the work in accordance with the Contract Documents. The Work shall include but not be limited to that shown on the Drawings and detailed in the Technical Specifications if any included in this Contract.

SPECIAL PROVISIONS

The following Special Provisions are intended to clarify the scope of work, or highlight features of the work, or modify, change, add to, or delete from the General Scope of this Proposal Package.

1. All licenses required in order to perform the scope of work in the specified location, shall be procured and maintained by the contractor and his subcontractors. Contractor shall submit copies to Sustainability Manager prior to notice to proceed. Contractor's license shall accompany proposal.
2. Contractor is to review Division 1 General Requirements for additional responsibilities required in order to perform this Work.
- 3.. If in the event of conflicting or overlapping requirements in any area of the proposal documents, technical specifications, or drawings, the most stringent condition shall be proposed and constructed. Notify Sustainability Manager in any event, in order to not compromise the Owner's right to make appropriate decisions.

4. Contractor shall maintain As-Built Drawings, (Record Drawings per Section 01720), of his work progression.
6. The Contractor shall not store materials, tools or debris in areas of the project site without written permission. Contractor shall provide suitable storage container and be responsible for disposal off-site of all debris and trash.
7. The Contractor shall coordinate with Owner's representative on available hours for Job Site access. Job site will have limited 8AM -6PM work hours. Contractor will need to schedule work shifts typically from 8AM- 6PM weekly. Any change to agreed upon schedule must be obtained in writing with a minimum of 72 hrs. advanced notice.
8. Coordination of each day's works shall be done in advance with approval from County.

1.2 PROTECTION:

- A. The Contractor shall use every available precaution to provide for the safety of property owner, visitors to the site, and all connected with the work under the Contract.
- B. All existing facilities both above and below ground shall be protected and maintained free of damage. Existing facilities shall remain operating during the period of construction unless otherwise permitted. All access roadways must remain open to traffic unless otherwise permitted.
- C. Barricades shall be erected to fence off all construction areas from operations personnel and the general public. Fence posts shall have bases that eliminate the need to penetrate the ground for support.
- D. Safety Requirements
 1. All application, material handling, and associated equipment shall conform to and be operated in conformance with OSHA safety requirements.
 2. Comply with federal, state and local and owner fire and safety requirements.
 3. Advise owner whenever work is expected to be hazardous to owner employees and/or operations.
 4. Maintain proper fire extinguisher within easy access whenever power tools, roofing kettles, and torches are being used.

1.3 HOUSEKEEPING:

1. Keep materials neat and orderly.
2. Remove scrap, waste and debris from project area daily.
3. Maintenance of clean conditions while work is in progress and cleanup when work is completed shall be in strict accordance with the "General Conditions" of this contract.
4. Maintain Fire protection during construction
5. Housekeeping required on a daily basis

SECTION 01015 - CONTRACTOR'S USE OF PREMISES

PART 1 – GENERAL

1.1 DESCRIPTION

A. Work included:

This Section applies to situations in which the Contractor or his representatives including, but not necessarily limited to, suppliers, subcontractors, employees, and field engineers, enter upon Owner's property.

Related work:

Documents affecting work of this Section include, but are not limited to, General Conditions, Supplementary Conditions, and Sections in Division 1 of these Specifications.

1.2 QUALITY ASSURANCE

A. Promptly upon award of the Contract, notify all pertinent personnel regarding requirements of this Section.

Require all personnel who will enter upon the Owner's property certify their awareness of and familiarity with requirements of this Section.

1.3 SUBMITTALS

Maintain an accurate record of names and identification of all persons entering upon Owner's property in connection with Work of this Contract, including times of entering and times of leaving, and submit a copy of the record to Owner daily.

1.4 TRANSPORTATION FACILITIES

A. Provide adequate protection for curbs and sidewalks over which trucks and equipment pass to reach job site.

Contractor's vehicles:

1. Require Contractor's vehicles, vehicles belonging to employees of Contractor, and all other vehicles entering upon Owner's property in performance of Work of Contract, to use only the Access Route approved in advance by Owner.

Do not permit such vehicles to park on any street or other area of Owner's property except in the area approved by Owner as "Contractor's Parking Area."

1.5 SECURITY

- A. Restrict access of all persons entering upon the Owner's property in connection with work to the Access Route and to actual site of the work.

SECTION 01027 - APPLICATION FOR PAYMENT

1. SUMMARY

This section provides procedures for preparation and submittal of Applications for Payment.

2. FORMAT

The Application for Payment including the Continuation Sheet is the required format for submitting invoices. A copy of these forms is included in this section. The Owner reserves the right to modify the format to better suit his internal accounting system.

3. SUBMITTAL PROCEDURES

- A. The initial Application for Payment will not be processed until the Contractor's Construction Schedule, Schedule of Values, and the initial Submittal Schedule have been received, reviewed and **approved** by Sustainability Manager.
- B. Submit an updated Construction Schedule and Submittal Schedule and a Partial Release of Lien with each Application for Payment.
- C. Payment shall be made according to the Local Government Prompt Payment Act, Sec. 218.70 et seq. Florida Statutes.
- D. Monroe County makes every effort to meet the payment schedule. It is requested that the contractor not make any calls to any County office inquiring about payment until the twentieth (20th) day after submission of the pay request.

4. MONTHLY PAY REQUEST PROCEDURE

- A. WSP/Engineer to review as-builts as to current additions, corrections, etc., prior to monthly approval to ensure as-builts are current.

5. FINAL PAY PROCEDURE

- A. To help expedite the final payment, it is necessary for WSP/Engineer to have a correct and complete package of documents 20 days in advance of requested pay date.
- B. A minimum of ten (10) working days is required from receipt of correct documents for Sustainability Manager to obtain necessary signatures and submit project for Final Payment. Contractor shall submit all required forms and releases to WSP/Engineer. The following documents (**samples attached**) are required for Final Payment:
 - (1) Application and Certificate for Payment
 - (2) Continuation Sheet
 - (3) Certificate of Substantial Completion
 - (4) Contractor's Affidavit of Debts and Claims
 - (5) Contractor's Affidavit of Release of Liens
 - (6) Final Release of Lien

Also, all warranties and guarantees required by Contract, "As-Built" drawings, including red-lined site plan, submittal documents, certification that all utility bills (i.e., electric, local water) have been paid, and a complete list of subcontractors with addresses and phone numbers must be submitted prior to final payment in both bound paper and electronic PDF form on CD/DVD.

- C. It is the Contractor's responsibility to ensure the completeness of the Final Pay Package. Incompleteness will result in delay of Final Pay. Final Pay Requests will not be processed until all the required documents are received by Monroe County Sustainability Manager. Final Pay Request must be submitted no later than 30 days after final project completion and acceptance.**

6. SUBSTANTIATING DATA

- A. When the Owner's Representative requires substantiating information, submit data justifying dollar amounts in question.
- B. Provide one copy of data with cover letter for each copy of submittal. Indicate Application number, date, line item by number and description.

APPLICATION FOR PAYMENT

SUMMARY

Application No: _____

To: Monroe County, Florida

From: _____
Contractor

Project: _____

Contract For: _____

Period: From: _____ To: _____

Contract Date: _____

Original Contract Sum: \$ _____

Net Change By Approved Change Order: _____

Contract Sum To Date: _____

Total Completed & Stored To Date: _____

Retainage _____ % of Completed Work: _____

Total Earned Less Retainage: _____

Less Previous Payments: _____

Current Payment Due: _____

Balance to Finish: _____

Reviewed for Payment

Approved for Payment

Sustainability Program Manager

Date: _____

Date: _____

ENGINEER'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Engineer certifies to the Owner that to the best of the Engineer's knowledge, information and belief, the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the Amount Certified.

This Certificate is not negotiable. The Amount Certified is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without any prejudice to any rights of the Owner or Contractor under this Contract.

Amount Certified: _____
(Attach an explanation if the amount certified differs from the amount applied for)

ENGINEER:

By: _____

Date: _____

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief, the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Applications for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

By: _____ Date: _____

State of: _____ County of: _____

Subscribed and sworn to before me this _____ day of _____, 200____.

Notary Public: _____

My Commission Expires: _____

Approved for Payment

Monroe County, Owner
Roman Gastesi, County Administrator
Date: _____

PAGES

PAGE OF

Containing Contractor's signed Certification is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.
Change Orders added at the end of sheet.

PERIOD TO:

[illegible]

MONROE COUNTY

CONTRACT CHANGE ORDER

PROJECT TITLE:

CHANGE ORDER NO:

INITIATION DATE:

TO CONTRACTOR:

CONTRACT DATE:

The Contract is changed as follows:

The original (Contract Sum) (Guaranteed Maximum Price).....\$

Net change by previously authorized Change Orders.....\$

The (Contract Sum) (Guaranteed Maximum Price) prior to this Change order was.....\$

The (Contract Sum) (Guaranteed Maximum Price) will be (increased) (decreased)
(unchanged) by this Change Order.....\$

The new (Contract Sum) (Guaranteed Maximum Price) including this Change Order is.....\$

The Contract Time will be (increased) (decreased) (unchanged) by.....

The date of Substantial Completion as of the date of this Change Order is.....

Detailed description of change order and justification:

This change Order is % of the original contract price.

Not valid until signed by Owner, Architect (if applicable), and Contractor

ENGINEER:

_____ Date

CONTRACTOR:

_____ Date

SUSTAINABILITY PROGRAM MANAGER:

_____ Date

COUNTY/DEPUTY ADMINISTRATOR

_____ Date

Change Order Attachment per Ordinance No. 004-1999

- Change Order was not included in the original contract specifications. Yes ☐ No ☐

If Yes, explanation:

- Change Order was included in the original specifications. Yes ☐ No ☐

If Yes, explanation of increase in price:

- Change Order exceeds \$25,000 or 5% of contract price (whichever is greater). Yes ☐ No ☐

If Yes, explanation as to why it is not subject for a calling for bids:

- Project engineer approves the change order. Yes ☐ No ☐

If no, explanation of why:

- Change Order is correcting an error or omission in design document. Yes ☐ No ☐

Should a claim under the applicable professional liability policy be made? Yes ☐ No ☐

Explain:

CERTIFICATE OF SUBSTANTIAL COMPLETION

APPLICATION FOR PAYMENT

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PROJECT:

CONTRACT FOR:

CONTRACTOR'S AFFIDAVIT OF PAYMENT OF DEBTS AND CLAIMS

TO OWNER:
(Name and address)

CONTRACT FOR:
CONTRACT DATE:

PROJECT:
(Name and address)

State of:
County of:

The undersigned, pursuant to Article 9 of the General Conditions of the Contract for Construction, hereby certifies that, except as listed below, he has paid in full or has otherwise satisfied all obligations for all materials and equipment furnished, for all work, labor, and services performed, and for all known indebtedness and claims against the Contractor for damages arising in any manner in connection with the performance of the Contract referenced above for which the Owner or his property might in any way be held responsible.

EXCEPTIONS: (If none, write "None". If required by the Owner, the Contractor shall furnish bond satisfactory to the Owner for each exception).

SUPPORTING DOCUMENTS ATTACHED HERETO:

1. Consent of Surety to Final Payment. Whenever Surety is involved, Consent of Surety is required. AIA DOCUMENT G707, CONSENT OF SURETY, may be used for this purpose. Indicate attachment: yes () no ()

CONTRACTOR:

Address:

The following supporting documents should be attached hereto:

1. Contractor's Release or Waiver of Liens, conditional upon receipt of final payment.
2. Separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers, to the extent required by the Owner, accompanied by a list thereof.
3. Contractor's Affidavit or Release of Liens.

By:

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

Notary Public:

My Commission Expires:

CONTRACTOR'S AFFIDAVIT OF RELEASE OF LIENS

TO OWNER:

(Name and address)

CONTRACT FOR:

CONTRACT DATED:

PROJECT:

(Name and address)

State of _____:

County of _____:

The undersigned hereby certifies that to the best of the undersigned's knowledge, information and belief, except as listed below, the Releases or Waivers of Lien attached hereto include the Contractor, all Subcontractors, all suppliers of materials and equipment, and all performers of Work, labor or services who have or may have liens or encumbrances or the right to assert liens or encumbrances against any property of the Owner arising in any manner out of the performance of the Contract referenced above.

EXCEPTIONS:

**SUPPORTING DOCUMENTS ATTACHED
HERETO:**

1. Contractor's Release or Waiver of Liens, conditional upon receipt of final payment.
2. Separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers, to the extent required by the Owner, accompanied by a list thereof.

CONTRACTOR:

(Name and address)

By:

(Signature of authorized representative)

(Printed Name and Title)

Subscribed and sworn to before me this date:

Notary Public:

(SEAL)

My Commission Expires:

MONROE COUNTY

FINAL RELEASE OF LIEN

KNOW ALL MEN BY THESE PRESENTS, that_____

for and consideration of the sum of _____

_____ Dollars
(\$_____)

paid to_____

by Monroe County, Florida receipt of which is hereby acknowledged, do(es) hereby release and quit claim to Monroe County, Florida, the Owner, its successors or assigns, all liens, lien rights, claims or demands of any kind whatsoever which_____

_____ has (have) or might have against the property, building, and/or improvements, on account of labor performed, material furnished, and/or for any incidental expense for the construction of:

thereon or in otherwise improving said property situated as above described.

IN WITNESS WHEREOF THIS _____ day of _____, 20_____

Witness

Name of Company

Witness

Signature, Title

Notary Public

My commission expires:_____

MONROE COUNTY

AFFIDAVIT AND PARTIAL RELEASE OF LIEN

APPLICATION NO.: _____ PERIOD ENDING DATE: _____ APPLICATION DATE: _____

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, for and in consideration of the payment of the sum \$ _____, to be paid to the undersigned, hereby releases, acquits, satisfies and forever discharges, **MONROE COUNTY, OWNER**, their successors and assigns from all suits, causes of action, liens, lien rights, claims or demands of any kind whatsoever, to the extent of the payment to date on account of the furnishing of labor, material or services for the improvement of the following described property:

As part of this PARTIAL RELEASE, THAT UNDERSIGNED HEREBY CERTIFIES the following:

THAT the contract of the undersigned, as adjusted by all increases and decreases, is in the amount of \$ _____, as of the date of the Partial Release and the undersigned has received \$ _____ as payment on the adjusted contract amount as of the date of this Partial Release.

THAT all supplies of labor, material or services furnished to, or for the benefit of the undersigned for improvement to the subject property have been paid in full. Any and all suppliers of labor, material or services for improvement to the subject property, who have not been paid in full are listed below with the amount owing each, claimed by each and the reason for non-payment: (If none, write "NONE")

<u>CLAIMANT</u>	<u>AMOUNT DUE</u>	<u>AMOUNT CLAIMED</u>	<u>REASON FOR NONPAYMENT</u>
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THAT all taxes imposed by all government agencies have been paid and discharged.

THAT all funds have been collected for FICA and withholding taxes have been properly deposited with appropriate agencies or paid to the government as required by law.

THAT the undersigned has no other claims for money against the OWNER other than those Subcontractors'/Suppliers' amounts remaining due and owing on the adjusted contract balance as reflected above.

THAT the undersigned further certifies that if there is a Guarantee, Warranty or Maintenance Agreement in connection with the labor and material furnished by it, that this payment and PARTIAL RELEASE shall not release the undersigned from any obligations under such Guarantee, Warranty, or Maintenance Agreement.

WITNESS MY HAND THIS _____ day of _____, 20_____

Witness

Name of Company

Witness

Signature, Title

SECTION 01030 - ALTERNATES

PART 1 – GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division-1 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section specifies administrative and procedural requirements for Alternates.
- B. Definition: An alternate is an amount proposed by Proposer and stated on the Proposal Form for certain construction activities defined in the Proposal Requirements that may be added to or deducted from Base Proposal amount if the Owner decides to accept a corresponding change in either the installation or methods described in Contract Documents.
- C. Coordination: Coordinate related Work and modify or adjust adjacent Work as necessary to ensure that Work affected by each accepted Alternate is complete and fully integrated into the project.
- D. Notification: Immediately following the award of the Contract, prepare and distribute to each party involved, notification of the status of each Alternate. Indicate whether Alternates have been accepted, rejected or deferred for consideration at a later date. Include a complete description of negotiated modifications to Alternates.
 - 1. Include as part of each Alternate, miscellaneous devices, accessory objects and similar items incidental to or required for a complete installation whether or not mentioned as part of the Alternate.

SECTION 01040 - PROJECT COORDINATION

PART I – GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section specifies administrative and supervisory requirements of the Contractor necessary for Project coordination including, but not necessarily limited to:
 - 1. Coordination
 - 2. Administrative and supervisory personnel
 - 3. General installation provisions
 - 4. Cleaning and protection
- B. Field engineering is included in Section 01050 "Field Engineering".
- C. Progress meetings, coordination meetings and pre-installation conferences are included in Section 01200 "Project Meetings".
- D. Requirements for the Contractor's Construction Schedule are included in Section 01301 "Submittals".

1.3 COORDINATION

- A. Coordination: Coordinate construction activities included under various Sections of these Specifications to assure efficient and orderly installation of each part of the Work. Coordinate construction operations included under different Sections of the Specifications that are dependent upon each other for proper installation, connection, and operation.
 - 1. Where installation of one part of the Work is dependent on installation of other components, either before or after its own installation, schedule construction activities in the sequence required to obtain the best results.
 - 2. Where availability of space is limited, coordinate installation of different components to assure maximum accessibility for required maintenance, service and repair.
 - 3. Make adequate provisions to accommodate items scheduled for later installation.
- B. Where necessary, prepare memoranda for distribution to each party involved outlining special procedures required for coordination. Include items as required notices, reports, and attendance at meetings.

1. Prepare similar memoranda for the Owner and separate Contractors where coordination of their work is required.
- C. Administrative Procedures: Coordinate scheduling and timing of required administrative procedures with other construction activities to avoid conflicts and ensure orderly progress of the Work. Such administrative activities include, but are not limited to, the following:
 1. Preparation of schedules
 2. Installation and removal of temporary facilities
 3. Delivery and processing of submittals
 4. Progress meetings
 5. Project Close-out activities
- D. Conservation: Coordinate construction activities to ensure that operations are carried out with consideration given to conservation of energy, water, and materials.
 1. Salvage materials and equipment involved in performance of, but not actually incorporated in, the Work. Refer to other sections for disposition of salvaged materials that are designated as Owner's property.

1.4 SUBMITTALS

- A. Coordination Drawings: Prepare and submit coordination Drawings where close and careful coordination is required for installation of products and materials fabricated off-site by separate entities, and where limited space availability necessitates maximum utilization of space for efficient installation of different components.
 1. Show the interrelationship of components shown on separate Shop Drawings.
 2. Indicate required installation sequences.
 3. Comply with requirements contained in Section 01301 "Submittals".
- B. Staff Names: Within 3 calendar days of Notice to Proceed, submit a list of the Contractor's principal staff assignments, including the Superintendent and other personnel in attendance at the site; identify individuals, their duties and responsibilities; list their addresses and telephone numbers.
 1. Post copies of the list in the Project meeting room, the temporary field office, and at each temporary telephone.

PART 2 – PRODUCTS (Not Applicable)

PART 3 – EXECUTION

3.1 GENERAL INSTALLATION PROVISIONS

Inspection of Conditions: Require the Installer of each major component to inspect both the substrate and conditions under which Work is to be performed. Do not proceed until unsatisfactory conditions have been corrected in an acceptable manner.

Manufacturer's Instructions: Comply with manufacturer's installation instructions and recommendations, to the extent that those instructions and recommendations are more explicit or stringent than requirements contained in Contract Documents.

Inspect materials or equipment immediately upon delivery and again prior to installation. Reject damaged and defective items.

Provide attachment and connection devices and methods necessary for security Work. Secure Work true to line and level. Allow for expansion and building movement.

Visual Effects: Provide uniform joint widths in exposed Work. Arrange joints in exposed Work to obtain the best visual effect. Refer questionable choices to Engineer for final decision.

Recheck measurements and dimensions, before starting each installation.

Install each component during weather conditions and Project status that will ensure the best possible results. Isolate each part of the completed construction from incompatible material as necessary to prevent deterioration.

Coordinate temporary enclosures with required inspections and tests, to minimize the necessity of uncovering completed construction for that purpose.

Mounting Heights: Where mounting heights are not indicated, install individual components at standard mounting heights recognized within the industry for the particular application indicated. Refer questionable mounting height decisions to Engineer for final decision.

3.1 CLEANING AND PROTECTIONS

- A. During handling and installation, clean and protect construction in progress and adjoining materials in place. Apply protective covering where required to ensure protection from damage or deterioration at Substantial Completion.
- B. Clean and maintain completed construction as frequently as necessary through the remainder of the construction period. Adjust and lubricate operable components to ensure operability without damaging effects.
- C. Limiting Exposures: Supervise construction activities to ensure that no part of the construction completed or in progress, is subject to harmful, dangerous, damaging, or otherwise deleterious exposure during the construction period. Where applicable, such exposures include, but are not limited to, the following:

LIMITING EXPOSURES

1. Excessive static or dynamic loading
2. Excessive internal or external pressures
3. Excessively high or low temperatures
4. Thermal shock
5. Excessively high or low humidity
6. Air contamination or pollution
7. Water
8. Solvents
9. Chemicals
10. Light
11. Radiation
12. Puncture
13. Abrasion
14. Heavy traffic
15. Soiling, staining and corrosion
16. Bacteria
17. Rodent and insect infestation
18. Combustion
19. Electrical current
20. High speed operation
21. Improper lubrication
22. Unusual wear or other misuse
23. Contact between incompatible materials
24. Destructive testing
25. Misalignment
26. Excessive weathering
27. Unprotected storage
28. Improper shipping or handling
29. Theft
30. Vandalism

SECTION 01045 - CUTTING AND PATCHING

PARTS 1, 2 and 3 – Not Applicable.

END OF SECTION 01045

SECTION 01050 - FIELD ENGINEERING

PART 1- GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Divisions 1 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. General: This Section specifies administrative and procedural requirements of the Contractor for field-engineering services including, but not limited to, the following:
 - 1. Land survey work.
 - 2. Civil-engineering services.
 - 3. Damage surveys.
 - 4. Geotechnical monitoring.
- B. Related Sections: The following Sections contain requirements that are related to this Section:
 - 1. Division 1 Section "Coordination" for procedures for coordinating field engineering with other construction activities.
 - 2. Division 1 Section "Submittals" for submitting Project record surveys.
 - 3. Division 1 Section "Project Closeout" for submitting final property survey with Project Record Documents and recording of Owner-accepted deviations from indicated lines and levels.

1.3 SUBMITTALS

- A. Certificates: Submit a certificate signed by the land surveyor or professional engineer certifying the location and elevation of improvements.
- B. Project Record Documents: Submit a record of Work performed and record survey data as required under provisions of "Submittals" and "Project Closeout" Sections.

1.4 QUALITY ASSURANCE

- A. Surveyor Qualifications: Engage a land surveyor registered in the state where the Project is located, to perform required land-surveying services.
- B. Engineer Qualifications: Engage an engineer of the discipline required, licensed in the state where the Project is located, to perform required engineering services.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Identification: The Owner will identify existing control points and property line corner stakes.
- B. Verify layout information shown on the Drawings, in relation to the property survey and existing benchmarks, before proceeding to lay out the Work. Locate and protect existing benchmarks and control points. Preserve permanent reference points during construction.
 - 1. Do not change or relocate benchmarks or control points without prior written approval. Promptly report lost or destroyed reference points or requirements to relocate reference points because of necessary changes in grades or locations.
 - 2. Promptly replace lost or destroyed Project control points. Base replacements on the original survey control points.
- C. Establish and maintain a minimum of 2 permanent benchmarks on the site, referenced to data established by survey control points.
 - 1. Record benchmark locations, with horizontal and vertical data, on Project Record Documents.
- D. Existing Utilities and Equipment: The existence and location of underground and other utilities and construction indicated as existing are not guaranteed. Before beginning site work, investigate and verify the existence and location of underground utilities and other construction.
 - 1. Prior to construction, verify the location and invert elevation at points of connection of sanitary, sewer, storm sewer, and water-service piping.

3.2 PERFORMANCE

- A. Work from lines and levels established by the property survey. Establish benchmarks and markers to set lines and levels at each story of construction and elsewhere as needed to locate each element of the Project. Calculate and measure required dimensions within indicated or recognized tolerances. Do not scale Drawings to determine dimensions.
 - 1. Advise entities engaged in construction activities of marked lines and levels provided for their use.
 - 2. As construction proceeds, check every major element for line, level, and plumb.
- B. Surveyor's Log: Maintain a surveyor's log of control and other survey work. Make this log available for reference.
 - 1. Record deviations from required lines and levels and advise WSP/Engineer when deviations that exceed indicated or recognized tolerances are

- detected. On Project Record Drawings, record deviations that are accepted and not corrected.
2. On completion of foundation walls, major site improvements, and other work requiring field-engineering services, prepare a certified survey showing dimensions, locations, angles, and elevations of construction and site work.
- C. Site Improvements: Locate and lay out site improvements, including pavements, stakes for grading, fill and topsoil placement, utility slopes, and invert elevations.
 - D. Building Lines and Levels: Locate and lay out batter boards for structures, building foundations, column grids and locations, floor levels, and control lines and levels required for mechanical electrical work.
 - E. Existing Utilities: Furnish information necessary to adjust, move, or relocate existing structures, utility poles, lines, services, or other appurtenances located in or affected by construction. Coordinate with local authorities having jurisdiction.

SECTION 01200 - PROJECT MEETINGS

PART 1 - GENERAL

1. SUMMARY

A. Section includes:

1. Project meetings

2. WSP/ENGINEER'S RESPONSIBILITY

A. WSP/Engineer shall schedule and administer pre-construction meeting, periodic progress meetings, and specially called meetings throughout progress of the Work.

1. Prepare agenda for meetings.
2. Provide notice of each meeting 24 hours in advance of meeting date or provide as much advance notice as possible.
3. Make physical arrangements for meetings.
4. Preside at meetings.
5. Record the minutes; include significant proceedings and decisions.
6. Reproduce and distribute copies of minutes.
 - a. To participants in the meeting.
 - b. To parties affected by decisions made at the meeting.
 - c. To Monroe County staff as needed.

B. Representatives of the Contractors, subcontractors and suppliers attending meetings shall be qualified and authorized to act on behalf of the entity each represents.

C. The Engineer and the Owner's Representative may attend meetings to ascertain that the Work is expedited consistent with the Contract Documents and construction schedules.

3. PRE-CONSTRUCTION MEETING

A. Location: A central site designated by WSP/Engineer.

B. Attendance:

1. Monroe County Sustainability Manager designee.
2. WSP/Engineer and his professional consultants (as required).
3. The Contractor's Superintendent.
4. Major subcontractors.
5. Major suppliers.
6. Others as appropriate.

C. Suggested Agenda:

1. Distribution and discussion of:
 - a. List of major subcontractors and suppliers.
 - b. Projected Construction Schedules.
2. Critical Work sequencing.
3. Major equipment deliveries and priorities.

4. Project Coordination.
 - a. Designation of responsible personnel.
5. Procedures and processing of:
 - a. Field decisions.
 - b. Bid requests.
 - c. Submittals.
 - d. Change Orders.
 - e. Applications for Payment.
6. Adequacy of distribution of the Contract Documents.
7. Procedures for maintaining Record Documents.
8. Use of premises:
 - a. Office, work and storage areas.
 - b. The Owner's requirements.
9. Construction facilities, controls and construction aids.
10. Temporary utilities.
11. Safety and first-aid procedures.
12. Security procedures.
13. Housekeeping procedures.
14. Distribute meeting minutes within (3) days.

4. PERIODIC PROGRESS MEETINGS

- A. The Contractor's Project Manager and/or Superintendent shall be required to attend a periodic scheduled meeting.
- B. Location of the meetings: A central site designated by WSP/Engineer, typically it will be at the project site.
- C. Attendance:
 1. Monroe County Sustainability Manager designee
 2. WSP/Engineer and his professional consultants as needed.
 3. Contractors as appropriate to the agenda.
 4. Suppliers as appropriate to the agenda.
 5. Others.
- D. Suggested Agenda:
 1. Distribute meeting minutes.
 2. Approval of the minutes.
 3. Review of Work progress since previous meeting.
 4. Field observations, problems, conflicts, Requests for Information (RFI).
 5. Problems which impede Construction Schedule.
 6. Review of off-site fabrication, delivery schedules.
 7. Corrective measures and procedures to regain projected schedule.
 8. Revisions to Construction Schedule.
 9. Progress, schedule, during succeeding Work period.
 10. Coordination of schedules.
 11. Review submittal schedules.
 12. Maintenance of quality standards.
 13. Pending changes, substitutions and Change Order Requests (COR).
 14. Review proposed changes for:
 - a. Effect on Construction Schedule and on completion date.
 - b. Effect on other contracts of the Project.

15. Other business.

E. Revisions to minutes:

1. Unless published minutes are challenged in writing prior to the next regularly scheduled progress meeting, they will be accepted as properly stating the activities and decisions of the meeting.
2. Persons challenging published minutes shall reproduce and distribute copies of the challenge to all indicated recipients of the particular set of minutes.
3. Challenge to minutes shall be settled as priority portion of “old business” at the next regularly scheduled meeting.

SECTION 01301 - SUBMITTALS

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes:
 - 1. The Contractor shall submit to WSP/Engineer, shop drawings, product data, certifications and samples required by the technical sections.
 - 2. The Contractor shall prepare and submit a separate schedule listing dates for submission and dates for review.
- B. Related Sections:
 - 1. Section 00750 - GENERAL CONDITIONS
 - 2. Individual submittals required: refer to each specific section, for certifications, shop drawings, product data and sample requirements.

1.2 SUBMITTAL SCHEDULE

- A. The Contractor shall submit within five (5) days of Notice to Proceed, and prior to proceeding with the site work, a preliminary "Submittal Schedule" to Sustainability Manager and WSP/Engineer for review, modification and response. No payment applications will be processed prior to finalizing the submittal schedule. The "Submittal Schedule" shall contain the following information for all required submittals on both paper and electronic PDF.
 - 1. Specification Section number and name.
 - 2. Specification Section paragraph identification which describes submittal requirement.
 - 3. Submittal information required, (i.e., sample, test data, shop drawing, etc.).
- B. The Contractor shall also supply the following dates in order to meet the project schedule.
 - 1. Date submittal is scheduled to be submitted.
 - 2. Date contractor has scheduled to order material or equipment or the submittal item.
 - 3. Date contractor has scheduled delivery to job-site of material or equipment or the submittal item.
 - 4. Add any remarks or unique items that Sustainability Manager and WSP/Engineer should be aware of.
- C. The Contractor shall allow a minimum of two (2) days for review of submittal by Sustainability Manager and WSP/Engineer (in calendar days).
- D. The submittal master record will then be used to track submittals within the process.

1.3 SHOP DRAWINGS - Not applicable

1.4 PRODUCT DATA

- A. Product data such as catalog cuts, brochures or manufacturer's sheets will be submitted and adequately identified to WSP/Engineer. Submit four (4) copies of product data to WSP/Engineer.
- B. Modify product data sheets to delete information which is not applicable to the Project. Provide additional information if necessary to supplement standard information.
- C. The contractor shall submit seven (7) sets to WSP/Engineer. WSP/Engineer will check and return five (5) copies to the Contractor after review.

1.5 SAMPLES

- A. Provide samples to illustrate materials, equipment or workmanship, and to establish standards by which completed work may be judged.
- B. Construct mock-ups as required by the technical sections, at the Project Site in a location designated by WSP/Engineer. Construct mock-ups, including adjacent work required, to demonstrate the final appearance of the Work.
- C. The contractor shall submit (3) samples to WSP/Engineer and (1) will be returned to the contractor after review/return from WSP/Engineer.

1.6 CERTIFICATIONS

- A. Provide certifications as required by various technical sections on the Contractor's letterhead stationery. Certifications shall be identified to this Project, dated and bear Contractor's signature in the same format used for the Owner/Contractor agreement.
- B. Clearly identify the materials referenced and state that the material and the intended installation methods, where applicable, are in compliance with the Contract Documents. Attach manufacturer's affidavits where applicable.
- C. The Contractor shall submit one (1) original, one (1) electronic and two (2) hardcopies to WSP/Engineer. WSP/Engineer will retain two (2) sets and the balance returned to the Contractor after review.

1.7 THE CONTRACTOR'S RESPONSIBILITIES

- A. Before making submittals to WSP/Engineer, review each submittal, make changes or notations as necessary to conform to the Contract Documents, identify such review with review stamp and forward reviewed submittal with comments to WSP/Engineer for review. Return submittals not meeting Contract requirements to subcontractors and do not forward such submittals to WSP/Engineer.
- B. Submit catalog sheets, product data, shop drawings and where specified, submit calculations, material samples, color chips or charts, test data, warranties and guarantees all at the same time for each submittal item.

- C. Verify field measurements and product catalog numbers or similar data.
- D. Clearly identify on the submittal and transmittal to WSP/Engineer in writing of deviations in submittals from the requirements of the Contract Documents.
- E. After WSP/Engineer's review, distribute copies with one copy to be maintained at the Project Site for reference use and other copies distributed to suppliers and fabricators.
- F. Do not begin the Work which requires submittals until return of submittals with WSP/Engineer's stamp and initials indicating review.
- G. The Contractor's responsibility for errors and omissions in submittals is not relieved by WSP/Engineer's review of submittals.
- H. The Contractor's responsibility for deviations in submittals from requirements of the Contract Documents is not relieved by WSP/Engineer review of submittals unless WSP/Engineer gives written acceptance of specific deviations.

1.8 WSP/ENGINEER'S RESPONSIBILITIES

- A. WSP/Engineer will review submittals with reasonable promptness, checking only for conformance with the design compliance of the Project and compliance with information given in the Contract Documents.
- B. WSP/Engineer will make changes or notations directly on the submittal, identify such review with his review stamp, obtain and record the Record File copy and return the submittal to the Contractor, with copies to WSP/Engineer.
- C. WSP/Engineer will return to the Contractor, without review, all submittals not bearing the Contractor's review stamp or not showing it has been reviewed by the Contractor.

SECTION 01310 - PROGRESS SCHEDULES

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes:
 - 1. Contractor submission of Progress schedules
 - 2. Contractor submission of Revisions to schedules
- B. Related sections:
 - 1. Scope of work.
- C. Description:
 - 1. Progress Schedules: promptly after award of the Contract and prior to proceeding with the site work, prepare and submit to Sustainability Manager and WSP/Engineer for approval, construction progress schedules for the work, with sub-schedules of related activities which are essential to its progress. Also incorporate manpower loading related to each activity on the construction schedule.
 - 2. Revisions to Schedule: submit revised/updated progress schedules with each payment application.

1.2 FORMAT

- A. Prepare Progress Schedules, Contractor to submit format of schedule for approval by Sustainability Manager and WSP/Engineer.

1.3 CONTENT

- A. Indicate complete sequence of construction by activity, with dates for beginning and completion of each element of construction.
- B. Identify work of separate stages and other logically grouped activities.
- C. Provide sub-schedules to define critical portions of the entire schedule.

1.4 REVISIONS TO SCHEDULES

- A. Indicate progress of each activity to date of submittal, and projected completion date of each activity.
- B. Identify activities modified since previous submittal, major changes in scope, and other identifiable changes.
 - 1. Major changes in scope.
 - 2. Activities modified since previous submission.
 - 3. Revised projections of progress and completion.
 - 4. Other identifiable changes.

- C. Provide a narrative report as needed to define:
 - 1. Problem areas, anticipated delays and the impact on the schedule.
 - 2. Corrective action recommended and its effect.
 - 3. The effect of changes on schedules of other prime contractors.

1.5 SUBMITTALS

- A. Submit initial schedules within five (5) days after receipt of the Contract Notice to Proceed.
 - 1. Sustainability Manager and WSP/Engineer will review schedules and return approved copy.
 - 2. Submit revised Progress Schedules with each Application for Payment.

1.6 DISTRIBUTION

- A. Distribute copies of the reviewed schedules to:
 - 1. Job site file.
 - 2. Subcontractors.
 - 3. Other concerned parties.
- B. Instruct recipients to report promptly to the Contractor, in writing, any problems anticipated by the projections shown in the schedules.

Note: It is not incumbent upon Sustainability Manager or WSP/Engineer to notify the Contractor when to begin, to cease, or to resume work nor to give early notice of faulty or defective work, or in any way to superintend so as to relieve the Contractor of responsibility or of any consequence of neglect or carelessness.

SECTION 01370 - SCHEDULE OF VALUES

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes: Contractor submission of a Schedule of Values.
 - 1. The Schedule of Values allocated to the various portions of the Work shall be submitted to Sustainability Manager within five (5) days after Notice to Proceed.
 - 2. No item in the Schedule of Values shall exceed \$25,000.00 without prior approval from Monroe County Sustainability Manager.
 - 3. Upon request of Sustainability Manager, revise and/or support the values with data which will substantiate their correctness.
 - 4. The Schedule of Values forms the basis for the Contractor's Applications for Payment.
 - 5. The Schedule of Values shall be the basis for the amount of credit to be allowed by the Contractor to the Owner as per 5.6.1 of the Contract.

1.2 FORM AND CONTENT OF SCHEDULE OF VALUES

- A. Type schedule on AIA G703 Form; the Contractor's standard forms and automated printout will be considered by Sustainability Manager upon the Contractor's request. Identify schedule with:
 - 1. Title of Project and location
 - 2. Architect/Engineer
 - 3. Name and Address of the Contractor
 - 4. Contract designation
 - 5. Date of submission
- B. List the installed value of the component parts of the Work in sufficient detail to serve as a basis for computing values for progress payments during construction.
- C. Follow the Specifications as the format for listing component items.
 - 1. Identify each line item with the number and title of the respective major section of the Specifications.
- D. Itemize separate line item cost for each of the following general cost items:
 - 1. Mobilization.
 - 2. Bonds, Insurance and Permits.
 - 3. Clean-up.
 - 4. Submittals.
 - 5. Safety.
- E. For each major line item list sub-values of major products or operations under the item.
- F. For the various portions of the Work:
 - 1. Include a directly proportional amount of the Contractor's overhead and profit for each item.

2. for items on which progress payments will be requested for stored materials, break down the value into:
 - a. The cost of the materials delivered and unloaded, with taxes paid.
 - b. The total installed value.
 - c. Attach vendor invoices.
 - d. No progress payments will be made for any materials stored off site.
 3. Submit a sub-schedule for each separate stage of work specified
- G. The sum of values listed in the schedule shall equal the total Contract Sum.

1.3 REVIEW AND SUBMITTAL

- A. After review by Sustainability Manager, revise and resubmit schedule (and Schedule of Material Values) as required.
- B. Resubmit revised schedule in same manner.

SECTION 01385 - DAILY CONSTRUCTION REPORTS

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes:
1. Requirement for Daily Construction Reports by the General Contractor.
 2. Scheduled submission times for Daily Construction Reports.

1.2 FORM AND CONTENT OF DAILY CONSTRUCTION REPORTS

- A. Daily Construction Reports shall be submitted by the General Contractor performing work on the project. We have provided a form for your use at the end of this section. If you chose to use your own form, all the information asked for on the Daily Construction Report form included in this section, must be included on your form. Items to be addressed on the Report are:
1. Title of Project
 2. Name of Contractor
 3. Date and day of Report information. For example, you performed work on Thursday, February 14, 2008, so you would therefore use "Thursday, 2/14/08." This holds true even if you did not complete filling out the Report until Friday, 2/15/08.
 4. Contract designation.
 5. Note any major Shipments received on that particular day.
 6. Note major equipment used that day.
 7. Note manpower used and designate what trades. For example, if you were the mechanical contractor, you would also list how many insulators, pipe fitters, etc., that you were also managing, even if they were subcontractors. In addition, list the names of the subcontractors that were on-site that day.
 8. Note any deficiencies in your work, and corrective actions taken to resolve the deficiencies.
 9. Note any safety violations discovered, whether or not caused by your forces.
 10. Provide a full description of work performed that day, by all subcontractors, and or employees, currently working on the project. Furthermore, be sure to include any problems or unusual conditions discovered.
 11. Report is to be signed by the authorized representative of the contractor, and should the signature not be legible, print the name of the signer next to the signature.

1.3 SCHEDULE OF SUBMITTING DAILY REPORTS

- A. Daily Reports are to be submitted to WSP/Engineer at the regularly scheduled Project Meetings. Contractors are to submit the original of their report and should keep a copy for their records. WSP/Engineer or Sustainability Manger photocopying facilities are not to be used in the reproduction for submission of the reports.

- B. Should contractor fail to comply with these instructions, the contractor's payment application for the following month will be held in abeyance until such time the contractor properly submits the delinquent reports.

DAILY CONSTRUCTION REPORT

PROJECT: REPORT NO:

CONTRACTOR:

DATE	TIME	WEATHER	TEMP.RANGE
EST. % OF COMPLETION		CONFORMANCE WITH SCHEDULE (+,-)	
WORK IN PROGRESS		PRESENT AT SITE	

OBSERVATIONS

ITEMS TO SATISFY

INFORMATION OR ACTION REQUIRED

ATTACHMENTS

REPORT BY:

SECTION 01395 - REQUEST FOR INFORMATION (RFI)

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes:
 - 1. Notification to WSP/Engineer and Sustainability Manager in the event errors, field conflicts, and omissions are found in the Contract Documents or clarifications are necessary.
 - 2. Utilization of (RFI) form.
- B. Related Sections:
 - 1. General Conditions Article 2.3
 - 2. General Conditions Article 8.3.2
 - 3. General Conditions Article 12.3

1.2 FORM AND CONTENT OF REQUEST FOR INFORMATION

- A. All errors, field conflicts, and omissions in the Contract Documents shall be brought to the attention of WSP//Engineer and Sustainability Manager immediately. If clarifications are necessary, the request is to be conveyed to WSP/Engineer and Sustainability Manager. WSP/Engineer and Sustainability Manager will respond to the Contractor. The RFI is a tool established to provide expedient clarifications of contract drawings, specifications or field conflicts. It is not meant to be a substitute for good communication.
- B. The RFI is not meant for formal notification of extra work. Reference General Conditions paragraph 8.3.2 and 12.3 (see Supplementary General Conditions), when formal correspondence is required for formal notification of time extensions, and for cost change notifications.
- C. The responses provided on the RFI form to the Contractor are considered by the Owner to be clarifications and/or minor changes in the Work not involving an adjustment in the Contract Sum or an extension of the Contract time per Paragraph 12.4 of the Contract General Conditions. Should the Contractor consider the RFI response requires extra work, notification in accordance with Paragraph 12.3.1 of the Supplementary General Conditions is required.

1.3 UTILIZATION OF RFI FORM

- A. The RFI form to be utilized is included at the end of this section, if you wish to use a form of your own; it must contain the same information requested on our form.

REQUEST FOR INFORMATION (RFI)

DATE	_____		
RFI #	_____		
PROJECT	_____		
FROM	_____		

	CONTRACTOR		

	ADDRESS		

	PHONE	FAX	CELL

TO	_____		
	ARCHITECT		

	ADDRESS		

	PHONE	FAX	CELL

DESCRIPTION	_____		

CONTRACTOR RECOMMENDATION	_____		

COST IMPACT	_____		

	NAME		DATE
	_____		_____
RESPONSE	_____		

	NAME		DATE
	_____		_____

SECTION 01400 - QUALITY CONTROL

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions, and other Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for quality control services.
- B. Quality control services include inspections, tests, and related actions, including reports performed by Contractor, by independent agencies, and by governing authorities. They do not include contract enforcement activities performed by Architect.
- C. Inspection and testing services are required to verify compliance with requirements specified or indicated. These services do not relieve Contractor of responsibility for compliance with Contract Document requirements.
- D. Requirements of this Section relate to customized fabrication and installation procedures, not production of standard products.
 - 1. Specific quality control requirements for individual construction activities are specified in the Sections that specify those activities. Requirements in those Sections may also cover production of standard products.
 - 2. Specified inspections, tests, and related actions do not limit Contractor's quality control procedures that facilitate compliance with Contract Document requirements.
 - 3. Requirements for Contractor to provide quality control services required by Owner, or authorities having jurisdiction are not limited by provisions of this Section.
- E. Related Sections: The following Sections contain requirements that are related to this Section:
 - 1. Division 1 Section "Cutting and patching" specifies requirements for repair and restoration of construction disturbed by inspection and testing activities.
 - 2. Division 1 Section "Submittals" specifies requirements for development of a schedule of required tests and inspections.

1.3 RESPONSIBILITIES

- A. The contractor shall be responsible to secure, provide, and pay for all inspections, test, and other quality-control services specified and required by the contract or governing authorities. Costs for these services are included in the Contract Sum. Any reference in the Contract Documents, Drawings, Front End Documents or Technical Specifications indicating the Owner is responsible to secure and pay for testing shall be disregarded and rendered null and void.
 - 1. Where individual Sections specifically indicate that certain inspections, tests, and other quality-control services are the Contractor's responsibility, the Contractor shall employ and pay a qualified independent testing agency to perform quality-control services. Costs for these services are included in the Contract Sum.
 - a. Where the Owner has engaged a testing agency for testing and inspecting part of the Work, and the Contractor is also required to engage an entity for the same or related element, the Contractor shall not employ the entity engaged by the Owner, unless agreed to in writing by the Owner.
- B. Re-testing: The Contractor is responsible for re-testing where results of inspections, tests, or other quality-control services prove unsatisfactory and indicate noncompliance with Contract Document requirements, regardless of whether the original test was Contractor's responsibility.
 - 1. The cost of re-testing construction, revised or replaced by the Contractor, is the Contractor's responsibility where required tests performed on original construction indicated noncompliance with Contract Document requirements.
- C. Associated Services: Cooperate with agencies performing required inspections, tests, and similar services, and provide reasonable auxiliary services as requested. Notify the agency sufficiently in advance of operations to permit assignment of personnel. Auxiliary services required include, but are not limited to, the following:
 - 1. Provide access to the Work.
 - 2. Furnish incidental labor and facilities necessary to facilitate inspections and tests.
 - 3. Take adequate quantities of representative samples of materials that require testing or assist the agency in taking samples.
 - 4. Provide facilities for storage and curing of test samples.
 - 5. Deliver samples to testing laboratories.
 - 6. Provide the agency with a preliminary design mix proposed for use for materials mixes that require control by the testing agency.
 - 7. Provide security and protection of samples and test equipment at the Project Site.
- D. Duties of the Testing Agency: The independent agency engaged to perform inspections, sampling, and testing of materials and construction specified in individual Sections shall cooperate with the Architect and the Contractor in performance of the agency's duties. The testing agency shall provide qualified personnel to perform required inspections and tests.

1. The agency shall notify WSP/Engineer, the Sustainability Manager and the Contractor promptly of irregularities or deficiencies observed in the Work during performance of its services.
2. The agency is not authorized to release, revoke, alter, or enlarge requirements of the Contract Documents or approve or accept any portion of the Work.
3. The agency shall not perform any duties of the Contractor.

1.4 SUBMITTALS

- A. Unless the Contractor is responsible for this service, the independent testing agency shall submit a certified written report, in duplicate, of each inspection, test, or similar service to WSP/Engineer and Sustainability Manager. If the Contractor is responsible for the service, submit a certified written report, in duplicate, of each inspection, test, or similar service through the Contractor.
 1. Submit additional copies of each written report directly to the governing authority, when the authority so directs.
 2. Report Data: Written reports of each inspection, test, or similar service include, but are not limited to, the following:
 - a. Date of issue.
 - b. Project title and number.
 - c. Name, address, and telephone number of testing agency.
 - d. Dates and locations of samples and tests or inspections.
 - e. Names of individuals making the inspection or test.
 - f. Designation of the Work and test method.
 - g. Identification of product and Specification Section.
 - h. Complete inspection or test data.
 - i. Test results and an interpretation of test results.
 - j. Ambient conditions at the time of sample taking and testing.
 - k. Comments or professional opinion on whether inspected or tested Work complies with Contract Document requirements.
 - l. Name and signature of laboratory inspector.
 - m. Recommendation on re-testing.

1.5 QUALITY ASSURANCE

- A. Qualifications for Service Agencies: Engage inspection and testing service agencies, including independent testing laboratories, that are pre-qualified as complying with the American Council of Independent Laboratories' Recommended Requirements for Independent Laboratory Qualification" and that specialize in the types of inspections and tests to be performed.
 1. Each independent inspection and testing agency engaged on the Project shall be authorized by authorities having jurisdiction to operate in the state where the Project is located.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION

3.1 REPAIR AND PROTECTION

- A. General: Upon completion of inspection, testing, sample taking and similar services, repair damaged construction and restore substrates and finishes. Comply with Contract Document requirements for Division 1 Section "Cutting and Patching".
- B. Protect construction exposed by or for quality-control service activities and protect repaired construction.
- C. Repair and protection are Contractor's responsibility, regardless of the assignment of responsibility for inspection, testing, or similar services.

SECTION 01410 - TESTING LABORATORY SERVICES

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Selection and payment
2. The Contractor submittals
3. Testing laboratory responsibilities
4. Testing laboratory reports
5. Limits on testing laboratory authority
6. The Contractor responsibilities
7. Schedule of inspections and tests

B. Section Includes:

1. Section 00750 - GENERAL CONDITIONS
2. Section 01700 - CONTRACT CLOSEOUT
3. Section 01800 - SOIL BORING DATA
4. Individual Specification Sections: inspections and tests required, and standards for testing.

1.2 SELECTION AND PAYMENT

- A.** The Contractor shall be responsible to secure and pay for all testing services of a qualified independent testing laboratory to perform specified inspections and testing as indicated in Technical Specification Sections and as required by the contract or any governing authorities. Any reference in the Contract Documents, Drawings, Front End Documents or Technical Specification indicating the Owner is responsible to secure and pay for testing shall be disregarded and rendered null and void.
- B.** Employment of testing laboratory shall in no way relieve the Contractor of obligation to perform the Work in accordance with requirements of the Contract Documents.

1.3 QUALITY ASSURANCE

- A.** Testing laboratory: authorized to operate in the State of Florida.
- B.** Testing laboratory staff: maintain a full time registered Engineer on staff to review services.
- C.** Testing Equipment: calibrated at reasonable intervals with devices of accuracy traceable to either National Bureau of Standards (NBS) standards or accepted values of natural physical constants.
- D.** Meet "Recommended Requirements for Independent Laboratory Qualification," published by American Council of Independent Laboratories.

1.4 TESTING LABORATORY RESPONSIBILITIES

- A. Test samples of mixes.
- B. Provide qualified personnel at the Site. Cooperate with WSP/Engineer and the Contractor in performance of services.
- C. Perform specified inspection, sampling, and testing of products in accordance with specified standards.
- D. Ascertain compliance of materials and mixes with requirements of the Contract Documents.
- E. Promptly notify WSP/Engineer and the Contractor of observed irregularities or non-conformance of the Work or products.
- F. Perform additional inspections and tests required by the WSP/Engineer.

1.5 TESTING LABORATORY REPORTS

- A. After each inspection and test, promptly submit copies of testing laboratory report to WSP/Engineer and Contractor.
- B. Include:
 - 1. Date issued
 - 2. Project title and number
 - 3. Name of inspector
 - 4. Date and time of sampling or inspection
 - 5. Identification of product and Specifications Section
 - 6. Location in the Project
 - 7. Type of inspection or test
 - 8. Date of test
 - 9. Results of test
 - 10. Conformance with the Contract Documents
- C. When requested by WSP/Engineer, provide interpretation of test results.

1.6 LIMITS ON TESTING LABORATORY AUTHORITY

- A. The testing laboratory may not release, revoke, alter, or enlarge on requirements of the Contract Documents.
- B. The testing laboratory may not approve or accept any portion of the Work.
- C. The testing laboratory may not assume any duties of the Contractor.
- D. The testing laboratory has no authority to stop the Work.

1.7 THE CONTRACTOR RESPONSIBILITIES

- A. Deliver to the testing laboratory at designated location, adequate samples of materials proposed to be used which require testing, along with proposed mix designs.
- B. Cooperate with testing laboratory personnel and provide access to the Work and to the manufacturer's facilities.
- C. Provide incidental labor and facilities to provide access to the Work to be tested, to obtain and handle samples at the Site or at source of products to be tested, to facilitate tests and inspections, storage and curing of test samples.
- D. Notify WSP/Engineer and the testing laboratory 24 hours prior to expected time for operations requiring inspection and testing services.
- E. Employ services of a separate qualified testing laboratory and pay for additional samples and tests which are beyond the specified requirements.

1.8 RETEST RESPONSIBILITY

- A. Where the results of required inspections, tests, or similar services prove unsatisfactory and do not indicate compliance with the requirements of the Contract Documents, the cost for any re-tests shall be the responsibility of the Contractor.

SECTION 01421 - REFERENCE STANDARDS AND DEFINITIONS

PART 1 – GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions and other Division 1 Specifications Sections, apply to this Section.

1.2 DEFINITIONS

- A. General: Basic Contract definitions are included in the conditions of this Contract.
- B. Indicated: The term “indicated” refers to graphic representations, notes or schedules on the Drawings, or other Paragraphs or Schedules in the Specifications, and similar requirements in the Contract Documents. Where terms such as “shown”, “noted”, “scheduled”, and “specified” are used, it is to help the reader locate the reference; no limitation on location is intended.
- C. Directed: Terms such as “directed”, “requested”, “authorized”, “selected”, “approved”, “required”, and “permitted” mean “directed by WSP/Engineer”, “requested by WSP/Engineer”, and similar phrases.
- D. Approve: The term “approved”, where used in conjunction with WSP/Engineer’s action on the Contractor’s submittals, applications, and requests, is limited to WSP/Engineer’s duties and responsibilities as stated in the Conditions of the Contract.
- E. Regulation: The term “regulations” includes laws, ordinances, statutes, and lawful orders issued by authorities having jurisdiction, as well as rules, conventions, and agreements within the construction industry that control performance of the Work.
- F. Furnish: The term “furnish” is used to mean “supply and deliver to the Project site, ready for unloading, unpacking, assembly, installation, and similar operations.”
- G. Install: The term “install” is used to describe operations at project site including the actual “unloading, unpacking, assembly, erection, placing, anchoring, applying, working to dimension, finishing, curing, protecting, cleaning, and similar operations.”
- H. Provide: The term “provide” means “to furnish and install, complete and ready for the intended use.”
- I. Installer: An “Installer” is the Contractor, or an entity engaged by the Contractor, either as an employee, subcontractor, or contractor of lower tier for performance of a particular construction activity, including installation, erection, application, and similar operations. Installers are required to be experienced in the operations they are engaged to perform.
 - 1. The term “experienced”, when used with the term “Installer”, means having a minimum of five previous projects similar in size and scope to this Project, being familiar with the special requirements indicated, and having complied with requirements of the authority having jurisdiction.
 - 2. Trades: Use of titles such as “carpentry” is not intended to imply that certain construction activities must be performed by accredited or

unionized individuals of a corresponding generic name, such as “carpenter”. It also does not imply that requirements specified apply exclusively to tradespersons of the corresponding general name.

3. Assignment of Specialists: Certain Sections of the Specifications require that specific construction activities shall be performed by specialists who are recognized experts in the operations to be performed. The specialists must be engaged for those activities, and assignments are requirements over which the Contractor has no choice or option. Nevertheless, the ultimate responsibility for fulfilling Contract requirements remains with the Contractor.
 - a. This requirement shall not be interpreted to conflict with enforcement of building codes and similar regulations governing the Work. It is also not intended to interfere with local trade union jurisdictional settlements and similar conventions.
- J. Project Site is the space available to the contractor for performance of construction activities, either exclusively or in conjunction with others performing other work as part of the Project. The extent of the Project site is shown on the Drawings and may or may not be identical with the description of the land on which the Project is to be built.
- K. Testing Laboratories: A “testing laboratory” is an independent entity engaged to perform specific inspections or tests, either at the Project Site or elsewhere, and to report on and, if required, to interpret results of those inspection or tests.

1.3 SPECIFICATION FORMAT AND CONTENT EXPLANATION

- A. Specification Format: These Specifications are organized into Divisions and Sections based on the Construction Specifications Institute’s 16-Division format and MASTER FORMAT numbering system.
- B. Specification Content: This specification uses certain conventions in the use of language and the intended meaning of certain terms, words, and phrases when used in particular situations or circumstances. These conventions are explained as follows:
 1. Abbreviated Language: Language used in Specifications and other Contract Documents is the abbreviated type. Words and meanings shall be interpreted as appropriate. Words that are implied, but not stated shall be interpolated as the sense required. Singular words will be interpreted as plural and plural words interpreted as singular where applicable and the context of the Contract Documents so indicates.
 2. Imperative and streamlined language is used generally in the Specifications. Requirements expressed in the imperative mood are to be performed by the Contractor. At certain locations in the text, for clarity, subjective language is used to describe responsibilities that must be fulfilled indirectly by the Contractor, or by others when so noted.
 - a. The words “shall be” shall be included by inference wherever a colon (:) is used within a sentence or phrase.

1.4 INDUSTRY STANDARDS

- A. **Applicability of Standards:** Except where the Contract Documents include more stringent requirements, applicable construction industry standards have the same force and effect as if bound or copied directly into the Contract Documents to the extent referenced. Such standards are made a part of the Contract Documents by reference.
- B. **Publication Dates:** Comply with the standard in effect as of the date of the Contract Documents.
- C. **Conflicting Requirements:** Where compliance with two or more standards is specified, and the standards may establish different or conflicting requirements for minimum quantities or quality levels. Refer requirements that are different, but apparently equal, and uncertainties to Sustainability Manager for a decision before proceeding.
1. **Minimum Quantity or Quality Levels:** The quantity or quality level shown or specified shall be the minimum provided or performed. The actual installation may comply exactly with the minimum quantity or quality specified, or it may exceed the minimum within reasonable limits. In complying with these requirements, indicated numeric values are minimum or maximum, as appropriate for the context of the requirements. Refer uncertainties to WSP/Engineer for a decision before proceeding.
- D. **Copies of Standards:** Each entity engaged in construction on the Project is required to be familiar with industry standards applicable to that entity's construction activity. Copies of applicable standards are not bound with the Contract Documents.
1. Where copies of standards are needed for performance of a required construction activity, the Contractor shall obtain copies directly from the publications source.
- E. **Abbreviations and Names:** Trade association names and titles of general standards are frequently abbreviated. Where such acronyms or abbreviations are used in the Specifications or other Contract Documents, they mean the recognized name of the trade association, standards generating organization, authority having jurisdiction, or other entity applicable to the context of the text provision. Refer to the "Encyclopedia of Associations", published by Gale Research Co., available in most libraries.
- F. **Abbreviations and Names:**
- Trade association names and titles of general standards are frequently abbreviated. The following abbreviations and acronyms, as referenced in the Contract Documents, mean the associated names. Names and addresses are subject to change and are believed, but are not assured, to be accurate and up-to-date as of the date of the Contract Documents.

AA	Aluminum Association
AABC	Associated Air Balance Council
AAMA	American Architectural Manufacturers
AAN	American Association of Nurserymen (See ANLA)
AASHTO	American Association of State Highway and Transportation Officials
ACI	American Concrete Institute
ACPA	America Concrete Pipe Association
AHA	American Hardboard Association
AI	Asphalt Institute
AIA	the American Institute of Architects
AISC	American Institute of Steel Construction
AITC	American Institute of Timber Construction
ALA	American Laminators Association
ALSC	American Lumber Standards Committee
AMCA	Air Movement and Control Association International, Inc.
ANLA	American Nursery and Landscape Association
ANSI	American National Standards Institute
APA	APA-The Engineering Wood Association (Formerly: American Plywood Association)
APA	Architectural Precast Association
ARMA	Asphalt Roofing Manufacturers Association
ASA	Acoustical Society of America
ASC	Adhesive and Sealant Council
ASHRAE	American Society of Heating, Refrigerating and Air Conditioning Engineers
ASME	American Society of Mechanical Engineers

ASPA	American Sod Producers Association (See TPI)
ASTM	American Society for Testing and Materials
AWI	Architectural Woodwork Institute
AWPA	American Wood Preservers' Association
AWS	American Welding Society
BHMA	Builders Hardware Manufacturers Association
BIA	Brick Institute of America
EIMA	EIFS Industry Members Association
EJMA	Expansion Joint Manufacturers Association
FM	Factory Mutual System
GA	Gypsum Association
GANA	Glass Association of North America (Formerly: Flat Glass Marketing Association)
HMA	Hardwood Manufacturers Association (Formerly: Southern Hardwood Lumber Manufacturers Association)
HPVA	Hardwood Plywood and Veneer Association
MFMA	Maple Flooring Manufacturers Association
NAAMM	National Association of Architectural Metal Manufacturers
NECA	National Electrical Contractors Associations
NEI	National Elevator Industry
NELMA	Northeastern Lumber Manufacturers Association
NEMA	National Electrical Manufacturers Association
NFPA	National Fire Protection Association
NHLA	National Hardwood Lumber Association
NLGA	National Lumber Grades Authority
NOFMA	National Oak Flooring Manufacturers Association
NWWDA	National Wood Window and Door Association

(Formerly: National Woodwork Manufacturers Association)

PCA	Portland Cement Association
PCI	Precast/Prestressed Concrete Institute
RFCI	Resilient Floor Covering Institute
SDI	Steel Door Institute
SGCC	Safety Glazing Certification Council
SIGMA	Sealed Insulating Glass Manufacturing Association
SMACNA	Sheet Metal and Air Conditioning Contractor's National Association, Inc.
SPIB	Southern Pine Inspection Bureau
SPRI	SPRI (Formerly: Single Ply Roofing Institute)
SWRI	Sealant, Waterproofing and Restoration Institute
TCA	Tile Council of America
UL	Underwriters Laboratories, Inc.
WCLIB	West Coast Lumber Inspection
WIC	Woodwork Institute of California
WWPA	Western Wood Products Association

- G. Federal Government Agencies: Names and titles of Federal Government standards-or specification-producing agencies are often abbreviated. The following abbreviations and acronyms referenced in the Contract Documents indicate names of standards-or specification-producing agencies of the Federal Government. Names and addresses are subject to change and are believed, but are not assured, to be accurate and up-to-date as of the date of the Contract Documents.

OSHA	Occupational Safety and Health Administration (U.S. Department of Labor) 200 Constitution Ave., NW Washington, DC 20220
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SECTION 01500 - TEMPORARY FACILITIES

PART 1 – GENERAL

1.1 DESCRIPTION

- A. Work included: Provide temporary facilities needed for the Work including, but not necessarily limited to:
 - 1. Temporary utilities such as water, electricity, and telephone.
 - 2. Field office for the Contractor's personnel.
 - 3. Sanitary facilities.
 - 4. Enclosures such as tarpaulins, barricades, and canopies.
 - 5. Temporary fencing of the construction site as required for public and employee safety.
 - 6. Project sign.
- B. Related Work:
 - 1. Documents affecting work of this Section include, but are not necessarily limited to Supplementary Conditions, and Sections in Division 1 of these Specifications.

1.2 PRODUCT HANDLING

- A. Maintain temporary facilities and controls in proper and safe condition throughout progress of the Work.

PART 2 - PRODUCTS

2.1 FIELD OFFICES AND SHEDS

- A. Contractor's facilities:
 - 1. The Contractor shall provide and maintain an office with telephone facilities where he or a responsible representative of his organization may be reached at any time while work is in progress.
- B. Sanitary facilities:
 - 1. Provide temporary sanitary facilities in the quantity required for use by all personnel.
 - 2. Maintain in a sanitary condition at all times.

2.2 ENCLOSURES

- A. Provide and maintain for the duration of construction all scaffolds, tarpaulins, canopies, warning signs, steps, platforms, bridges, and other temporary construction necessary for proper completion of the Work in compliance with pertinent safety and other regulations.

- B. Upon completion of the Work, remove job signs.
- C. Except as otherwise specifically approved by the Owner, do not permit other signs or advertising on the job site.

2.3 TEMPORARY FENCING

- A. Provide and maintain for the duration of construction a temporary fence or barricade of design and type needed to prevent entry onto the Work by the public.

2.4 PROJECT SIGNS:

- A. Prior to start of construction, mount a project sign on a 4'x8' sheet of plywood. Securely fasten the sign to the building or posts set in the ground as approved by Sustainability Manager. A design provided by, or approved by Sustainability Manager will include, but not necessarily be limited to: the project name; the Owner's name; major tenant's names; the Contractor's name, address, and telephone number, and the Engineer's name, address, and telephone number.

PART 3 – EXECUTION

3.1 MAINTENANCE AND REMOVAL

- A. Maintain temporary facilities and controls as long as needed for safe and proper completion of the Work.
- B. Remove such temporary facilities, to include existing mobile home, and controls as rapidly as progress of the Work will permit, or as directed by the Owner.

SECTION 01520 - CONSTRUCTION AIDS

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes:
 - 1. Construction aids
 - 2. Temporary enclosures

1.2 REQUIREMENTS OF REGULATORY AGENCIES

- B. Comply with Federal, State and local codes and regulations.

PART 2 - PRODUCTS

2.1 MATERIALS - GENERAL

- A. Materials may be new or used, suitable for the intended use and shall not violate requirements of applicable codes and standards.

2.2 CONSTRUCTION AIDS

- A. The Contractor shall be responsible for furnishing, installing, maintaining, and removing on completion of the Work all scaffolds, staging, ladders, stairs, ramps, runways, platforms, railings, chutes, and other such facilities and equipment required by his personnel to insure their safety and facilitate the execution of the Work.
 - 1. The Contractor shall comply with all Federal, State and local codes, laws and regulations governing such construction aids.
 - 2. The Contractor shall relocate such construction aids as required by the progress of construction, by storage or work requirements, and to accommodate the legitimate requirements of the Owner or WSP/Engineer or other separate contractors employed at the site.
 - 3. The Contractor shall completely remove temporary scaffolds, access, platforms, and other such materials, facilities, and equipment, at the completion of the Work or when construction needs can be met by the use of the permanent construction, provided WSP/Engineer has approved and authorized such use. The Contractor shall clean up and shall repair any damage caused by the installation or by the use of such temporary construction aids. The Contractor shall restore any permanent facilities used for temporary purposes to their specified condition.

The foregoing obligations of the Contractor are in addition to his obligations under Article 10 of the General Conditions.

2.3 TEMPORARY ENCLOSURES

- A. The Contractor shall be responsible for installing the permanent closure in an opening in an exterior wall and shall be responsible for installing, maintaining, and removing, as the Work progresses, a temporary weather-tight enclosure for that

opening as necessary to provide acceptable working conditions, to provide weather protection for interior materials, to allow for effective temporary heating and/or cooling, and to prevent entry of unauthorized persons.

1. The Contractor shall install such temporary enclosures as soon as is practical after the opening is constructed or as directed by WSP/Engineer.
2. Temporary enclosures shall be removable as necessary for the Work and for handling of materials.
3. Temporary enclosures shall be completely removed when construction needs can be met by the use of the permanent closures.
4. The Contractor responsible for providing, maintaining, and removing the temporary enclosure shall clean and shall repair any damage caused by the installation of such enclosure.
5. The Contractor shall remain responsible for insuring that his work, material, equipment, supplies, tools, machinery, and construction equipment is adequately protected from damage or theft and shall provide, maintain and remove such additional temporary enclosures as may be deemed necessary.

The foregoing obligations of the Contractor are in addition to his obligations under Article 10 of the General Conditions.

SECTION 01550 - ACCESS ROADS AND PARKING AREAS

- A. The Contractor shall be responsible for installing and maintaining, until the completion of his Work any temporary access roads or parking facilities required by his Work, other than that which has been provided or required by the Owner. The Contractor shall remove temporary access roads and parking facilities and restore the areas to original or required grades.
- B. Any Contractor excavating across an access road or parking area shall back-fill and compact his excavation and resurface the road or parking area to match the existing surface. The Contractor shall comply with all applicable Specifications when so doing.

END SECTION 01550

SECTION 01560 - TEMPORARY CONTROLS

PART 1 - GENERAL

1.1 SUMMARY OF WORK BY THE CONTRACTOR

- A. Section Includes:
 - 1. Water control
 - 2. Dust control
 - 3. Erosion and sediment control
 - 4. Pollution control
- B. Related sections:
 - 1. SCOPES OF WORK

1.2 WATER CONTROL

- A. Contractor shall grade site to drain.
- B. Protect site from puddling or running water. Provide water barriers to protect site from soil erosion. Maintain excavations free of water. Provide, operate, and maintain pumping equipment.

1.3 DUST CONTROL

- A. Execute the Work by methods to minimize raising dust from construction operations.
- B. Provide positive means to prevent airborne dust from dispersing into atmosphere.

1.4 EROSION AND SEDIMENT CONTROL

- A. Plan and execute construction by methods to control surface drainage from cuts and fills, from borrow and waste disposal areas. Prevent erosion and sedimentation.
- B. Minimize amount of bare soil exposed at one time.
- C. Provide temporary measures such as berms, dikes, and drains, to prevent water flow.
- D. Construct fill and waste areas by selective placement to avoid erosive surface silts or clays.
- E. Inspect earthwork to detect evidence of erosion and sedimentation; promptly apply corrective measures.

1.5 POLLUTION CONTROL

- A. Provide methods, means, and facilities to prevent contamination of soil, water, and atmosphere from discharge of noxious, toxic substances, and pollutants produced by construction operations.

END SECTION 01560

SECTION 01590 - FIELD OFFICES AND SHEDS

- A. The Contractor shall furnish, install, and maintain a temporary field office if required by Sustainability Manager and WSP/Engineer for his use, the use of his employees, and the use WSP/Engineer during the construction period. The location of the Field Office shall be determined by Sustainability Manager and WSP/Engineer.
- B. The Contractor shall furnish, install, and maintain temporary storage and work sheds to adequately protect his work, materials, equipment, supplies, tools, machinery, and construction equipment from damage and theft.
- C. The Contractor shall arrange his field office and sheds so as not to interfere with the construction. The locations of field offices and sheds shall be coordinated with Sustainability Manager and WSP/Engineer. The type, size and location of field offices and sheds are subject to approval by Sustainability Manager and WSP/Engineer.
- D. The Contractor shall arrange and pay for temporary electricity and telephone service for his field office and sheds, if he should require such services.
- E. The Contractor shall relocate his field office and sheds as directed by Sustainability Manager, at no additional cost to the Owner.
- F. The Contractor shall remove his field office and sheds on completion of the Work or when directed by Sustainability Manager and WSP/Engineer. The Contractor shall remove all debris and rubbish and shall leave the area in a clean and orderly condition.

END SECTION 01590

SECTION 01595 - CONSTRUCTION CLEANING

PART 1 - GENERAL

1.1 SUMMARY OF WORK PERFORMED BY THE CONTRACTOR

- A. Section includes:
 - 1. Cleaning during progress of work.

1.2 DISPOSAL REQUIREMENTS

- A. Conduct cleaning and disposal operations to comply with codes, ordinances, regulations, and anti-pollution laws.
 - 1. Do not burn or bury rubbish and waste materials on Project Site.
 - 2. Do not dispose of volatile wastes such as mineral spirits, oil or paint thinner in storm or sanitary drains.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Use only those cleaning materials which will not create hazards to health or property and which will not damage surfaces.
- B. Use only those cleaning materials and methods recommended by manufacturer of the surface material to be cleaned.
- C. Use cleaning materials only on surfaces recommended by cleaning material manufacturer.
- D. Sweeping compounds used in cleaning operations shall leave no residue on concrete floor surfaces that may affect installation of finish flooring materials.

PART 3 - EXECUTION

3.1 DURING CONSTRUCTION

- A. Execute cleaning to keep the Work, the Site and adjacent properties free from accumulations of waste materials, rubbish and windblown debris, resulting from construction operations.
- B. Provide on-site containers for the collection of waste materials, debris, and rubbish.
- C. Dispose of waste materials, debris and rubbish off site at a state permitted disposal site.

- D. Trash containers shall be provided by Contractor and located in trash accumulation areas designated by WSP/Engineer. Contractor each day shall collect and deposit in the containers, all rubbish, waste materials, debris, and other trash from his operations, including any trash generated by his employees during lunch periods or coffee breaks. Shipping dunnage is also to be removed by the contractor. Paper, boxes and bulk packaging shall be folded or cut into reasonable sizes and shapes as appropriate and confined to prevent loss of trash due to wind relocation. Full trash containers shall be disposed and replaced as necessary to maintain above requirements and/or as directed by WSP/Engineer. Contractor shall use properly licensed solid waste hauling vendors, licensed to operate in Monroe County.

SECTION 01600 - MATERIAL AND EQUIPMENT

PART 1 - GENERAL

1.1 SUMMARY OF WORK PERFORMED BY THE CONTRACTOR

- A. Section includes:
 - 1. Products
 - 2. Transportation and handling
 - 3. Storage and protection
 - 4. Security

1.2 PRODUCTS

- A. Products: means new material, machinery, components, equipment, fixtures, and systems forming the Work. Products do not include machinery and equipment used for preparation, fabrication, conveying and erection of the Work. Products may also include existing materials or components required for reuse.
- B. Do not use materials and equipment removed from existing premises, except as specifically permitted by the Contract Documents.
- C. Provide interchangeable components of the same manufacturer, for similar components.

1.3 TRANSPORTATION AND HANDLING

- A. The Contractor shall be responsible for the transportation of all materials and equipment furnished under this contract. Unless otherwise noted, the Contractor shall also be responsible for loading, receiving and off-loading at the site all material and equipment installed under this Contract, whether furnished by the Contractor or the Owner. The Contractor shall be responsible for coordinating the installation within the buildings of equipment that is too large to pass through finished openings.
- B. Transport and handle products in accordance with manufacturer's instructions.
- C. Promptly inspect shipments to assure that products comply with requirements, quantities are correct, and products are undamaged.
- D. Provide equipment and personnel to handle products by methods to prevent soiling, disfigurement, or damage.

1.4 STORAGE AND PROTECTION

The Contractor shall be responsible for the proper storage of all materials, supplies, and equipment to be installed under this Contract. Materials stored on site but not adequately protected will not be included in estimates for payment. Except for materials stored within designated and approved storage sheds, vans, or trailers, the Contractor shall not bring onto nor store in any manner at the site any materials and equipment which will not be incorporated into the permanent Work within seven (7) days from the delivery date. The Contractor shall be responsible for arranging and paying for the use of property off the site for storage of materials and equipment as may be required.

1.5 SECURITY

- A. The Contractor shall be totally responsible for the security of his work, materials, equipment, supplies, tools, machinery, and construction equipment.

SECTION 01630 - POST-CONTRACT SUBSTITUTIONS

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes:
 - 1. Post-proposal substitutions

1.2 SUBSTITUTIONS

- A. Base Proposal shall be in accordance with the Contract Documents.
- B. After the end of the proposal period, substitution requests, from the successful Proposer, will be considered only in the case of:
 - 1. Product unavailability.
 - 2. Other conditions beyond the control of the Contractor.
- C. Submit a separate request for each substitution. Support each request with the following information:
 - 1. Complete data substantiating compliance of proposed substitution with requirements stated in Contract Documents:
 - a. Product identification, including manufacturer's name and address.
 - b. Manufacturer's literature, identifying:
 - 1) Product description.
 - 2) Reference standards.
 - 3) Performance and test data.
 - c. Samples, as applicable.
 - d. Name and address of similar projects on which product has been used and date of each installation.
 - 2. Itemized comparison of the proposed substitution with product specified, listing significant variations.
 - 3. Data relating to changes in construction schedule.
 - 4. Effects of substitution on separate contracts.
 - 5. List of changes required in other work or products.
 - 6. Accurate cost data comparing proposed substitution with product specified.
 - a. Amount of net change to Contract Sum.
 - 7. Designation of required license fees or royalties.
 - 8. Designation of availability of maintenance services, sources of replacement materials.
- D. Substitutions will not be considered for acceptance when:
 - 1. A substitution is indicated or implied on shop drawings or product data submittals without a formal request from Proposer.
 - 2. Acceptance will require substantial revision of Contract Documents.
 - 3. In judgment of WSP/Engineer the substitution request does not include adequate information necessary for a complete evaluation.
 - 4. Requested directly by a subcontractor or supplier.

- E. Do not order or install substitute products without written acceptance of WSP/Engineer.
- F. WSP/Engineer will determine acceptability of proposed substitutions.
- G. No verbal or written approvals other than by Change Order will be valid.

1.3 CONTRACTOR'S REPRESENTATION

- A. In making formal request for substitution the Contractor represents that:
 - 1. The proposed product has been investigated and it has been determined that it is equivalent to or superior in all respects to the product specified.
 - 2. The same warranties or bonds will be provided for the substitute product as for the product specified.
 - 3. Coordination and installation of the accepted substitution into the Work will be accomplished and changes as may be required for the Work to be complete will be accomplished.
 - 4. Claims for additional costs caused by substitution which may subsequently become apparent will be waived by the Contractor.
 - 5. Complete cost data is attached and includes related costs under the Contract, but not:
 - a. Costs under separate contracts.
 - b. Sustainability Manager's costs for redesign or revision of Contract Documents.

1.4 POST-PROPOSAL SUBSTITUTION FORM

- A. The form is attached to this section.
- B. Substitutions will be considered only when the attached form is completed and included with the submittal with back-up data.

POST-PROPOSAL SUBSTITUTION FORM

TO: WSP/Engineer

We hereby submit for your consideration the following product instead of the specified item for the above project:

DRAWING NO: _____ DRAWING NAME: _____

SPEC. SEC.	SPEC. NAME	PARAGRAPH	SPECIFIED ITEM
_____	_____	_____	_____

Proposed Substitution: _____

Attach complete information on changes to Drawings and/or Specifications which proposed substitution will require for its proper installation.

Submit with request necessary samples and substantiating data to prove equal quality and performance to that which is specified. Clearly mark manufacturer's literature to indicate equality in performance.

The undersigned certifies that the function, appearance and quality are of equal performance and assumes liability for equal performance, equal design and compatibility with adjacent materials.

Submitted By:

Signature

Title

Firm

Address

Telephone

Date

Signature shall be by person having authority to legally bind his firm to the above terms. Failure to provide legally binding signature will result in retraction of approval.

For use by the Architect/Engineer:

_____ Recommended

_____ Recommended as noted

_____ Not Recommended

_____ Received too late

_____ Insufficient data received

By: _____

Date: _____

For use by the Owner/Proj. Mgmt.:

_____ Approved

_____ Not Approved

_____ Approved as noted

By: _____

Date: _____

Fill in Blanks Below:

A. Does the substitution affect dimensions shown on Drawings?

Yes _____ No _____ If yes, clearly indicate changes: _____

B. Will the undersigned pay for changes to the building design, including engineering and detailing costs caused by the requested substitution?

Yes _____ No _____ If no, fully explain: _____

C. What effect does substitution have on other Contracts or other trades?

D. What effect does substitution have on construction schedule?

E. Manufacturer's warranties of the proposed and specified items are:

_____ Same _____ Different. Explain: _____

F. Reason for Request:

G. Itemized comparison of specified item(s) with the proposed substitution; list significant variations:

H. This substitution will amount to a credit or extra cost to the Owner of: _____

_____ dollars (\$_____).

I. Designation of maintenance services and sources:

(Attach additional sheets if required.)

SECTION 01640 - PRODUCT HANDLING

PART I--GENERAL

1.1 DESCRIPTION: THE CONTRACTOR SHALL BE RESPONSIBLE FOR

- A. Work included. Protect products scheduled for use in the Work by means including, but not necessarily limited to, those described in this Section.
- B. Related work:
 - 1. Documents affecting work of this Section include, but are not necessarily limited to, General Conditions, Supplementary Conditions, and Sections in Division of these Technical Special Provisions.
 - 2. Additional procedures also may be prescribed in other Sections of these Technical Special Provisions.

1.2 QUALITY ASSURANCE

- A. Include within the Contractor's quality assurance program such procedures as are required to assure full protection of work and materials.

1.3 MANUFACTURERS' RECOMMENDATIONS

- A. Except as otherwise approved by Sustainability Manager, determine and comply with manufacturers' recommendations on product handling, storage, and protection.

1.4 PACKAGING

- A. Deliver products to the job site in their manufacturer's original container, with labels intact and legible.
 - 1. Maintain packaged materials with seals unbroken and labels intact until time of use.
 - 2. Promptly remove damaged material and unsuitable items from the job site, and promptly replace with material meeting the specified requirements, at no additional cost to the Owner.
- B. WSP/Engineer may reject as non-complying such material and products that do not bear identification satisfactory to WSP/Engineer as to manufacturer, grade, quality, and other pertinent information.

1.5 PROTECTION

- A. Protect finished surfaces through which equipment and materials are handled.
- B. Provide protection for finished floor surfaces in traffic area prior to allowing equipment or materials to be moved over such surfaces.

- C. Maintain finished surfaces clean, unmarred, and suitably protected until accepted by the Owner.

1.6 REPAIRS AND REPLACEMENTS

- A. In event of damage, promptly make replacements and repairs to the approval of WSP/Engineer and at no additional cost to the Owner.
- B. Additional time required to secure replacements and to make repairs will not be considered by WSP/Engineer and Sustainability Manager to justify an extension in Contract Time of Completion.

SECTION 01700 - CONTRACT CLOSEOUT

PART 1 – GENERAL

1.1 PROJECT TERMINATION

- A. The Contract requirements are met when construction activities have successfully produced, in this order, these three terminal activities:
 - 1. Substantial Completion
 - 2. Final Completion
 - 3. Final Payment

1.2 NOTICE OF SUBSTANTIAL COMPLETION

- A. Contractor shall submit to WSP/Engineer when work is substantially complete:
 - 1. A written notice that the Work, or designated portion thereof, is substantially complete.
 - 2. Request Substantial Completion Observation at a mutually agreeable date.
 - 3. Certifications of systems and testing/balancing final reports.
 - 4. Submit evidence of compliance with requirements of governing authorities:
 - a. Certificate of Occupancy (or Completion)
 - b. Certificates of Inspection as applicable:
 - 1) Electrical systems if required by Code
- B. Within a reasonable time after receipt of such notice, the Owner and the Contractor will make an observation to determine the status of completion.
- C. Should the Owner determine that the work is not substantially complete, the following will occur:
 - 1. The Owner will promptly notify the Contractor in writing, giving the reasons.
 - 2. The Contractor shall remedy the deficiencies in the Work and send a second written notice of substantial completion to the Owner.
 - 3. The Owner will re-observe the Work.
- D. When the Owner concurs that the Work is substantially complete, the following will occur:
 - 1. WSP/Engineer will prepare a Certificate of Substantial Completion accompanied by the Punch List of items to be completed or corrected, as verified and amended by Sustainability Manager. Contract responsibilities are not altered by inclusion or omission of required Work from the punch list.
 - 2. The Owner will submit the certificate to the contractor for written acceptance of the responsibilities assigned to them in the certificate.

- E. Contractor shall complete, or correct items identified on the punch list and required by the Contract requirements within time limit established by the certificate.

1.3 FINAL COMPLETION

- A. To attain final completion, the Contractor shall complete activities pertaining to substantial completion, complete Work on punch list items and submit written request to the Owner for final inspection within thirty (30) calendar days of date of substantial completion.
- B. When the Work is complete, the Contractor shall submit written certification that:
 - 1. The Contract Documents have been reviewed.
 - 2. Work has been inspected for compliance with the Contract Documents.
 - 3. Work has been completed in accordance with the 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 observation.
- C. The Owner and the Contractor will make an inspection to verify the status of completion with reasonable promptness after receipt of such certification.
- D. Should the Owner consider that the Work is incomplete or defective:
 - 1. The Owner will promptly notify the Contractor in writing, listing the incomplete or defective work.
 - 2. The Contractor shall take immediate steps to remedy the stated deficiencies and send a second written certification to the Owner that the Work is complete.
 - 3. The Owner will re-inspect the Work.
- E. When the Work is acceptable under the Contract Documents as determined by the Owner, the Owner will request the Contractor to make close-out submittals. Warranties & Guarantees for everything will begin at Substantial Completion.

1.4 THE CONTRACTOR'S CLOSEOUT SUBMITTALS TO THE OWNER

Contractor shall provide two (2) hard copies in tabulated divided binders and one (1) saved electronically tabbed and indexed in Adobe Acrobat file (.PDF) format delivered on a downloadable CD/DVD or flash drive of the all the following but not limited to:

- A. Project Record Documents (As Built Documents).
- B. Operating and maintenance data, instructions to the Owner's personnel.

- C. Warranties, bond and guarantees.
- D. Keys and keying schedule.
- E. Spare parts and maintenance materials.
- F. Electronic copies of approved submittals
- G. Evidence of payment and final release of liens and consent of surety to final release (includes final release from all utilities and utility companies).

1.5 FINAL ADJUSTMENT OF ACCOUNTS

- A. Submit a final statement of accounting to the Owner.
- B. Statement shall reflect adjustments to the Contract Sum:
 - 1. The original Contract Sum
 - 2. Additions and deductions resulting from:
 - a. Previous Change Orders
 - b. Allowances
 - c. Deductions for uncorrected Work
 - d. Deductions for Liquidated Damages
 - e. Deductions for Re-inspection Payments
 - f. Other Adjustments
- C. The Owner will prepare a final Change Order, reflecting adjustments to the Contract Sum which were not previously made by Change Orders.

1.6 FINAL APPLICATION FOR PAYMENT

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

SECTION 01710 - FINAL CLEANING

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes:
 - 1. Contractor's cleaning at completion of Work

1.2 DISPOSAL REQUIREMENTS

- A. Conduct cleaning and disposal operations to comply with codes, ordinances, regulations, and anti-pollution laws.
 - 1. Do not burn or bury rubbish and waste materials on the Project Site.
 - 2. Do not dispose of volatile wastes such as mineral spirits, oil or paint thinner in storm or sanitary drains.

PART 2 - PRODUCTS

2.1 MATERIALS

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

PART 3 - EXECUTION

3.1 DUST CONTROL

- A. Handle materials in a controlled manner with as little handling as possible.

3.2 FINAL CLEANING

- A. Employ skilled workmen for final cleaning.
- B. Remove grease, mastic, adhesives, dust, dirt, stains, fingerprints, labels, and other foreign materials from sight-exposed interior and exterior surfaces.
- C. Polish glossy surfaces to a clear shine.
- D. Broom clean exterior paved surfaces; rake clean other surfaces of the grounds.

- E. Prior to final completion, or the Owner occupancy, conduct an inspection of sight-exposed interior surfaces, exterior surfaces and work areas, to verify that the entire Work is clean.
- F. Clean tunnels and closed off spaces of packing boxes, wood frame members and other waste materials used in the Construction.
- G. Remove temporary labels and stickers from fixtures and equipment. Do not remove permanent name plates, equipment model numbers and ratings.
- H. Remove from the Site all items installed or used for temporary purposes during construction.
- I. Restore all adjoining areas to their original or specified condition.

SECTION 01720 - PROJECT RECORD DOCUMENTS

PART 1 - GENERAL

1.1 SUMMARY

A. Contractor shall:

1. Maintain at the job site one copy of:

- a. Record Contract Drawings
- b. Record Project Manual
- c. Coordination drawings
- d. Addenda
- e. Reviewed shop drawings
- f. Change Orders
- g. Other modifications to the Contract
- h. Field test records

1.2 GENERAL

- A. Store documents in cabinets in temporary field office, apart from documents used for construction.
- B. Maintain documents in clean, dry, legible condition.
- C. Do not use Project Record Documents for construction purposes.
- D. Make documents available for inspection by WSP/Engineer.
- E. Failure to maintain documents up-to-date will be cause for withholding payments.
- F. Obtain from Sustainability Manager (at no charge) two sets of the Contract Documents for Project Record Documents including:
 1. Specifications with all addenda.
 2. Two complete sets of black-line prints of all Drawings.

1.3 RECORDING

- A. Label each document "Project Record".
- B. Keep record documents current.
- C. Do not permanently conceal any work until required information has been recorded.
- D. Contract Drawings:

1. Required information may, as an option, be entered on a "working set" and then at completion of Project transfer the information to final submitted "Project Record" set.
 2. Legibly mark to record actual construction:
 - a. Depths of various elements of foundation in relation to survey data.
 - b. Horizontal and vertical location of underground utilities and appurtenances referenced to permanent surface improvements.
 - c. Location of internal utilities and appurtenances concealed in construction referenced to visible and accessible features of structure.
 - d. Field changes of dimension and detail.
 - e. Changes made by Change Order or Construction Change Directive.
 - f. Details not on original Contract Drawings.
- E. Specifications and Addenda:
1. Legibly mark up each Section to record:
 - a. Manufacturer, trade name, catalog number and supplier of each product and item of equipment actually installed.
 - b. Changes made by Change Order or Construction Change Directive.
 - c. Other items not originally specified.
- F. Conversion of schematic layouts:
1. Arrangement of conduits, circuits, piping, ducts and similar items are in most cases shown schematically on the Drawings.
 2. Legibly mark to record actual construction:
 - a. Dimensions accurate to within 1" on the centerline of items shown schematically.
 - b. Identify each item, for example, "cast iron drain" "galvanized water".
 - c. Identify location of each item, for example, "under slab", "in ceiling plenum", "exposed".
 3. WSP/Engineer may waive requirements of schematic layout conversion, when in his opinion, it serves no beneficial purpose. Do not, however, rely on waivers being issued except when specifically issued by WSP/Engineer in writing.

1.4 SUBMITTAL

- A. At completion of Project, deliver Project Record Documents to WSP/Engineer prior to request for final payment.

- B. Accompany submittal with transmittal letter, in duplicate, containing:
1. Date
 2. Project title and Project number
 3. The Contractor's name and address
 4. Title and number of each record document
 5. Certification that each document as submitted is complete and accurate.
 6. Signature of the Contractor, or his authorized representative.

SECTION 01730 - OPERATION AND MAINTENANCE DATA

PART 1 – GENERAL - Not Applicable

END SECTION 01730

SECTION 01740 - WARRANTIES

PART 1 – GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Specification Sections, apply to this Section.

1.2 SUMMARY

A. This Section includes administrative and procedural requirements for the Contractor for warranties required by the Contract Documents, including manufacturer's standard warranties on products and special warranties.

1. Refer to the General Conditions for terms of the Contractor's period for correction of the Work.

B. Related Sections: Not Applicable

C. Disclaimers and Limitations: Manufacturer's disclaimers and limitations on product warranties do not relieve the Contractor or the warranty on the Work that incorporates the products. Manufacturer's disclaimers and limitations on product warranties do not relieve suppliers, manufacturers, and subcontractors required to countersign special warranties with the Contractor.

D. Separate Prime Contracts: Each prime contractor is responsible for warranties related to its own contract.

1.3 DEFINITIONS

A. Standard products warranties are preprinted written warranties published by individual manufacturers for particular products and are specifically endorsed by the manufacturer to the Owner.

B. Special warranties are written warranties required by or incorporated in the Contract Documents, either to extend limits provided by standard warranties or to provide greater rights for the Owner.

1.4 WARRANTY REQUIREMENTS

A. Related Damages and Losses: When correcting failed or damaged warranted construction, remove and replace construction that has been damaged as a result of such failure or must be removed and replaced to provide access for correction of warranted construction.

B. Reinstatement of Warranty: When Work covered by a warranty has failed and been corrected by replacement or rebuilding; reinstate the warranty by written endorsement. The reinstated warranty shall be equal to the original warranty with an equitable adjustment for depreciation.

C. Replacement Cost: Upon determination that Work covered by a warranty has failed, replace or rebuild the Work to an acceptable condition complying with requirements of the Contract Documents. The Contractor is responsible for the cost of replacing or rebuilding defective Work regardless of whether the Owner has benefited from use of the Work through a portion of its anticipated useful service life.

D. Owner's Recourse: Expressed warranties made to the Owner are in addition to implied warranties and shall not limit the duties, obligations, rights, and remedies otherwise available under the law. Expressed warranty periods shall not be interpreted as limitations on the time in which the Owner can enforce such other duties, obligations, rights or remedies.

E. Where the Contract Documents require a special warranty, or similar commitment on the Work or part of the Work, the Owner reserves the right to refuse to accept the Work, until the Contractor presents evidence that entities required to countersign such commitments are willing to do so.

1.5 SUBMITTALS

A. Submit written warranties to Sustainability Program Manager prior to the date certified for Substantial Completion. If the Sustainability Program Manager's Certificate of Substantial Completion designates a commencement date for warranties other than the date of Substantial Completion for the Work, or a designated portion of the Work, submit written warranties upon request of Sustainability Program Manager.

B. When the Contract Documents require the Contractor, or the Contractor and a subcontractor or supplies manufacturer to execute a special warranty, prepare a written document that contains appropriate terms and identification, ready for execution by the required parties. Submit a draft to the Owner, through Project Management, for approval prior to final execution.

C. Form of Submittal: At Final Completion compile 2 copies of each required warranty properly executed by the Contractor, or by the Contractor, subcontractor, supplier, or manufacturer. Organize the warranty documents into an orderly sequence.

D. Bind warranties and bonds in heavy-duty, commercial-quality, durable 3-ring, vinyl-covered loose-leaf binders, thickness as necessary to accommodate contents, and sized to receive 8 ½ x 11" (115-by-280-mm) paper.

1. Provide heavy paper dividers with celluloid covered tabs for each separate warranty. Mark the tab to identify the product or installation. Provide a typed description of the product or installation, including the name of the product, and the name, address, and telephone number of the Installer.

2. Identify each binder on the front and spine with the typed or printed title "WARRANTIES", Project title or name, and name of the Contractor.

3. When warranted construction requires operation and maintenance manuals, provide additional copies of each required warranty, as necessary, for inclusion in each required manual.

4. Provide one complete electronic copy on CD/DVD

5. Warranties will be submitted with the final project closure package

END SECTION 01740

Exhibit A Design Drawings

Exhibit B Engineering and Environmental
Report

Exhibit C Grant Agreement LPA 0241,
Amendment 1 and 2

Exhibit D Bathymetric Survey

Exhibit E Permits