

CONTRACT DOCUMENTS

FOR
**CITY OF KEY COLONY BEACH
CITY HALL PROJECT**

(New City Hall: City Administration Offices, Building Department, Police Department,
Community Center, Emergency Operations Center, U.S. Postal Office)

OWNER:

**CITY OF KEY COLONY BEACH
600 E Ocean Dr.
Key Colony Beach 33051**

MONROE COUNTY, FLORIDA

Project Consultant

LIVS Associates, LLC
1701 Ponce de Leon Blvd. Suite 310
Coral Gables, FL 33134

Project Manager:

Dave Turner
City Administrator

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SECTION 00100

INVITATION TO BID

All interested parties are hereby notified that the City of Key Colony Beach is accepting sealed bids for the “**CITY OF KEY COLONY BEACH CITY HALL PROJECT.**” The project is located at 600 W Ocean Drive, Key Colony Beach, Florida 33051. The project consists of the construction of a new City Hall facility, encompassing City Administration Offices, Building Department, Police Department, Community Center, Emergency Operations Center, and U.S. Postal Office., and associated site work. The project shall include all material, labor, supplies, equipment and services for a complete project.

A complete site of the bid documents may be purchased at:

Thomas Printworks
275 University Drive, Coral Gables, FL 33134
Phone: (305) 461-3540,
Email: coralgables@thomasprintworks.com.

Bid documents may also be examined online at www.demandstar.com. **All bids must be submitted in sealed envelopes to the City Clerk on or before Monday June 5, 2023, at 4:00 PM local time. Any bids received after 4:00 PM on said date will not be accepted and will be returned unopened.** The City assumes no responsibility for bids not properly marked.

Prospective Bidders shall not contact or otherwise communicate with City staff or City officials except as set forth in Paragraph 4.1 of Section 00200, Instructions to Bidders. Bid Security in the amount of ten percent (5%) of the Total Base Bid must accompany the Bid in accordance with the Instructions to Bidders. A Non-Mandatory Pre-Bid Meeting is scheduled for May 1, 2023, at 11:00AM at the City Hall Site located at 600 W Ocean D., Key Colony Beach, Florida 33051. The purpose of the Pre-Bid Conference is to discuss the contents of this Invitation to Bid and Bidder's inquiries.

The City reserves the right to reject any or all bids and to waive informalities, except timely submission of bids, in any bids received, to re-advertise for bids or to take any other such actions that may be deemed in the best interests of the City. As a matter of information to Bidders, the City does not bind itself to accept the minimum specifications stated herein, but reserves the right to accept any bid, which in the judgment of the City Commission will best serve the needs and interests of the City.

SECTION 00200

INSTRUCTIONS TO BIDDERS

The definitions provided in this section as well as the definitions of Document 00700 will apply to the Project & Bidding Documents.

1.0 DEFINITIONS

- 1.1 **Bid/Proposal** - The offer or proposal of the Bidder submitted on the proscribed form setting forth the prices for the Work to be performed under the Contract Documents.
- 1.2 **Bidder** - Any person, firm or corporation submitting a proposal for the Work covered by these specifications or his duly authorized representative.
- 1.3 **Bidding Documents** – The Invitation to Bid, Instructions to Bidders, Bid Form, Bid Security, sample contract for construction, proposed Contract Documents, as defined herein, including but not limited to all documentation accompanying Bid, post Bid documentation submitted prior to Notice of Award, Qualifications Statement, General Conditions, Technical Conditions, Supplemental Conditions, Plans and Specifications, and any Addenda issued.
- 1.4 **CITY** – City of Key Colony Beach City Commission, or where specified the City Administrator.
- 1.5 **CONTRACTOR** - The person, firm or corporation with whom the CITY has executed a contract for the Work as defined by the Contract Documents.
- 1.6 **Days** - A day shall constitute a calendar day of 24 hours measured from midnight to the next midnight.
- 1.7 **Responsible Bidder** - Any person, firm, or corporation submitting a Bid for the Work who maintains a permanent physical place of business, has adequate equipment and personnel to do the Work within the time limits that are established, has adequate financial status to meet the obligations to perform the Work and has not been declared in default on any previous contract, who possesses the contractor license(s)/state certification(s)/local registration(s) required to perform the Work (if any), and who meets the qualifications of Section 00200, Article 7.0.
- 1.8 **Responsive Bidder** - Any person, firm or corporation submitting a Bid for the Work whose Bid form is complete and includes all required attachments and enclosures, free from exclusions or special conditions and has no alternative Bids for any items, unless alternatives are requested in the specifications.

- 1.9 **Total Base Bid** - The sum of all unit prices and/or lump sum prices times the quantities as provided in the Bid Form.
- 1.10 **Work** (Also referred to as the “Project”) - The entire completed construction and/or the various separately identifiable parts thereof required to be furnished under the Contract Documents. Work is the result of performing services, furnishing labor and furnishing and incorporating materials and equipment into the construction, all as required by the Contract Documents.

2.0 PRE-BID CONFERENCE:

- 2.1 A Non-Mandatory Pre-Bid Meeting is scheduled for May 1, 2023 at 11:00AM at the City Hall Site located at 600 W Ocean D., Key Colony Beach, Florida 33051.

3.0 EXAMINATION OF DOCUMENTS AND SITE

- 3.1 Bidders shall examine existing site and surrounding area, including but not limited to subsurface and soil conditions, utilities, and streets to determine all conditions that will affect the Work and become familiar with the nature and extent of Work to be performed and local conditions that may affect the Work.
- 3.2 The Bidding Documents were prepared to present an essentially accurate representation of existing conditions, interpreted from available information on site. The Bidder is not relieved, however, of the responsibility of becoming fully informed as to existing conditions at the site.
- 3.3 Bidders shall thoroughly examine the Bidding Documents, Plans and Specifications and any other documents which may be applicable to the Project.
- 3.4 A sample contract for construction has been included in the Bidding Documents. The CITY is not bound by this sample document and reserves the right to modify the final contract for construction.
- 3.5 Bidders should be aware that the CITY is subject to hurricanes and tropical storms and therefore the Bidder shall consider such likelihood in their scheduling and construction activities. Each Bidder must submit a hurricane plan as part of its Bid proposal.

4.0 INTERPRETATION OF BIDDING DOCUMENTS

- 4.1 All inquiries and requests for clarifications or interpretations of the Bidding Documents shall be made in writing to the CITY’S REPRESENTATIVE, at least seven (7) days prior to the date for receipt of Bids. For the purpose of this Bid the CITY’S REPRESENTATIVE is **Tony Rosabal, AIA, LEED BD+C, LIVS Associates, LLC, Email: tony@livs.net**.

- 4.2 Any modification or interpretation of the Bidding Documents will be made by written Addendum to all who are recorded by the CITY as having received a complete set of Bidding Documents.
- 4.3 Interpretations or modifications of Bidding Documents made in any manner other than by written Addendum will not be binding.
- 4.4 A Bidder, prior to submitting a Bid, shall ascertain that he has received all Bidding Documents and Addenda issued, have been received, and shall acknowledge their receipt on the Bid Form.

5.0 BID PREPARATION AND SUBMITTAL

- 5.1 The Bidder shall prepare Bids on the forms provided by the CITY with all blanks on the Bid Form filled in by typewriter or written in ink.
- 5.2 The Bidder shall write Total Base Bid amount in both words and figures. In case of a discrepancy between the two, the amount written in words shall govern.
- 5.3 The Bidder shall sign the Bid as follows: If the proposal is made by an individual, the Bidder's name and address shall be shown. If made by a firm or partnership, the name and address of the individual(s) authorized to bind the firm or partnership shall be shown. If made by a corporation, the person signing the proposal shall show the name of the state under the laws of which the corporation is chartered. Anyone signing the proposal as agent shall include in the proposal legal evidence of his/her authority to do so.
- 5.4 The Bidder shall **submit one (1) original and four (4) copies of the Bid, along with One (1) digital copy of the Bid on a flash drive**—Bids shall include the legal name and address of the Bidder and indicate whether the Bidder is a sole proprietor, a partnership, a corporation, or other legal entity. The Bid shall include: 1) Bid Form, Document 00300; 2) Contractor's Qualification Statement, Document 00301; 3) Bid Security, Document 00401; 4) Any Addenda, 5) Copy of the contractor license(s)/state certification(s)/local registration(s) required to perform the Work (if any); 6) a Corporate Resolution evidencing Authorization to submit the Bid, if applicable; and 7) Evidence of Insurability.
- 5.5 Bids shall include documentation required by the Florida "Trench Safety Act" and acknowledge conformance with O.S.H.A. standards. Forms are included within the Bidding Documents for completion by the Contractor and review by the CITY. The unit prices presented in the Bid shall include the Bidders' cost of compliance with these applicable standards.

- 5.6 **The Bid shall be enclosed in a sealed opaque envelope**, addressed to Attn: City Clerk, City of Key Colony Beach, as stated in the Invitation to Bid, and shall be identified with the Project name, the Bidder's name and address, and the clearly marked notation "SEALED BID ENCLOSED." If the Bid is sent by mail or other delivery service, the sealed envelope shall be enclosed in a separate mailing envelope with the clearly marked notation "SEALED BID ENCLOSED."
- 5.7 The Bidder shall deposit the Bid at the designated location provided on the Invitation to Bid on or before the time and date for receipt of Bids. Bids received after the time and date indicated for receipt of Bids will not be accepted and will be returned unopened.

6.0 BID SECURITY (BID BOND)

- 6.1 Each Bid shall be accompanied by a bid bond utilizing the bond form at Section 401, or a cashier's check drawn on a national or state bank and valid and effective for at least 120 days, payable unconditionally to the City of Key Colony Beach, in an amount of five percent (5%) of the amount of the Total Base Bid, as a guarantee that the Bidder will, if award is made, execute a Contract to do the Work for the Bid amount and furnish any required certificates of insurance and bond documents within the time period specified in Article 16 of the General Conditions, Document 00700. The Bid Bond or cashier's check shall be issued by a company approved by the U. S. Treasury Department in the amount of 5% of the base bid payable to The City of Key Colony Beach, Florida.

7.0 QUALIFICATIONS OF BIDDERS

- 7.1 Each Bidder shall complete the Contractor's Qualifications Statement provided in Document 00301, along with any other evidence of satisfactory experience, past performance, and ability to perform the proposed Work, and shall submit the same with the Bid. Failure to submit the Qualifications Statement and all documents required there under together with the Bid Form and all items listed in Section 5.4 will constitute grounds for rejection of the Bid as non-responsive.
- 7.2 The Bidders may be disqualified, and their Bids rejected for any of the following reasons:
- 7.2.1 The bid is not responsive, including without limitation, failure to include the bid security in the amount of 5% of the Total Base Bid amount.
- 7.2.2 Reason to believe that collusion exists among Bidders.
- 7.2.3 Determination of lack of responsibility or competency as may be revealed by qualification statements, financial statements, references and other evidence of past performance.

- 7.2.4 The Bidder's uncompleted workload which in the judgment of the CITY may cause detrimental impact on prompt completion of this Project.
- 7.2.5 The Bidder is or has been involved in any litigation against the CITY.
- 7.2.6 The Bidder has been declared in default on any previous contract or is in arrears on any existing contract on any public or private matters.
- 7.2.7 The submittal of more than one bid from an individual, firm, partnership, corporation or association under the same or different names.
- 7.2.8 The Bidder's previous work with the CITY has resulted in claims from third parties or subcontractors.
- 7.3 The CITY reserves the right to make a pre-award inspection of the Bidder's facilities and equipment prior to award.
- 7.4 It shall be a requirement of this bid that there are no related party transactions between the Bidder and any employee of the CITY. Any Bidder who is a related party, as noted herein, will be considered non-responsive and the proposal and the bid bond will be immediately returned. A Bidder will be considered a related party if any employee of the City has an ownership interest in the Bidder or can influence the management or operating policy of the Bidder.
- 7.5 PUBLIC ENTITY CRIMES ACT - In accordance with the Public Entity Crimes Act, (Section 287.133, Florida Statutes) a person or affiliate who is a contractor, who had been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to the CITY, 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 or real property to the CITY, 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 the CITY 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. Violation of this section by the Contractor shall result in rejection of the Bid, termination of the contract, and may cause Contractor debarment.

8.0 AWARD OF CONTRACT

- 8.1 The award of the contract will be to the lowest responsive and responsible Bidder, whose qualifications indicate the award will be in the best interest of the CITY and who's Bid complies with the requirements of these specifications. The low Bid may be the result of inclusion or deletions of bid alternatives or quantities in the documents which may be in the City's best interest. In no case will the award be made until all necessary investigations have been made into the responsibility of

The Bidder(s) and the CITY is satisfied that the Bidders are qualified to do the Work and have the necessary organization, capital and equipment to carry out the Work within the specified timeframes.

- 8.2 If the CITY accepts a Bid, the CITY will provide a written notice of the award to the lowest Responsive and Responsible Bidder.
- 8.3 Until final award of Contract, the CITY reserves the right to reject any and all Bids, with or without cause; to waive any informality or irregularity; or to accept the Bid which is in the best interest of the CITY.
- 8.4 The CITY reserves the right to hold all Bids and Bid security for a period not to exceed 120 days after the date of Bid opening stated in the Invitation to Bid.

9.0 EXECUTION OF CONTRACT AND CONTRACT DOCUMENTS

- 9.1 The successful Bidder(s) shall be notified upon receipt of a written Notice of Award. At that time, the CITY will offer a Contract for the construction of the Work.
- 9.2 The successful Bidder will be required to execute the Contract for construction within ten (10) days of the Notice of Award and submit all requested certificates of insurance and performance and payment bonds as required in the Contract Documents.
- 9.3 Until such time as the Contract is fully signed by the City, no contract exists between the City and the Bidder, and the Bidder agrees that it has no claim for legal or equitable relief if a contract is not executed by the City.

10.0 FAILURE TO EXECUTE THE CONTRACT

- 10.1 The failure of the successful Bidder(s) to execute a contract and submit required insurance certificates and bonds as specified in Section 00200.9.2 above will result in forfeit of the Notice of Award. Each Bidder agrees in advance that the CITY will sustain certain damages too difficult to accurately ascertain. Accordingly, if the Notice of Award is forfeited under this Section, the amount of the Bid Security (Bid Bond) of the forfeiting Bidder will be retained by the CITY, not as forfeiture or a penalty, but as liquidated damages.
- 10.2 The CITY may, at the CITY's sole option, award the contract to the next lowest Responsive and Responsible Bidder or reject all Bids and re-advertise the Work.

11.0 RETURN OF THE BID GUARANTY

- 11.1 All Bid security of unsuccessful Bidders will be returned after the contract is awarded and executed, and the certificates of insurance and performance and payment bonds have been submitted by the successful Bidder.

12.0 MODIFICATION AND WITHDRAWAL OF BID

12.1 Prior to the date and time of bid opening, Bidder may withdraw its Bid at any time.

12.2 After the bid opening, no Bid may be withdrawn, canceled or modified.

13.0 OPENING OF BIDS

13.1 Bids submitted will be opened publicly and read aloud at the time and place stated in the Invitation to Bid.

13.2 The Bidder agrees to abide by the unit prices and/or lump sum amount quoted as the Total Base Bid, in the Bid Form for 120 days from the date and time of bid opening.

14.0 CONTRACT TIME AND PERFORMANCE

14.1 The Work to be performed under the Contract Documents shall be commenced upon issuance of a Notice to Proceed by the CITY.

14.2 The number of days in which the Work is to be completed is three hundred sixty-five (365) consecutive calendar days from the date of issuance of the Notice to Proceed for substantial completion, and thirty (30) days for final completion.

14.3 By virtue of the submission of its Bid, Bidder agrees and fully understands that the completion time of the Work of the Contract is an essential and material condition of the Contract, and that time is of the essence. The successful Bidder agrees that all Work shall be prosecuted regularly, diligently and uninterrupted at such rate of progress as will ensure full completion thereof within the time specified.

14.4 All Bidders shall agree that a liquidated damages provision will be required in the Contract for construction.

15.0 GOVERNING LAWS AND REGULATIONS

15.1 Bidders shall be familiar with, and shall comply with, all federal, state, and local laws, ordinances, rules and regulations that may in any manner affect the Work.

15.2 Trench Safety Act: The Occupational Safety and Health Administration excavation safety standards, 29 CFR 1926 Subpart P trench safety standards will be in effect during the period of construction of the Project.

16.0 INSURANCE/EVIDENCE OF INSURABILITY

16.1 The Bidder shall be required to provide and maintain insurance coverage of such types and amounts as specified in the General Conditions, Section 00700 of the Contract Documents for the life of the Contract. Certificates of Insurance shall be

provided by the Bidder upon the notice of Award, as specified in the General Conditions.

- 16.2 Bidder shall be required to submit with the Bid Form written evidence of insurability from Bidder's insurance company, for the types and amounts of insurance specified in the General Conditions, Document 00700 of the Contract Documents.

17.0 SUBCONTRACTOR LIST

- 17.1 The Bidder shall submit a list of names and addresses of the subcontractors and major material suppliers proposed for the principal portions of the Work and shall include such information on Document 00301 Contractor's Qualifications Statement. CITY, at its sole discretion, shall have the right to approve or reject any subcontractor for the project.
- 17.2 Prior to award of Contract, the CITY will notify the Bidder in writing if there is an objection to any person or entity listed. Upon such objection, the Bidder shall propose an acceptable substitute in accordance with the General Conditions.

18.0 LICENSES, PERMITS AND FEES

- 18.1 In accordance with the Public Bid Disclosure Act, 218.80, Florida Statutes, the CITY shall disclose all CITY permit fees associated with the project. Any licenses, permits, and fees which may be required by Monroe County or any State or Federal entities (other than those to be obtained by the CITY) are not included. Any delays in obtaining permits must be brought to the attention of the CITY without delay.
- 18.2 The Bidder shall provide a copy of the contractor license(s)/state certification(s)/local registration(s) required to perform the Work (if any), as part of the "BID."
- 18.3 The successful Bidder shall give all notices and comply with all permit requirements, laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the performance of the Work, including, but not limited to, the Department of Environmental Protection permit and the South Florida Water Management District permit for the Project. The CITY shall not be responsible for monitoring the successful Bidder's compliance with any laws or regulations.

19.0 ANTI-LOBBYING

- 19.1 Under no circumstances shall any Bidder, or any person or persons acting for or on behalf of any Bidder, seek to influence or gain the support of any member of the City governing body or staff favorable to the interest of any Bidder, or seek to influence or gain the support of any member of the City governing body or staff against the interest of any other Bidder. From the date of issuance of this invitation to bid until final City action, Bidders are not to discuss the bids or any

part thereof with any employee, agent, or any other representative of the City except as expressly authorized by the City's Representative in writing. The only communications that shall be allowed with regard to this invitation to bid are the submission in response to the invitation to bid, written requests for clarification of the invitation to bid to the Community Services Coordinator, and any relevant written document submitted at the City's specific request. Any activities contrary to this paragraph may result in the disqualification of the Bidder.

END OF SECTION

00250 INFORMATION AVAILABLE TO BIDDERS

The following information is presented to Bidders either bound within the Project Manual or as a part of the drawings:

1. Subsurface Investigation Report

A. A copy of the following geotechnical report is included with this Document:

Report Title:	Report of Subsurface Exploration & Geotechnical Engineering Evaluation of Subsurface Conditions
Geotechnical Engineer or other author:	Wingerter Laboratories, Inc.

Report Date:	June 2021
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- B. The recommendations and data described within the subsurface investigation report are not a part of the contractual requirements of this project and are reproduced here solely for the information of prospective bidders. Contractual requirements for earthwork, foundations, and other subsurface work will be found within the technical specifications and drawings relative to this project.
- C. The Subsurface Investigation Report identifies limited properties of below grade conditions and offers recommendations for the Project Consultant's use concerning the design of foundations and other subsurface structures. The enclosed report and soil boring logs may be reasonably relied on by Bidders but do not represent a warrant or guarantee of subsurface conditions by either the (owner) City or the Project Consultant.
- D. The **Document 00200, Instructions to Bidders** requires all Prospective Bidders to visit the project site and acquaint themselves with existing site conditions. With prior approval and scheduling coordinated by the Project Consultant and approved by the Owner, Bidders may make their own subsurface investigations to further explore subsurface site conditions. All such investigations undertaken by prospective Bidders shall be at that Bidder's expense and must be conducted prior to the bid opening date established for this project. No extension of bidding dates will be allowed due to any Bidder's site investigations.

2. Topographic/Site Survey

A. A copy of the following topographic/site survey is included within the Bidding Documents:

B.

Survey Title:	Map of Boundary & Topographic Survey
Surveyor or other document source:	John Paul Grimes, III, Registered Florida Surveyor & Mapper, No. 4906
Survey Date:	February 14, 2020

- B. A site survey of existing conditions can be found within the Drawings. The site survey is not a part of the contractual requirements of this project and is reproduced here solely for the information of prospective bidders. The site survey may be reasonably relied on by Bidders but does not represent a warrant or guarantee of actual conditions by either the Owner or the Project Consultant. **Document 00200, Instructions to Bidders** requires all Prospective Bidders to visit the project site, acquaint themselves with existing site conditions, and draw their own conclusions from the existing conditions.

3. Preliminary Project Phasing Schedule

- A. Some activities by the Owner and/or other contractors may take place before, during and after the construction activities described by the Bidding Documents.
- B. The Owner's Preliminary Project Phasing Schedule (if provided) illustrates the Owner's intended sequence and schedule for those activities which are independent of the construction activities described by the Bidding Documents.
- D. The Preliminary Project Phasing Schedule (if provided) is presented as information to Bidders in order to allow Bidder's to understand the range of the Owner's activities in regard to the Site. Bidders may reasonably conclude that those activities of the Owner and/or other contractors as illustrated will be completed according to the schedule provided or otherwise not impact the construction illustrated by the Bidding Documents.

4. City Calendar

- A. The City's annual calendar is available for the Bidder's information and use in determining subsequent construction schedules and their relation to the Owner's schedule of operations, holidays, etc. at the following location: [https://keycolonybeach.net/events/under Government](https://keycolonybeach.net/events/under%20Government).

1. As-Built Drawings and Specifications

- A. Various "as-built" drawings and specifications from the construction of the original facility or subsequent projects on the project site may be available at the Building Department.
- B. The "as-built" drawings and specifications may be reasonably relied on by Bidders but do not represent a warrant or guarantee of existing conditions by either the Owner or the Project Consultant. **Document 00200, Instructions to Bidders** requires all Prospective Bidders to visit the project site, acquaint themselves with existing site and facility conditions, and draw their own conclusions from those existing conditions.

2. Asbestos Surveys and/or Reports

- A. An asbestos report related to the project site may be available at the Building Department Office.

- B. These surveys and reports may be reasonably relied on by Bidders but do not represent a warrant or guarantee of existing conditions (particularly the presence or absence of asbestos or other hazardous materials) by either the Owner or the Project Consultant. **Document 00200, Instructions to Bidders** requires all Prospective Bidders to visit the project site, acquaint themselves with existing site and facility conditions, and draw their own conclusions from those existing conditions.

The Owner is utilizing an independent Commissioning Authority to assist in the development of the Bidding and Contract Documents, observe construction activities, and perform pre-functional and functional performance testing, demonstration and training, and other related activities during the construction of this project. The following documents related to the Commissioning Authority's activities are provided for the Contractor's information.

1. Commissioning Authority's Commissioning Plan

- a. Document entitled:
- b. Prepared by:
- c. Dated:

2. Commissioning Authority's Test Plan

- a. Document entitled:
- b. Prepared by:
- c. Dated:

END OF DOCUMENT 00250

SECTION 00300

BID FORM

BID FROM:

Company: _____

Address: _____

Phone/ Fax: _____

Bidder agrees to furnish all materials, equipment and labor and to perform all work in accordance with the Contract Documents for construction of: **City of Key Colony Beach City Hall Project**, in the CITY OF KEY COLONY BEACH, Florida.

To: **CITY OF KEY COLONY BEACH**
ATTN: CITY CLERK
600 West Ocean Drive,
Key Colony Beach, FL, 33051

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

2.01 Bidder accepts all of the terms and conditions of the Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. The Bid will remain subject to acceptance for **120** days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of CITY.

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

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

<u>Addendum No.</u>	<u>Addendum Date</u>
_____	_____
_____	_____
_____	_____

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

- C. Bidder is familiar with and is satisfied as to all federal, state and local laws and regulations that may affect cost, progress and performance of the Work.
 - D. Bidder has carefully studied all documents as applicable: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site, and (2) reports and drawings of a Hazardous Environmental Condition, if any.
 - E. Bidder has obtained and carefully studied (or assumes responsibility for having done so) all additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents to be employed by Bidder, and safety precautions and programs incident thereto.
 - F. Bidder does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times and in accordance with the other terms and conditions of the Bidding Documents.
 - G. Bidder has correlated the information known to Bidder, information and observations obtained from visits to the Site, reports and drawings identified in the Bidding Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Bidding Documents.
 - H. Bidder has given CITY'S REPRESENTATIVE written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by the CITY'S REPRESENTATIVE is acceptable to Bidder.
 - I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.
- 4.01 Bidder further represents that this Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false Bid; Bidder has not solicited or induced any individual or entity to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over CITY.

5.01 Bidder's Information:

The BIDDER states that he is an experienced CONTRACTOR and has completed similar projects within the last five years. This information has been provided on Document 00301, Contractor's Qualifications Statement.

- 6.01 Bidder agrees that the Work will be substantially completed and completed and ready for final payment in accordance with the Contract Documents on or before the dates or within the number of calendar days indicated in the Contract. If the Bidder does not agree with the construction time allocated in the Agreement, the bidder should not submit a bid.
- 6.02 Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work within the times specified in the Contract Documents.
- 7.01 The following documents are attached to and made a condition of this Bid:
- A. Required Bid security in the form of Bid Bond or Cashiers' Check; _____
 - B. Contractor's Qualifications Statement containing a tabulation of Subcontractors, Suppliers and other individuals and entities required to be identified in this Bid;
 - C. Signed Trench Safety Act document (if applicable)
 - D. O.S.H.A. Standards Acknowledgement
 - E. Copy of the contractor license(s)/state certification(s)/local registration(s) required to perform the Work (if any),
 - F. Evidence of Insurability
 - G. Addenda Acknowledgement
- 8.01 The terms used in this Bid with initial capital letters have the meanings indicated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.
- 9.01 Bidder will complete the work in accordance with the Contract Documents for the Total Base Bid itemized above.

SUBMITTED on _____, 20__.

State Contractor License No. _____. (If applicable.)

Project No:
 Location:
 Project Title:

Date Submitted: _____

Original Post Bid Submittal: ☐ Yes ☐ No

Contractor: _____ Accompanying Requisition for Payment No.: _____

(FORM TO BE USED BY THE SELECTED BIDDERS)

A	B	C	D	E	F	G	H	I	J	K
Item No.	Project Manual Division/ Section No.	Description of Work	Scheduled Value	Work Completed		Materials Presently Stored to Date	Total Completed & Stored to Date	%	Balance to Finish	Retainage
				From Previous Application	This Period					
				(E+F)		(Not in E or F)	(E+F+G)	H/D	(D-H)	
	Div. 0	Overhead								
	Div. 0	Profit								
	Div. 0	Bonds								
	Div. 1	GENERAL REQUIREMENTS								
	Div. 2	SITE WORK								
	02070	Minor Demolition for Remodeling								
	02110	Site Clearing								
	02200	Earthwork								
	02220	Excavation and Fill for Utility Sys.								
	02222	Building Demolition								
	02280	Soil Treatment								
	02370	Auger C.I.P. Concrete Piles								
	02510	Asphaltic Concrete Paving for Parking and Drives								
	02533	Packaged Lift Station								
	02551	Maintenance of Traffic								
	02580	Parking Markings								
	02586	Exterior Electrical Work Underground								

	02605	Precast Manholes								
	02660	Water Distribution								
	02720	Storm Drainage								
	Div. 2	SITE WORK (Continued)								
	02730	Sanitary Sewerage								
	02811	Landscape Irrigation								
	02830	Chain Link Fences and Gates								
	02848	Parking Bumpers								
	02890	Traffic Signs and Signalization								
	02931	Sodding								
	02950	Trees, Plants and Groundcovers								
	02951	Asphaltic Concrete Patching								
	02952	Asphaltic Concrete Repair and Sealing								
	Div. 3	CONCRETE								
	03100	Concrete Formwork								
	03200	Concrete Reinforcement								
	03300	Cast-In-Place Concrete								
	03410	Precast Prestressed Concrete Joists and Beams								
	03412	Precast Concrete Ramps and Stairs Units								
	03415	Precast Prestressed Sections								
	03520	Light Weight Cellular Insulation Concrete								
	03700	Concrete Repair								
	Div. 4	MASONRY								
	04200	Unit Masonry								
	04205	Masonry Piers								
	04230	Reinforced Unit Masonry								
	Div. 5	METALS								
	05120	Structural Steel								
	05210	Steel Joints								
	05310	Steel Deck								

	05400	Cold Formed Metal Framing								
	05500	Metal Fabrications								
	05511	Metal Stairs								
	05520	Metal Handrails and Railings								
	05551	Stair Nosing								
	Div. 6	WOOD and PLASTICS								
	06100	Carpentry								
	06300	Wood Treatment								
	06400	Architectural Woodwork								
	Div. 7	THERMAL and MOISTURE PROTECTION								
	07121	Cold Fluid – Applied Waterproofing								
	07132	Vapor-Protective Waterproofing								
	07145	Cementitious Water Proofing								
	07190	Vapor Barrier								
	07210	Building Insulation								
	07220	Roof Insulation								
	07270	Firestopping and Smoke Barrier Caulking								
	07324	Concrete Roofing Tiles								
	07510	Built-Up Asphalt Roofing System								
	07540	Thermoplastic Membrane Roofing								
	07550	Modified Bitumen Roofing-Hot Asphalt Application								
	07551	Modified Bitumen Roofing-Torch Application								
	07600	Flashing and Sheet Metal								
	07631	Gutters and Downspouts								
	07716	Roof Expansion Joints								
	07722	Roof Scuttles and Automatic Fire Vents								
	07724	Prefabricated Curbs								
	07812	Spray Applied Fire Resistive Material								

	07920	Joint Sealants								
	Div. 8	DOORS and WINDOWS								
	08110	Steel Doors and Frames								
	08210	Flush Wood Doors								
	08305	Access Doors and Panels								
	08333	Overhead Coiling Doors								
	08351	Accordion Folding Doors								
	08400	Entrances & Storefronts								
	08520	Aluminum Windows								
	08710	Door Hardware								
	08800	Glass and Glazing								
	Div. 9	FINISHES								
	09125	Plastered Ceiling Suspension Systems								
	09215	Veneer Plaster								
	09220	Portland Cement Plaster (Stucco								
	09250	Gypsum Board								
	09310	Ceramic Tile								
	09330	Quarry Tile								
	09510	Acoustical Ceilings								
	09545	Linear Metal Ceiling Systems								
	09560	Wood Strip Flooring								
	09650	Resilient Tile Flooring								
	09665	Resilient Sheet Flooring								
	09680	Carpet								
	09705	Resilient Safety Wall Padding								
	09770	Special Wall Surfaces								
	09775	Fiberglass Reinforced Paneling (FRP)								
	09820	Cementitious Coatings								
	09900	Painting								
	09901	Exterior Remedial Paint								
	09951	Resinous Flooring								
	Div. 10	SPECIALTIES								

	10100	Visual Display Boards and Cases								
	10125	Tackable Wall System								
	10165	Plastic Toilet Partitions								
	10190	Cubicle Curtain Track								
	10200	Louvers & Vents								
	10350	Flagpoles								
	10400	Identifying Devices								
	10433	Illuminated Exterior Signage								
	10505	Metal Lockers								
	10520	Fire Protection Specialties								
	10532	Aluminum Walkways								
	10652	Folding Panel Partitions								
	10655	Accordion Folding Partitions								
	10675	Metal Storage Shelving and Cabinets								
	10810	Toilet Accessories								
	10820	Shower Enclosures								
	Div. 11	EQUIPMENT								
	11400	Food Service Equipment								
	11450	Residential Appliances								
	11480	Athletic and Recreational Equipment								
	Div. 12	FURNISHINGS								
	12490h	Window Treatment (Horizontal)								
	12490v	Window Treatment (Vertical)								
	12500	Window Treatment								
	Div. 13	SPECIAL CONSTRUCTION								
	13100	Lightning Protection								
	13825	Security Electrical System								
	13845	Fire Alarm System								
	13900	Total Flooding Fire Suppression System								
	Div. 14	CONVEYING SYSTEMS								

	14240	Hydraulic Elevators								
	Div. 15	MECHANICAL								
	15050	Basic Materials and Methods								
	15052	Variable Frequency Drives								
	15055	Motors								
	15060	Hangers and Supports								
	15070	Mechanical Sound and Vibration Control								
	15075	Mechanical Identification								
	15078	Field Painting of Mechanical Systems								
	15083	Duct Insulation								
	15089	Piping Insulation								
	15100	Valves								
	15105	Plumbing Piping								
	15182	HVAC Pumps								
	15183	Hydronic Piping								
	15211	Air Compressor								
	15220	Chemical Treatment System								
	15222	Condensate Water Recovery System								
	15300	Fire Protection System								
	15320	Fire Pump Controls								
	15410	Plumbing Fixtures								
	15430	Plumbing Specialties								
	15480	Domestic Water Heaters								
	15620	Packaged Water Cooled Chiller								
	15625	Air Cooled Chiller								
	15645	Mechanical Draft Cooling Tower								
	15720	Air Handling Unit								
	15721	Outside Air Handling Pretreatment Unit								
	15732	Packaged Rooftop Air Condensing Unit								
	15733	Packaged Grade Mounted Air Condensing Unit								

	15734	Packaged EHPA Rooftop Air condensing Unit								
	15735	Room Air Condensing Unit								
	15736	Ductless Air Conditioner								
	15737	Packaged Wall Mounted Air Condensing Unit								
	15738	Self Contained Packaged Air Condensing Unit								
	15767	Unit Ventilator Chilled Water								
	15768	Fan Coil Unit Chilled Water								
	15788	Refrigeration System Safety Equipment								
	15810	Metal Ducts								
	15816	Non-Metal Ducts								
	15825	Electric Duct Heater								
	15830	Fans								
	15845	Air Terminal Units								
	15850	Air Outlets and Inlets								
	15855	Penthouse Ventilator								
	15860	Air Cleaning Devices								
	15900	HVAC Instrumentation and Controls								
	15940	Sequence of Operation								
	15995	Startup & Certification of Air, Water & Control Systems								
	Div. 16	ELECTRICAL								
	16010	General Provisions								
	16020	Completion of Work								
	16050	Basic Materials and Methods								
	16053	Provisions for Interior Finishing								
	16060	Grounding								
	16070	Equipment Bases, Mats and Supports								
	16072	Electrical Supporting Devices								
	16080	Electrical Inspection and Testing								
	16085	Cables, Splices and Terminations Testing								

	16088	Acceptance Tests and Performance Verification								
	16090	Alterations and Additions to Existing Work								
	16114	Cable Trays								
	16120	Wire and Cables								
	16129	Terminal Lugs								
	16130	Raceways & Boxes								
	16132	Conduit, Fittings and Supports								
	16134	Auxiliary Terminal Panels								
	16137	Pull and Junction Boxes								
	16138	Outlet Boxes								
	16140	Wiring Devices								
	16220	Motor Starters								
	16225	Motors & Motor Controls								
	16231	Emergency Standby Electrical Service System								
	16400	Service and Distribution								
	16410	Circuit Breakers								
	16413	Safety Switches								
	16415	Transient Voltage Surge Suppressors								
	16430	Low Voltage Switchgear								
	16440	Panelboards								
	16460	Energy Efficient Dry Type Transformers								
	16490	Fuses								
	16510	Interior Luminaries								
	16520	Exterior Luminaries								
	16555	Auditorium Lighting and Dimming								
	16706	Computer Networking Electrical								
	16707	Communications Networking Infrastructure								
	16726	Telephone Raceway System								
	16760	Video Surveillance System								
	16802	Auditorium Sound Systems								

	16910	Electric Systems Controls								
	16912	Mechanical Systems Control								

Contractor’s Certification

According to the best of my knowledge and belief, I certify that all items and amounts shown on this certificate are correct, that all work has been performed and material supplied in full accordance with the terms and conditions of the Contract. I further certify that all just and lawful bills against the undersigned and his subcontractors for labor, materials, and equipment employed in the performance of the Work have been paid in full in accordance with the Contract’s terms and conditions.

Submitted By:

Company Name &
Address:

Phone:

Signature

Title

SCHEDULE OF UNIT PRICES

Project No:
Location:
Project Title:

Unit prices quoted below will be utilized by the Owner as the basis for pricing possible future additions to or deletions from the Work. **Unit prices quoted on this Document will not form part of the basis for award of the Contract.**

Unless specific Unit Prices are indicated on this Schedule of Unit Prices by the Owner, Unit Price information provided by the Bidder shall not be administered under the Contract.

Estimated quantities shown below are “sample” quantities utilized for accounting purposes only and cannot be guaranteed to represent an actual amount or quantity of labor, services, or materials required to complete the Work.

Item No.	Designation (Refer to Section 01270, Unit Prices)	Unit of Measure	Unit of Price (Dollar/Cents)	Estimated Quantity	Total Price (Dollar/Cents)
1.					
2.					
3.					
4.					
5.					
6.					
7.					
8.					
9.					
10.					

Submitted By:

Company Name &
Address:

Phone:

Signature

Title

If Bidder is:

An Individual

Name (typed or printed): _____

By: _____ (SEAL)
(Individual's Signature)

Doing business as: _____

Business address: _____

Phone No.: _____ Fax No.: _____

A Partnership

Partnership Name: _____ (SEAL)

By: _____
(Signature of general partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Business address: _____

Phone No.: _____ Fax No.: _____

A Corporation

Corporation Name: _____ (SEAL)

State of Incorporation: _____

Type (General Business, Professional, Service, Limited Liability): _____

By: _____
(Signature -- attach evidence of authority to sign)

Name (typed or printed): _____ Title: _____

Attest: _____
(Signature of Corporate Secretary)

Business address: _____

Phone No.: _____ FAX No.: _____

Date of Qualification to do business is _____ .

Section 00300

Page 14 of 14

SECTION 0300A

CONTRACTOR'S BID DOCUMENT CHECKLIST

Several recent bid openings for construction projects within Monroe County have resulted in the disqualification of Bidders for failure to properly complete and submit all required forms. To help ensure that all forms are completed and submitted, Bidders are instructed to initial this form as each required submittal is completed. Please assemble your bid response in the order listed below, with this form placed on the top of the response package.

Initials

- 1) Bid Form – filled out completely including:
 - Addenda acknowledgements
 - All pricing
 - Properly signed and sealed

- 2) Contractor's Qualifications Statement – signed and notarized
- 3) Bid Security – bid bond, or cashier's check signed and sealed
- 4) Acknowledgement of Conformance with O.S.H.A. Standards
 - - signed and witnessed

- 5) Trench Safety Form – signed and witnessed
- 6) Evidence of Insurability
- 7) Copy of the contractor license(s)/state certification(s)/local registration(s) required to perform the Work (if any),

- 8) Certification of Compliance with 41 CFR 60-1.7 - signed
- 9) Certification of Non-segregated Facilities - signed
- 10) Hurricane Plan

SECTION 0300B

TRENCH SAFETY FORM

This form must be completed and signed by the Bidder.

Failure to complete this form may result in the bid being declared non-responsive.

Bidder acknowledges that the Florida Trench Safety Act, Section 553.60 *et seq*, Fla. Stat. which became effective October 1, 1990, shall be in effect during the period of construction of the Project. The Bidder by signing and submitting the Bid is, in writing, assuring that it will perform any trench excavation in accordance with applicable trench safety standards. The Bidder further identifies the following separate item of cost of compliance with the applicable trench safety standards as well as the method of compliance:

<u>Method of Compliance</u>	<u>Cost</u>
-----------------------------	-------------

Total: \$

Bidder acknowledges that this cost is included in the applicable items of the Bid and in the Total Base Bid. Failure to complete the above may result in the bid being declared non-responsive.

The Bidder is, and the CITY and ENGINEER are not, responsible to review or assess Bidder's safety precautions, programs of costs, of the means, methods, techniques or technique adequacy, reasonableness of cost, sequences of procedures of any safety precaution, program or cost, including but not limited to, compliance with any and all requirements of Section 553.60 *et. seq.*, Fla. Stat. cited as the "Trench Safety Act". Bidder is, and the CITY and ENGINEER are not, responsible to determine, if any safety or safety related standards apply to the Project, including but not limited to, the "Trench Safety Act".

Witness Signature

Bidder's Signature

Witness Signature

Printed Name

Title

Date

Date

**SECTION 00301
SUPPLEMENT TO BID FORM
CONTRACTOR'S QUALIFICATIONS STATEMENT**

THIS FORM MUST BE SUBMITTED WITH BID FOR BID TO BE DEEMED RESPONSIVE.
The undersigned guarantees the truth and accuracy of all statements and the answers contained herein.

1. Please describe your company in detail.

2. The address of the principal place of business is:

3. Company telephone number, fax number and e-mail addresses:

4. Number of employees:

5. Number of employees assigned to this project:

6. Company Identification numbers for the Internal Revenue Service:

7. Provide **Monroe County Occupational License Number**, if applicable, and expiration date:

8. How many years has your organization been in business performing, as a substantial portion of its business, the types of work described in the Bidding Documents? Does your organization have a specialty and, if so, what is it?

9. What is the most recent project of this nature or magnitude that you have completed? Please provide project description, contract/project number, owner's contact information, reference, and final contract price.

10. Have you ever completed a public works project in Monroe County, Florida? If so, please provide project description, contract/project number, and final contract price.

11. Have you ever failed to complete any work awarded to you? If so, provide the reason, project description, contract/project number, owner's contact information and reference.

12. Give names, addresses and telephone numbers of three individuals, corporations, agencies, or institutions for which you have performed work similar to the Work described in the Bidding Documents:

12.1

Project Name

Contact Person

Address

Telephone No.

12.2

Project Name _____
Contact Person _____
Address _____
Telephone No. _____

12.3

Project Name _____
Contact Person _____
Address _____
Telephone No. _____

13. List the following information concerning all contracts **in progress** as of the date of submission of this bid. (In event of co-venture, list the information for all co-venturers.)

Name of Project	Owner	Value	Contract Completion Date	% of Completion to Date

(Continue list on insert sheet, if necessary.)

14. Has the Bidder or its representative inspected the proposed project site and does the Bidder have a complete plan for its performance?

15. Provide a list of subcontractor(s) and suppliers you intend to utilize on the Project that will provide more than 10% of the value of your Total Base Bid .

Subcontractor/Supplier Name			Address	Work to be Performed

The foregoing list of subcontractor(s)/suppliers shall not be amended after award of the contract without the prior written approval of the City.

16. What equipment do you own that is available for the Work?

17. What equipment will you purchase for the proposed Work?

18. What equipment will you rent for the proposed Work?

19. State the **names of your proposed project manager** and superintendent and give details of his or her qualifications and experience in managing similar work.

20. Provide copies of audited or CPA-reviewed financial statements for the past three years, indicating, at a minimum, annual revenues and net income/loss for the past three years.
21. Provide names, addresses and telephone numbers of at least three vendor credit and bank references or lines of credit.

22. State the true, exact, correct and complete name of the partnership, corporation or trade name under which you do business. (If a corporation, also state the name of the president and secretary. If a partnership, state the names of all partners. If a trade name, also state the names of the individuals who do business under the trade name.)

22.1 The correct name of the Bidder is:

22.2 The business is a (Sole Proprietorship) (Partnership) (Corporation).

22.3 The names of the corporate officers, or partners, or individuals doing business under a trade name, are as follows:

22.4 Identify all lawsuits and/or arbitrations commenced within the five years preceding the date of your Bid for the Work in which you were/are a named party. You need not list workers compensation claims or personal injury claims for which you have insurance coverage. For all matters listed, provide the full names of the named parties, the jurisdiction where the matter is pending, and the case number.

STATE OF FLORIDA
COUNTY OF

The foregoing instrument was sworn to before me this ____ day of _____, 20__, by _____ who is personally known to me or who has produced _____ as identification and who did/did not take an oath.

WITNESS my hand and official seal, this ____ day of _____, 20__.

(NOTARY SEAL)

(Signature of person taking oath)

(Name of officer taking oath)
typed, printed or stamped

(Title or rank)

(Serial number, if any)

SECTION 00401

BID BOND

1. KNOW ALL PERSONS that we, _____ as Principal, and _____ as Surety, are held and firmly bound unto the City of Key Colony Beach, Florida (hereafter called the ("Owner")) in the penal sum of _____ dollars (\$_.00), (10% of the Total Base Bid) as hereinafter set forth and for the payment of which sum well and truly to be made we bind ourselves, our executors, administrators, successors and assigns, jointly and severally, by these presents;
2. The Principal has submitted a bid to the Owner for the construction of the project known as **City of Key Colony Beach City Hall Project**.
3. The condition of this obligation is such that if the Owner shall accept the bid of the Principal, and
 - a. the Principal shall execute such contract documents, if any, as may be required by the terms of the bid and give such Contractor's bond or bonds for the performance of the contract and for the prompt payment of labor and material furnished for the project as may be specified in the bid, or
 - b. in the event of the failure of the Principal to execute such contract documents, if any, and give such Contractor's bond or bonds, if the Principal shall pay to the Owner the difference, not to exceed the penal sum hereof between the amount specified in the bid and such larger amount for which the Owner may in good faith contract with another party to construct the project, then this obligation shall be void, otherwise to remain in full force and effect.
4. Surety waives notice of and any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from Bid Due Date without Surety's written consent.
5. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the county and state in which the Project is located.
6. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent or representative who executed this Bond on behalf of Surety to execute, seal and deliver such Bond and bind the Surety thereby.
7. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable provision of any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.

IN WITNESS WHEREOF, the undersigned have caused this instrument to be executed and their respective corporate seals to be affixed and attested by their duly authorized representatives this _____ day of _____, 20 ____ .

_____(Seal)
Principal

ATTEST: _____ *By*

Secretary

Title

Surety (Seal)

ATTEST: _____ *By*

Secretary

Title

SECTION 00500
CONSTRUCTION CONTRACT

This Contract (the "Contract") is dated as of the day of 20__ by and between the City of Key Colony Beach (hereinafter called the "CITY") and _____ (hereinafter called "CONTRACTOR") located at:

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

ARTICLE 1. WORK

1.1 Project/Work: CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as the following: The Project consists of **City of Key Colony Beach City Hall Project** consisting of the construction of a new building and associated site improvement inclusive of all labor supplies, material required for a complete project as indicated and in accordance in the contract and construction documents.

ARTICLE 2. CITY'S REPRESENTATIVE, ARCHITECT AND ENGINEER

2.1 It is understood that the CITY will designate a representative for the Work. The CITY'S REPRESENTATIVE referred to in any of the Contract Documents designated herein is Tony Rosabal, AIA, LEED BD+C, LIVS Associates, LLC, 1701 Ponce de Leon Blvd. Suite 310 Coral Gables, FL 33134.

2.2 The CITY's ARCHITECT referred to in any of the Contract Documents designated herein is _____ (insert name here) _____, _____ (insert address here) _____.

2.3 The CITY's ENGINEER referred to in any of the Contract Documents designated herein is _____ (insert name here) _____, _____ (insert address here) _____.

ARTICLE 3. TERM

3.1 Contract Term. The Work shall be substantially completed within **xxxxxx** (xxxxxx) calendar days after the date specified in the Notice to Proceed ("Substantial Completion"), and fully completed and ready for final payment in accordance with the Contract Documents within **xxxxxxxxx (xxxxxx)** calendar days after the date specified in the Notice to Proceed ("Final Completion").

3.2 Contract Time. The Contract Term shall not commence until the CITY issues to CONTRACTOR a Notice to Proceed and the term of the Contract shall be through the date of final payment unless terminated earlier pursuant to Section 00700 – General Conditions, Article 14, Payments to Contractor and Completion.

3.3 Survival of Obligations. Any obligations by the CONTRACTOR, including but not limited to those set forth in Section 00700 – General Conditions, Article 12, Contractor’s General Warranty and Guarantee, that would or could occur after the date of expiration or termination of the Contract shall survive the termination or expiration of the Contract.

3.4 Liquidated Damages. CITY and CONTRACTOR recognize that time is of the essence in this Contract and that the CITY will suffer financial loss if the Work is not completed within the contract times specified in Section 3.1 for the Work above, plus any approved extensions thereof allowed in accordance with the General Conditions. The CONTRACTOR also recognizes that the damages which the City will incur if the Work is not substantially completed on time and/or fully completed on time are not readily ascertainable at the time this Agreement is entered into, and the Contractor recognizes the difficulties involved in proving the actual loss suffered by CITY if the Work is not substantially completed on time and/or fully completed on time. Accordingly, instead of requiring any such proof, CITY and CONTRACTOR agree that as liquidated damages to compensate the City and not as a penalty for delay or as an incentive to complete on time, CONTRACTOR shall pay CITY (\$1,000.00) for each calendar day that expires after the time specified in Section 3.1 for Substantial Completion of the Work. After Substantial Completion, if CONTRACTOR fails to fully complete the Work within the time specified in Section 3.1 for completion and readiness for final payment or any proper extension thereof granted by CITY, CONTRACTOR shall pay CITY (\$750.00) for each calendar day that expires after the time specified in Section 3.1 for full completion and readiness for final payment. Contractor agrees that the liquidated damage amounts specified in the Contract Documents bear a reasonable relationship to the actual damages to be suffered due to public inconvenience and damage to the City’s reputation if the Contractor fails to substantially complete and/or fully complete the Work on time. The liquidated damages are not in compensation for any other damages, and expressly exclude damages for completion contractor expenses, lost/unrealized revenue, financing costs, professional services, attorney fees, and/or additional City staffing that may be incurred if the work is not substantially completed on time and/or fully completed on time. All liquidated damages amounts will continue to be charged if the Contractor abandons the Work, or is terminated, and the Work is completed by another party.

3.5 Should the Substantial Completion and/or Full/Final Completion and acceptance of Work, together with any modification or additions, be delayed beyond the time for performance set in Section 3.1 above because of lack of performance by the CONTRACTOR, it is understood and agreed that aside from any liquidated damages, the Contractor shall be liable to the City for all actual additional costs and/or losses incurred by the CITY including, but not limited to, completion contractor expenses, lost/unrealized revenue, financing costs, professional services, attorney fees, and/or additional City staffing that incurred because the Work was not substantially completed on time and/or fully completed on time.

3.6 Monies due to the CITY under Sections 3.4 and 3.5 shall be deducted from any monies due the CONTRACTOR, or if no money is due or the amount due is insufficient to cover the amount charged, the CONTRACTOR shall be liable for said amount.

ARTICLE 4. CONTRACT PRICE

4.1 CITY shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to this Article.

4.1.1 For all Unit Price Work, an amount equal to the sum of the established unit price for each separately identified item of Unit Price Work times the estimated quantity of that item as indicated on the Unit Price Bid Form attached hereto as **Exhibit "A."** Estimated quantities are not guaranteed, and determination of actual quantities and classification are to be made by ENGINEER as provided in the Contract Documents.

4.2 The CONTRACTOR agrees that all specific cash allowances are included in the above Contract Price and have been computed in accordance with the Contract Documents.

ARTICLE 5. PAYMENT PROCEDURES

5.1 CONTRACTOR shall submit Applications for Payment in accordance with the Section 0700 - General Conditions, Article 14, Payments to Contractor and Completion. Applications for Payment will be processed by CITY as provided in the General Conditions.

5.2 Progress Payments, Retainage. CITY shall make progress payments, deducting the amount from the Contract Price above, on the basis of CONTRACTOR'S Applications for Payment as recommended by the CITY'S REPRESENTATIVE, on or about the last day of each month during construction as provided herein. All such payments will be made in accordance with the schedule of values established in the General Conditions or, in the event there is no schedule of values, as provided in the General Conditions.

5.2.1 No progress payment shall be made until CONTRACTOR delivers to the CITY **certified copies of the performance bond and payment bond establishing that the bonds have been recorded with the county clerk**, complete original partial releases of all liens, bond claims, and claims signed by all Subcontractors, suppliers, and vendors, indicating amount of partial payment, on a form approved by the CITY, and an affidavit that so far as the CONTRACTOR has knowledge or information, the releases include and cover all Materials and Work for which a lien, bond claim, or claim could be filed for work completed to date.

5.3 The CONTRACTOR agrees that ten percent (10%) of the amount due for Work as set forth in each Application for Payment shall be retained by CITY for each Progress Payment until Final Payment, as defined in Section 0700 - General Conditions, Article 14, Payments to Contractor and Completion.

5.3.1 Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated above, but, in each case, less the aggregate of payments previously made and less such amounts as CITY'S REPRESENTATIVE shall determine, or CITY may withhold, in accordance with the General Conditions.

Section 00500

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5.4 The payment of any Application for Payment by CITY, including the Final Request, does not constitute approval or acceptance by CITY of any item of the Work in such Request for Payment, nor shall it be construed as a waiver of any of CITY's rights hereunder or at law or in equity.

ARTICLE 6. INSURANCE/INDEMNIFICATION.

6.1 Insurance. The CONTRACTOR shall secure and maintain throughout the duration of this Contract, insurance of such type and in such amounts necessary to protect its interest and the interest of the CITY against hazards or risks of loss as specified in the General Conditions of the Contract Documents.

6.2 Indemnification. The CONTRACTOR shall indemnify, defend and hold harmless the CITY, their officials, agents, employees, and volunteers as set forth in General Conditions of the Contract Documents.

ARTICLE 7. CONTRACTOR'S REPRESENTATIONS.

In order to induce CITY to enter into this Contract, CONTRACTOR makes the following representations:

7.1 CONTRACTOR has examined and carefully studied the Contract Documents (including the Addenda) and the other related data identified in the Bidding Documents including "technical data."

7.2 CONTRACTOR has visited the site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance or furnishing of the Work.

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

7.4 CONTRACTOR has made, or caused to be made, examinations, investigations, tests, or studies as necessary to determine surface and subsurface conditions at or on the site. CONTRACTOR acknowledges that CITY does not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Contract Documents with respect to subsurface conditions or underground facilities at or contiguous to the site. CONTRACTOR has obtained and carefully studied (or assumes responsibility for having done so) all such additional supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences and procedures of construction to be employed by CONTRACTOR and safety precautions and programs incident thereto. CONTRACTOR does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the performance and furnishing of the Work at the Contract Price, within the Contract Times and in accordance with the other terms and conditions of the Contract Documents.

7.5 The CONTRACTOR is aware of the general nature of Work to be performed by CITY and others at the site that relates to the Work as indicated in the Contract Documents.

7.6 The CONTRACTOR has correlated the information known to CONTRACTOR, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies and data with the Contract Documents.

7.7 The CONTRACTOR has given the CITY'S REPRESENTATIVE written notice of all conflicts, errors, ambiguities or discrepancies that CONTRACTOR has discovered in the Contract Documents and the written resolution thereof by the CITY'S REPRESENTATIVE is acceptable to CONTRACTOR, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

7.8 The CONTRACTOR warrants the following:

7.8.1 Anti-Discrimination: The CONTRACTOR agrees that it will not discriminate against any employees or applicants for employment or against persons for any other benefit or service under this Contract because of race, color, religion, sex, national origin, or physical or mental handicap where the handicap does not affect the ability of an individual to perform in a position of employment, and to abide by all federal and state laws regarding non-discrimination.

7.8.2 Anti-Kickback: The CONTRACTOR warrants that no person has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, and that no employee or officer of the CITY or any other applicable federal or state agency, has any interest, financially or otherwise, in the Project. For breach or violation of this warranty, the CITY shall have the right to declare contractor in default, and/or annul this Contract without liability or, in its discretion, to deduct from the Contract Price or consideration, the full amount of such commission, percentage, brokerage or contingent fee.

7.8.3 Licensing and Permits: The CONTRACTOR warrants that it shall have, prior to commencement of work under this Contract and at all times during said work, all required licenses and permits whether federal, state, County or City.

7.8.4 Public Entity Crime Statement: The CONTRACTOR warrants that it has not been place on the convicted vendor list following a conviction for public entity crime, as specified in Document 00200, Section 7.5, of the Instructions to Bidders.

ARTICLE 8. CONTRACT DOCUMENTS.

8.1 The Contract Documents listed below, which are listed in their order of precedence for the purpose of resolving conflicts, errors and discrepancies, by this reference shall become a part of the Contract as though physically attached as a part thereof:

8.1.1 Change Orders.

8.1.2 Field Orders.

8.1.3 Contract for Construction.

8.1.4 Exhibits to this Contract.

8.1.5 Supplementary Conditions.

8.1.6 General Conditions.

8.1.7 Any federal, state, county or city permits for the Project

8.1.8 Specifications bearing the title: **Contract Documents for City of Key Colony Beach City Hall Project.**

8.1.9 Drawings consisting of a cover sheet and inclusive of all sheets bearing the following general titles: **Key Colony Beach City Hall.**

8.1.10 Bid Documents, including but not limited to: Addendum, Invitation to Bid, Instructions to Bidders, Bid Form provided by CONTRACTOR, Notice of Award and Notice to Proceed.

8.1.11 Addenda subject matter takes the same precedence of the respective subject matter that it is modifying. Furthermore, each subsequent addendum takes precedence over previous addenda.

8.1.12 The documents listed above shall be incorporated into this Contract (except as expressly noted otherwise above).

8.1.13 There are no Contract Documents other than those listed above in this Article. The Contract Documents may only be amended, modified or supplemented as provided in the General Conditions.

8.1.14 The Contract Documents shall remain the property of the CITY. The CONTRACTOR shall have the right to keep one record set of the Contract Documents upon completion of the Project; provided; however, that in no event shall the CONTRACTOR use, or permit to be used, any or all of such Contract Documents on other projects without the City's prior written authorization.

8.1.15 The General Conditions discuss the bond and surety requirements of the CITY. This Contract requires the CONTRACTOR to provide payment and performance bonds, unless stated otherwise in Section 255.05, Florida Statutes. If the Contract does not require bonds, the references to bonds in the General Conditions do not apply to this Contract.

ARTICLE 9. MISCELLANEOUS.

9.1 Terms used in this Contract which are defined in Article 1 of the General Conditions, Section 700, will have the meanings indicated in the General Conditions. Terms used in Article 1 of the Instructions to Bidders, Section 200, also apply to this Contract.

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

9.3 CITY and CONTRACTOR each bind itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.

9.4 Severability. Should any provision, paragraph, sentence, word, or phrase contained in this Contract be determined by a court of competent jurisdiction to be invalid, illegal, or otherwise unenforceable under the laws of the State of Florida, such provision, paragraph, sentence, word, or phrase shall be deemed modified to the extent necessary in order to conform with such laws, then shall be deemed severable, and in this Contract, shall remain unmodified and in full force and effect.

9.5 Remedies. If and when any default of this Contract occurs, the CITY may avail itself of any legal or equitable remedies that may apply, including, but not limited to, liquidated damages specified in Article 3.4, actual damages, and specific performance. Such remedies may be exercised in the sole discretion of the CITY. Nothing contained in this Contract shall limit the CITY from pursuing any legal or equitable remedies that may apply. A default by CONTRACTOR under any contract with the CITY will be a default under all contracts with the CITY. The CITY may apply the proceeds from any contract between CONTRACTOR and the CITY to satisfy amounts owed by the CONTRACTOR to the CITY under any other contract.

9.6 Access to Public Records. The CONTRACTOR shall comply with the applicable provisions of Chapter 119, Florida Statutes. The CITY shall have the right to immediately terminate this contract for the refusal by the Contractor to comply with Chapter 119, Florida Statutes. The Contractor shall retain all records associated with this Contract for a period of five (5) years from the date of Final Payment or Termination of this Contract.

9.7 Inspection and Audit. During the term of this Contract and for five (5) years from the date of final completion or Termination, the CONTRACTOR shall allow CITY representatives access during reasonable business hours to CONTRACTOR'S records related to this Contract for the purposes of inspection or audit of such records. If upon an audit of such records, the CITY determines the CONTRACTOR was paid for services not performed, upon receipt of written demand by the CITY, the CONTRACTOR shall remit such payments to the CITY.

9.8 Counterparts. This contract may be signed in one or more counterparts, each of which when executed shall be deemed an original and together shall constitute one and the same instrument.

9.9 Notices. Whenever any party is required to give or deliver any notice to any other party, or desires to do so, such notices shall be sent via certified mail or hand delivery to:

FOR CONTRACTOR:

FOR CITY:

City of Key Colony Beach
P.O. Box 510141
600 W. Ocean Dr.,
Key Colony Beach, FL 33051-0141
ATTN: City Administrator

WITH COPY TO:

Attn: City Attorney
Vernis & Bowling of the Florida Keys, P.A.
81990 Overseas Highway, 3rd Floor.
Islamorada, Florida 33036

9.10 WAIVER OF JURY TRIAL AND VENUE. The CITY and CONTRACTOR knowingly, irrevocably, voluntarily and intentionally waive any right either may have to a trial by jury in State and or Federal court proceedings in respect to any action, proceeding, lawsuit or counterclaim based upon the Contract, arising out of, under, or in connection with the Work, or any course of conduct, course of dealing, statements or actions or inactions of any party. The venue for any lawsuit arising out of this Contract shall be Monroe County, Florida.

9.11 Attorneys' Fees. If either the CITY or CONTRACTOR is required to enforce the terms of the Contract by court proceedings or otherwise, whether or not formal legal action is required, the parties shall bear their own attorney fees, costs and expenses, at the trial and appellate level.

9.12 Amendments. This Contract may only be amended by the prior written approval of the parties or by execution of a Change Order in the form attached hereto as **Exhibit "B"**.

IN WITNESS WHEREOF, the parties hereto have made and executed this Contract on the respective dates under each signature: CITY OF KEY COLONY BEACH, FLORIDA, signing by and through its Mayor or Vice Mayor, authorized to execute same by Commission action on the

_____ day of _____, 2023, and by _____ (Contractor), signing by and through its _____, duly authorized to execute same.

CONTRACTOR

WITNESS

By: _____

By: _____

By _____
(Signature and Title)
(Corporate Seal)

(Type Name/Title signed above)

day of _____, 20____.

CITY

ATTEST CITY OF KEY COLONY BEACH, FLORIDA

City Clerk _____, Mayor
_____ day of _____, 20____.

APPROVED AS TO FORM AND LEGALITY FOR THE USE
AND BENEFIT OF THE CITY OF KEY COLONY BEACH ONLY:

By: _____
City Attorney

(In the event that the Contractor is a corporation, there shall be attached to each counterpart a certified copy of a resolution of the board of the corporation, authorizing the officer who signs the contract to do so in its behalf.*

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, _____, certify that I am the
_____ of _____ and that
_____, who signed the Bid with the City of Key Colony Beach, Monroe County,
Florida for _____, is _____ of said Corporation
with full authority to sign said **Bid** on behalf of the Corporation.

Signed and sealed this ____ day of _____, 20__.

(SEAL)

Signature

Typed w/Title

STATE OF FLORIDA
COUNTY OF _____

SWORN TO AND SUBSCRIBED before me this ____ day of _____, 20__.

My Commission Expires:

Notary Public

CERTIFICATE AS TO AUTHORIZED CORPORATE PERSONNEL

I, _____, certify that I am the _____ of _____,
who signed the Bid with the City of Key Colony Beach, Monroe County, Florida, for the project
titled _____, and that the following persons
have the authority to sign **payment requests** on behalf of the Corporation:

(Signature) (Typed Name w/Title)

(Signature) (Typed Name w/Title)

(Signature) (Typed Name w/Title)

Signed and sealed this ____ day of _____, 20__.

(SEAL)

Signature

Typed w/Title

STATE OF FLORIDA
COUNTY OF MONROE

SWORN TO AND SUBSCRIBED before me this ____ day of _____,
20__.

My Commission Expires:

Notary Public

EXHIBIT “A”
BID

Bid Item No./Description	No. of Units/Lump Sum	Price Per Unit/Lump Sum	Extended Price
--------------------------	--------------------------	----------------------------	----------------

[illegible]

TOTAL BASE BID: _____ (insert price using words) _____ (\$_____ .00)

**SECTION 00510
PARTIAL LIEN WAIVER AND RELEASE**

FROM:

Name of Project

City of Key Colony Beach City Hall Project

Project Address:

Name of Owner:

City of Key Colony Beach, Florida

ACKNOWLEDGMENT AND RELEASE FOR PRIOR PAYMENTS RECEIVED

The undersigned hereby acknowledges that the undersigned has received prior payment(s) in the amount of \$ _____ for labor/services/equipment and material furnished to the above designated project through _____, 2023, and does hereby release unconditionally all liens, and bond rights that the undersigned has to the extent of the work performed through the date identified above only and does not cover any retention or labor or materials or equipment furnished after that date. This release is for the benefit of and may be relied upon by the owner, the prime contractor, the construction lender, and the principal and surety on any Payment or Performance Bond posted for the Project.

NOTICE: THIS DOCUMENT WAIVES RIGHTS UNCONDITIONALLY AND STATES THAT YOU HAVE BEEN PAID FOR GIVING UP THOSE RIGHTS. THIS DOCUMENT IS ENFORCEABLE AGAINST YOU IF YOU SIGNED, EVEN IF YOU HAVE NOT BEEN PAID.

By:

(Signature of Authorized Person)

Date:

STATE OF FLORIDA
COUNTY OF

The foregoing instrument was sworn to before me this ____ day of _____, 20__, by

Notary Public

(Print or Stamp Commissioned Name)

Personally Known ___ or Produced Identification ___. Type of Identification
Produced: .

SECTION 00520

**STANDARD FORM
FOR
CONTRACTOR'S FINAL AFFIDAVIT & RELEASE OF LIEN**

Before me, the undersigned authority, personally appeared _____, who, after being by me first duly sworn, deposes and says that:

1. He is _____ of _____,
(Title of Officer) (Name of Company)
doing business in the State of Florida, hereinafter called "CONTRACTOR".

2. CONTRACTOR pursuant to a Contract dated _____, hereinafter referred to as "Contract", with the City of Key Colony Beach, Florida, hereinafter referred to as "OWNER" has heretofore furnished or caused to be furnished labor, material and services for the construction of certain improvements as more particularly set forth in said Contract for The City of Key Colony Beach City Hall Project.

3. CONTRACTOR represents that all Work to be performed under the aforesaid Contract has been fully completed and that all persons and firms who furnished material, labor and/or services incident to the completion of said Work have been paid in full except to the following:

NAME	ADDRESS	AMOUNT DUE
------	---------	------------

(Write in "None" if all persons and firms have been paid in full.)

4. The undersigned affiant for and in consideration of final payment to him in the amount of \$ _____, and all other previous payments paid by OWNER to CONTRACTOR, does hereby for and in behalf of the CONTRACTOR, waive, release, remise and relinquish all claims against the City, its agents and assigns arising out of and/or related to the Project and/or the Contract and the CONTRACTOR's right to claim, demand or impose a lien or liens for work done or materials and/or services furnished or any other class of lien or liens whatsoever, on any of the premises owned by OWNER on which improvements have been completed in connection with the aforementioned Contract.
5. The affiant herein does hereby represent that he has authority to execute a full and final Release of Lien for and in behalf of the CONTRACTOR as set forth above.

Section 00510

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6. The affiant herein makes this Affidavit and Release of Lien for the express purpose of inducing OWNER to make final disbursement and payment to the CONTRACTOR in the amount of \$.
7. The Affidavit and Release of Lien is made by affiant with full knowledge of the applicable laws of the State of Florida. In addition to such rights as may be afforded to OWNER under said applicable laws, affiant expressly agrees to indemnify and save OWNER harmless from any and all actual costs and expenses, including reasonable attorney's fees, arising out of claims by laborers, subcontractors or materialmen who might claim that they have not been paid for services or material furnished by or through the CONTRACTOR in connection with the work performed under the aforementioned Contract.

Name of Contractor

By:

Its:

(CORPORATE SEAL)

ATTEST:

Name of Corporation

Secretary

STATE OF FLORIDA)
)
COUNTY OF _____)

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

Notary Public

(Print Name)

(NOTARY SEAL)

My Commission Expires:

SECTION 00610

PERFORMANCE BOND

BOND NO. _____

**This Bond must be recorded and a certified copy provided to the City
before payment will be made by the City.**

BY THIS BOND (the "Bond"), We _____
(name, address, telephone number) as principal, called CONTRACTOR, and
_____ (name, address, telephone number) as
surety, hereinafter called Surety, are bound to the CITY OF KEY COLONY BEACH, a Florida
municipal corporation, 9805 Overseas Highway, Key Colony Beach, FL , (305) 743-0033,
hereinafter called CITY, in
the amount of _____
_____ Dollars (\$ _____) for payment of which CONTRACTOR and Surety bind
themselves, their heirs, personal representatives, executors, administrators, successors and assigns,
jointly and severally, with reference to a written CONTRACT entered into by CONTRACTOR
and CITY, for the following:

Contract Title: **City of Key Colony Beach City Hall Project**

Contract Number: _____

Contract Date:

THE CONDITION OF THIS BOND is that if the CONTRACTOR:

1. Performs said Contract in accordance with its terms and conditions, the contract being made a part of this bond by reference, at the times and in the manner prescribed in the contract; and
2. Pays CITY all losses, damages (direct and consequential, including delay and liquidated damages), expenses, costs, and attorney's fees, including appellate proceedings, that CITY sustains because of a default by CONTRACTOR under the Contract; and
3. Pays CITY and all other amounts due CITY by CONTRACTOR because of a default by CONTRACTOR under the Contract; and
4. Performs the guarantee of all Work and materials furnished under the Contract for the time specified in the Contract;

THEN THIS BOND IS VOID, OTHERWISE, IT REMAINS IN FULL FORCE.

Any changes in or under the Contract Documents and compliance or noncompliance with formalities,

Section 00610

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connected with the Contract or with the changes, do not affect the Surety's obligation under this bond. Surety hereby waives notice of any alteration or extension of time made by the City. Any suit under this Bond must be initiated before the expiration of the limitation period set forth in Section 255.05, Florida Statutes.

WHEN THE PRINCIPAL IS AN INDIVIDUAL:

Signed, sealed and delivered in the presence of:

(Witness)

(Witness)

(Name and Address)

WHEN THE PRINCIPAL OPERATES UNDER A TRADE NAME:

Signed, sealed and delivered in the presence of:

(Witness)

(Witness)

Business Name and Address

By: _____

WHEN THE PRINCIPAL IS A PARTNERSHIP:

Signed, sealed and delivered in the presence of:

(Witness)

(Witness)

Name and Address of Partnership

By: _____

WHEN THE PRINCIPAL IS A **CORPORATION**:

ATTEST:

(Corporate Seal)

Name and Address of Corporation

Business Address

(Secretary)

By:

President

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SURETY

ATTEST:

(Surety Seal)

(Type Corporate Surety Name)

Business Address

(Secretary)

By:
SURETY

By: _____
Florida Resident Agent

(Type Florida Resident's Name)

Florida Agent's Business Telephone Number

ATTORNEY-IN-FACT

By:

Name _____
(Type)

NOTE 1: Surety shall provide evidence of signature authority, i.e., a certified copy of Power of Attorney.

NOTE 2: If both the Principal and Surety are Corporations, the respective Corporate Seals shall be affixed and attached.

NOTE 3: Surety shall include evidence that Agent is licensed in Florida.

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

ATTACH a certified copy of Power-of-Attorney appointing individual Attorney-in-Fact for execution of Performance Bond on behalf of Surety.

Section 00610

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**SECTION 00620
PAYMENT BOND**

BOND NO.

**This Bond must be recorded and a certified copy provided to the City before payment
will be made by the City.**

BY THIS BOND (the "Bond"), We as _____ (name,
address, telephone no.) _____ as principal, called CONTRACTOR, and
_____ as surety, hereinafter called Surety, are
bound to the City of Key Colony Beach, 9805 Overseas Highway, Key Colony Beach, FL, (305)
743-0033, a Florida
municipal corporation, hereinafter called CITY, in the amount of _____
_____ Dollars for payment of which CONTRACTOR and Surety bind
themselves, their heirs, personal representatives, executors, administrators, successors and assigns,
jointly and severally, with reference to a written contract entered into by CONTRACTOR and
CITY, for the following:

Contract Title: **City of Key Colony Beach City Hall Project**

Contract No.: _____

Contract Date: _____

THE CONDITION OF THIS BOND is that if the CONTRACTOR:

Promptly makes payments to all claimants as defined in Section 255.05(1), Florida Statutes,
supplying CONTRACTOR with labor, material, and/or supplies, used directly or indirectly by
CONTRACTOR in the prosecution of the Work provided for in the Contract;

THEN THIS BOND IS VOID, OTHERWISE, IT REMAINS IN FULL FORCE.

Any changes in or under the Contract Documents and compliance or noncompliance with
formalities, connected with the Contract or with the changes, do not affect Surety's obligation under
this Bond. Surety hereby waives notice of any alteration or extension of time made by the CITY.

Claimants must comply with notice requirements set forth in Section 255.05(2), Florida Statutes.
No action shall be instituted against the CONTRACTOR or Surety under this bond after the time
limits set forth in Section 255.05, Florida Statutes.

IN WITNESS WHEREOF, this instrument is executed this the _____ day of
_____, 20____.

Contractor

By (signature) (Name and Title)

Signed, sealed and delivered in the presence of: (Name and Address)

(Witness) (Name and Address)

(Witness) (Name and Address)

(Name and Address)
Surety

By (signature)
(Name and Title)

WHEN OPERATING UNDER **TRADE NAME**:

Signed, sealed and delivered in the presence of:

(Witness)

(Witness)

WHEN OPERATING AS A **PARTNERSHIP**:

Signed, sealed and delivered in the presence of:

(Witness)

(Witness)

Surety

WHEN PRINCIPAL IS A **CORPORATION**:

Signed, sealed and delivered in the presence of:

(Witness) _____

(Witness)

(Surety Seal)

(Corporate SURETY)

Business Address

By:
(Surety)

(Secretary)

Florida Resident Agent

ATTORNEY-IN-FACT

By: _____

Name

(Type)

NOTE 1: Surety shall provide evidence of signature authority, i.e., a certified copy of Power of Attorney.

NOTE 2: If both the Principal and Surety are Corporations, the respective Corporate Seals shall be affixed and attached

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

ATTACH a certified copy of Power-of-Attorney appointing individual Attorney-in-Fact for execution of Performance Bond on behalf of Surety.

The Performance Bond and the Statutory Payment Bond and the covered amounts of each are separate and distinct from each other.

SECTION 00650
ACKNOWLEDGEMENT OF CONFORMANCE
WITH O.S.H.A. STANDARDS

TO: THE CITY OF KEY COLONY BEACH

We, _____, hereby acknowledge and agree that as the Contractor for the construction of the **City of Key Colony Beach City Hall Project**, that we have the sole responsibility for compliance with all requirements of the Federal Occupational Safety and Health Act of 1970, and all State and Local Safety and Health regulations, and agree to indemnify and hold harmless the CITY, its officers, and employees against any and all legal liability or loss the CITY, its officers and employees may incur due to failure to comply with such act.

ATTEST

CONTRACTOR

ATTEST

By: _____

Title: _____

DATE

END OF SECTION

**SECTION 00670
NOTICE OF AWARD**

Dated: _____, 20__

TO: _____
(CONTRACTOR)

ADDRESS: _____

OWNER'S PROJECT NO.: _____

PROJECT: City of Key Colony Beach City Hall Project

OWNER'S CONTRACT NO.: _____

CONTRACT FOR: _____

You are notified that your Bid dated _____, 2023 for the above Contract has been considered. You are the selected successful Bidder and have been awarded the contract for

(Indicate total Work, alternates or sections of Work awarded)

The Contract Price of your contract is
_____ Dollars (\$_____.00).

Three copies of each of the proposed Contract Documents (except Drawings) accompany this Notice of Award. Three sets of the Drawings will be delivered separately or otherwise made available to you immediately.

You must comply with the following conditions precedent within fifteen days of the date of this Notice of Award, that is by _____, 20__.

1. You must deliver to the OWNER three fully executed counterparts of the Agreement including all the Contract Documents. This includes the triplicate sets of Drawings. Each of the Contract Documents must bear your signature on (the cover) (every) page.
2. You must deliver with the executed Agreement the Contract Security (Bonds) as specified in the Instructions to Bidders and General Conditions.

-
- This image shows a blank sheet of white paper with horizontal ruling lines. The lines are evenly spaced and extend across the width of the page. There are no margins, text, or other markings on the paper.

Within ten days after you comply with those conditions, OWNER will return to you one fully signed counterpart of the Agreement with the Contract Documents attached.

(TITLE)

City of Key Colony Beach – 202304 v1

**SECTION 00680
NOTICE TO PROCEED**

Dated: _____, 20__

TO: _____
(CONTRACTOR)

ADDRESS: _____

OWNER'S PROJECT NO.: _____

PROJECT: **City of Key Colony Beach City Hall Project**

OWNER'S CONTRACT NO.: _____

CONTRACT FOR: _____

You are notified that the Contract Time under the above Contract will commence to run on _____, 20__. By that date, you are to start performing your obligations under the Contract Documents. In accordance with the Contract, the dates of Substantial Completion and Final Completion are _____, 20__ and _____, 20__, respectively.

Before you may start any Work at the site, the General Conditions provides that you and CITY must each deliver to the other (with copies to ENGINEER) certificates of insurance which each is required to purchase and maintain in accordance with the Contract Documents.

Also, before you may start any Work at the site, you must
(add other requirements)

Copy to ENGINEER
(Use Certified Mail,
Return Receipt Requested)

(OWNER)

By _____
(AUTHORIZED SIGNATURE)

(TITLE)

SECTION 00700 GENERAL CONDITIONS

ARTICLE 1 – DEFINITIONS

Wherever used in these General Conditions or in the other Contract Documents the following terms shall have the meanings indicated which are applicable to both the singular and plural thereof:

- 1.1 Acceptance – The formal action by the CITY accepting the Work as being completed after review by the CITY’S REPRESENTATIVE and recommendation for final completion.
- 1.2 Addenda - Written or graphic instructions and / or instruments issued by the CITY prior to the opening of the Bids.
- 1.3 Application for Payment - The form attached hereto as Exhibit A, or such other form as may be provided by CITY from time to time, which is to be used by CONTRACTOR in requesting progress or final payments and which is to include such supporting documentation as is required by the Contract Documents.
- 1.4 ARCHITECT – The individual or firm designated by the CITY to be the CITY’S REPRESENTATIVE on architectural matters during the construction of the Project, if an Architect is required.
- 1.5 Bid - The offer or proposal of the Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.
- 1.6 Bid Form. Standard printed form provided by CITY for use by Bidder to submit Bid for evaluation by CITY.
- 1.7 Bidding Documents – The Invitation to Bid, Instructions to Bidders, Bid Form, Bid Security, sample contract for construction, proposed Contract Documents, as defined herein, including but not limited to all documentation accompanying Bid, post Bid documentation submitted prior to Notice of Award, Qualifications Statement, General Conditions, Technical Conditions, Supplemental Conditions, Plans and Specifications, and any Addenda issued.
- 1.8 Bonds - Bid, performance and payment bonds and other instruments of security, if applicable.
- 1.9 Change Order - A document recommended by the CITY’S REPRESENTATIVE, which is signed by CONTRACTOR and CITY and authorizes an addition, deletion or revision in the Work, or an adjustment in the Contract Price or the Contract Time, issued on or after the Effective Date of the Agreement, substantially in the form of **Exhibit “B”** hereto.

- 1.10 CITY –The Key Colony Beach City Commission or City Administrator, as applicable.
- 1.11 CITY’S REPRESENTATIVE – The individual designated by the CITY in writing to act as the CITY’S REPRESENTATIVE with respect to the CONTRACTOR’S performance of the Work. Such individual shall have authority to transmit instructions, receive information, and make decisions with respect to the performance of the Work.
- 1.12 Claim - A written demand or assertion by CITY or CONTRACTOR seeking an adjustment of Contract Price or Contract Time, or both, or other relief with respect to the terms of the Contract Documents. A demand for money or services by a third party is not a Claim.
- 1.13 Contract (also Construction Contract or Agreement) - The written instrument which is evidence of the agreement between CITY and CONTRACTOR covering the Work to be performed, including the Contract Documents and any exhibits that are attached to the Contract or made a part thereof; and any other Contract Documents which are incorporated in or referenced in the Contract and made a part thereof.
- 1.14 Contract Documents - The Contract Documents consist of the Drawings, Plans and Specifications, Bid Form, including all documentation accompanying Bid, post Bid documentation submitted prior to the Notice of Award, Qualifications Statement for Construction Contract, Addenda, and Notice of Award, Notice to Proceed, Certificates of Insurance, Payment and Performance Bonds, the General Conditions, Supplementary Conditions, Permits, any additional documents which are required to be submitted under the Contract, and all changes, amendments, modifications and supplements issued on or after the effective date of the Contract.
- 1.15 Contract Price - The total compensation payable by CITY to CONTRACTOR under the Contract Documents as stated in the Contract, for satisfactory completion of the Work.
- 1.16 Contract Time - The number of days or date stated in the Contract for the completion of the work.
- 1.17 CONTRACTOR - The person, firm or corporation with whom CITY has entered into the Contract for the performance of the Work as defined by the Contract Documents.
- 1.18 Day - A day shall constitute a calendar day of 24 hours measured from midnight to the next midnight.
- 1.19 Defective - An adjective which when modifying the Work refers to Work that is unsatisfactory, faulty or deficient, or does not conform to the Contract Documents, or does not meet the requirements of any inspection, reference standard, test or approval referred to in the Contract Documents, or has been damaged prior to the recommendation for final payment by the CITY’S REPRESENTATIVE.
- 1.20 Drawings - The drawings, diagrams, illustrations and other data which show the character, extent and scope of the Work to be performed and which have been prepared or approved by the ARCHITECT or ENGINEER with the concurrence of the CITY’S REPRESENTATIVE and are referred to in the Contract Documents.

- 1.21 Effective Date -The date indicated in the Contract on which it becomes effective, but if no such date is indicated, it means the date on which the Contract is signed and delivered by the last of the two parties to sign and deliver.
- 1.22 ENGINEER – The individual or firm designated by the CITY to be the CITY’S REPRESENTATIVE for engineering related matters during construction of the Project, if an ENGINEER is required.
- 1.23 Field Order - A written order issued by the CITY’S REPRESENTATIVE which orders minor changes in the Work, but which does not involve a change in the Contract Price or the Contract Time, substantially in the form of **Exhibit “C”** hereto.
- 1.24 Final Completion – The term Final Completion as used herein, shall mean that point at which, subsequent to Substantial Completion, all Work, or a phase of the Work if the Work has been directed in phases, required under the Contract Documents has been fully and properly completed, including, but not limited to, punch list items, issuance of certificates of final occupancy or use, issuance by all governmental or governing authorities having jurisdiction over the Work of all required final approval, permits, and licenses required, delivery of record drawings, electronic files, and manuals to the CITY.
- 1.25 Notice of Award - The written notice by CITY to the lowest responsive, responsible Bidder.
- 1.26 Notice to Proceed - A written notice given by CITY to CONTRACTOR fixing the date on which the Contract Time will commence to run and on which CONTRACTOR shall start to perform CONTRACTOR’S obligations under the Contract Documents.
- 1.27 Partial Utilization - Use by CITY of a substantially completed part of the Work for the purpose for which it is intended (or a related purpose) prior to Substantial Completion of all of the Work.
- 1.28 Project - The Work to be performed under the Contract Documents which may be the whole or a part as may be indicated elsewhere in the Contract Documents.
- 1.29 Punch List – A list of items of Work required by the Contract Documents, which after inspection by the Architect or Engineer, and the CITY’S REPRESENTATIVE, and the CONTRACTOR has been determined to be not completed, deficient or inconsistent with the Contract Documents.
- 1.30 Samples - Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work, and which establish the standards by which such portion of the Work will be judged.
- 1.31 Shop Drawings - All drawings, diagrams, illustrations, schedules and other data which are specifically prepared by or for CONTRACTOR to illustrate some portion of the Work and all illustrations, brochures, standard schedules, performance charts, instructions, diagrams and other information prepared by a Supplier and submitted to CITY by CONTRACTOR to illustrate material or equipment for some portion of the Work.

- 1.32 Site - Lands or areas upon which the Work is to be performed, including rights-of-way and easements for access thereto, and such other lands which are designated for the use of CONTRACTOR.
- 1.33 Specifications - Those portions of the Contract Documents consisting of written instructions and technical descriptions of materials, equipment, construction systems, standards and workmanship as applied to the Work and certain administrative details applicable thereto.
- 1.34 Subcontractor - An individual, firm or corporation who enters into a Contract with CONTRACTOR for the performance of any part of CONTRACTOR'S Work. The term "Subcontractor" is referred to throughout the Construction Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a separate contractor or subcontractors of a separate contractor.
- 1.35 Submittals - Documents prepared by the Contractor or those working on his behalf (subcontractors, material suppliers and others) to show how a particular aspect of the Work is to be fabricated and installed. The CONTRACTOR'S submittals include shop drawings, product data, samples, mock-ups, test results, warranties, maintenance agreements, project photographs, record documents, field measurement data, operating and maintenance manuals, reports, certifications and other types of information described in the specifications.
- 1.36 Substantial Completion - The term Substantial Completion as used herein, shall mean that point at which, as certified in writing by CITY'S REPRESENTATIVE, based on a recommendation by the ARCHITECT or ENGINEER, the Work, or a designated phase thereof if the work has been directed in phases, is at a level of completion in substantial compliance with the Contract Documents such that the CITY or its designee can have beneficial use or occupy the Project and can use or operate the Project in all respects for its intended purpose. In the event the Work includes more than one phase, the CITY at its discretion may set Substantial Completion dates for each phase and may impose provisions for liquidated damages for each phase, including Final Completion.
- 1.37 Superintendent or Resident Superintendent - The executive representative for the CONTRACTOR present on the Work site at all times during progress, authorized to receive and fulfill instructions, including field orders, from the CITY and the ARCHITECT or ENGINEER and who is capable of supervising the work efficiently and communicating effectively with CITY staff and the general public.
- 1.38 Supplementary Conditions - That part of the Contract Documents which amends or supplements these General Conditions.
- 1.39 Supplier - A manufacturer, fabricator, supplier, distributor, materialman or vendor having a direct contract with CONTRACTOR or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by CONTRACTOR or any Subcontractor.

- 1.40 Surety – The firm, corporation, or individual which is bound by the Performance and Payment Bonds with and for the CONTRACTOR, and which engages to be responsible for the CONTRACTOR’S acceptable performance of the Work and for his payment of all debts pertaining thereto in accordance with the bond documents and Section 255.05, Florida Statutes.
- 1.41 Total Base Bid - The sum of all the unit prices and lump sum times the quantities as provided in the Bid Form.
- 1.42 Underground Facilities - All pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, and/or other such facilities or attachments, and any encasements containing such facilities which have been installed underground to furnish any of the following utility services or materials, including but not limited to: electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, sewage, and drainage removal, traffic or other control systems or water and/or footers, piles, structures, and/or foundations.
- 1.43 Unit Price Bid - the amount stated in the Bid Form as a price per unit of measurement for materials or labor as described in the Bidding Documents.
- 1.44 Work (Also referred to as the “Project”) - The entire completed construction or the various separately identifiable parts thereof required to be furnished under the Contract Documents. Work is the result of performing services, furnishing labor and furnishing and incorporating materials and equipment into the construction, all as required by the Contract Documents.
- 1.45 Work Directive Change - A written directive to CONTRACTOR, substantially in the form of **Exhibit “D”** hereto, issued on or after the Effective Date of the Agreement and signed by CITY and recommended by the CITY’S REPRESENTATIVE ordering an addition, deletion or revision in the Work, or responding to differing or unforeseen physical conditions under which the Work is to be performed as provided in Section 00700.4.2 or 00700.4.3 or to any emergency circumstances under Section 0700.5.15. A Work Directive Change may not change the Contract Price or the Contract Time, but is evidence that the parties expect that the change directed or documented by a Work Directive Change will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Time.

ARTICLE 2 – PRELIMINARY MATTERS

- 2.1 Commencement of Contract Time; Notice to Proceed:
The Work shall commence subsequent to the execution of this Contract by all parties and upon a written Notice to Proceed from CITY. No Work shall be done at the site prior to the date on which the Contract Time commences to run. CITY shall furnish to CONTRACTOR one final executed original of the Contract Documents.
- 2.2 Pre-Construction Conference:
Within five (5) days after the Effective Date of the Agreement, but before CONTRACTOR starts the Work at the site, a conference attended by CONTRACTOR,

CITY, ARCHITECT or ENGINEER, the CITY'S REPRESENTATIVE and others as appropriate will be held to discuss the schedules for Work referred to in Section 00700.2.3, to discuss procedures for handling Shop Drawings and other submittals and for processing Applications for Payment, and to establish an understanding among the parties as to all aspects of the Work, its progress and the Contract Documents.

2.3 Acceptance of Schedules:

Within five (5) days from the pre-construction conference and before submission of the first Application for Payment, the CONTRACTOR shall submit finalized schedule for the Work. The finalized progress schedule will be reviewed by the CITY for acceptance as providing an orderly progression of the Work to completion within the Contract Time. The finalized schedule of Shop Drawing submissions shall be acceptable to the CITY'S REPRESENTATIVE as providing a workable arrangement for processing the submissions. The finalized schedule of values shall also be acceptable to the CITY'S REPRESENTATIVE as to form and substance.

2.3.1 CONTRACTOR'S schedule of Submittals will be acceptable to CITY as providing a workable arrangement for reviewing and processing the required Submittals. CITY'S acceptance shall not be deemed to confirm that the schedule is a reasonable plan for performing the Work.

2.3.2 Price for construction mobilization and demobilization shall be distributed such that the mobilization and demobilization charges are equal. The demobilization shall be paid in the Final Application for Payment.

2.3.3 If at any time during the progress of Work, the CONTRACTOR'S actual progress is inadequate to meet the requirements of the Contract Documents, the CITY'S REPRESENTATIVE shall notify CONTRACTOR in writing of the CONTRACTOR'S failure to meet the Schedule. The CONTRACTOR shall within five (5) days, provide CITY with a written explanation of the steps necessary to maintain the project Schedule so as to complete the Work on or before the required Substantial Completion Date.

ARTICLE 3 – CONTRACT DOCUMENTS; INTENT, AMENDING, REUSE

3.1 Entire Agreement:

The Contract Documents comprise the entire agreement between CITY and CONTRACTOR concerning the Work. The Contract Documents are complimentary; what is called for by one is as binding as if called for by all. The Contract Documents will be construed in accordance with the laws of the State of Florida.

3.2 Intent:

It is the intent of the Contract Documents to describe a functionally complete Project (or part thereof) to be constructed in accordance with the Contract Documents. Any Work, labor, materials or equipment that may reasonably be inferred from the Contract Documents as being required to produce the intended result will be supplied whether or not specifically called for. When words that have a well-known technical or trade meaning are used to describe Work, materials or equipment such words shall be

interpreted in accordance with that meaning. However, no provision of any referenced standard specification, manual or code (whether or not specifically incorporated by reference in the Contract Documents) shall be effective to change the duties and responsibilities of CITY, CONTRACTOR, or the CITY'S REPRESENTATIVE, or any of their consultants, agents or employees from those set forth in the Contract Documents. Reference to standard specifications, manuals or codes of any technical society, organization or association, or to the laws or regulations of any governmental authority, whether such reference be specific or by implication, shall mean the latest standard specification, manual, code or laws or regulations in effect at the time of opening of Bids, except as may be otherwise specifically stated.

3.3 Reporting and Resolving Discrepancies

3.3.1 Reporting Discrepancies - If, during the performance of the Work, CONTRACTOR, or any of his Subcontractors or Suppliers, discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents or between the Contract Documents and any provision of any law or regulation applicable to the performance of the Work or of any standard, specification, manual or code, or of any instruction of any Supplier, CONTRACTOR shall report it immediately to CITY'S REPRESENTATIVE in writing. CONTRACTOR shall not proceed with the Work affected thereby (except in an emergency as required by Section 00700.5.13.) until obtaining a written clarification from the CITY. After CONTRACTOR'S discovery of such a conflict, error or discrepancy, or after the date when CONTRACTOR should have reasonably known thereof, until the interpretation or clarification is obtained from the CITY, any Work done by CONTRACTOR which is directly or indirectly affected by same, will be at CONTRACTOR'S own risk and CONTRACTOR shall bear all costs and delay arising therefrom.

3.3.2 Resolving Discrepancies - Except as may be otherwise specifically stated in the Contract Documents or as may be provided by amendment or supplement thereto issued by one of the methods indicated in Section 00700.3.4, the provisions of the Contract Documents shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between the provisions of the Contract Documents and:

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

3.3.2.2 The provisions of any laws or regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such law or regulation).

3.3.3 In resolving such conflicts, errors or discrepancies, the Contract Documents shall be given preference in the order specified in the Contract.

3.3.4 In all cases where notes, specifications, sketches, diagrams, details or schedules in the Specifications or Drawings, or between the Specifications and Drawings, conflict, the higher cost requirements shall be furnished by CONTRACTOR unless otherwise directed by the CITY.

3.3.4.1 No provision of any such standard, specification, manual or code, or any instruction of a Supplier shall be effective to change the duties or responsibilities of CONTRACTOR, or any of their subcontractors, consultants, agents, or employees from those set forth in the Contract Documents, nor shall any such provision or instruction be effective to assign to CITY, or any of CITY'S Consultants, agents, or employees any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of the Contract Documents.

3.4 Amending Contract Documents:

3.4.1 The Contract Documents may be amended to provide for additions, deletions, and revisions in the Work or to modify the terms and conditions thereof in one or more of the following ways: via a written Field Order

3.4.2 via a written Work Directive Change

3.4.3 via a written Change Order

3.5 Continuing Duty:

The CONTRACTOR shall have a continuing duty to read, examine, review, compare and contrast each of the documents which make up this Contract and shall immediately give written notice to the CITY'S REPRESENTATIVE with copy to the ARCHITECT or ENGINEER of any conflict, ambiguity, error or omission which the CONTRACTOR may find with respect to these documents before proceeding with the affected Work

3.6 Supplements, Minor Variations or Deviations:

The requirements of the Contract Documents may be supplemented and minor variations and deviations in the Work may be authorized, by one or more of the following ways:

3.6.1 Approval of a Shop Drawing, sample or submittal, by CITY'S REPRESENTATIVE, based on a recommendation by the ARCHITECT or ENGINEER;

3.6.2 Written interpretation or clarification by CITY'S REPRESENTATIVE, which does not adjust the Contract Price or Contract Times; or

3.6.3 A Field Order.

3.7 Ownership and Reuse of Documents:

Ownership of all documents, including but not limited to drawings, as-builts, plans and specifications and related computerized documents utilized or prepared by the

CONTRACTOR in the performance of the Work shall remain with the CITY. The CONTRACTOR, any Subcontractors or Supplier or other person or organization performing or furnishing any of the Work under a Contract with the CITY shall not reuse any documents without the prior written consent of the CITY.

ARTICLE 4 – AVAILABILITY OF LANDS, PHYSICAL CONDITIONS, REFERENCE POINTS

4.1 Availability of Lands:

CITY shall furnish, as indicated in the Contract Documents, the lands upon which the Work is to be performed, rights-of-way and easements for access thereto, and such other lands which are designated for the use by CONTRACTOR. CONTRACTOR shall provide at CONTRACTOR'S own expense and without liability to CITY any and all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment. CONTRACTOR shall furnish to CITY copies of written permission that is obtained from the owners of such additional lands and access for such facilities in a form agreement. CONTRACTOR shall also furnish to CITY copies of all permits from required governmental authorities for temporary construction facilities or storage of materials and equipment.

4.2 Physical Conditions: Physical conditions information includes:

4.2.1 Reports and Drawings:

4.2.1.1 Reports of explorations and tests of subsurface conditions at or contiguous to the Site; and

4.2.1.2 Drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site.

4.2.2 Differing Subsurface or Physical Conditions.

4.2.2.1 CONTRACTOR may make a claim pursuant to Section 00700.4.2.2.1.2, Section 10, and Section 11 if CONTRACTOR believes that any subsurface or physical condition at or contiguous to the Site that is uncovered or revealed:

4.2.2.1.1 Is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Project and is of an unforeseen nature that such conditions could not have been discovered by CONTRACTOR'S pre bid inspection, or if the conditions encountered differ from what is expressly stated in the Contract documents will be encountered.

4.2.2.1.2 CONTRACTOR shall, within 24-hours after becoming aware thereof and before further disturbing the subsurface

or physical conditions or performing any Work in connection therewith (except in an emergency as required by Section 00700.5.15), notify CITY in writing about such condition. CONTRACTOR'S timely submission of written notice to CITY shall be a strict condition precedent to CONTRACTOR'S entitlement to make a claim. CONTRACTOR shall not further disturb such condition or perform any Work in connection therewith (except as aforesaid) until receipt of a written order to do so from the CITY'S REPRESENTATIVE.

4.2.3 Underground Facilities:

If digging in public right-of-way or on private property, applicant shall notify Sunshine 811, to find out where buried facilities (electric, gas, telephone, cable, water) are located as required by Chapter 556, F.S. The cost of the following will be included in the Contract Price and CONTRACTOR shall have full responsibility for:

4.2.3.1 Locating all underground facilities; prior to commencement of the Work;

4.2.3.2 Coordination of the Work with the owners of such underground facilities, including CITY, before, during and after construction; and

4.2.3.3 The safety and protection of all such underground facilities and repairing any damage thereto resulting from the Work.

4.2.4 Hazardous Environmental Condition at Site:

CONTRACTOR shall be responsible for any hazardous environmental conditions created by the CONTRACTOR, Subcontractors, Suppliers, or anyone else for whom CONTRACTOR is responsible. If CONTRACTOR encounters a hazardous environmental condition or if CONTRACTOR or anyone for whom CONTRACTOR is responsible creates a hazardous environmental condition, CONTRACTOR shall immediately: (i) secure or otherwise isolate such condition; (ii) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Section 00700.5.15); and (iii) notify CITY and immediately thereafter confirm such notice in writing.

ARTICLE 5 – CONTRACTOR'S RESPONSIBILITIES AND WARRANTIES

5.1 Contractor Performance:

The Contractor shall perform all of the Work required by the Contract Documents and shall provide materials, supplies, tools, equipment, labor and services directly related to the Work, and shall perform the Work in a good and workmanlike manner with sufficient manpower to perform the Work in accordance with the time requirements set forth in the Contract Documents, and shall perform all other acts and supply all other things necessary to complete the Work in strict accordance with the Contract Documents.

5.2 Contractor Representations and Warranties:

The Contractor represents and warrants to the CITY that:

5.2.1 It is financially solvent and has sufficient working capital to perform the obligations under this Construction Contract;

5.2.2 It is experienced and skilled in the construction of the type of Project described in the Contract Documents;

5.2.3 It is able to provide the labor, materials, equipment and machinery necessary to complete the Work for the agreed upon price;

5.2.4 It is a fully licensed under all applicable laws and authorized to do business in the State of Florida in the name of the entity identified as the “Contractor” in the Construction Contract;

5.2.5 It has visited the jobsite and examined its nature and location, including without limitation: the surface conditions of the site and any structure or obstruction both natural or man-made; the surface water conditions and water ways of the site and surrounding area; the subsurface conditions of the land as disclosed by soil test borings or other method of inspection it selects; and the location of all utility lines including but not limited to electrical and water, sanitary, wastewater and storm drain lines.

5.2.6 It will comply with all federal, state and local governmental laws, rules and regulations relating to its responsibilities as set forth in the Contract Documents.

5.2.7 When Notice of Final Completion is submitted by CONTRACTOR to CITY, the completed Work shall conform to all of the requirements of the Contract Documents including resolution of Punch List items and be completely ready for use or occupancy.

5.3 Supervision and Superintendence:

CONTRACTOR shall supervise and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. CONTRACTOR shall be solely responsible for the means, methods, techniques, sequences and procedures of construction. CONTRACTOR shall be responsible to see that the finished Work complies accurately with the Contract Documents.

5.4 Resident Superintendent:

Before the commencement of Work, the CONTRACTOR shall designate a competent, authorized representative (herein Resident Superintendent or Superintendent), acceptable to the CITY in its sole discretion, to represent and act for the CONTRACTOR. CONTRACTOR shall:

5.4.1 Inform CITY in writing, of the name, address and contact information of such representative together with a clear definition of the scope of his authority to

represent and act for CONTRACTOR and shall specify any and all limitation on such authority.

5.4.2 Provide notice to the CITY in writing of any subsequent changes in the foregoing.

5.4.3 The Superintendent shall be present or be duly represented at the site of the Work at all times when the Work is actually in progress and shall be able to communicate effectively with CITY staff and the general public.

5.4.4 During periods when portions of the Work are suspended, arrangements for an authorized representative acceptable to the CITY shall be made for any emergency. An authorized representative of the Contractor shall be available in case of emergency within 4 hours of notification of such request by the city.

5.4.5 All notices, determinations, instructions and other communications given to the CONTRACTOR'S Superintendent shall be binding upon the CONTRACTOR.

5.5 Labor and Materials:

Unless otherwise provided in the Contract Documents, the CONTRACTOR shall provide and pay for all labor, materials, equipment, tools, construction equipment and machinery, 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 or specifically detailed in the contract documents.

5.5.1 The CONTRACTOR shall enforce strict discipline and good order among the CONTRACTOR'S employees, subcontractors, and other persons carrying out the Contract. The CONTRACTOR shall not permit employment of unfit persons, subcontractors or persons not skilled in tasks assigned to them.

5.5.2 Except in connection with the safety or protection of persons or the Work or property at the site or adjacent thereto, and except as otherwise indicated in the Contract Documents, all Work at the site shall be performed during regular Working hours, and CONTRACTOR will not permit overtime Work or the performance of Work on Saturday, Sunday or any legal holiday without CITY'S prior written consent. Regular Working Hours are considered Monday through Friday between 7:00 a.m. and 7:00 p.m. Longer hours and weekend hours can be requested and may be granted on a case-by-case basis.

5.5.3 All materials and equipment shall be of good quality and new, except as otherwise provided in the Contract Documents. If required by the CITY'S REPRESENTATIVE, CONTRACTOR shall furnish satisfactory evidence (including reports of required tests) as to the kind and quality of materials and equipment. All materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable Supplier except as otherwise provided in the Contract Documents; but no provision of any such instructions will be effective to assign to the CITY'S REPRESENTATIVE, or any of CITY'S consultants, agents or employees, any

duty or authority to supervise or direct the furnishing or performance of the Work or any duty or authority to undertake responsibility contrary to those provided in the Contract Documents.

5.5.4 All warranties and guarantees specifically called for by the Specifications shall expressly run to the benefit of CITY.

5.5.5 Manufacturers' or Suppliers' warranties for all materials products and equipment to be furnished by CONTRACTOR and to be incorporated into the completed Work shall be furnished to the CITY through CONTRACTOR. CONTRACTOR shall obtain from Suppliers of all materials, products and equipment, complete information as to any special condition or restriction to be applied in the use of these items. Should the manner or method of installation, specified performance or test results as set forth in the Specifications be contrary to the manufacturer's recommendations for use of the product, CONTRACTOR shall notify the CITY in writing of such conflict as soon as reasonably possible, but no later than the time of Shop Drawing submittal including those products. Failure to provide such written notice before proceeding with the Work affected thereby shall be certification by CONTRACTOR that the specification requirements will be met by the materials, products and equipment, and that the cost and time required to perform the Work affected thereby have been included in the Contract Price and in the schedule for the performance of the Work within the Contract Time.

5.6 Substitutes or "Or Equal" Items:

5.6.1 Whenever materials or equipment are specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the naming of the item is intended to establish the type, function and quality required. Unless the name is followed by words indicating that no substitution is permitted, materials or equipment of other Suppliers may be accepted by the CITY'S REPRESENTATIVE, with the recommendation of the ARCHITECT or ENGINEER if sufficient information is submitted by CONTRACTOR to allow a determination that the material or equipment proposed is equivalent or equal to that named. Requests for review of substitute items of material and equipment will not be accepted by the CITY'S REPRESENTATIVE from anyone other than CONTRACTOR. If CONTRACTOR wishes to furnish or use a substitute item of material or equipment, CONTRACTOR shall make written application to the CITY'S REPRESENTATIVE for acceptance thereof, certifying that the proposed substitute will perform adequately the functions and achieve the results called for by the general design, be similar and of equal substance to that specified and be suited to the same use as that specified. The application must state that the evaluation and acceptance of the proposed substitute will not prejudice CONTRACTOR'S achievement of Substantial Completion on time, whether or not acceptance of the substitute for use in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct Contract with CITY for the Work) to adapt the design to the proposed substitute and whether or not incorporation or use of the

substitute in connection with the Work is subject to payment of any license fee or royalty. All variations of the proposed substitute from that specified will be identified in the application and available maintenance, repair and replacement service will be indicated. The CITY may require the application to contain an itemized estimate of all costs that will result directly or indirectly from acceptance of such substitute, including costs of redesign affected by the resulting change, all of which shall be considered by the CITY'S REPRESENTATIVE based on the recommendation of the ARCHITECT or ENGINEER in evaluating the proposed substitute. The CITY'S REPRESENTATIVE may require CONTRACTOR to furnish, at CONTRACTOR'S expense, additional data about the proposed substitute.

5.6.2 If a specific means, method, technique, sequence or procedure of construction is indicated in or required by the Contract Documents, CONTRACTOR may furnish or utilize a substitute means, method, sequence, technique or procedure of construction acceptable to the CITY'S REPRESENTATIVE based on the recommendation of the ARCHITECT or ENGINEER, if CONTRACTOR submits sufficient information to allow the CITY'S REPRESENTATIVE to determine that the substitute proposed is equivalent to that indicated or required by the Contract Documents. The procedure for review by the CITY'S REPRESENTATIVE will be similar to that provided in Section 00700.5.6.1 as applied by the CITY'S REPRESENTATIVE and as may be supplemented in the Contract Documents.

5.6.3 The CITY'S REPRESENTATIVE, ARCHITECT or ENGINEER will be allowed a reasonable time within which to evaluate each proposed substitute. The CITY will be the sole judge of acceptability, and no substitute will be ordered, installed or utilized without the prior written acceptance and approval by the CITY, which will be evidenced by either a Change Order or an approved Shop Drawing. The CITY may require CONTRACTOR to furnish at CONTRACTOR'S expense a special performance guarantee or other surety with respect to any substitute.

5.7 Concerning Subcontractors, Suppliers and Others:

5.7.1 CONTRACTOR shall be fully responsible to CITY for all acts and omissions of the Subcontractors, Suppliers and other persons directly or indirectly employed by his Subcontractors, suppliers and of persons for whose acts any of them may be liable and any other persons and organizations performing or furnishing of the Work under a direct or indirect Contract with CONTRACTOR to the same extent that CONTRACTOR is responsible for the acts and omissions of persons directly employed by him. Nothing in the Contract Documents shall create any contractual relationship between CITY, CITY'S REPRESENTATIVE or the ARCHITECT or ENGINEER and any such subcontractor, supplier or other person or organization, nor shall it create any obligation on the part of CITY, CITY'S REPRESENTATIVE or the ARCHITECT or ENGINEER to pay or to see to the payment of any moneys due any such subcontractor, supplier or other

person or organization except as may otherwise be required by laws and regulations governing the Work.

5.7.2 CONTRACTOR shall not employ any Subcontractor, Supplier, or other individual or entity (including those not acceptable to CITY), whether initially or as a replacement, against whom CITY may have objection. CONTRACTOR shall submit names, addresses and contact information of any and all Subcontractors to CITY in writing prior to commencement of Work and during Work progress if Subcontractors change or are added.

5.7.3 CONTRACTOR shall be solely responsible for scheduling and coordinating Subcontractors, Engineers, Suppliers and other individuals and entities performing or furnishing any of the Work under a direct or indirect contract with CONTRACTOR. CONTRACTOR shall require all Subcontractors, Engineers, Suppliers and such other individuals and entities performing or furnishing any of the Work to communicate with the CITY through CONTRACTOR. **CONTRACTOR shall require all subcontractors to register with the CITY's Building Department prior to commencement of Work.**

5.7.4 The CITY requires the identity of Subcontractors, Suppliers, and other individuals or entities to be submitted to the CITY in advance of the Work for acceptance by CITY. The CONTRACTOR shall not remove or replace any Subcontractors or Suppliers listed in its Bid subsequent to execution of the Contract without the prior written approval of the CITY. CITY'S acceptance of any such Subcontractor, Supplier, or other individual or entity so identified may be revoked on the basis of reasonable objection after due investigation. CONTRACTOR shall submit an acceptable replacement for the rejected Subcontractor, Supplier, or other individual or entity. No acceptance by CITY of any such Subcontractor, Supplier, or other individual or entity, whether initially or as a replacement, shall constitute a waiver of any right of CITY to reject defective Work.

5.7.5 All Work performed for CONTRACTOR by a Subcontractor or supplier furnishing equipment or materials will be pursuant to an appropriate agreement between CONTRACTOR and the Subcontractor or supplier, which specifically binds the Subcontractor to the applicable terms and conditions of the Contract Documents for the benefit of CITY. Furthermore, CONTRACTOR shall assign to CITY all of its rights, interests, benefits and privileges under any agreement with a Subcontractor pursuant to an Assignment substantially in the form attached hereto as **Exhibit "E"**. No such action by CONTRACTOR or Subcontractor shall create a contractual relationship between the CITY and any Subcontractor.

5.8 Patent Fees, Licenses and Royalties:

CONTRACTOR shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product or device which is the subject of patent rights or copyrights held by others.

5.9 Permits, Fees and Licenses:

CONTRACTOR shall be responsible for obtaining and paying for all permits and licenses required by any Federal, State or other agencies to perform the Work (other than those obtained by the CITY). CONTRACTOR shall post at the site of the Work required permits and maintain on site other permit documents as appropriate.

5.10 Laws and Regulations:

5.10.1 CONTRACTOR shall give all notices and comply with all laws and regulations applicable to furnishing and performance of the Work. Neither CITY, CITY'S REPRESENTATIVE nor the ARCHITECT or ENGINEER shall be responsible for monitoring CONTRACTOR'S compliance with any laws and regulations.

5.10.2 If CONTRACTOR observes that the Specifications or Drawings are at variance with any laws or regulations, CONTRACTOR shall give CITY'S REPRESENTATIVE with copy to the ARCHITECT or ENGINEER prompt written notice thereof, and any necessary changes will be authorized as appropriate by CITY'S REPRESENTATIVE. If CONTRACTOR performs any Work knowing or having reason to know that it is contrary to such laws or regulations, and without such notice to CITY, CONTRACTOR shall bear all costs arising therefrom.

5.11 Taxes:

CONTRACTOR shall pay all sales, consumer, use and other similar taxes required to be paid by CONTRACTOR in accordance with all applicable Federal, State and local laws and regulations during the performance of the Work.

5.12 Use of Site and Premises:

5.12.1 CONTRACTOR shall confine construction equipment, the storage of materials and equipment and the operations of workers to the Project site and areas identified in and permitted by the Contract Documents and other land and areas permitted by laws and regulations, rights-of-way, permits and easements and shall not unreasonably encumber the premises with construction equipment or other materials or equipment. CONTRACTOR shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof or of any land or areas contiguous thereto whether owned by CITY or by a third party, resulting from the performance of the Work. Should any claim be made against the CITY or the ARCHITECT or ENGINEER by any such owner or occupant because of the performance of the Work, CONTRACTOR shall promptly attempt to settle with such other party by agreement or otherwise resolve the claim. Notwithstanding this provision, the general indemnification provided elsewhere in this Contract specifically applies to claims arising out of CONTRACTOR'S use of the premises and publicly or privately owned and or areas contiguous thereto.

5.12.2 During the progress of the Work, CONTRACTOR shall keep the premises free from accumulations of waste materials, rubbish and other debris resulting from the Work. At the completion of the Work, CONTRACTOR shall remove all waste materials, rubbish and debris from and about the premises as well as all

tools, appliances, construction equipment and machinery, and surplus materials, and shall leave the site clean and ready for occupancy by CITY. CONTRACTOR shall restore to original condition all public and private property not designated for alteration by the Contract Documents.

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

5.13 Record Documents:

- 5.13.1 CONTRACTOR shall maintain in a safe place at the site one record copy of all Drawings, Specifications, Addenda, Written Amendments, Change Orders, Work Directive Changes, Field Orders and written interpretations and clarifications in good order and annotated to show all changes made during construction. These record documents together with all approved samples and a counterpart of all approved Shop Drawings will be available to CITY, the CITY'S REPRESENTATIVE and the ARCHITECT or ENGINEER for reference. Upon completion of the Work, these record documents, samples and Shop Drawings will be delivered to the.

- 5.13.2 The record drawings shall be marked up as the Work progresses to reflect current conditions and shall become the "as-built" plans. The revisions are to be indicated in a neat, well-organized manner and are to include the elevation and plan location of any utilities, structures, etc., encountered and/or installed. A "record" survey book will be kept and shall include the following items:

5.13.2.1 The location and elevation of all existing utilities, structures, etc. encountered.

5.13.2.2 The finished product location and elevation of all utilities and structures installed, including, but not limited to, fire hydrants, catch basin and manhole lids, inverts, pipes, and any and all underground structures.

5.13.2.3 All record notes shall be kept in book(s) designated "record" and no other survey notes will be kept in such books. CONTRACTOR will be required to review with the CITY the status of the "as-built" plans and the "record" survey notes in connection with CITY'S evaluation of an application for payment. Failure to maintain current record documents shall be just cause for the CITY to withhold payments for Work performed.

5.13.2.4 Upon completion of the Work, CONTRACTOR shall deliver to the CITY a set of updated Contract plans. CONTRACTOR will transfer all its "as-built" information to these updated and deliver the resulting "as-built" set of plans, together with the record

survey book to the CITY. Each completed set of “as-built” drawings must include on its face, a certified statement by the CONTRACTOR that the set of “as-built” drawings accurately depicts the actual work as constructed. The Contractor shall also deliver the “as-built” plans to the CITY electronically in CAD format. CITY’S REPRESENTATIVE for the CITY. THE CITY WILL NOT ACCEPT AS-BUILTS THAT ARE NOT ACCURATE AND REPRESENT THE TRUE NATURE, LOCATION, AND DETAIL OF THE WORK CONSTRUCTED

5.14 Safety and Protection:

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

5.14.1.1 All persons on the Site or who may be affected by the Construction;

5.14.1.2 All the Construction Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and

5.14.1.3 Other public and private property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements roadways, structures, utilities, and underground facilities not designated for removal, relocation or replacement in the course of construction.

5.14.2 CONTRACTOR shall comply with all applicable laws and regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall develop and maintain all necessary safeguards for such safety and protection. CONTRACTOR shall notify owners of adjacent public and private property and of underground facilities and other utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property. All damage, injury, or loss to any property referred to in Sections 00700.5.14.1.2 or 00700.5.14.1.3 caused, directly or indirectly, in whole or in part, by CONTRACTOR, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be immediately remedied by CONTRACTOR. CONTRACTOR’S duties and responsibilities for safety and for protection of the Work shall continue until such time as all the Work is completed and the CITY has made final payment to CONTRACTOR.

5.14.3 CONTRACTOR shall furnish watchmen, flagmen, warning signs, cones, barricades, flashing lights and other necessary safeguards in sufficient numbers and at appropriate locations as necessary to protect and divert vehicular and pedestrian traffic from working areas closed to traffic, or to protect any new Work. Per FDOT Standard Index 600 series, CONTRACTOR and all Subcontractors shall take all necessary precautions to guard against and eliminate

all possible fire hazards and prevent injury to persons or fire damage to any construction, building materials, equipment, temporary field offices, storage sheds, and all other property, both public and private. Open flames including the use of flambeaux are strictly prohibited. No additional payment will be made for signs, barricades, lights, flags, watchmen, flagmen, required fire extinguishing apparatus and personnel, and other protective devices. CONTRACTOR shall not use explosives on the site, nor allow explosives of any type or nature to be brought upon the site of the construction, without the express written approval of City Administrator. When the use of explosives is authorized by the City Administrator, CONTRACTOR shall exercise the utmost care in handling and usage of such explosives for the protection of life and property. All explosives shall be stored in a safe manner and storage places shall be clearly marked - "DANGEROUS - EXPLOSIVES" and placed in the care of competent watchmen. When such use of explosives becomes necessary, CONTRACTOR shall furnish to CITY, proof of insurance coverage, adequately providing public liability and property damage insurance as a rider attached to CONTRACTOR'S policies unless otherwise included.

5.14.4 For any work in any right-of-way, CONTRACTOR shall have a Maintenance of Traffic (MOT) plan previously approved by the CITY. The CONTRACTOR shall provide the CITY a Certification for Advanced MOT training and a 24-hour telephone number where the CITY may contact the Advanced MOT Specialist if problems are encountered. The Advanced MOT Specialist shall be available to meet on the job site with 45 minutes notice.

5.14.5 CONTRACTOR shall designate a responsible representative at the site whose duty shall be the prevention of accidents. This person shall be CONTRACTOR'S superintendent unless otherwise designated in writing by CONTRACTOR to CITY.

5.15 Emergencies:

5.15.1 In emergencies affecting the safety or protection of persons or the Work or property at the site or adjacent thereto, CONTRACTOR is obligated to act in a timely manner to prevent threatened damage, injury or loss. CONTRACTOR shall give CITY prompt written notice if CONTRACTOR believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby or are required as a result thereof. CONTRACTOR shall be responsible for providing first aid and medical care in accordance with applicable laws and regulations.

5.15.2 The CONTRACTOR shall prepare and submit to the CITY a detail Hurricane Preparation Plan to be implemented when a storm warning is issued. Any and all cost associated with implementation of the plan is the responsibility of the CONTRACTOR. The CONTRACTOR is solely responsible for any damage to material, work, or equipment not accepted by the CITY.

5.15.3 The CONTRACTOR shall be required to secure or remove from the Site, prior to a storm event, any materials or equipment which could cause bodily injury, damage to the Work, the CITY'S installations or public or private property. Site excavations shall be required to be secured or backfilled. No CONTRACTOR equipment may be parked within 100 feet of any CITY facilities. In the event of the issuance of a storm warning, the CITY will attempt to notify the CONTRACTOR, however, the CONTRACTOR is responsible for preparing for a storm event. The CONTRACTOR shall take the necessary precautions to protect the walking and motoring public from harm due to construction activity.

5.15.4 The CITY'S REPRESENTATIVE may, but is not required to, order the Work be stopped if a condition of imminent danger exists. Nothing shall be constructed to shift responsibility or risk of loss for injuries or damages, cost of stoppage or delay of work, from the CONTRACTOR to the CITY. The CONTRACTOR shall remain solely and exclusively responsible for compliance with all safety requirements and the safety of all persons and property at worksite and work.

5.16 Shop Drawings and Samples:

5.16.1 After checking and verifying all field measurements and after complying with applicable procedures specified in the General Conditions herein, CONTRACTOR shall submit Shop Drawings to the CITY'S REPRESENTATIVE for review and approval, based on the recommendation of the ARCHITECT or ENGINEER. Shop Drawings shall be submitted in accordance with the accepted schedule of Shop Drawing submissions or for other appropriate action if so indicated. Five (5) copies of all Shop Drawings, which will bear a stamp or specific written indication that CONTRACTOR has satisfied CONTRACTOR'S responsibilities under the Contract Documents with respect to the review of the submission shall be submitted to the CITY'S REPRESENTATIVE, with a copy to the ARCHITECT or ENGINEER. The data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials and similar data to enable the CITY'S REPRESENTATIVE, ARCHITECT or ENGINEER, to review the information as required.

5.16.2 CONTRACTOR shall also submit to the CITY'S REPRESENTATIVE for review and approval, with the recommendation of the ARCHITECT or ENGINEER, with such promptness as to cause no delay in Work, all samples required by the Contract Documents. All samples will have been checked by and accompanied by a specific written indication that CONTRACTOR has satisfied CONTRACTOR'S responsibilities under the Contract Documents with respect to the review of the submission and will be identified clearly as to material, Supplier, pertinent data such as catalog numbers and the use for which intended.

5.16.3 Before submission of each Shop Drawing or sample, CONTRACTOR shall have determined and verified all quantities, dimensions, specified performance criteria, installation requirements, materials, catalog numbers and similar data with respect

thereto and reviewed or coordinated each Shop Drawing or sample with other Shop Drawings and samples and with the requirements of the Work and the Contract Documents.

- 5.16.4 At the time of each submission, CONTRACTOR shall give the CITY'S REPRESENTATIVE, with copy to the ARCHITECT or ENGINEER, specific written notice of each variation that the Shop Drawings or samples may have from the requirements of the Contract Documents, and, in addition, shall cause a specific notation to be made on each Shop Drawing submitted to the CITY'S REPRESENTATIVE for review and approval, with the recommendation of the ARCHITECT or ENGINEER, of each such variation. Failure to point out such departures shall not relieve CONTRACTOR from his responsibility to comply with the Contract Documents.

5.17 Temporary Utilities:

- 5.17.1 Water for the Work: The CONTRACTOR shall provide temporary water lines sufficient to supply all water needed for the construction and other services required by the Contract Documents and shall pay for all service connections and water used by the Contractor or Subcontractors unless the contrary is provided for elsewhere in the Contract Documents. Copies of the receipts for payment shall be given to the CITY prior to final payment.

- 5.17.2 Electric for the Work: The CONTRACTOR shall provide temporary electrical energy and power lines sufficient to supply all electricity needed for the construction and other services required by the Contract Documents and shall pay for all service connections and electricity used by the CONTRACTOR or Subcontractors unless the contrary is provided for elsewhere in the Contract Documents. Copies of the receipts for payment shall be given to the CITY prior to final payment.

5.17.3 Temporary Sanitary Facilities:

- 5.17.3.1 The CONTRACTOR shall provide and maintain temporary sanitary facilities at a location approved by the CITY in a neat and sanitary condition and such accommodations and facilities shall be for the use of its employees and subcontractors as may be necessary to comply with the regulations of any governmental agencies, departments, etc. which address or govern these issues, including the CITY building department.

- 5.17.3.2 No nuisance will be permitted.

- 5.17.3.3 Upon completion of Work, such sanitary facilities shall be removed and the premises left in a sanitary condition.

- 5.18 Continuing the Work:** CONTRACTOR shall carry on the Work and adhere to the progress Schedule during all disputes or disagreements with CITY. No Work shall be

delayed or postponed pending resolution of any disputes or disagreements, unless CONTRACTOR and CITY may otherwise agree in writing. Suspension of the Work by CONTRACTOR during any dispute or disagreement with CITY shall entitle CITY to terminate the CONTRACT for cause.

5.19 Indemnification:

5.19.1 General Indemnification:

CONTRACTOR shall indemnify and hold harmless the CITY, its officers, and employees, from or on account of all claims, damages, losses, liabilities and expenses, direct, indirect or consequential, including, but not limited to, fees and charges of engineers, architects, attorney's, consultants and other professionals and trial and appellate court and arbitration costs arising out of or resulting from the performance of the Work, excluding claims arising from the sole negligence of CITY. Such indemnification shall specifically include but not be limited to claims, damages, losses and expenses arising out of or resulting from (a) any and all bodily injuries, sickness, death, disease; (b) injury to or destruction of real property or tangible personal property, be it publicly or privately owned, including the loss of use resulting therefrom; (c) other such damages, liabilities or losses received or sustained by any person or persons during or on account of any operations connected with the construction of this Project including the warranty period; (d) the use of any improper materials; (e) any construction defect including patent defects; (f) any act or omission of CONTRACTOR or his Subcontractors, agents, servants or employees; (g) the violation of any federal, state, county or CITY laws, ordinances or regulations by CONTRACTOR, his Subcontractors, agents, servants or employees; (h) the breach or alleged breach by CONTRACTOR of any term of the Contract, including the breach or alleged breach of any warranty or guarantee.

5.19.2 Patent and Copyright Indemnification:

CONTRACTOR agrees to indemnify and hold harmless CITY, its officers, and employees, from all such claims and fees, and from any and all actions of every claim and description that may be brought against CITY, its officers and employees, on account of any claims, fines, fees, royalties, or costs for any invention or patent, and from any and all suits and actions that may be brought against CITY, its officers and employees for the infringement of any and all copyrights or patent rights claimed by any person, firm, or corporation.

5.19.3 CONTRACTOR shall pay all claims, losses, liens, settlements or judgments of any nature whatsoever, excluding only those in which the damages arose out of the sole negligence of CITY, in connection with the foregoing indemnifications, including, but not limited to, reasonable attorney's fees and costs to defend all claims or suits in the name of CITY when applicable.

5.19.4 In the event that any claims are brought, or actions are filed against the CITY that are encompassed by the Contractor's duty to indemnify as stated in this Agreement, the CONTRACTOR agrees to defend against any such claims and

actions regardless of whether such claims or actions are rightfully or wrongfully brought or filed. CITY reserves the right to select its own legal counsel to conduct any defense in any such proceedings and all costs and fees associated therewith including any costs or fees of an appeal shall be the responsibility of CONTRACTOR.

5.19.4.1 Contractor shall indemnify and hold harmless the City for liability for damages to persons or property caused in whole or in part by any act, omission, or default of the City, its officers, directors, agents, or employees arising from the contract or its performance. Such indemnification shall not include claims of, or damages resulting from, gross negligence, or willful, wanton or intentional misconduct of the City or its officers, directors, agents or employees, or for statutory violation or punitive damages except and to the extent the statutory violation or punitive damages are caused by or result from the acts or omissions of the Contractor or any of the Contractors, subcontractors, sub-subcontractors, materialmen, or agents of any tier or their respective employees. The extent of the indemnification shall be limited to \$5,000,000 which the parties agree bears a reasonable commercial relationship to the contract. The monetary limitation on the extent of the indemnification provided to the City shall not be less than \$1 million per occurrence.

5.19.5 Such CONTRACTOR'S indemnification shall not be limited to the amount of comprehensive general liability insurance which CONTRACTOR is required to obtain under the Contract. Nothing contained herein is intended nor shall it be construed to waive CITY'S rights and immunities under the common law or Section 768.28 Florida Statutes, as amended from time to time. This obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party described in this Section and its subparts.

5.19.6 Any terms or conditions of the indemnification that may take place after expiration or termination of the Contract shall survive termination or expiration of the Contract.

5.20 Responsibility for Security of Work Site

5.20.1 CONTRACTOR shall at all times conduct, at its sole expense, all operations under the Contract in a manner to avoid the risk of loss, theft or damage by vandalism, sabotage or other means to any real property or tangible personnel property be it publicly or privately owned.

5.20.2 CONTRACTOR shall promptly take such reasonable precautions as are necessary and adequate against any conditions which involve risk of a loss, theft or damage to its property.

5.20.3 CONTRACTOR shall continuously inspect all of its Work, materials, equipment and facilities to discover and determine any such conditions as described in

Sections 00700.5.20.1 and 00700.5.20.2 and shall be solely responsible for discovery, determination and correction of any such condition.

5.20.4 CONTRACTOR shall cooperate with the CITY'S REPRESENTATIVE on all security matters as set forth elsewhere in the Contract Documents and shall promptly comply with any project security requirements established by CITY.

5.20.5 Security requirements may be more stringent in the event portions of the facilities or project are occupied or otherwise being used.

5.20.6 Compliance with CITY security requirements shall not relieve CONTRACTOR of its responsibility for maintaining property security for the above noted items, nor shall it be construed as limiting in any manner CONTRACTOR's obligation to undertake reasonable action as required to establish and maintain secure conditions at the Site.

5.20.7 CONTRACTOR shall prepare and maintain accurate reports of incidents of loss, theft or vandalism and shall provide these reports to the CITY'S REPRESENTATIVE in a timely manner.

5.20.8 The CONTRACTOR is solely responsible for any loss or damage to work, material, or equipment in the case of theft or vandalism.

ARTICLE 6 – OTHER WORK

6.1 Related Work at Site:

CITY may perform other Work related to the Project at the Site by CITY'S own forces, have other Work performed by utility owners or directly Contract for such other work. Written notice thereof will be given to CONTRACTOR prior to starting any such other Work not previously noticed to CONTRACTOR.

ARTICLE 7 – CITY'S RESPONSIBILITIES - GENERALLY

7.1 CITY shall furnish the data readily available and, in its possession, required of CITY under the Contract Documents.

7.2 CITY will provide lands and easements for the Work as required. CITY will make available to CONTRACTOR copies of reports of explorations and tests of subsurface conditions at the site that are known and readily available to CITY at the time of executing the Contract.

7.3 Limitations on CITY'S Responsibilities:

The CITY shall not supervise, direct, or have control or authority over, nor be responsible for, CONTRACTOR'S means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of CONTRACTOR to comply with laws and regulations applicable to the performance of

the Work. CITY will not be responsible for CONTRACTOR'S failure to perform the Work in accordance with the Contract Documents.

7.4 Waiver of Warranty of Constructability

CONTRACTOR AGREES THAT THERE IS NO IMPLIED OR EXPRESS WARRANTY OF CONSTRUCTABILITY WITH REGARD TO THE WORK OR DESIGN ENCOMPASSED BY THE CONTRACT.

ARTICLE 8 – ADMINISTRATION OF THE CONTRACT.

8.1 Visits to Site:

ARCHITECT or ENGINEER as well as the CITY'S REPRESENTATIVE may make visits to the site at intervals appropriate to the various stages of construction to inspect the progress and quality of the executed Work and to determine if the Work is proceeding in accordance with the Contract Documents. On the basis of such visits and on-site inspections, the ARCHITECT or ENGINEER shall keep the CITY'S REPRESENTATIVE informed of the progress of the Work and shall guard CITY against defects and deficiencies in the Work.

8.2 Technical Clarifications and Interpretations:

The CITY'S REPRESENTATIVE, based on the recommendation of the ARCHITECT or ENGINEER, will issue with reasonable promptness such written clarifications or interpretations of the technical requirements of the Contract Documents as the CITY'S REPRESENTATIVE may determine necessary, which shall be consistent with or reasonably inferable from the overall intent of the Contract Documents. If CONTRACTOR believes that a written clarification or interpretation justifies an increase in the Contract Price or an extension of the Contract Time and the parties are unable to agree to the amount or extent thereof, CONTRACTOR may make a claim therefor as provided in this Contract. Should CONTRACTOR fail to request an interpretation of questionable items in the Contract Documents neither CITY, CITY'S REPRESENTATIVE nor ARCHITECT or ENGINEER will thereafter entertain any excuse for failure to execute the Work in a satisfactory manner.

8.3 Authorized Variations in Work:

CITY'S REPRESENTATIVE, based on the recommendation of the ARCHITECT or ENGINEER, may authorize minor variations in the Work from the technical requirements of the Contract Documents that do not involve an adjustment in the Contract Price or the Contract Time and are consistent with the overall intent of the Contract Documents. These may be accomplished by a field order and will be binding on CITY, and also on CONTRACTOR who shall perform the Work involved promptly. If CONTRACTOR believes that a field order justifies an increase in the Contract Price or an extension of the Contract Time and the parties are unable to agree as to the amount or extent thereof, CONTRACTOR may make a claim therefor as provided elsewhere in this Contract.

8.4 Approval of Work:

The CITY'S REPRESENTATIVE will have the authority to disapprove or reject Work that the CITY'S REPRESENTATIVE, based on the recommendation of the ARCHITECT or ENGINEER, believes to be defective, and will also have authority to require special inspection or testing of the Work whether or not the Work is fabricated, installed or completed.

8.5 Decisions on Disputes:

The CITY'S REPRESENTATIVE, based on the recommendation of the ARCHITECT or ENGINEER, will be the initial interpreter of the technical requirements of the Contract Documents and the acceptability of the Work thereunder. Claims, disputes and other matters by the CONTRACTOR relating to the acceptability of the Work or the interpretation of the requirements of the Contract Documents pertaining to the performance and furnishing of the Work and claims for changes in the Contract Price or Contract Time shall be referred to the CITY'S REPRESENTATIVE in writing with a request for a formal decision in accordance with this Section with copies to the ARCHITECT or ENGINEER and City Administrator. Notwithstanding any dispute between the parties, CONTRACTOR shall continue the work and maintain the schedule.

ARTICLE 9 – CHANGES IN THE WORK

9.1 Without invalidating the Contract and without notice to any surety, CITY may, at any time or from time to time, order additions, deletions, or revisions in the Work by a Written Amendment or Change Order. Upon receipt of any such document, CONTRACTOR shall promptly proceed with the Work involved which will be performed under the applicable conditions of the Contract Documents (except as otherwise specifically provided). All such changes in the Work shall be authorized by a Change Order.

9.2 If CITY and CONTRACTOR are unable to agree as to the extent, if any, of an increase or decrease in the Contract Price or an extension or shortening of the Contract Time that should be allowed as a result of a Work Directive Change, a claim may be made therefor as provided in Article 10 or Article 11.

9.3 CONTRACTOR shall not be entitled to an increase in the Contract Price or an extension of the Contract Time with respect to any Work performed that is not required by the Contract Documents as amended, modified and supplemented, as provided herein, except in the case of an emergency and except in the case of uncovering Work as those situations are addressed herein.

9.4 The CITY, CONTRACTOR and Surety shall execute appropriate change orders or written amendments covering:

9.4.1 Changes in the Work which are ordered by CITY pursuant to Section 00700.9.1, and are required to correct defective Work or are agreed to by the parties; and

9.4.2 Changes in the Contract Price or Contract Time, which are agreed to by the parties. CONTRACTOR shall carry on the Work and adhere to the progress schedule. Proposed change orders shall be prepared by CONTRACTOR on forms approved by CITY.

- 9.5 If notice of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Time) is required by the provisions of any Bond to be given to a surety, the giving of any such notice shall be CONTRACTOR'S sole responsibility, and the amount of each applicable bond shall be adjusted accordingly.
- 9.6 There shall be no CONTRACTOR delay claim based upon CONTRACTOR'S inability to perform Change Order work due to delay caused by CITY'S standard approval process.

ARTICLE 10 – CHANGE OF CONTRACT PRICE

- 10.1 The Contract Price constitutes the total compensation payable to CONTRACTOR for performing the Work. All duties, responsibilities and obligations assigned to or undertaken by CONTRACTOR shall be at his expense without change in the Contract Price.
- 10.2 The Contract Price may only be changed by a Change Order. Any claim for an increase or decrease in the Contract Price shall be based on written notice of intent to claim delivered to the CITY'S REPRESENTATIVE promptly (but in no event later than three (3) days after the first occurrence of the event giving rise to the amount of the claim). CONTRACTOR shall deliver to the CITY'S REPRESENTATIVE a good faith estimate of the cost and time impacts caused by the claim causing event within seven (7) days of the first occurrence of the event giving rise to the claim. Every month, until such time as the claim is resolved, CONTRACTOR shall deliver to the CITY'S REPRESENTATIVE a written update informing the CITY of all additional cost and time impacts resulting from the claim causing event. Within 7 calendar days of the conclusion of the claim causing event, but no later than the date of Substantial Completion, CONTRACTOR shall deliver to the CITY'S REPRESENTATIVE a full and complete written claim identifying all costs and time impacts that the CONTRACTOR believes should be paid due to the claim causing event and shall include full and final substantiation for all price and time adjustments. Under no circumstances will the City be liable for consequential damages, and/or ripple effect damages/impact damages incurred on the Project or elsewhere in CONTRACTOR's business. The CITY'S REPRESENTATIVE, based on the recommendation of the ARCHITECT or ENGINEER, will review the claim and provide a recommendation to the City Administrator within seven (7) working days of receipt of written request from CONTRACTOR. The City Administrator or the City Commission, as applicable, will review the recommendation and make a decision on the request. The City Administrator's/City Commission's decision will be final. The City Administrator's decision will be final unless within 7 calendar days of the date of the City Administrator's decision the CONTRACTOR provides the City's Representative with written notice expressly stating that the CONTRACTOR disputes the decision and intends to pursue the matter via litigation. Failure by CONTRACTOR to strictly comply with the provisions of this article will result in a waiver of the claim. No resolution of a claim for adjustment in the Contract Price shall be effective until approved by the CITY in writing.

10.3 SUBSURFACE CONDITIONS

Information shown on the Drawings and/or indicated in the Contract Documents as to the location of existing utilities and subsurface conditions has been prepared from the most reliable data available to the CITY. This information is not guaranteed, however, and it shall be the CONTRACTOR'S responsibility to determine the location, character and depth of existing utilities. CONTRACTOR shall assist the utility companies, by every means possible to determine said locations and the locations of recent additions to the systems not shown. Extreme caution shall be exercised to eliminate any possibility of any damage to utilities resulting from CONTRACTOR'S activities. The location of all utilities shall be verified and the CITY notified of any conflict which might occur. The City expressly disclaims any warranty as to the underground conditions to be encountered. Bidders should not rely on locations, condition, or quantity of subsurface structures or conditions depicted on drawings, as the locations, condition, and quantities are approximations.

10.4 Pricing Changes

10.4.1 The value of any Work covered by a Change Order or of any claim for an increase or decrease in the Contract Price shall be determined in one of the following ways:

10.4.2 Where the Work involved is covered by unit prices contained in the Contract Documents, by application of unit prices to the quantities of the items involved.

10.4.3 By mutual acceptance of a negotiated lump sum.

10.4.4 By "Cost of the Work".

10.5 Cost of the Work

10.5.1 **Allowable Costs for Changes and Claims:** Contract price adjustments for changes and/or claims will be paid pursuant to negotiated price or in the following manner:

10.5.1.1 Labor and Burden: The Contractor will receive payment for actual costs of direct labor and burden for the additional or unforeseen work. Labor includes foremen actually engaged in the work; and will not include project supervisory personnel nor necessary on-site clerical staff. Compensation for project supervisory personnel, but in no case higher than a Project Manager's position, shall only be for the pro-rata time such supervisory personnel spent on the contract. In no case shall an officer or director of the Company, nor those persons who own more than 1% of the Company, be considered as project supervisory personnel, direct labor or foremen hereunder.

10.5.1.2 Payment for labor burden shall be limited solely to the following:

Item	Rate
FICA	Rate established by Law
FUTA/SUTA	Rate established by Law
Medical Insurance	Actual
Holidays, Sick & Vacation benefits	Actual
Retirement benefits	Actual
Workers Compensation	Rates based on the National Council on Compensation Insurance basic rate tables adjusted by Contractor's actual experience modification factor in effect at the time of the additional work or unforeseen work.
Per Diem	Actual but not to exceed State of Florida's rate. Said rate must be in place and proof of use prior to request.
Insurance*	Actual
*Compensation for Insurance is limited solely to General Liability Coverage and does not include any other insurance coverage (such as, but not limited to, Umbrella Coverage, Automobile Insurance, etc.).	

10.5.1.3 Materials and Supplies: For materials accepted by the City and used on the project, the Contractor will receive the actual cost of such materials incorporated into the work, including Contractor paid transportation charges (exclusive of equipment as hereinafter set forth). For supplies reasonably needed for performing the work, the Contractor will receive the actual cost of such supplies.

10.5.1.4 Equipment: For any machinery or special equipment (other than small tools), including fuel and lubricant, the Contractor will receive its actual cost, not to exceed 100% of the "Rental Rate Blue Book" for the actual time that such equipment is in operation on the work, and 50% of the "Rental Rate Blue Book" for the time the equipment is directed to standby and remain on the project site, to be calculated as indicated below. The equipment Blue Book rates will be based on the latest edition (as of the date the work to be performed begins) of the "Rental Rate Blue Book for Construction Equipment" or the "Rental Rate Blue Book for Older Construction Equipment," whichever is applicable, as published by Machinery Information Division of PRIMEDIA Information, Inc. (version current at the time of bid), using all instructions and adjustments contained therein and as modified below.

10.5.1.5 Allowable Equipment Blue Book Rates will be established as set out below:

10.5.1.5.1 Allowable Hourly Equipment Rate = Monthly Rate/176 x Adjustment Factors x 100%.

10.5.1.5.2 Allowable Hourly Operating Cost = Hourly Operating Cost x 100%.

10.5.1.5.3 Allowable Rate Per Hour = Allowable Hourly Equipment Rate + Allowable Hourly Operating Cost.

10.5.1.5.4 Standby Rate = Allowable Hourly Equipment Rate x 50%.

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

10.5.1.7 The City will allow for the cost of transporting the equipment to and from the location at which it will be used. If the equipment requires assembly or disassembly for transport, the City will pay for the time to perform this work at the rate for standby equipment. If the equipment used is already on site, no additional cost for transportation will be allowed.

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

10.5.2 Indirect Costs, Expenses, and Profit: Compensation for all indirect costs, expenses, and profit of the Contractor, including but not limited to overhead of any kind, whether jobsite, field office, division office, regional office, home office, or otherwise, is expressly limited to the greater of either 10.5.2.1 or 10.5.2.2 or below:

10.5.2.1 Solely a mark-up of 17.5% on the payments in 10.5.1.1 – 10.5.1.4, above.

10.5.2.2 Bond: The Contractor will receive compensation for any premium for acquiring a bond for such additional or unforeseen work; provided, however, that such payment for additional bond will only be paid upon presentment to the City of clear and convincing proof that the Contractor has actually provided and paid for separate bond premiums for such additional or unforeseen work in such amount.

10.5.3 The Contractor will be allowed a markup of 10% on the first \$50,000 and a markup of 5% on any amount over \$50,000 on any first-tier subcontract directly related to the additional or unforeseen work.

10.5.4 If home office overhead is to be paid, it will be paid solely the formula set forth below and only for such number of calendar days of entitlement that are in excess of ten cumulative calendar days as defined below.

$$D \frac{A \square C}{B}$$

Where

A = Original Contract Amount

B = Original Contract Time

C = 8%

D = Average Overhead Per Day

10.5.5 Cumulative Calendar Days is defined as the cumulative total number of calendar days granted for time extension due to delay of a controlling work item caused solely by the City.

10.5.6 Further, in the event there are concurrent delays to one or more controlling work items, one or more being caused by the City and one or more being caused by the Contractor, the Contractor shall be entitled to a time extension for each day that a controlling work item is delayed by the City but shall have no right to nor receive any monetary compensation.

10.5.7 **Subcontracted Work:** For work performed by a subcontractor, compensation for the additional or unforeseen work shall be solely limited to as provided for in 10.4.1, Allowable Costs for Extra Work.

10.5.8 **Compensation for Extra Work or Delay:**

10.5.8.1 **Compensation for Extra Work:** Notwithstanding anything to the contrary contained in the Contract Documents, the Contractor shall not be entitled to any compensation beyond that provided for in 10.4.

10.5.8.2 **Compensation for Delay:** Notwithstanding anything to the contrary contained in the Contract Documents, the Contractor shall not be entitled to additional compensation for any delay unless the delay shall have been caused by acts constituting willful or intentional interference by the City with the Contractor's performance of the work and then only where such acts continue after Contractor's written notice to the City of such interference. The parties anticipate that delays may be caused by or arise from any number of events during the term of the Contract, including, but not limited to, work performed, work deleted, change orders, Change Orders, disruptions, differing site conditions, utility conflicts, design changes or defects, time extensions, extra work, right-of-way issues, permitting issues, actions of suppliers, subcontractors or other contractors, actions by third parties, suspensions of work by the City, shop drawing approval process delays, expansion of the physical limits of the project to make it functional, weather,

weekends, holidays, special events, suspension of Contract time, or other events, forces or factors sometimes experienced in construction work. Such delays or events and their potential impacts on the performance by the Contractor are specifically contemplated and acknowledged by the parties in entering into this Contract, and shall not be deemed to constitute willful or intentional interference with the Contractor's performance of the work without clear and convincing proof that they were the result of a deliberate act, without reasonable and good-faith basis, and specifically intended to disrupt the Contractor's performance.

10.5.8.3 Compensation for Direct Costs, Indirect Costs, Expenses, and Profit thereon, of or from Delay: For any delay claim, the Contractor shall only be entitled to monetary compensation for the actual idle labor and equipment, and indirect costs, expenses, and profit thereon, as provided for in 10.4 and solely for costs incurred beyond what reasonable mitigation thereof the Contractor could have undertaken. Contractor, when allowed by circumstances, shall proceed with other portions of the work when a delay arises as indicated in this article.

10.6 Mandatory Claim Records: After giving the CITY notice of intent to file a claim for extra work or delay, the CONTRACTOR must keep daily records of all labor, material and equipment costs incurred for operations affected by the extra work or delay. These daily records must identify each operation affected by the extra work or delay and the specific locations where work is affected by the extra work or delay, as nearly as possible. The CITY may also keep records of all labor, material and equipment used on the operations affected by the extra work or delay. The Contractor shall, once a notice of intent to claim has been timely filed, and not less than weekly thereafter as long as appropriate, provide the City a copy of the CONTRACTOR'S daily records and be likewise entitled to receive a copy of the CITY'S daily records. The copies of daily records to be provided hereunder shall be provided at no cost to the recipient. When filing a claim for delay, CONTRACTOR shall provide reasonable proof that other work cannot be completed during the delay period and the onsite labor force at the time of delay.

10.7 Claims For Acceleration: The CITY shall have no liability for any constructive acceleration of the work, nor shall the CONTRACTOR have any right to make any claim for constructive acceleration nor include the same as an element of any claim the CONTRACTOR may otherwise submit under this Contract. If the CITY gives express written direction for the CONTRACTOR to accelerate its efforts, such written direction will set forth the prices and other pertinent information and will be reduced to a written Contract Document promptly. No payment will be made on a Change Order for acceleration prior to the CITY'S approval of the documents.

10.8 Certificate of Claim: When submitting any claim, the CONTRACTOR shall certify under oath and in writing, that the claim is made in good faith, that the supportive data are accurate and complete to the CONTRACTOR'S best knowledge and belief, and that the amount of the claim accurately reflects what the Contractor in good faith believes to be the CITY'S liability. Such certification must be made by an officer or director of the CONTRACTOR with the authority to bind the Contractor.

10.9 Non-Recoverable Items: The parties agree that for any claim the CITY will not have liability for the following items of damages or expense:

10.9.1 Loss of profit, incentives or bonuses;

10.9.2 Any claim for other than extra work or intentional delay;

10.9.3 Consequential damages, including, but not limited to, loss of bonding capacity, loss of bidding opportunities, loss of credit standing, cost of financing, interest paid, loss of other work or insolvency;

10.9.4 Acceleration costs and expenses, except where the City has expressly and specifically directed the Contractor in writing “to accelerate at the City’s expense”; nor

10.9.5 Attorney fees, claims preparation expenses and costs of litigation.

ARTICLE 11 – CONTRACT TIME

11.1 Commencement

The date of commencement of the Work is the date established in the Notice to Proceed.

11.2 Time of Substantial Completion:

The date of Substantial Completion of the Work or designated portion thereof is the date certified by the CITY’S REPRESENTATIVE when construction is sufficiently complete, in accordance with the Contract Documents, so CITY can occupy or utilize the Work for the purposes for which it is intended.

11.3 Change of Contract Time:

11.3.1 All time limits stated in the Contract Documents are of the essence. NO CLAIM FOR DAMAGES OR ANY CLAIM OTHER THAN FOR AN EXTENSION OF TIME SHALL BE MADE OR ASSERTED AGAINST THE CITY BY REASON OF ANY DELAYS, DISRUPTION, INTERFERENCE, HINDRANCE (collectively “delay”). CONTRACTOR shall not be entitled to an increase in the Contract Price or payment or compensation of any kind from CITY for direct, indirect, consequential, impact or other costs, expenses or damages including but not limited to costs of acceleration or inefficiency, arising because of delay, from any cause whatsoever, whether such delay be reasonable or unreasonable, foreseeable or unforeseeable, or avoidable or unavoidable. CONTRACTOR shall be entitled only to extensions of the Contract Time as the sole and exclusive remedy for such resulting delay, in accordance with and to that extent specifically provided above. No extension of time shall be granted for delays resulting from normal weather conditions prevailing in the area, which shall be defined, for purposes hereof, as four (4) rain days per month.

11.3.2 NO RECOVERY FOR EARLY COMPLETION. If the CONTRACTOR submits a schedule or expresses an intention to complete the Work earlier than any required milestone or completion date, the CITY shall not be liable to the CONTRACTOR for any costs incurred because of delay or hindrance should the CONTRACTOR be unable to complete the Work before such milestone or completion date. The duties, obligations and warranties of the CITY to the CONTRACTOR shall be consistent with and applicable only to the completion of the work and completion dates set forth in these General Conditions.

11.3.3 The Contract Time may only be changed by a Change Order or a Written Amendment. Any claim for extension of time shall be made in writing to the CITY'S REPRESENTATIVE in accordance with Section 10.2 hereof; otherwise, the claim shall be waived. In the case of a continuing delay only one claim is necessary.

11.4 Liquidated Damages:

11.4.1 Liquidated damages shall be assessed pursuant to Section 500.3.4 and Section 500.3.5

ARTICLE 12 – CONTRACTOR'S GENERAL WARRANTY AND GUARANTEE

12.1 CONTRACTOR warrants and guarantees to CITY all Work shall be in accordance with the Contract Documents and will not be defective.

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

12.2.1 Observations by CITY or CITY'S REPRESENTATIVE, based on the recommendation of the ARCHITECT or ENGINEER;

12.2.2 Payment by CITY of any progress or final payment;

12.2.3 The issuance of a certificate of Substantial Completion, certificate of Final Completion, or any payment related thereto by CITY;

12.2.4 Use or occupancy of the Work or any part thereof by CITY;

12.2.5 Any acceptance by CITY or any failure to do so;

12.2.6 Any review and approval of a Submittal or the issuance of a notice of acceptability by the CITY'S REPRESENTATIVE;

12.2.7 Any inspection, test, or approval by others; or

12.2.8 Any correction of defective Work by CITY.

12.3 Access to Work:

The CITY'S REPRESENTATIVE, ARCHITECT or ENGINEER and other representatives of CITY, testing agencies and governmental agencies with jurisdictional interests shall have access to the Work at reasonable times for their observation, inspecting and testing. CONTRACTOR shall provide proper and safe conditions for such access.

12.4 Tests and Inspection:

12.4.1 CONTRACTOR shall give CITY timely notice of readiness of the Work for all required inspections, tests, observations or approvals. Inspections, tests or observations by the CITY'S REPRESENTATIVE, the ARCHITECT or ENGINEER, CITY or its agents may be performed at its discretion to provide information to the CITY on the progress of the Construction. However, such information is not intended to fulfill the CONTRACTOR'S obligations in accordance with the Contract Documents.

12.4.2 CONTRACTOR shall assume full responsibility, pay all costs in connection therewith and furnish CITY the required certificates of inspection, testing or approval for all materials, equipment or the Work or any part thereof unless otherwise specified herein.

12.5 Uncovering the Work:

If any Construction that is to be inspected, tested or approved is covered without written concurrence of CITY'S REPRESENTATIVE, it must, if requested by CITY or the CITY'S REPRESENTATIVE, be uncovered for observation. Such uncovering shall be at CONTRACTOR'S expense and will exclude the right to an increase in the Contract Price or Contract Time unless CONTRACTOR has given CITY or the CITY'S REPRESENTATIVE timely written notice of CONTRACTOR'S intention to cover such Construction and CITY, or the CITY'S REPRESENTATIVE has not acted with reasonable promptness in response to such notice.

12.5.1 If CITY considers it necessary or advisable that covered Work be observed by CITY'S REPRESENTATIVE or the ARCHITECT or ENGINEER, or inspected or tested by others, CONTRACTOR, at CITY'S request, shall uncover, expose or otherwise make available for observation, inspection or testing as CITY may require, that portion of the Work in question, furnishing all necessary labor, material and equipment. If it is found that such Work is defective, CONTRACTOR shall bear all the expenses of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction, including compensation for additional professional services and any additional expenses experienced by the CITY due to delays to others performing additional work, other contractual obligations, and CITY shall be entitled to issue an appropriate deductive Change Order. CONTRACTOR shall further bear the responsibility for maintaining the schedule and will not be allowed an increase in Contract Price or Contract Time due to the uncovering. If, however, such Construction is not found to be defective, and Section 00700.8.5 is not applicable, CONTRACTOR shall be allowed an increase in the Contract Price or the Contract Time, or both, directly attributable to such uncovering, exposure, observation, inspection, testing and reconstruction if it makes a claim therefore as provided in the Contract Documents.

12.6 CITY May Stop the Work:

If the Work is defective, or CONTRACTOR fails to supply sufficient skilled workers or suitable materials or equipment, or fails to furnish or perform the Work in such a way that the completed Work will conform to the Contract Documents, CITY may order

CONTRACTOR to stop the Work, or any portion thereof, until the cause for such failure has been eliminated; however, this right of CITY to stop the Work shall not give rise to any duty on the part of CITY to exercise this right for the benefit of CONTRACTOR or any other party. CONTRACTOR shall not be allowed an increase in Contract Price or the Contract Time or both as a result of the stopping of Work under this section.

12.7 Correction or Removal of Defective Work:

If required by the CITY'S REPRESENTATIVE, with the recommendation of the ARCHITECT and/or ENGINEER, CONTRACTOR shall promptly, as directed, either correct all defective Work, whether or not fabricated, installed or completed, or, if the Work has been rejected by the CITY'S REPRESENTATIVE, upon the recommendation of the ARCHITECT or ENGINEER, remove it from the site and replace it with non-defective Work. CONTRACTOR shall bear all direct, indirect and consequential costs of such correction or removal (including but not limited to fees and charges of the CITY'S REPRESENTATIVE, the ARCHITECT or ENGINEER, attorneys and other professionals) made necessary thereby.

12.8 Two Year Correction Period:

Without prejudice to any other right of the City, if within two (2) year after the date of final completion or within any designated manufacturer's warranty, whichever is greater, or such longer period of time as may be prescribed by laws or regulations or by the terms of any applicable special guarantee required by the Contract Documents or by any specific provision of the Contract Documents, any Work is found to be defective, CONTRACTOR shall promptly, without cost to CITY and in accordance with CITY'S written instructions, either correct such defective Work, or, if it has been rejected by CITY or the CITY'S REPRESENTATIVE, based on the recommendation of the ARCHITECT or ENGINEER, remove it from the site and replace it with non-defective Work. If CONTRACTOR does not promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, CITY may have the defective Work corrected or the rejected Work removed and replaced, and all of the CITY'S direct, indirect and consequential costs of such removal and replacement (including but not limited to fees and charges of the ARCHITECT or ENGINEER) will be reimbursed by CONTRACTOR. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so, provided in the Specifications or by written amendment.

12.9 CITY shall reserve and retain all of its rights and remedies at law and equity against CONTRACTOR and its surety for damages and for corrections of any and all latent defects.

12.10 Extended Warranty Period Due to Defective Construction:

Any defective Construction that is either corrected or rejected and replaced will be warranted and guaranteed for an additional period of one (1) year from the date of acceptance of such correction or removal and replacement, even if it had previously been corrected or replaced, in accordance with the provisions of this Article 12. If within such

extended Warranty Period, the Work is once again found to be defective, CITY shall be entitled to all of CITY'S rights and remedies under this Article.

ARTICLE 13 – TRUTH-IN-NEGOTIATION

13.1 CONTRACTOR warrants that all proposal price items are true, complete and accurate and include all costs, overhead, profit and all other amounts associated with such items and may be relied upon by CITY when making additions or deductions to the Contract Price. CONTRACTOR further warrants that all cost and pricing data provided to the CITY'S REPRESENTATIVE and CITY during the term of the Contract shall be complete, accurate and current when provided. Should there be any downward changes in the Cost and Pricing Data previously submitted, the CONTRACTOR shall notify and provide the new information to the CITY'S REPRESENTATIVE and CITY immediately. CITY shall be entitled to issue an appropriate Change Order to adjust downward the Contract Price and Contract Times based on correcting inaccurate or incomplete information provided by CONTRACTOR.

13.2 Despite any provisions in the Contract Documents to the contrary, any amounts paid by CITY to CONTRACTOR in excess of that to which it is entitled under the Contract Documents shall be reimbursed by CONTRACTOR to CITY. The making of Final Payment to CONTRACTOR shall not be a waiver of CITY'S right to reimbursement from CONTRACTOR nor shall it discharge CONTRACTOR'S obligation to refund the overpayment. The terms of this Article shall survive the CITY'S making Final Payment.

13.3 CONTRACTOR shall insert a provision containing all the requirements of this Article, in all Subcontracts between CONTRACTOR and Subcontractors, Engineers or Suppliers or other persons, altering the section only as necessary to identify properly the contracting parties.

ARTICLE 14 – PAYMENTS TO CONTRACTOR AND COMPLETION

14.1 Schedule of Values:

The schedule established as provided in Section 00700.2.3 will serve as the basis for progress payments and will be incorporated into the Application for Payment.

14.2 Application for Progress Payment:

At least twenty (20) days before each progress payment is scheduled (but not more often than once a month), CONTRACTOR shall submit for review to the CITY'S REPRESENTATIVE with copy to the ARCHITECT and/or ENGINEER an Application for Payment, in the form provided by **Exhibit "A"** hereto, filled out and signed by CONTRACTOR covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice or other documentation warranting that CITY has received the materials and equipment free and clear of all liens, charges, security interests and encumbrances (which are hereinafter in these General Conditions referred to as "Liens")

and evidence that the materials and equipment are covered by appropriate property insurance and other arrangements to protect CITY'S interest therein, all of which will be satisfactory to CITY. The amount of retainage with respect to progress payments will be as stipulated in the Agreement. The CONTRACTOR is solely responsible for all material stored whether said material has been included in a progress payment or not.

14.2.1 Each application shall contain an affidavit or partial release of lien by CONTRACTOR that partial payments received from CITY for the Work have been applied by CONTRACTOR to discharge in full all of CONTRACTOR'S obligations, including payments to subcontractors, stated in prior Applications For Payment.

14.3 CONTRACTOR'S Warranty of Title:

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

14.4 Review of Applications for Progress Payments:

14.4.1 All payments shall only be from appropriations budgeted on an annual basis.

14.4.2 Consistent with Section 218.75, Florida Statutes,

14.4.2.1 The due date for payment for the purchase of construction services by the CITY is determined as follows:

14.4.2.1.1 If an agent must approve the payment request or invoice before the payment request or invoice is submitted to the CITY, payment is due 25 business days after the date on which the payment request or invoice is stamped as received.

14.4.2.1.2 If an agent need not approve the payment request or invoice submitted by the CONTRACTOR, payment is due 20 business days after the date on which the payment request or invoice is stamped as received.

14.4.2.1.3 Contractor shall submit payment requests to the CITY REPRESENTATIVE. CONTRACTOR's submission of a payment request or invoice to the CITY REPRESENTATIVE shall be stamped as received and shall commence the time periods for payment or rejection of a payment request or invoice as provided in Section 218.75, Florida Statutes.

14.4.2.2 If a payment request or invoice does not meet the Contract requirements, the CITY must reject the payment request or invoice within 20 business days after the date on which the payment request or invoice is stamped as received. The rejection must be written and must specify the deficiency and the action necessary to make the payment request or invoice proper.

14.4.2.3 If a payment request or an invoice is rejected and the CONTRACTOR submits a payment request or invoice that corrects the deficiency, the corrected payment request or invoice must be paid or rejected on the later of:

14.4.2.3.1 Ten business days after the date the corrected payment request or invoice is stamped as received; or

14.4.2.3.2 If the CITY is required by ordinance, charter, or other law to approve or reject the corrected payment request or invoice, the first business day after the next regularly scheduled meeting of the CITY held after the corrected payment request or invoice is stamped as received.

14.4.2.4 If a dispute between the CITY and the CONTRACTOR cannot be resolved by the procedure in subsection 14.4.2.3, the dispute must be resolved in accordance with the dispute resolution procedure prescribed in the construction Contract or in any applicable ordinance. In the absence of a prescribed procedure, the dispute must be resolved by the procedure specified in Section 218.76(2), Florida Statutes.

14.4.2.5 If a CITY disputes a portion of a payment request or an invoice, once a pay application is submitted in acceptable format, the undisputed portion shall be paid timely.

14.4.2.6 When the CONTRACTOR receives payment from the CITY for labor, services, or materials furnished by subcontractors and suppliers hired by the CONTRACTOR, the CONTRACTOR must remit payment due to those subcontractors and suppliers within 10 days after the CONTRACTOR's receipt of payment. If a subcontractor receives payment from a CONTRACTOR for labor, services, or materials furnished by subcontractors and suppliers hired by the subcontractor, the subcontractor must remit payment due to those subcontractors and suppliers within 7 days after the subcontractor's receipt of payment. This does not prohibit a CONTRACTOR or subcontractor from disputing, pursuant to the terms of the relevant Contract, all or any portion of a payment alleged to be due to another party if the CONTRACTOR or subcontractor notifies the party whose payment is disputed, in writing, of the amount in dispute and the actions required to cure the dispute. The CONTRACTOR or subcontractor must pay all undisputed amounts due within the time limits imposed by this section.

14.4.2.7 PUNCH LIST

14.4.2.7.1 . The CITY and CONTRACTOR shall develop a single punch list of items required to render complete, satisfactory, and acceptable the construction services purchased by the CITY.

14.4.2.7.2 The CITY and the CONTRACTOR will develop and review the list within a reasonable time of the Contractor's written request for development of the punch list.

- 14.4.2.7.3 For construction projects having an estimated cost of less than \$10 million, within 30 calendar days after reaching substantial completion of the construction services purchased as defined in the Contract, or, if not defined in the Contract, upon reaching beneficial occupancy or use; or
- 14.4.2.7.4 For construction projects having an estimated cost of \$10 million or more, within 30 calendar days, or, if extended by Contract, up to 60 calendar days after reaching substantial completion of the construction services purchased as defined in the Contract, or, if not defined in the Contract, upon reaching beneficial occupancy or use.
- 14.4.2.7.5 The punch list will be delivered to the CONTRACTOR within 5 days after the list of items has been developed and reviewed in accordance with the time periods set forth above.
- 14.4.2.7.6 If the Work relates to the purchase of construction services on more than one building or structure, or involves a multiphased Project, the punch list shall be developed for each building, structure, or phase of the Project within the time limitations provided above.
- 14.4.2.7.7 The final Contract completion date shall be at least 30 days after the delivery of the list of items. If the list is not provided to the CONTRACTOR by the agreed upon date for delivery of the list, the Contract time for completion will be extended by the number of days the CITY exceeded the delivery date. Damages may not be assessed against a CONTRACTOR for failing to complete a Project within the time required by the Contract, unless the CONTRACTOR failed to complete the Project within the Contract period as extended under this paragraph.
- 14.4.2.7.8 The failure to include any corrective work or pending items not yet completed on the list does not alter the responsibility of the CONTRACTOR to complete all the Work pursuant to the Contract.
- 14.4.2.7.9 Upon completion of all items on the punch list, the CONTRACTOR may submit a payment request for all remaining retainage withheld by the CITY pursuant to this section. If a good faith dispute exists as to whether one or more items identified on the list have been completed pursuant to the Contract, the CITY may continue to withhold up to 150 percent of the total costs to complete such items.
- 14.4.2.7.10 All items that require correction under the Contract and that are identified after the preparation and delivery of the list remain the obligation of the CONTRACTOR as defined by the Contract.
- 14.4.2.7.11 Warranty items or items not included in the list of items may not affect the final payment of retainage as provided in this section or as provided in the Contract between the CONTRACTOR and its subcontractors and suppliers.

14.4.2.7.12 Retainage may not be held by the CITY or the CONTRACTOR to secure payment of insurance premiums under a consolidated insurance program or series of insurance policies issued to the CITY or the CONTRACTOR for a Project or group of projects, and the final payment of retainage as provided in this section may not be delayed pending a final audit by the CITY's or CONTRACTOR's insurance provider.

14.4.2.8 If the CITY fails to comply with its responsibilities to develop the list required under 14.4.2.1.1 or 14.4.2.1.2 within the time limitations provided, the CONTRACTOR may submit a payment request for all remaining retainage withheld by the CITY pursuant to this section; and payment of any remaining undisputed Contract amount, less any amount withheld pursuant to the Contract for incomplete or uncorrected work, must be paid within 20 business days after receipt of a proper invoice or payment request. If the CITY has provided written notice to the CONTRACTOR specifying the failure of the CONTRACTOR to meet Contract requirements in the development of the list of items to be completed, the CITY need not pay or process any payment request for retainage if the CONTRACTOR has, in whole or in part, failed to cooperate with the CITY in the development of the list or to perform its contractual responsibilities, if any, with regard to the development of the list or if paragraph 14.6.1 applies.

14.5 Review of Applications:

14.5.1 CITY may refuse to make the whole or any part of any payment if, in CITY'S opinion, it would be incorrect to make such payment because of subsequently discovered evidence or the results of subsequent inspections or tests, revise or revoke any such payment previously made, to such extent as may be necessary in CITY'S opinion to protect CITY from loss because:

14.5.2 the Work is defective, or completed Work has been damaged, requiring correction or replacement;

14.5.3 the Contract Price has been reduced by Written Amendment or Change Orders;

14.5.4 CITY has been required to correct defective Work or complete Work in accordance with Section 00700.12.7; or

14.5.5 The CONTRACTOR fails to comply with the requirements for performance of the Work as stated in the Contract Documents.

14.6 Retainage.

14.6.1 With regard to any Contract for construction services, the CITY shall withhold from each progress payment made to the CONTRACTOR an amount not exceeding 10 percent of the payment as retainage until 50-percent completion of such services.

- 14.6.2 After 50-percent completion of the construction services purchased pursuant to the Contract, the CITY may reduce to 5 percent the amount of retainage withheld from each subsequent progress payment made to the CONTRACTOR. For purposes of this subsection, the term “50-percent completion” has the meaning set forth in the Contract between the CITY and the CONTRACTOR or, if not defined in the Contract, the point at which the CITY has expended 50 percent of the total cost of the construction services purchased as identified in the Contract together with all costs associated with existing change orders and other additions or modifications to the construction services provided for in the Contract. However, notwithstanding this subsection, if the City has a population of 25,000 or fewer, the City may, at its sole discretion, withhold retainage in an amount not exceeding 10 percent of each progress payment made to the CONTRACTOR until final completion and acceptance of the Project by the CITY.
- 14.6.3 After 50-percent completion of the construction services purchased pursuant to the Contract, the CONTRACTOR may elect to withhold retainage from payments to its subcontractors at a rate higher than 5 percent. The specific amount to be withheld must be determined on a case-by-case basis and must be based on the CONTRACTOR’s assessment of the subcontractor’s past performance, the likelihood that such performance will continue, and the CONTRACTOR’s ability to rely on other safeguards. The CONTRACTOR shall notify the subcontractor, in writing, of its determination to withhold more than 5 percent of the progress payment and the reasons for making that determination, and the CONTRACTOR may not request the release of such retained funds from the CITY.
- 14.6.4 After 50-percent completion of the construction services purchased pursuant to the Contract, the CONTRACTOR may present to the CITY a payment request for up to one-half of the retainage held by the CITY. The City, if it intends to release the 5% per 14.6.2, shall promptly make payment to the CONTRACTOR, unless the CITY has grounds, pursuant to Section 14.6.6, for withholding the payment of retainage. If the CITY makes payment of retainage to the CONTRACTOR under this paragraph which is attributable to the labor, services, or materials supplied by one or more subcontractors or suppliers, the CONTRACTOR shall timely remit payment of such retainage to those subcontractors and suppliers.
- 14.6.5 This section does not prohibit a CITY from withholding retainage at a rate less than 10 percent of each progress payment, from incrementally reducing the rate of retainage pursuant to a schedule provided for in the Contract, or from releasing at any point all or a portion of any retainage withheld by the CITY which is attributable to the labor, services, or materials supplied by the CONTRACTOR or by one or more subcontractors or suppliers. If the CITY makes any payment of retainage to the CONTRACTOR which is attributable to the labor, services, or materials supplied by one or more subcontractors or suppliers, the CONTRACTOR shall timely remit payment of such retainage to those subcontractors and suppliers.

14.6.6 This section does not require the CITY to pay or release any amounts that are the subject of a good faith dispute, the subject of a claim brought pursuant to Section 255.05, Florida Statutes, or otherwise the subject of a claim or demand by the CITY or CONTRACTOR.

14.6.7 The time limitations set forth in this section for payment of payment requests apply to any payment request for retainage made pursuant to this section.

14.6.8 Sections 14.4.2.7.2 – 14.4.2.7.7 do not apply to construction services purchased by a CITY which are paid for, in whole or in part, with federal funds and are subject to federal grantor laws and regulations or requirements that are contrary to any provision of the Local Government Prompt Payment Act.

14.6.9 This subsection does not apply to any construction services purchased by the CITY if the total cost of the construction services purchased as identified in the Contract is \$200,000 or less.

14.7 Substantial Completion:

When CONTRACTOR considers the Work ready for its intended use, CONTRACTOR shall notify the CITY'S REPRESENTATIVE certifying in writing that the Construction is substantially complete (except for items specifically listed by CONTRACTOR as incomplete), submit to CITY all operation and maintenance manuals and instructions and spare parts required by the Contract Documents, and request that the CITY issue a certificate of Substantial Completion. Promptly thereafter, CITY, CONTRACTOR, and the CITY'S REPRESENTATIVE, with the ARCHITECT or ENGINEER, shall make an inspection of the Work to determine the status of completion. If the CITY'S REPRESENTATIVE does not consider the Work substantially complete, the CITY'S REPRESENTATIVE will notify CONTRACTOR in writing giving the reasons therefore. If CITY'S REPRESENTATIVE considers the Construction substantially complete, based on the recommendation of the ARCHITECT or ENGINEER, the CITY'S REPRESENTATIVE shall prepare a letter verifying the certificate of Substantial Completion, which shall fix the date of Substantial Completion.

14.8 Final Application for Payment:

After CONTRACTOR has completed all such corrections specified in Section 00700.14.10 to the satisfaction of the CITY'S REPRESENTATIVE, with the recommendation of the ARCHITECT or ENGINEER, and delivered all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, marked up record Documents and other Documents, all as required by the Contract Documents, and after the CITY'S REPRESENTATIVE, upon the recommendation of the ARCHITECT or ENGINEER, has indicated that the Work is acceptable, CONTRACTOR may make application for final payment following the procedure for progress payments. The final Application for Payment shall be accompanied by all documentation called for in the Contract Documents, together with complete and legally effective releases or waivers (satisfactory to CITY) of all Liens arising out of or filed in connection with the Work. In lieu thereof and as approved by CITY, CONTRACTOR may furnish receipts or releases in full; an affidavit of CONTRACTOR that the releases and receipts include all labor, services, material and equipment for which a Lien could be filed, and that all payrolls, material and equipment bills, and other indebtedness connected with the Work for which CITY or CITY'S property might in any way be responsible, have been paid or otherwise satisfied; and consent of the surety, if any, to

final payment. If any subcontractor or supplier fails to furnish a release or receipt in full, CONTRACTOR shall provide the City with a certified written explanation for why the subcontractor or supplier has not been paid. In addition, CONTRACTOR shall also submit with the final Application for Payment, the completed set of "As-Built" prints. Final payment to CONTRACTOR shall not be made until said prints have been reviewed and approved by the CITY'S REPRESENTATIVE, with the recommendation of the ARCHITECT or ENGINEER. Prior to approval, if necessary, the prints may be returned to CONTRACTOR for changes or modifications and if in the opinion of the CITY'S REPRESENTATIVE, based on the recommendation of the ARCHITECT or ENGINEER, they do not represent correct or accurate as-builts.

14.9 Final Payment and Acceptance:

14.9.1 If, on the basis of an inspection of the Work by the CITY'S REPRESENTATIVE, with the recommendation of the ARCHITECT or ENGINEER, during construction and final inspection, and review of the final Application for Payment and accompanying documentation by the CITY'S REPRESENTATIVE, all as required by the Contract Documents, the CITY'S REPRESENTATIVE is satisfied that the Work has been completed, all punch list items have been addressed, and CONTRACTOR'S other obligations under the Contract Documents have been fulfilled, the CITY'S REPRESENTATIVE will, within ten (10) days after receipt of the final Application for Payment, indicate in writing a recommendation of payment and present the Application to City Administrator for payment. Thereupon the CITY'S REPRESENTATIVE will give written notice to City Administrator and CONTRACTOR that the Work is acceptable. Otherwise, the CITY'S REPRESENTATIVE will return the Application to CONTRACTOR, indicating in writing the reasons for refusing to recommend final payment, in which case CONTRACTOR shall make the necessary corrections and resubmit the Application.

14.9.2 The CITY will be the interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work thereunder.

14.9.3 Any moneys not paid by CITY when claimed to be due to CONTRACTOR under this Contract shall not be subject to interest, including but not limited to pre-judgment interest.

14.10 CONTRACTOR'S Continuing Obligation:

CONTRACTOR'S obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. Neither recommendation of any progress or final payment by the CITY'S REPRESENTATIVE, nor any payment by CITY to CONTRACTOR under the Contract Documents, nor any use or occupancy of the Work or any part thereof by CITY, nor any act of acceptance by CITY nor any failure to do so, nor any review and approval of a Shop Drawing or sample submission, nor the issuance of a notice of acceptability by CITY'S REPRESENTATIVE, based on the recommendation of the ARCHITECT or ENGINEER, nor any correction of defective Work by CITY will constitute an acceptance of defective Work or a release of

CONTRACTOR'S obligation to perform the Work in accordance with the Contract Documents.

14.11 Waiver of Claims:

The acceptance of final payment shall constitute a waiver of all claims by CONTRACTOR against CITY other than those previously made in writing and as required by the Contract Documents, and still unsettled as of the date of final payment.

14.12 CITY May Suspend Work:

CITY may, at any time and without cause, suspend the Work or any portion thereof for a period of not more than ninety (90) days by notice in writing to CONTRACTOR, which will fix the date on which Work will be resumed. CONTRACTOR shall resume the Work on the date so fixed. CONTRACTOR shall not be allowed an increase in the Contract Price but may request an extension of the Contract Time, directly attributable to any suspension if CONTRACTOR makes an approved claim therefor as provided in the Section 700.11 of the General Conditions.

14.13 CITY TERMINATION:

14.13.1 CITY shall have the right at any time, on not less than seven (7) days prior written notice to the CONTRACTOR, to terminate this Contract without cause or for CITY's convenience including, but not limited to termination in the event that the Project is abandoned by CITY; or the City Commission terminates, suspends or modifies the Work. Upon receipt by the CONTRACTOR of such notice of termination (the "Date of Termination"), the CONTRACTOR shall immediately discontinue the Work and remove its equipment and employees from the Project location. In the event of termination under this section, the CONTRACTOR shall have the right, as its sole and exclusive remedy, to recover from CITY payment for Work performed and accepted by the CITY up to the Date of Termination (less any payment made to the CONTRACTOR by CITY). In addition, without terminating this Contract as a whole, CITY may, for convenience, terminate a portion of this Contract (by reducing, in such manner as CITY deems appropriate, the scope of the Work to be performed by the CONTRACTOR). In which event such termination of a portion of this Contract shall be treated as a reduction in the scope of the Work, to which an equitable reduction shall be made to the Contract Price as evidenced by executed Change Order.

14.13.2 In addition to CITY's right to terminate this Contract immediately for any material breach or for default under the terms as specified in any other section of this Contract, if the CONTRACTOR shall fail to commence the Work in accordance with the provisions of this Contract, fail to perform the Work or portions thereof to completion thereof in a diligent, efficient, workmanlike, skillful and careful manner and in strict accordance with the provisions of the Contract Documents, fail to use an adequate quantity or quality of personnel, equipment, or material to complete the Work within the Contract Time, fail to perform any of its obligations under the Contract Documents, be adjudged bankrupt, make a general assignment for the benefit of its creditors, permit a

receiver to be appointed on account of its insolvency, otherwise insolvent, or fail to make prompt payments to its Subcontractors, materialmen or laborers, CITY shall provide the CONTRACTOR with written notice thereof, stating the nature of the default complained of. If CONTRACTOR does not cure such default within seven (7) days after receipt of such notice (or such longer period agreed to in writing by the parties if the nature of the default is such that it cannot be cured within seven (7) days and CONTRACTOR has commenced and is diligently proceeding to cure within the original seven (7) day period), the CITY shall have the right, on forty-eight (48) hours written notice thereof to the CONTRACTOR to terminate this Contract.

14.13.2.1 In the event of termination under this section, CITY shall notify the CONTRACTOR's surety, and the CONTRACTOR's surety shall take over and perform this Contract. The CONTRACTOR's surety shall continue to perform, on at least an interim basis, until such time as it makes other satisfactory arrangements for completion pursuant to the Bond obligations. If the CONTRACTOR's surety does not commence performance with adequate quantity and quality of personnel, equipment, and material to maintain the Contract Time, within five (5) days from the date of receipt of such notice of termination, CITY may, without further notice to the CONTRACTOR or its surety, take possession of and use, without any rental obligation to the CONTRACTOR or any third party, all or any part of the CONTRACTOR's materials and other property of every kind used by the CONTRACTOR in the performance of the Work and use such property in the completion of the Work, and complete the Work with its own forces or by engaging the services of other parties therefore. Any such act by CITY shall not be deemed a waiver of any other right or remedy of CITY under this Contract, the Bonds or otherwise. If after exercising any such remedy the cost to CITY of the performance of the balance of the Work is in excess of that part of the Contract Price which has not previously been paid to the CONTRACTOR hereunder, the CONTRACTOR and the CONTRACTOR's surety shall be liable for and shall reimburse CITY for such excess costs and all delay and damages suffered by CITY as a result thereof.

14.13.2.2 If after termination of this Contract under this section, it is determined that the CONTRACTOR was not in default or that sufficient cause to terminate under Section 14.13.2 did not exist, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of CITY under Section 14.13.1, and that the CONTRACTOR agreed to CITY's use of its materials and other property, in which case the CONTRACTOR shall be entitled to be paid a reasonable sum for CITY's use of the Contractor's Materials or other property of the CONTRACTOR.

14.13.2.3 CITY may, if the CONTRACTOR neglects to perform the Work properly or to perform any provision of the Contract Documents, or does, or omits to do, anything whereby safety or proper construction may be endangered or whereby damage or injury may result to person or property, after forty-eight (48) hours written notice to the CONTRACTOR, without prejudice to any other remedy CITY may have, make good all Work, material, omissions or deficiencies, and may deduct the cost therefore from the amount included in the Contract Price due or which may thereafter become due the CONTRACTOR, but no action taken by CITY hereunder shall affect any of the other rights or remedies of CITY granted by this Contract or by law relieve the CONTRACTOR or the CONTRACTOR's surety from any consequences or liabilities arising from such acts or omissions.

14.13.2.4 The rights and remedies of CITY under this Article 14 shall be non-exclusive and shall be in addition to all the other remedies available to CITY at law or in equity.

14.13.3 In the event of a strike or stoppage of Work resulting from a dispute involving or affecting the labor employed by the CONTRACTOR or any of its Subcontractors, CITY may, at its option and without demand, terminate this Contract for default pursuant to Section 14.13.2.

14.14 Termination by CONTRACTOR for non-CITY Suspension:

If the Work should be suspended under an order of any court or other public authority for a period of more than ninety (90) days through no act or fault of CONTRACTOR or of anyone employed by him, then CONTRACTOR may, upon ten (10) days written notice to CITY and the CITY'S REPRESENTATIVE stop Work or terminate this Contract if the suspension is not lifted. If the CONTRACTOR terminates the contract under this section, the CONTRACTOR shall be entitled solely to payment for all Work executed and approved by the CITY through the date of termination. The CONTRACTOR may only recover actual expenses that the CONTRACTOR or his subcontractors have incurred prior to the date of termination. The provisions of this section shall not relieve CONTRACTOR of the obligations to carry on the Work in accordance with the progress schedule and without delay during disputes and disagreements with CITY.

14.15 CITY Suspension Beyond 90 Days:

If the Work should be stopped by order or request of the CITY for a period of more than ninety (90) days through no act or fault of the CONTRACTOR or anyone employed by him, then the CONTRACTOR shall be entitled to request a change order for the Contract Price and Contract Time in accordance with the procedures in Section 700.10. Any claim for additional time or price shall include documentation of non-cancellable contractual obligations, and any other actual expense of the CONTRACTOR necessary for the CONTRACTOR to maintain compliance with the CONTRACT.

ARTICLE 15 – NOTICES & COMPUTATION OF TIME:

15.1 Giving Notice:

All notices required by any of the Contract Documents shall be in writing and shall be deemed delivered upon hand delivery, overnight delivery service (e.g., FedEx, UPS) or by mailing by certified mail, return receipt requested to the following:

CONTRACTOR:

The business address of CONTRACTOR is:

Attention:

Phone:

Fax:

CITY:

The business address of CITY is:

Attn: City Administrator
City of Key Colony Beach
P.O. Box 510141
600 W. Ocean Dr.,
Key Colony Beach, FL 33051-0141

Copy to CITY ATTORNEY:

The business address of CITY ATTORNEY is:

Attn: City Attorney
Vernis & Bowling of the Florida Keys, P.A.
81990 Overseas Highway, 3rd Floor.
Islamorada, Florida 33036

ARTICLE 16 – BONDS AND INSURANCE:

16.1 Performance, Payment and Other Bonds:

Within ten (10) calendar days after issuance of Notice of Award, the CONTRACTOR shall execute and furnish to the CITY a performance bond and a payment bond on the forms provided by the CITY.

16.1.1 Two (2) separate bonds are required. The penal sum stated in each bond shall be the amount equal to 100% of the Contract Price payable under the Contract.

16.1.1.1 The Performance Bond shall guarantee the full and faithful execution of the Work in an amount equal to 100 percent (100%) of the total Contract Price and including guaranteed repair and maintenance of all defects due to faulty materials and workmanship that appear within one year after completion of the contract. The performance bond shall be conditioned that the CONTRACTOR perform the Work in the time and manner prescribed in the Contract Documents.

16.1.1.2 The Labor and Material Payment Bond shall guarantee the full and proper protection of all claimants supplying labor and materials in the Work in an amount equal to 100 percent (100%) percent of the total Contract Price. The payment bond shall be conditioned that CONTRACTOR promptly make payments to all persons who supply CONTRACTOR with labor, materials and supplies used directly or indirectly by CONTRACTOR in the prosecution of the Work provided for in the Contract and shall provide that the surety shall pay the same in the amount not exceeding the sum provided in such bonds, together with interest at the maximum rate allowed by law; and that they shall indemnify and save and hold harmless CITY to the extent of any and all payments in connection with the carrying out of said Contract which CITY may be required to make under the law.

16.1.2 Qualification of Surety:

16.1.2.1 Each bond must be executed by a Surety company of recognized standing, authorized to do business in the State of Florida as Surety, having a resident agent in the State of Florida and having been in business with a record of successful continuous operation for at least five (5) years. Each Surety shall submit verification from the Florida Department of Financial Services stating the surety company's license and certificate of authorization to do business in the State of Florida.

16.1.2.2 The Surety company shall hold a current certificate of authority as acceptable Surety on federal bonds in accordance with United States Department of Treasury Circular 570, Current Revisions. If the amount of the Bond exceeds the underwriting limitation in the circular, and the excess risks must be protected by coinsurance, reinsurance, or other methods in accordance with Treasury Circular 297, revised September 2, 1978 (31 CFR Section 223.10, Section 223.111). Further, the Surety company shall provide the CITY with evidence satisfactory to CITY, that such excess risk has been protected in an acceptable manner.

16.1.2.3 The CITY will accept a Surety bond from a company with a rating of B+ or better for bonds up to \$2 million, provided, however, that if any Surety company appears on the watch list that is published quarterly by Intercom of the Florida Department of Financial Services, the CITY shall review and either accept or reject the Surety company based on the financial information available to the CITY. A Surety company that is rejected by the CITY may be substituted by the Bidder with a Surety company acceptable to the CITY, only if the bid amount does not increase.

16.1.2.4 Bonds executed by an Attorney-in-Fact on behalf of the Surety, shall have affixed thereto a certified and current copy of Power of Attorney, indicating the monetary limit of such power.

16.1.3 More stringent requirements may be made by the CITY due to grants from other agencies and are set forth within the Supplementary Conditions, Section 00800, of the Contract Documents. If there are no more stringent requirements, the provisions of this Article shall apply.

16.2 Notification to Surety:

If notice of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Change Orders – additive or deductive, Contract Price or Contract Times) is required by the provisions of any Bond to be given to a surety, the giving of any such notice will be CONTRACTOR'S responsibility. The amount of each applicable Bond will be adjusted to reflect the effect of any such change, and evidence of increased or decreased coverage provided to the CITY.

16.3 Duty to Substitute Surety:

If the surety on any Bond furnished by CONTRACTOR is declared bankrupt or becomes insolvent or its right to do business is terminated in the State of Florida or it ceases to meet the requirements of other applicable laws or regulations, CONTRACTOR shall within five (5) days thereafter substitute another bond and surety, both of which must be acceptable to CITY.

16.4 Insurance:

16.4.1 The CONTRACTOR shall provide or cause to be provided insurance of the type and on the terms and conditions as specified in **Exhibit "F"** attached hereto. The cost of this insurance is included in the Contract Price. The failure of the CONTRACTOR to provide such insurance shall be considered a material breach of the Contract. Insurance purchased by the CONTRACTOR shall be purchased from a carrier acceptable to CITY. Any decrease in the required insurance coverage requires the prior written approval of the City Administrator.

- 16.4.2 CONTRACTOR shall maintain the coverages for insurance as required by **Exhibit “F”** as set forth in this Section 00700.16.4 and thereafter during any and every period when CONTRACTOR or any of its Subconsultants or Subcontractors are performing any Work or furnishing any services pursuant to the Contract Documents. Upon execution of the Contract, CONTRACTOR shall provide or cause to be provided the workers’ compensation insurance, comprehensive general liability insurance, business automobile insurance, professional liability insurance and the umbrella liability insurance policies. Immediately following the issuance of the Notice to Proceed for the Work, CONTRACTOR shall provide the builder’s risk insurance policy; provided, however, no Work shall be performed unless and until the builder’s risk insurance policy is provided to the CITY in accordance with this Section 700.16.4.
- 16.4.3 The CONTRACTOR shall ensure that any company issuing insurance to cover the requirements contained in this Contract agrees that they shall have no recourse against CITY for payment or assessments in any form on any policy of insurance.
- 16.4.4 Certificates of Insurance shall be provided to the CITY at the time of execution of the Contract and certified copies provided if requested. Certificates of Insurance shall include the CITY as additional named insured. Each policy certificate shall be endorsed with a provision that not less than thirty (30) calendar days’ written notice shall be provided to the CITY before any policy or coverage is cancelled or restricted.
- 16.4.5 The CONTRACTOR shall not commence work under the Contract until after he has obtained all of the minimum insurance herein described and submitted Certificates of Insurance to the CITY as herein required.
- 16.4.6 The CONTRACTOR agrees to perform the work under the Contract as an independent contractor, and not as a sub-contractor, agent or employee of CITY.
- 16.4.7 Violation of the terms of this Article and its sub-parts shall constitute a breach of the Contract and CITY, at its sole discretion, may cancel the Contract and all rights, title and interest of the CONTRACTOR shall thereupon cease and terminate.
- 16.4.8 CITY’S Liability and Insurance: CITY shall not be responsible for purchasing and maintaining any insurance to protect the interests of CONTRACTOR, Subcontractors or others on the Work. CITY specifically reserves all statutory and common law rights and immunities, and nothing herein is intended to limit or waive same including, but not limited to, the procedural and substantive provisions of Florida Statute Sections 768.28 and 95.11.

ARTICLE 17 – ASSIGNMENT:

- 17.1 CONTRACTOR shall not assign or transfer the Contract or its rights, title or interests therein without CITY’S prior written approval. The obligations undertaken by CONTRACTOR pursuant to the Contract shall not be delegated or assigned to any other.

person or firm unless CITY shall first consent in writing to the assignment. Violation of the terms of this section shall constitute a breach of Contract by CONTRACTOR and the CITY may, at its discretion, cancel the Contract and all rights, title and interest of CONTRACTOR without any further notice.

ARTICLE 18 – AUDIT/INSPECT:

18.1 CITY reserves the right to audit the records (pertaining to this project) of CONTRACTOR at any time during the performance and term of the Contract and for a period of three (3) years after completion and acceptance by CITY. If required by CITY, CONTRACTOR agrees to submit to an audit by an independent certified public accountant selected by CITY. CONTRACTOR shall allow CITY to inspect, examine and review the records of CONTRACTOR at any and all times during normal business hours during the term of the Contract. If an Auditor determines that the CONTRACTOR was paid for Work not performed or paid in excess of materials provided, the CONTRACTOR shall reimburse the CITY for such overpayment.

ARTICLE 19 – COMPUTATION OF TIME:

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

ARTICLE 20 – CUMULATIVE REMEDIES:

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

ARTICLE 21 – SURVIVAL OF OBLIGATIONS:

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

ARTICLE 22 – CONTROLLING LAW:

22.1 The Laws of the State of Florida shall govern this Contract.

ARTICLE 23 – ADVERTISING:

23.1 No advertising shall be permitted upon any part of the site or structures located on the site. News or press releases pertaining to the services, work product(s), or performance of CONTRACTOR under this Contract or the Project to which it relates shall be at the sole discretion of CITY.

Exhibit "A"
Application for Payment

TO (OWNER): City of Key Colony Beach - City Hall Project

FROM (CONTRACTOR):

APPLICATION NO: :
PERIOD TO:
ARCHITECT'S
PROJECT NO:
CONTRACT DATE:

CONTRACTOR'S APPLICATION FOR PAYMENT

CHANGE ORDER SUMMARY

Previous Change Orders approved Previous months by Owner			ADDITIONS	DEDUCTIONS
TOTAL				
Approved this Month				
Number	Date Approved			
TOTALS			\$0.00	\$0.00
Net change by Change Orders			\$0.00	

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 Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

AMOUNT CERTIFIED

CONTRACTOR:

By: _____ Date: _____

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Architect certifies to the Owner that to the best of the Architect'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.

Application is made for Payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM	\$ -
2. Net change by Change Orders	\$0.00
3. CONTRACT SUM TO DATE	\$ -
4. TOTAL COMPLETED & STORED TO DATE ...	\$ -
(Column G on G703)	
5. RETAINAGE:	
a. 10% of Completed Work (Column D + E on G703)	\$ 0.00
b. 10% of Stored Material (Column F on G703)	\$ 0
Total Retainage (Line 5a + 5b or Total in Column I of G703)	\$0.00
6. TOTAL EARNED LESS RETAINAGE	\$0.00
(Line 4 less Line 5 Total)	
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT	\$0.00
8. CURRENT PAYMENT DUE	\$0.00
9. BALANCE TO FINISH, PLUS RETAINAGE	\$0.00

(Line 3 less Line 6)

State of: Florida
Subscribed and sworn to before me this _____ day of _____
2003
Notary Public:
My Commission Expires:

County of: Monroe
2013

(Attach explanation if amount certified differs from the amount applied for.)

ARCHITECT:

By: _____ Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

G703-1983

CONTINUATION SHEET		<i>AIA DOCUMENT G703</i>		(Instructions on reverse side)		PAGE 2 OF 2 PAGES								
703, APPLICATION AND CERTIFICATE FOR PAYMENT				APPLICATION NUMBER:	5	City of Key Colony Beach - City Hall Project								
Contractor's signed Certification is attached.					APPLICATION DATE:	7/18/2013								
In tabulations below, amounts are stated to the nearest dollar.					PERIOD TO:									
Use Column 1 on Contracts where variable retainage for line items may apply.				ARCHITECTS	PROJECT NUMBER:									
A	B	C	D	E	F	G	H	I	J	K	L	M	N	O
ITEM	Description of Work	Scheduled	WORK COMPLETED		MATERIALS	TOTAL	%	BALANCE	RETAINAGE	Total	Unit Price	Quantity	Total	Total
NO.	Value	FROM PREVIOUS APPLICATION	THIS PERIOD	PRESENTLY STORED	COMPLETED AND STORED	(G/C)	TO FINISH (C - G)	10%	Scheduled Quantity	Billed Previously	Quantity Completed	Billed This Period	Balance To Finish	
				(NOT IN D OR E)	TO DATE (D + E + F)									
1	\$ -	\$ -	\$ -		\$ -	#DIV/0!	\$ -	\$0.00	0	\$0.00	0	0	0	
2	\$ -	\$ -	\$ -		\$ -	#DIV/0!	\$ -	\$0.00	0	\$0.00	0	0.00	0.00	
3	\$ -	\$ -	\$ -		\$ -	#DIV/0!	\$ -	\$0.00	0	\$0.00	0	0.000	0.000	
4	\$ -	\$ -	\$ -		\$ -	#DIV/0!	\$ -	\$0.00	0	\$0.00	0	0	0	
5	\$ -	\$ -	\$ -		\$ -	#DIV/0!	\$ -	\$0.00	0	\$0.00	0	0	0	
6	\$ -	\$ -	\$ -		\$ -	#DIV/0!	\$ -	\$0.00	0	\$0.00	0	0	0	
7	\$ -	\$ -	\$ -		\$ -	#DIV/0!	\$ -	\$0.00	0	\$0.00	0	0	0	
8	\$ -	\$ -	\$ -		\$ -	#DIV/0!	\$ -	\$0.00	0	\$0.00	0	0	0	
9	\$ -	\$ -	\$ -		\$ -	#DIV/0!	\$ -	\$0.00	0	\$0.00	0	0	0	
10	\$ -	\$ -	\$ -		\$ -	#DIV/0!	\$ -	\$0.00	0	\$0.00	0	0	0	
11	\$ -	\$ -	\$ -		\$ -	#DIV/0!	\$ -	\$0.00	0	\$0.00	0	0	0	
12	\$ -	\$ -	\$ -		\$ -	#DIV/0!	\$ -	\$0.00	0	\$0.00	0	0	0	
13	\$ -	\$ -	\$ -		\$ -	#DIV/0!	\$ -	\$0.00	0	\$0.00	0	0	0	
RETAINAGE														
	\$ -	\$ -	\$ -	\$0.00	\$ -	#DIV/0!	\$ -	\$0.00				\$0.00	\$0.00	
FOR AMOUNT MAY BE BILLED														
35	N EW YORK AVENUE, N.W., WASHINGTON, D. C. 200							G703-1983						

Exhibit “B”

Change Order

CHANGE ORDER # 1 – Terms and Conditions only

TO: City of Key Colony Beach

PROJECT: City of Key Colony Beach City Hall Project contract dated

ARCHITECT:

CONTRACTOR:

DATE:

This Change Order will authorize the following change to the Agreement:

The Work as set forth in the Agreement is hereby amended to include the items set forth in Exhibits “2” attached hereto and by this reference made a part hereof.

This Change Order constitutes full, final, and complete compensation to _____ for all costs, expenses, overhead, and profit, and any damages of every kind that _____ . may incur in connection with the above referenced changes in the Construction Work under this Agreement. _____ . acknowledges and agrees that (a) the Guaranteed Maximum Price of \$ _____ under the Agreement **will/will not** by this Change Order. _____ . expressly waives any claims for any additional compensation, damages or time extensions in connection with the above-referenced changes. Except as herein or heretofore expressly modified, all terms of the Agreement shall remain in full force and effect and shall cover the performance of, and payment for, any work authorized hereunder. Any defined terms not defined in this Change Order shall have the meanings set forth in the Agreement.

By signing below the parties indicate acceptance of this Change Order as set forth herein.

CITY OF KEY COLONY BEACH .
a Florida municipal corporation

By: _____ By: _

Name: _____ Name:

Title: _____ Title:

Exhibit "1"

CHANGE ORDER SUMMARY

Change Order No. 1

Project Title

Bid No. N / A

Owner: City of Key Colony Beach

Contractor:

Agreement Date: , 20

This Change Order is necessary to cover changes in the work to be performed under this Agreement. The GENERAL CONDITIONS, SUPPLEMENTARY CONDITIONS, and STANDARD SPECIFICATIONS apply to and govern all work under this Change Order.

THE FOLLOWING CHANGES ARE MADE TO THE CONTRACT DOCUMENTS:

(1)	Original Contract Price	\$
(2)	Current Contract Price (Adjusted by Previous Change Orders)	\$
(3)	Total Proposed Change in Contract Price	\$
(4)	New Contract Price (Item 2 + Item 3)	\$
(5)	Original Contract Time	Days
(6)	Proposed Change in Contract Time	Days
(6a)	Current Contract Time (Adjusted by Previous Change Orders)	Days
(7)	Total Proposed Change in Contract Time	Days
(8)	New Contract Time (Item 6 + Item 7)	Days
(9)	Original Contract Final Completion Date	
(10)	New Contract Final Completion Date	

CHANGE ORDER HISTORY						
Item No.	Description	Current Contract Amount	Additive Change	Deductive Change	Net Change Contract Price	Net Change Contract Time
1.		\$	\$0	\$0	\$0	Days
Total				\$0		Days

Exhibit “2

CHANGE ORDER JUSTIFICATION

**Exhibit “C”
FIELD ORDER**

(CONTRACTOR)	(ENGINEER)
ENGINEER’S SUPPLEMENTAL INSTRUCTIONS/FIELD ORDER	INSTRUCTION/ORDER #
PROJECT NUMBER:	DATE OF ISSUANCE:
PROJECT:	
OWNER:	
<p>THE WORK SHALL BE CARRIED OUT IN ACCORDANCE WITH THE FOLLOWING SUPPLEMENTAL INSTRUCTIONS ISSUED IN ACCORDANCE WITH THE CONTRACT DOCUMENTS WITHOUT CHANGE IN CONTRACT SUM OR CONTRACT TIME. PRIOR TO PROCEEDING IN ACCORDANCE WITH THESE INSTRUCTIONS, INDICATE YOUR ACCEPTANCE OF THESE INSTRUCTIONS FOR MINOR CHANGE TO THE WORK AS CONSISTENT WITH THE CONTRACT DOCUMENTS AND RETURN A COPY TO THE ENGINEER.</p> <p>DESCRIPTION:</p> 	
ATTACHMENTS: (HERE INSERT LISTING OF DOCUMENTS THAT SUPPORT DESCRIPTION)	
ISSUED: CITY OF KEY COLONY BEACH	RECOMMENDED:
BY: (CITY)	BY: (ENGINEER)
<p>ACCEPTED:</p> <p>BY: (CONTRACTOR)</p>	

EXHIBIT "D"

Form of Work Directive Change

WORK DIRECTIVE CHANGE
No.

DATE OF ISSUANCE

EFFECTIVE DATE

OWNER

CONTRACTOR

Contract: ____

Project: ____

OWNER's Contract No. _____ ENGINEER's Project No.

You are directed to proceed promptly with the following change(s):
Description:

Purpose of Work Directive Change:

Attachments: (List documents supporting change)

If OWNER or CONTRACTOR believe that the above change has affected Contract Price a Change Order shall be processed in accordance with the Contract Documents and Exhibit B shall be used.

RECOMMENDED:

AUTHORIZED:

ENGINEER
By:

CITY
By:

EXHIBIT "E"

Form of Assignment of Rights under Subcontractor Contract

ASSIGNMENT

TO: City of Key Colony Beach

CONTRACTOR:

PROJECT: CONSTRUCTION CONTRACT DATE:

ASSIGNMENT OF RIGHTS UNDER
SUBCONTRACTOR CONTRACT/SUBCONSULTANT CONTRACT

For and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, _____, whose mailing address is _____ (the "CONTRACTOR"), does hereby TRANSFER, ASSIGN and CONVEY unto the CITY OF KEY COLONY BEACH, a Florida municipal corporation, whose mailing address is P.O. Box 510141, Key Colony Beach, FL 33051-0141 (the "CITY"), all of the rights, interests, benefits and privileges of the CONTRACTOR under (a) that certain Subcontractor Contract/Subconsultant Contract (the "Subcontract") dated _____ 20__, by and between the Contractor, and _____ ("the Subcontractor"), a copy of said Subcontract is attached hereto as Exhibit "A" and made a part hereof, providing for a portion of the construction services, labor or materials that the CONTRACTOR is obligated to provide the CITY under that certain Construction Contract (the "CONTRACT") dated _____, 20__, for the construction of a and related improvements known as __, Key Colony Beach, FL 33051 Monroe County, Florida (the "Project"), and (b) any and all payment and performance bonds issued in conjunction with the Subcontract. However, the CITY does not hereby assume any of the CONTRACTOR'S liabilities, duties or obligations under the Subcontract.

The foregoing Assignment constitutes a part of the security given to the CITY by the CONTRACTOR to secure the CONTRACTOR'S performance of the CONTRACT. Notwithstanding anything in this instrument to the contrary, the CITY shall not exercise any rights under this instrument unless an event of default or other termination shall have occurred under the provisions of the CONTRACT. The CITY shall have the right, but not the duty, in the event of a default or termination pursuant to the terms of the CONTRACT, to exercise all of its rights, interests, benefits and privileges under the Subcontract.

Subcontractor hereby agrees with the CITY as follows:

That Subcontractor hereby consents to the foregoing assignment and agrees to notify the CITY in writing at the same time Subcontractor notifies the CONTRACTOR of the occurrence of any failure of payment under the provisions of the Subcontract or of the occurrence of any other default by the CONTRACTOR under the provisions of the Subcontract.

That if the CITY notifies the Subcontractor in writing that an event of default by the CONTRACTOR, or other termination, has occurred under the CONTRACT, the Subcontractor shall, at the CITY'S request, waive the CONTRACTOR'S default and continue performance on the CITY'S behalf under the Subcontract in accordance with the terms thereof, provided that the Subcontractor shall be paid in accordance with the Subcontract for the following as and when they are due under the Subcontract:

- (a) all services, work, labor and materials rendered on the CONTRACTOR'S behalf prior to the CITY'S request;
- (b) all services, work, labor and materials rendered on the CITY'S behalf following the CITY'S request; and
- (c) the amount of retainage, if any, withheld by the CITY from payments to the CONTRACTOR made by the CITY prior to the CITY'S request.

That in the event any of Subcontract proceeds are disbursed by the CITY directly to the Subcontractor, the Subcontractor will receive any such advances and will hold the same as a trust and for the purpose of paying the costs of the labor performed and equipment and supplies used in connection with the Project, and the Subcontractor will apply the same only to payment of such costs and for no other purpose.

That upon the CITY'S request, the Subcontractor shall furnish to the CITY a current list of all persons or firms with whom the Subcontractor has entered into subcontracts or other agreements relating to the performance of work or furnishing of materials in connection with the Project which have a value of \$1,000 or more, together with a statement as to the status of each of such subcontracts or agreements and the respective amounts, if any, owed by the Subcontractor. The CONTRACTOR hereby consents to the furnishing to the CITY of such list and statement.

Subcontractor consents to the CITY assigning the CITY'S rights hereunder to anyone whom the CITY may choose to complete the CONTRACTOR'S obligations, including without limitation, the CONTRACTOR'S surety.

That the CITY has no obligation to exercise its rights under this Assignment and furthermore has no obligation to pay Subcontractor unless the CITY exercises its rights as set forth herein.

That this Assignment does not create third party beneficiary rights under the CONTRACT in favor of anyone, including Subcontractor.

IN WITNESS WHEREOF, this instrument shall be effective as of the date of the Subcontract.

THE CITY OF KEY COLONY BEACH
a Florida municipal corporation

CONTRACTOR

By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____

STATE OF FLORIDA)
)
COUNTY OF MONROE)

This instrument was acknowledged before me this day of _____ 20____ by _____, on behalf of THE CITY OF KEY COLONY BEACH, a Florida municipal corporation, who [] is personally know to me or [] produced _____ as identification.

Notary Public: _____
(name typed)
My Commission Expires: _____

EXHIBIT “F”

INSURANCE REQUIREMENTS

CONTRACTOR shall provide or cause to be provided the following insurance and shall also ensure that the following insurance language shall be included in the Subcontractor Contracts. Prior to commencement of Work, certificates of insurance shall be provided evidencing CONTRACTOR's and its Subcontractor's compliance with these insurance requirements; provided, however, builder's risk insurance shall not be required unless and until the Work commences. Without limiting any of the other obligations or liabilities of CONTRACTOR and the Subcontractors, the CONTRACTOR and each Subcontractor shall provide, pay for, and maintain in force until all of the Work is completed and accepted by the CITY (or for such duration as otherwise specified hereinafter), the insurance coverages set forth herein.

1. Workers' Compensation insurance to apply for all employees in compliance with the "Workers' Compensation Law" of the State of Florida and all applicable federal laws. In addition, the policy(s) must include:
 - (a) Employers' Liability with a limit of One Million Dollars (\$1,000,000) each accident.
 - (b) If any operations are to be undertaken on or about navigable waters, coverage must be included for the U.S. Longshoremen & Harbor Workers Act and Jones Act.
2. Comprehensive General Liability with minimum limits of Three Million Dollars (\$3,000,000) per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability with respect to CONTRACTOR, and Three Million Dollars (\$3,000,000) with per occurrence respect to Subcontractors, combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Comprehensive General Liability policy, without restrictive endorsements, as filed by the Insurance Services Office, and must include:
 - (a) Premises or Operations;
 - (b) Independent Contractors;
 - (c) Products or Completed Operations for contracts over Fifty Thousand Dollars (\$50,000.00) CONTRACTOR shall maintain in force until at least three (3) years after completion of all work required under the CONTRACT, coverage for Products and Completed Operations, including Broad Form Property Damage;
 - (d) Explosion, Collapse and Underground Coverages;
 - (e) Broad Form Property Damage;
 - (f) Broad Form Contractual Coverage applicable to this specific Agreement, including any hold harmless or indemnification agreement;

- (g) Personal Injury Coverage with Employee and Contractual Exclusions removed, with minimum limits of coverage equal to those required for Bodily Injury Liability and Property Damage Liability; and
 - (h) CITY and CONTRACTOR are to be expressly included as “Additional Insureds” with respect to liability arising out of operations performed for CITY and CONTRACTOR by or on behalf of CONTRACTOR and Subcontractors or acts or omissions of CITY or CONTRACTOR in connection with general supervision of such operation.
- 3. Umbrella Liability, general aggregate of Three Million Dollars (\$3,000,000).
 - 4. Business Automobile Liability with minimum limits of Three Million Dollars (\$3,000,000.00) per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy, without restrictive endorsements, as filed by the Insurance Services Office, and must include:
 - (a) Owned Vehicles.
 - (b) Hired and Non-Owned Vehicles.
 - 5. Builder’s Risk Insurance for the construction of above ground buildings or structures is required. The coverage shall be “All Risk” form for One Hundred Percent of the completed value, including CITY and CONTRACTOR as named insureds, with a deductible of not more than Twenty-five Thousand Dollars (\$25,000) each claim.
 - (a) Waiver of Occupancy Clause or Warranty-Policy must be specifically endorsed to eliminate any “occupancy clause” or similar warranty or representation that the building(s), addition(s) or structure(s) in the course of construction shall not be occupied without specific endorsement of the policy. The policy must be endorsed to provide that the Builder’s Risk Coverage will continue to apply until the Substantial Completion Date.
 - (b) When the buildings or structures are located within an identified special flood hazard area, flood insurance must be afforded for the lesser of the total insurable value of such buildings or structures, or the maximum amount of flood insurance coverage available under the National Flood Program.

All required insurance shall be evidenced by valid and enforceable policies issued by a company licensed to do business in the State of Florida and otherwise acceptable to the CITY. The CONTRACTOR shall not cancel (or permit any lapse under) any policy of required insurance. Each policy of required insurance shall: (i) contain the agreement of the insurer that the insurer shall not cancel or materially alter the same without thirty (30) days’ prior written notice to CITY except in the case of non-payment by the CONTRACTOR for which ten (10) days’ prior written notice will be provided to CITY; (ii) provide for third party vicarious liability; (iii) delete the insured versus insured exclusion with respect to claims brought by the CITY; and (iv) be effective for a period from the date of this CONTRACT through at least one (1) year after completion of the Work provided hereunder, except for professional liability insurance which shall be effective for a period from the date of this CONTRACT through at least five (5) years

after completion of the Work provided hereunder and builder's risk insurance which shall be effective through Substantial Completion. Insurance shall be provided to the CITY at the times required by Section 00700.16.4 of the General Conditions at which time the CONTRACTOR shall deliver to CITY a certificate of insurance naming CITY as an additional insured as required hereunder for each policy of required insurance except for professional liability insurance. The minimum coverage and time periods specified above are not intended, and shall not be construed, to limit any liability of the CONTRACTOR to CITY under this Contract Documents. Neither party shall be liable to the other for loss or damage covered by insurance to the extent that insurance proceeds are actually available with respect to such loss or damage and to the extent that the applicable policies of such insurance include the waiver or subrogation (which the parties shall obtain if available without additional premium). CONTRACTOR is responsible for the payment of all deductibles in connection with any claims made under the insurance policies required by the Contract Documents. The cost of deductibles paid by CONTRACTOR shall be included in the Contract Price.

SECTION 07010

Non-Collusion Bid Provision

Each bidder shall file a statement executed by, or on behalf of the person, firm, association, or corporation submitting the bid certifying that such person, firm, association, or corporation has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action, in restraint of free competitive bidding in connection with the submitted bid. Failure to submit the executed statement as part of the bidding documents will make the bid nonresponsive and not eligible for award consideration.

Certification of Non-Collusion

I have been authorized by _____
to certify on their behalf that they have not, either directly or indirectly, entered into any
agreement, participated in any collusion, or otherwise taken any action, in restraint of free
competitive bidding in connection with the submitted bid.

Firm Name:

Date:

Signature:

Printed Name:

Title:

END SECTION

SECTION 01270

MEASUREMENT AND PAYMENT

Part I. GENERAL

1.01 Description

A. Payment for all Work done in compliance with the Contract Documents, inclusive of furnishing all manpower, equipment, materials, and performance of all operations relative to construction of this project, will be made under Pay Items listed herein. Work for which there is not a Pay Item will be considered incidental to the Contract and no additional compensation will be allowed.

B. The Contractor shall take no advantage of any apparent error or omission in the Drawings or Specifications, and the Engineer shall be permitted to make corrections and interpretations as may be deemed necessary for fulfillment of the intent of the Contract Documents.

C. The Engineer will make measurements and determinations as necessary to classify the work within pay items and determine the quantities for pay purposes.

D. This contract is a Lump Sum Contract. Unit prices and optional pricing requested are for the purpose of establishing prices for said work. CITY, at its discretion, may add, delete, or substitute items of work based on the established Unit Price. Any quantity provided in these documents are an estimate only, and the CONTRACTOR is responsible to verify all quantities to cover all work as intended in the contract documents.

Part II. PAY ITEMS

2.01 Pay Item 1 Mobilization

A. Work Includes preparatory work and operations in mobilizing for beginning work on the project, including, but not limited to, those operations necessary for the movement of personnel, equipment, supplies and incidentals to the project site.

B. Bonds, insurance and taxes as required by the General Conditions.

C. Preconstruction Video

1. Work Includes preconstruction documentation via video recording plus all photographs necessary to pick up detail not easily visible or apparent on the video. This work is considered incidental to the rest of the work and is not paid for as a separate line item.

2.02 Pay Item 2 Maintenance of Traffic

- A Work Includes the construction and maintenance of any necessary detour facilities, and signage for access to the park and marina along the project; the furnishing, installation and maintenance of traffic control and safety devices during construction; daily inspections of the traffic control devices (including nighttime inspections); replacement of all equipment and devices found not to be conforming with approved standards during the inspection; the control of dust, and any other special requirements for safe and expeditious movement of traffic as may be called for on the plans. The term "Maintenance of Traffic" shall include all such facilities, devices, and operation as are required for the safety and convenience of the public as well as for minimizing public nuisance; all as required by the FDOT, the Engineer and the Owner. This work shall also consist of the removal of existing pavement markings necessary in order to implement traffic control, temporary signs, and the removal or relocation of existing signs in order to implement traffic control. This item also includes any adjustments necessary to the traffic control devices under emergency conditions. This work is considered incidental to the rest of the work and is not paid for as a separate line item.

2.03 Pay Item 3 Site Work

- A Measurement and payment of individual items for site work will not be made; rather all items shall be included in the lump sum price.
- B Payment for Site work will be made at the Contract lump sum price, which price and payment shall be full compensation for temporary controls, clearing and grubbing, excavating, asphalt cutting and removal, re-grading of roadway shoulders including material and labor, back filling and grading the area required for the construction of the path unless otherwise noted in the plans and all shoulder work including labor and material, utility adjustment, as called for in the Plans and Specifications. All excess material shall be removed and legally disposed of at no additional cost to owner.

2.04 Pay Item 4 Base Course (Labor)

- A The quantity of base course, to be paid for, will be by the square yard as bid unless modified in the field.
- B Payment for base course will be made at the Contract lump sum price based on percentage completed during the pay period, which price shall be full compensation for construction of the base course utilizing existing base material by reworking the existing lime rock and adding new base material. Price shall include, labor, equipment, testing, transportation, compaction, shaping, finishing and all incidentals necessary to complete the item in place. Price shall not include the cost of new base material which shall be paid for under item 5, Lime rock New Material.

2.05 Intentionally left blank.

2.06 Intentionally left blank.

2.07 Pay Item 8 Type S-III Asphaltic Concrete, 2 1/2" Surface Course

- A The quantity of Type S-1 Asphaltic Concrete Surface Course, 2 1/2 inches minimum compacted thickness, to be paid for, will be by the square yard as bid unless modified in the field.
- B Payment for Type S-III Asphaltic Concrete Surface Course, 1 1/4 inches compacted thickness, will be made at the Contract price and paid as a percentage of completion per the pay period, which price shall be full compensation for bituminous tack coat, bituminous prime coat, bituminous material, aggregate, labor, equipment, testing, transportation, compaction and all incidentals necessary to complete the item in place.

2.07 Intentionally left blank.

2.08 Pay Item 10 Pavement Markings, Parking Striping

- A The quantity of pavement markings, to be paid for by unit, will be the plan quantity unless modified in the field. This quantity is based upon actual applied striping and does not include measurement of gaps.
- B Payment for pavement markings will be made at the Contract price for each, which price shall be full compensation for materials, tools, equipment, labor and work necessary to complete the item.

2.08 Intentionally left blank.

2.09 Intentionally left blank.

2.10 Intentionally left blank.

END OF SECTION 01270