

CITY OF NEPTUNE BEACH
BIDDING, SPECIFICATIONS, AND CONTRACT DOCUMENTS
FOR
NEPTUNE BEACH SENIOR ACTIVITY CENTER
PORCH AND EXTERIOR FINISHES
CONB BID NO. 2022-03



BID DUE:
November 16, 2022 at 2:00 PM (EDT)

**CITY OF NEPTUNE BEACH
CONB BID NO. 2022-03
NEPTUNE BEACH SENIOR ACTIVITY CENTER
PORCH AND EXTERIOR FINISHES**

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SECTION 00020

REQUEST FOR BIDS

NOTICE IS HEREBY GIVEN that the City of Neptune Beach, Florida (herein known as "Buyer"), Florida, will be accepting sealed Bids in triplicate, which will be received until **2:00PM, EDT, November 16, 2022**, at City Hall located at: 116 1st St., Neptune Beach, FL. 32266, for the following:

NEPTUNE BEACH SENIOR ACTIVITY CENTER PORCH AND EXTERIOR FINISHES

The Selected Bidder shall furnish, unless otherwise noted, all necessary permits, labor, equipment, materials, and incidentals necessary for a functional and complete system ready for intended use. Work includes, but is not necessarily limited to, all the items described in the Contract Documents, and generally described as the following:

Providing all required bonds; insurance; mobilization; preconstruction site photographs and videos; temporary facilities; maintenance of traffic; site restoration, and site clean-up; removal and disposal of all associated construction debris; as-built surveys; permit close-outs; warranties; warranty bond; and demobilization required to accomplish the Construction of a Covered Porch at the Neptune Beach Senior Activity Center located at 2004 Forest Avenue Neptune Beach, FL. 32266.

All materials, methods of construction, and standards must be in accordance with Federal, State and City laws, rules, standards, specifications, ordinances and the Contract Documents.

The Buyer will evaluate the Bids and the award will be made to the lowest, best, responsive, and most responsible Bidder selected by the Buyer.

Certified minority business enterprises or minority persons are encouraged to timely submit their Bid for this project consistent with the terms of this Notice. Due consideration also will be given to Bidders, other than certified minority business enterprises or minority persons, whose Bid contains a written plan or summary outlining their intended efforts to use certified minority business enterprises, minority persons as subcontractors, material suppliers or local preference for this project, should Bidder be awarded a contract.

A pre-Bid meeting will be held on **November 9, 2022 2:00 p.m., local time, at "Neptune Beach Senior Activity Center" 2004 Forest Avenue, Neptune Beach. FL. 32266.** Representative of Owner will be present to discuss the Project followed by site visits. Anyone interested in submitting a Bid is strongly encouraged to attend. All Bidders will be responsible for any information discussed at the pre-Bid meeting.

*Questions should be directed in writing by email to the Issuing Office at pw bids@nbfl.us no later than **November 10, 2022 at 4:00 p.m., local time.***

Bids are due at 2:00 p.m., local time, November 16, 2022, at City Hall located at: 116 1st St., Neptune Beach, FL. 32266, and will be opened as soon thereafter as possible in the presence of

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the City Clerk and all other interested persons. The opened Bids will be read aloud, examined for conformance to the specifications, tabulated, and one copy preserved in the custody of the City Clerk's office.

Bids will not be valid unless received in triplicate by the Bid deadline. Sealed packages should be mailed or delivered in person marked on the outside so that it is distinguishable from regular mail and package deliveries with the notation "BID ENCLOSED – CONB Bid No. 2022-03 Senior Activity Center Porch and Exterior Finishes to be opened at 2:00 p.m., local time, November 16, 2022" addressed to the City Clerk, 116 1st St., Neptune Beach, Fl. 32266, so as to guard against opening prior to the date and time set therefore.

Bidding Documents, drawings and any ADDENDA may be obtained from the Issuing Office for the Buyer, 116 1st St. Neptune Beach, Fl. 32266, pwbids@nbfl.us, telephone (904) 270-2400. Bidding Documents are available via email in portable document format (PDF) at no cost. All Bidders shall be responsible for obtaining any information, documents and ADDENDA provided by the Issuing Office prior to the Bid. The Buyer shall not be responsible for full or partial sets of documents including ADDENDA, if any, obtained from sources other than the Issuing Office.

Bids require a five percent (5%) Bid Security in the form of a certified check or bank money order or a Bid Bond and may not be withdrawn after the scheduled opening time for a period of sixty (60) days.

The City of Neptune Beach reserves the right to change the time and date of the pre-Bid meeting, to change the Bid due date and time, to accept any bid, reject any or all bids, to waive informalities and make the award or any portion thereof that, in the Buyer's sole and absolute judgment, will be in the best interest of the Buyer in any manner thereof.

END OF SECTION

This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the controlling Laws and Regulations.

SECTION 00200

INSTRUCTIONS TO BIDDERS

Prepared By



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INSTRUCTIONS TO BIDDERS

ARTICLE 1—DEFINED TERMS

- 1.01 Terms used in these Instructions to Bidders will have the meanings indicated in the General Conditions and Supplementary Conditions. Additional terms used in these Instructions to Bidders have the meanings indicated below.
- A. *Issuing Office*—The office from which the Procurement Bidding Documents and Addenda, if any, are to be issued and where the bidding procedures are to be administered.
 - B. *Procurement Documents or Bidding Documents* —The Bidding Requirements and the proposed Contract Documents (including the advertisement or invitation to bid, Instructions to Bidders, Bid security form, standard forms, the Bid Form with any supplements, and any Addenda).

ARTICLE 2—PROCUREMENT BIDDING DOCUMENTS

- 2.01 Bidder may obtain complete sets of the Procurement Documents, in the number and for the deposit sum, if any, stated in the advertisement or invitation to bid, from the Issuing Office. The deposit will be refunded to each document holder of record who returns a complete set of Procurement Documents in good condition within 30 days after opening of Bids. Bidders must obtain a complete set of the Procurement Documents.
- 2.02 Bidder must use a complete set of the Procurement Documents in preparing the Bid; neither Buyer nor Engineer assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Procurement Documents.
- 2.03 Buyer and Engineer make copies of Procurement Documents available on the above terms only for obtaining Bids for furnishing Goods and Special Services, and do not authorize or confer a license for any other use.

ARTICLE 3—QUALIFICATIONS OF BIDDERS

- 3.01 Buyer may at any time conduct such investigations as Buyer deems necessary to establish the responsibility, qualifications, and financial ability of Bidder, and after the opening of Bids may require a Bidder to submit documentation of its qualifications, including but not limited to financial data and documentation of previous experience providing goods and services comparable to the specified Goods and Special Services.
- 3.02 Bidder is to carefully review those portions of the Bid Form requiring Bidder's representations and certifications.
- 3.03 Within ten (10) calendar days (240 hours) of bid opening date and time, the three (3) apparent lowest bidders shall provide the following minimum information to Buyer to demonstrate Bidders' qualifications, responsibility, responsiveness, and resources to successfully perform and complete the work. If Bidder subsequently does not provide complete information as outlined in this section to the Buyer within 10 days of the Bid Opening, the Buyer may consider Bidder to be in default or

non-responsive and reject the Bid, and the Buyer may then award the Bid to the next lowest conforming, responsive Bidder.

- A. Bidder's License Information: Include a Copy of Bidder's license(s).
- B. Bidder's Federal Employer Identification Number (FEIN).
- C. Bidder's SunBiz Document Number.
- D. Minimum Experience Requirements:
 - 1. Proof that the Bidder has been in business, under the same name, for a minimum of five (5) years.
 - 2. Proof that the Bidder is a licensed Florida General Contractor and has performed satisfactory work for a government entity in Florida within the last three (3) years.
 - 3. Proof of satisfactory completion on a minimum of three (3) reference projects of similar scope, size, and cost to this project, including performing satisfactory work for at least one project for a government entity in Florida as a general contractor. Each of these three (3) reference projects must be verifiable by reference and include the following minimum information:
 - a. Project Name
 - b. Project Location (city, state)
 - c. Brief Description of Project Substantiating Similarity to this Project
 - d. Date of Completion of Project
 - e. Owner's Name
 - f. Owner's Project Manager's Name, Phone Number, and Email Address: Contact
- E. Provide the resumes of the Bidder's proposed project manager and project superintendent with verification that they have a minimum of five (5) years of verifiable experience matching the scope, type and complexity of the construction services performed on this project, that are currently employed with Bidder's company, and the verifiable projects that include contacts, dates, and project descriptive information to the Buyer's complete satisfaction.
- F. Provide a list of all subcontractors proposed for the project who will perform work in the amount equal to, or greater than, \$10,000. Include the following information for each proposed subcontractor:
 - 1. Name of Subcontractor
 - 2. Type of Work Subcontractor will Perform
 - 3. Subcontractor's License Number (if applicable)
 - 4. MBE/WBE Status
 - 5. Local preference (Those business entities located within the city limits of Neptune Beach, Jacksonville Beach, and Atlantic Beach)
- G. Provide the Bidder's documentation of good faith efforts to utilize MBE/WBEs and local preference on this project. In the event of a low tie bid, the low bidder who proposes to

utilize a higher percentage of MBE/WBEs and local preference on the project will receive preference for award.

- H. Current workload (project) commitments: Provide the Bidder's project commitments that includes project start date or projected start date, current project stage, anticipated completion date, contract value, location, brief project description, contact name, current contact phone number, current contact email, project name, Bidder's project manager, and Bidder's superintendent.
- I. Bidder's Bonding capacity verification: Provide the Bidder's bonding capacity verification using the form provided in Section 00440 Bonding Capacity Certification completed by the Bidder's bonding company stating that the Bidder has sufficient available bonding capacity for the project for the bonds required in the contract documents or a letter from the Bidder's bonding company with the equivalent information as the provided Bonding Capacity Certification form in Section 00440. The Contractor shall acquire and execute any Bonds as required in the contract documents prior to award of any contract.
- J. Bidder's Dun & Bradstreet (DUNS) number: Bidder to provide their Dun & Bradstreet (www.dnb.com) DUNS number. Buyer may request most recent financial statements and verifications to demonstrate the bidder has the financial resources to perform this project. Financial statements, when requested, MUST BE SUBMITTED IN A SEPARATE ENVELOPE WITH "FINANCIAL INFORMATION WRITTEN ON THE OUTSIDE. Per Florida Statutes, this information is exempt from public information requests."
- K. Bidder's Insurability: The Bidder shall provide Certificates of Insurance (COI) for all coverages and amounts specified in the Contract Documents within 15 days of Notice of Intent to Award. If Bidder fails to furnish all required insurance verification(s) within 15 days after the Notice of Award, Buyer may consider Bidder to be in default and annul the Notice of Award in accordance with Article 8.
- L. W-9 Federal ID Number Form (Section 00425) completely filled out.
- M. Bidder's Proposed Schedule in days from Notice to Proceed to Final Completion.

ARTICLE 4—SITE VISIT; PRE-BID CONFERENCE

- 4.01 Buyer recommends that Bidder visit the Point of Destination and the site where the Goods are to be installed and Special Services will be provided, taking into account observable local and site conditions that may affect the delivery, cost, progress, and furnishing of the Goods and Special Services. Arrangements for such a visit may be made through the Issuing Office.
- 4.02 It is the responsibility of each Bidder to be familiar with the general nature of the Work and satisfy the Bidder as to all federal, state, and local Laws and Regulations and visit the Site(s) and become familiar with and satisfy Bidder as to the general, local, and Site(s) conditions that may affect cost, progress, and performance of the Work. The Bidder shall consider the information known to Bidder; information commonly known to contractors doing business in the locality of the Site(s); information and observations obtained from visits to the Site(s).
- 4.03 A pre-bid meeting will be held on November 9, 2022 at 2:00 p.m., local time at ***"Neptune Beach Senior Activity Center" 2004 Forest Avenue, Neptune Beach. FL. 32266***. Anyone interested in submitting a bid is strongly encouraged to attend. The pre-bid meeting includes a site visit to

allow the bidders to acquaint and familiarize themselves with site conditions. To limit person-to-person contact please limit attendance to prime and major trades. All bidders will be responsible for any information discussed at the pre-bid meeting and familiarizing themselves with the site.

- 4.04 Interpretations or clarifications considered necessary by Buyer or Engineer in response to questions arising at the pre-bid conference will be issued by Addenda. All Bidders shall be responsible for obtaining Addenda, if any, issued prior to the bid. Only answers in the Addenda will be binding. Oral statements, interpretations, and clarifications may not be relied upon in the preparation of a Bid, and will not be binding or legally effective.
- 4.05 Any additional lands and access required for temporary construction facilities, construction equipment, or storage of materials and equipment to be incorporated in the Work are to be obtained and paid for by Seller.

ARTICLE 5—INTERPRETATIONS AND ADDENDA

- 5.01 All questions about the meaning or intent of the Procurement Documents are to be submitted in writing to the Issuing Office at pwbids@nbfl.us.
- 5.02 Interpretations or clarifications considered necessary by Buyer or Engineer in response to such written questions will be issued by Addenda. All Bidders shall be responsible for obtaining Addenda, if any, issued prior to the bid. Questions received after November 10, 2022 by 4:00 pm, local time may not be answered. Only answers in the Addenda will be binding. Oral statements, interpretations, and clarifications may not be relied upon in the preparation of a Bid, and will not be binding or legally effective.
- 5.03 Addenda may be issued to clarify, correct, or change the Procurement Documents as deemed advisable by Buyer or Engineer.
- 5.04 Bidders shall have no contact related to this solicitation with the Buyer's employees or officials during this solicitation process outside of any pre-Bid meeting. This shall include from the time the solicitation is advertised until after the Bids are submitted. Unauthorized contact with Buyer's employees or officials may result in rejection of the bid. All communications with Buyer shall be in writing to the office indicated in this section or advertisement.

ARTICLE 6—BID SECURITY

- 6.01 A Bid must be accompanied by Bid security made payable to Buyer in an amount of **5 (five)** percent of Bidder's maximum Bid price (determined by adding the base bid and all alternates) and in the form of a Bid bond issued by a surety meeting the requirements of Paragraph 5.01 of the General Conditions. Such Bid bond will be issued in the form included in the Procurement Documents.
- 6.02 The Bid security of the apparent Successful Bidder will be retained until Buyer (Project Owner) awards the Procurement Contract to such Bidder, and such Bidder has executed the Procurement Contract, furnished all required insurance verification, furnish an executed current version of IRS form W-9, furnished the required contract security, and met the other conditions of the Notice of Award, whereupon the Bid security will be released. If the Successful Bidder fails to execute and deliver the Procurement Contract, provide all required insurance verification to the satisfaction of the Buyer, furnish an executed current version of IRS form W-9, and furnish the required contract security within 15 days after the Notice of Award, Buyer (Project Owner) may consider Bidder to be in default and annul the Notice of Award, and the Bid security of that Bidder will be

forfeited, in whole in the case of a penal sum bid bond, and to the extent of Buyer's damages in the case of a damages-form bond. Such forfeiture will be Buyer's exclusive remedy if Bidder defaults.

- 6.03 The Bid security of other Bidders that Buyer believes to have a reasonable chance of receiving the award may be retained by Buyer until the earlier of 7 days after the Effective Date of the Procurement Contract or 61 days after the Bid opening, whereupon Bid security furnished by such Bidders will be released.
- 6.04 Bid security of other Bidders that Buyer believes do not have a reasonable chance of receiving the award will be released within 7 days after the Bid opening.

ARTICLE 7—PROCUREMENT CONTRACT TIMES

- 7.01 The number of days within which, or the dates by which, the work is to be substantially completed and ready for final payment as set forth in the applicable provisions of the Procurement Contract.

ARTICLE 8—LIQUIDATED DAMAGES

- 8.01 Any provisions for liquidated damages, such as those for Seller's failure to attain a specified Milestone such as the delivery of the Goods, substantial completion, and final completion are set forth in the Procurement Contract.

ARTICLE 9—"OR-EQUAL" ITEMS

- 9.01 The Procurement Contract, if awarded, will be based on material and equipment specified in the Procurement Documents without consideration of possible "or-equal" items. Whenever it is specified or described in the Procurement Documents that an "or-equal" item of material or equipment may be furnished or used by Seller if acceptable to the Buyer and/or Engineer, application for such acceptance will not be considered by Buyer and/or Engineer until after the Effective Date of the Procurement Contract. The procedure for submittal of any such application by Seller and consideration by the Buyer and/or Engineer is set forth in the General Conditions and may be supplemented in the Procurement Documents.

ARTICLE 10—PREPARATION OF BID

- 10.01 The Bid Form is included with the Procurement Documents. Additional copies of Procurement Documents may be obtained from the Issuing Office.
- 10.02 All blanks on the Bid Form must be completed and the Bid Form must be signed by an individual authorized to act on behalf of the Bidder. Alterations must be initialed by an individual authorized to act on behalf of the Bidder. A Bid price must be indicated for each Bid item and unit price item in the provided Bid Form. In the case of optional alternates, the words "No Bid" "No Change," or "Not Applicable" may be entered.
- 10.03 Bidder must acknowledge all Addenda by filling in the number and date of each Addendum in the Bid Form and sign where indicated to verify that the Addenda were received. A Bid that does not acknowledge receipt of all Addenda may be considered non-responsive.
- 10.04 Bidder shall:
 - A. Sign the Bid Form as indicated in the Bid Form.

- B. Include evidence of authority to sign.
 - C. Provide information on the individual to be contacted for any communications regarding the Bid including name, postal address, e-mail address, and telephone number.
 - D. Provide evidence of the Bidder's authority and qualification to do business in the locality of the Project, to the extent required, or indicate the ability to obtain such authority and qualification prior to award of the Procurement Contract.
- 10.05 The responsibilities of each Bidder submitting a Bid are described in the Bidder's representations and certifications set forth of the Bid Form.
- 10.06 The submission of a Bid will constitute an incontrovertible representation by the Bidder that:
- A. The Bidder agrees at the time of submitting its Bid that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of its Bid for performance of the Work at the price(s) bid and within the times required, and in accordance with the other terms and conditions of the Procurement Documents.
 - B. The Bidder has provided all written notice prior the submission of its Bid of all conflicts, errors, ambiguities, or discrepancies that Bidder discovers in the Procurement Documents and confirms that the written resolution thereof is acceptable to Bidder.
 - C. The Bidder has satisfied themselves that the Procurement Documents are sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work.
 - D. It is the Bidder's responsibility to read the Procurement Documents and Procurement Contract. Any variances must be clearly noted by the Bidder and attached as an appendix to the Bid. Bids may be considered nonresponsive if the Bidder communicates or submits any variances after the Bid opening date. If no variances or objections are submitted with the Bidder's submission it is hereby implied that no objection is taken with the solicitation documents or contract terms and conditions.

ARTICLE 11—BASIS OF BID; COMPARISON OF BIDS

11.01 *Unit Prices*

- A. Bidder shall enter the unit price Bid for each unit price line item on the Bid Form and enter the product of the unit price times the estimated quantity for that line item. Bidder shall enter the total of products of unit price and estimated quantity for each unit price line item in the space provided to the total on the Bid Form.
- B. The apparent low Bid will be determined on the basis of the total of products of unit price and estimated quantity for each unit price line item.
- C. Discrepancies between the indicated figures and the arithmetically correct sum will be resolved in favor of the arithmetically correct sum.

11.02 *Buyer's Contingency Allowance*

- A. If Buyer has stipulated a Buyer's Contingency Allowance in the Bid Form, such Buyer's Contingency Allowance is the same for all Bidders and is not a factor in determining the apparent low Bid.

- 11.03 Award may be made to the responsible Bidder that provides the lowest Bid amount for any combination of Parts to the Base Bid plus selected additive Alternate Bids which Buyer determines provides the most beneficial combination of alternatives within the funds available.

ARTICLE 12—SUBMITTAL OF BID

- 12.01 Bidder shall refer to the Request for Bids (advertisement) for specific identification of the date, time, and place where Bids are to be submitted.
- 12.02 Bidder must submit one separate unbound copy of the completed Bid Form, and, if required, the Bid Security and the other documents required to be submitted under the terms of the Bid Form.
- 12.03 A Bid must be submitted in triplicate no later than the date and time prescribed and at the place indicated in the advertisement or invitation to bid. Submit the Bid in an envelope plainly marked on both sides with the "BID ENCLOSED", Project title, Bid number, bid opening date and time, and the name and address of Bidder. Enclose the Bid security and other documents required to be submitted with the Bid as listed in the Bid Form. If a Bid is sent by mail or other delivery system, the sealed envelope containing the Bid shall be enclosed in a separate package plainly marked on the outside with the notation "BID ENCLOSED" on both sides so as to guard against opening the Bid prior to the date and time set therefore and easily identifiable from normal mail and deliveries.
- 12.04 All Bidders will be responsible for any information provided by the Issuing Office.
- 12.05 Bids will not be valid unless received in triplicate before the Bid deadline identified the Request for Bids (advertisement).
- 12.06 Bidders will be responsible for any Bid submission prior to date and time set therefore.

ARTICLE 13—MODIFICATION OR WITHDRAWAL OF BID

- 13.01 A Bid may be modified or withdrawn by a document duly signed in the same manner that a Bid must be signed and delivered to the place where Bids are to be submitted prior to the date and time for the opening of Bids.
- 13.02 If, within 24 hours after Bids are opened, any Bidder files a duly signed written notice with Buyer and promptly thereafter demonstrates to the reasonable satisfaction of Buyer that there was a material and substantial mistake in the preparation of its Bid, that Bidder may withdraw its Bid, and the Bid security will be returned. Thereafter, if the Work is rebid, that Bidder will be disqualified from further bidding on the Work.

ARTICLE 14—OPENING OF BIDS

- 14.01 Bids will be publicly opened at the time and place indicated in the Request for Bids (advertisement) and read aloud, unless obviously non-responsive. An abstract of the amounts of

the Base Bids and Alternate Bids, if any, will be made available to Bidders after Bids have been opened and reviewed by the Buyer.

ARTICLE 15—BIDS TO REMAIN SUBJECT TO ACCEPTANCE

- 15.01 All Bids will remain subject to acceptance for the period stated in the Procurement Documents, but the Buyer may, in its sole discretion, release any Bid and return the Bid security prior to the end of this period.

ARTICLE 16—EVALUATION OF BIDS AND AWARD OF PROCUREMENT CONTRACT

- 16.01 Buyer reserves the right to reject any and all Bids, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional Bids. Buyer also reserves the right to waive all informalities not involving price, time, or changes in the Goods and Special Services.
- 16.02 Buyer further reserves the right to reject the Bid of any Bidder whom it finds, after reasonable inquiry and evaluation, to not be responsible or the Bidder, is behind by 10 percent or more on completing an approved progress schedule for the Buyer at the time of advertising the work. A Bid may be found to be irregular or non-responsive by reasons that include, but are not limited to, failure to utilize or complete the prescribed forms, modifying the Bid specifications, submitting conditional Bids, incomplete Bids, submitting indefinite or ambiguous Bids, executing forms or the Bid sheet with improper and/or undated signatures, failure to provide all required information Bids containing any conditions, omissions, unexplained erasures, alterations of the provided bid documents or forms, or items not called for in the bid documents. Other conditions which may cause rejection of the Bids include, evidence of collusion among Bidders, obvious lack of experience or expertise, and failure to perform or meet financial obligations on previous agreements. Buyer may also reject the Bid of any Bidder if the Buyer believes that it would not be in the best interest of the Project to make an award to that Bidder. Owner also reserves the right to waive all informalities not involving price, time, or changes in the Work and to negotiate contract terms with the Successful Bidder.
- 16.03 Buyer will reject the Bid of any Bidder that Buyer finds, after reasonable inquiry and evaluation, to not be responsible.
- 16.04 Buyer will reject the Bid of any Bidder that the Buyer finds that the Seller failed to furnish a Bid Security, complete, properly executed, and in the minimum amount stated.
- 16.05 In evaluating Bids, Buyer will consider whether the Bids comply with the prescribed requirements, and such alternates, unit prices, and other data as may be requested in the Bid Form or may be requested from Bidders prior to a Notice of Award.
- 16.06 In evaluating Bidders, Buyer will consider the qualifications of Bidders, WBE/MBE utilization, local preference utilization and may consider the qualifications and experience of Subcontractors, Suppliers, and other individuals or entities proposed for those portions of the Work for which the identity of Subcontractors, Suppliers, and other individuals or entities must be submitted as provided in the Procurement Documents. In the event of a low tie bid, the low bidder who proposes to utilize a higher percentage of MBE/WBEs and local preference on the project will receive preference for award.

- 16.07 If the Buyer awards the Procurement Contract, such award will be to the lowest, best, responsive, and most responsible bidder.
- 16.08 The Buyer will evaluate the Bids and the award will be made to the lowest responsive, responsible bidder. Certified minority business enterprises or minority persons as defined in F.S.s. 288.703 are encouraged to timely submit their bid for this project consistent with the terms of this Notice. Due consideration also will be given to bidders, other than certified minority business enterprises or minority persons, who agree to use certified minority business enterprises or minority persons as subcontractors or material suppliers for this project, should they be awarded this bid.
- 16.09 The lowest, responsive, responsible bidder may voluntarily reduce its bid price or prices provided such reduction is not conditioned on, or does not result in, the modification or deletion of any specifications or conditions contained in the Procurement Documents that would alter the determination of which the bidder would be awarded or portion thereof when in the best interest of the Buyer.

ARTICLE 17—BONDS AND INSURANCE

- 17.01 The General Conditions and the Supplementary Conditions set forth Buyer's requirements as to performance and payment bonds and insurance. When the Successful Bidder delivers the signed Procurement Agreement to Buyer, it must be accompanied by such bonds and acceptable evidence of insurance.

ARTICLE 18—SIGNING OF PROCUREMENT AGREEMENT

- 18.01 When Buyer issues a Notice of Award to the Successful Bidder, it will be accompanied by the unsigned counterparts of the Procurement Documents. Within 15 days thereafter, Successful Bidder must execute and deliver the required number of counterparts of the Procurement Agreement and any bonds and insurance documentation required to be delivered by the Procurement Documents to Buyer. The Buyer will deliver one fully executed counterpart of the Procurement Agreement to Successful Bidder, together with printed and electronic copies of the Procurement Documents.

ARTICLE 19—SALES AND USE TAXES

- 19.01 State sales and use taxes on materials and equipment to be incorporated in the Work shall be included in the Bid. However, the Buyer is exempt from state sales and use taxes on materials and equipment to be incorporated in the Project.
- 19.02 At the Buyer's option, the Seller shall be required to provide the Buyer with the details of his Purchase Order(s), including quote(s), vendor name, address, and quantity and type of materials and/or equipment being ordered. The Buyer may choose to order the major materials and/or equipment direct. Should the Buyer choose to do this, any payment that is made direct by the Buyer (plus an amount equal to the sales tax that would have been paid by the Seller) for the materials shall be a direct deduct from the Seller's contract as if the payment were made direct to the Contractor. The whole purpose of this provision is to save the amount of sales taxes that would be otherwise assessed to the Contractor for the major material purchases.
- 19.03 Should the Buyer choose to purchase any materials and/or equipment for tax saving purposes, it shall be the Seller's responsibility to ensure conformance with Contract Documents, coordinate

ordering, deliveries, submit Shop Drawings, receive and verify accuracy of such shipments and, unload such shipments as if Seller had purchased the materials direct. Any Shop Drawings received directly by the Buyer from the suppliers will be forwarded by the Buyer to the Seller for the Seller's review of accuracy and correctness of the Shop Drawings, and the Seller shall provide an approval action on each product. The Seller shall submit Shop Drawings to the Buyer and/or the Engineer for review and approval action. After the Seller and Engineer have reviewed and approved the Shop Drawings, they then shall be submitted to the Buyer for review.

- 19.04 The Contractor shall include all risk of loss and bear the cost of insurance on all materials purchased tax exempt. Once the Buyer's Purchase Order is prepared, then it will be returned to the Contractor for proofing and mailing to the vendor.

SECTION 00300

BID FORM

CONB BID NO. 2022-03
Neptune Beach Senior Activity Center
Porch and Exterior Finishes

This Bid is submitted to **The City of Neptune Beach.**

In submitting this Bid, the Bidder represents that:

1. The Bidder, hereby declares that the only person or persons interested in the proposal as Principal(s) is (or are) named herein and that no other person who is herein mentioned has any interest in this proposal or in the contract to be entered into; that this proposal is made without connection with any other person, company, or parties making a bid or proposal; and that it is in all respects fair and in good faith, without collusion, fraud or coercive practices;
2. The Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid, and the Bidder has not solicited or induced any individual or entity to refrain from bidding;
3. The Bidder further declares that the Bidder has examined the Point of Destination and the site of the Work and is fully informed in regard to all conditions pertaining to the places where the Work is to be performed that may affect the delivery, cost, progress, or furnishing the Work;
4. The Bidder is familiar with and is satisfied as to the observable local and site conditions that may affect delivery, cost, progress, and furnishing all necessary materials, equipment, machinery, tools, apparatus, means of transportation, permits and labor necessary to complete the Work;
5. The Bidder has carefully examined and studied the Procurement Documents for the Work, and that the Bidder has read all the provisions furnished prior to the opening of bids, and that the Bidder is satisfied as to the work to be performed;
6. The Bidder is familiar with and is satisfied as to all Laws and Regulations that may affect the cost, progress, and performance to provide all necessary materials, equipment, machinery, tools, apparatus, means of transportation, permits and labor necessary to complete the Work;
7. The Bidder further understands that the Buyer reserves the right to waive formalities in any Bid, to reject any or all bids with or without cause, and/or to accept the Bid or any portion thereof that, in the Buyer's sole and absolute judgment, will be in the best interest of the Buyer;
8. Bidder accepts all terms and conditions of the Procurement Documents;
9. The Bidder has carefully studied, considered, and correlated the information known to Bidder with respect to the effect of such information on the cost, progress, and performance to provide all necessary materials, equipment, machinery, tools, apparatus, means of transportation, permits and labor necessary to complete the Work;
10. Bidder has given the Buyer and/or the Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Procurement Documents, and the written resolution (if any) thereof is acceptable to Bidder;
11. The Procurement Documents are generally sufficient to indicate and convey understanding of all

terms and conditions for performance of Seller's obligations under the Procurement Contract;

12. The Bidder proposes and agrees, if this Bid is accepted, to contract with the Buyer in the form of contract specified, to furnish all necessary materials, equipment, machinery, tools, apparatus, means of transportation, permits and labor necessary to complete the contract in full and complete it in accordance with the Procurement Documents to the full satisfaction of the contract with the Buyer with a definite understanding that no money will be allowed for extra work except as set forth in the General Conditions, Special Conditions, and contract documents.
13. The submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of the Procurement Documents, that without exception the Bid (including all Bid prices) is premised upon furnishing all necessary materials, equipment, machinery, tools, apparatus, means of transportation, permits and labor necessary to complete the Work as required by the Procurement Documents.

Bid Schedule:

Unit Price Bids: The Bidder will furnish all necessary materials, equipment, machinery, tools, apparatus, means of transportation, permits and labor necessary to complete the Work in accordance with the Procurement Documents for the following Unit Price(s):

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Amount
1	Mobilization & Demobilization (3% Max)	LSum.	1	\$	\$
2	Bonds and Insurance	LSum.	1	\$	\$
3	General Conditions including: shop drawings, temporary toilets, dumpsters, shipping, temporary erosion controls, construction layout and staking, permits, notice of commencement, notice of termination, surveying, as-builts, temporary shoring and protection, permit close-out, temporary utilities, utility locating, utility coordination, utility relocations, utility owner coordination, etc.	LSUM.	1	\$	\$
4	16x16x12 Type "A" Foundations	LSUM	34	\$	\$
5	16x24x12 Type "B" Foundations	LSUM	4	\$	\$
6	16x20x12 Type "C" Foundations	LSUM	26	\$	\$
7	24x24x12 Type "D" Foundations	LSUM	3	\$	\$
8	8x8x12 CMU Pier (5 ea. Per pier)	ea	130	\$	\$
9	8x12x12 CMU Pier (5 ea. Per Pier)	ea	15	\$	\$
10	10" #5 Rebar	ea	240	\$	\$
11	18" #5 Rebar	ea	28	\$	\$
12	48" #5 L-Bar (rebar)	ea	58	\$	\$
13	Concrete	CY	5.25	\$	\$

14	2x12x20 Joists & Posts	ea	10	\$	\$
15	2x12x18 Joists & Posts	ea	12	\$	\$
16	2x12x16 Joists & Posts	ea	50	\$	\$
17	2x12x10 Joists & Posts	ea	18	\$	\$
18	2x12x8 Joists & Posts	ea	7	\$	\$
19	2x10x14 Joists & Posts	ea	66	\$	\$
20	2x10x12 Joists & Posts	ea	2	\$	\$
21	2x10x10 Joists & Posts	ea	20	\$	\$
22	2x10x8 Joists & Posts	ea	14	\$	\$
23	6x6x10 Joists & Posts	ea	68	\$	\$
24	ABU66Z (10) Joists & Posts	ea	68	\$	\$
25	WA62600 5/8x6" (20) Joists & Posts	ea	68	\$	\$
26	LUS210Z (50)	ea	244	\$	\$
27	LUS210-2Z (25)	ea	24	\$	\$
28	2x12x16 Beams & Roof	ea	4	\$	\$
29	2x12x10 Beams & Roof	ea	24	\$	\$
30	2x12x8 Beams & Roof	ea	17	\$	\$
31	2x12x12 Beams & Roof	ea	2	\$	\$
32	2x12x18 Beams & Roof	ea	90	\$	\$
33	2x10x16 Beams & Roof	ea	24	\$	\$
34	2x10x24 Beams & Roof	ea	6	\$	\$
35	2x10x20 Beams & Roof	ea	2	\$	\$
36	2x10x10 Beams & Roof	ea	3	\$	\$
37	2x10x8 Beams & Roof	ea	4	\$	\$
38	2x6x24 Beams & Roof	ea	2	\$	\$
39	2x8x16 Beams & Roof	ea	2	\$	\$
40	2x8x12 Beams & Roof	ea	2	\$	\$
41	2x8x10 Beams & Roof	ea	2	\$	\$
42	2x8x8 Beams & Roof	ea	1	\$	\$
43	2x10 slope hanger	ea	60	\$	\$
44	2x10 slope skew right	ea	24	\$	\$
45	2x10 slope skew left	ea	24	\$	\$
46	Simpson HUC210 (25)	ea	2	\$	\$
47	Simpson H2.5A (100)	ea	200	\$	\$
48	7/16x4x8 OSB	ea	100	\$	\$
49	PSCA 7/16 (250)	ea	1000	\$	\$
50	High Temp Ice and Water	ea	16	\$	\$
51	5/4x6x16 STD TR Decking	ea	355	\$	\$
52	Wood Railing	LF	385	\$	\$
53	2x12 Stringers	ea	10	\$	\$
54	24" Standing Seam Metal Roof	sq	26	\$	\$
55	Metal Drip	LF	240	\$	\$
56	Metal Flashing	LF	140	\$	\$
57	Horizontal Hardie Board Siding	SF	40	\$	\$
58	Column Top & Bottom Trim	LF	24	\$	\$
59	Decorative Vinyl Shutter Sets	ea	3	\$	\$
60	Vinyl Lattice	SF	342	\$	\$

61	Furnish all equipment, materials, and Labor to Complete Porch, Roof, ADA Ramps, and stairs	LSUM	1		
62	Furnish all equipment, materials and labor to complete Dry Swale	LSUM	1		
63	Furnish all equipment, materials, and labor to tie in existing roof drainage system to proposed swale with positive drainage	LSUM	1	\$	\$
64	Install Ceiling Mounted Light	ea	13	\$	\$
65	Install Wall Mounted Light	ea	4	\$	\$
66	Install Wall Mounted GFI, WP 120v Duplex Receptacle 12" Aff. U.N.O.	ea	5	\$	\$
67	Install wall mounted exterior switch 48" Aff U.N.O.	ea	8	\$	\$
68	Install ceiling fan mounted with light	ea	4	\$	\$
69	2-Year Warranty Bond	LSUM	1	\$	\$
70	Site Restoration & Final Clean-Up	LSUM	1	\$	\$
71	Disposal and Disposal Fees	LSUM	1	\$	\$
Total of All Unit Price Bid Items					\$

Bidder acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Procurement Contract Documents. Bidder also acknowledges that each unit price includes an amount considered by Bidder to be adequate to cover Bidder's overhead and profit for each separately identified item.

The Bid Price is supplemented by the following Buyer's Contingency Allowance, as described in the Procurement Documents.

Buyer's Contingency Allowance: \$10,000.00 _____
(Numerals)

The Total Bid Price is the sum of the Lump Sum Bid Price, the Total of All Unit Price Bid Items, and the Buyer's Contingency Allowance. The Total Bid Price, if accepted and incorporated in the Procurement Contract to be awarded, will be subject to any Buyer-accepted Alternates and to final Unit Price and Buyer's Contingency Allowance adjustments.

Total Bid Price: \$ _____
(Numerals)

Addendum Receipt:

Bidders shall acknowledge below the receipt of all addenda, if any, to plans and specifications.

ADDENDUM NO. _____ DATED _____

ADDENDUM NO. _____ DATED _____

ADDENDUM NO. _____ DATED _____

Bidder's DUNS Number: _____

Bidder's FEIN Number: _____

Bidder's License Information:

Bidder's License Type: _____

Bidder's License Category (if any): _____

Bidder's License Special Qualification (if any): _____

Bidder's License No: _____

Bidder's License State: _____

License Name/Organization: _____

Bidder's Utility Sub-Contractor License Information:

Utility Sub-Contractor's License Type: _____

Utility Sub-Contractor's License Category (if any): _____

Utility Sub-Contractor's License Special Qualification (if any): _____

Utility Sub-Contractor's License No: _____

Utility Sub-Contractor's License State: _____

License Name/Organization: _____

MBE/WBE Utilization:

Total MBE/WBE percent utilization on this project: _____ %

Total local preference percent utilization on this project: _____ %

List MBE/WBE firms and local firms from within Cities of Neptune Beach, Jacksonville Beach, and Atlantic Beach utilized on this project:

	Prime	Sub	Supplier	MBE WBE	Local
1. _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

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3.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Unauthorized Alien Statement:

The bidder acknowledges and agrees that any contract awarded will include a requirement that the bidder register with and use the E-Verify System as provided in Fla. Stat. §448.095. Further, the bidder acknowledges and agrees that if the bidder enters a contract with any subcontractor, the subcontractor must provide the bidder with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with any unauthorized aliens.

List of Major Sub Contractors:

Bidders are required to list, on this Bid Form, all major sub-contractors who will perform work of \$10,000 or more on this Contract during the execution of the Work. Failure to complete the list may be cause for declaring the Proposal irregular and disqualifying the Bid.

The successful Bidder shall employ the subcontractors listed hereunder for the class of Work indicated, which list shall not be modified in any way without the written consent of the City of Neptune Beach.

The Bidder expressly agrees that:

1. If awarded a Contract as a result of this Proposal, the major subcontractors used in the execution of the Work will be those listed below.
2. The Bidder represents that the subcontractors listed below are financially responsible and are qualified to do the Work required.

Category of Class	Name of Subcontractor, license type, and license no.	Address of Subcontractor

At the Buyer's option, the Bidder shall be required to provide the Buyer with the details of Bidder's Purchase Order, including vendor quote(s), vendor name, address, and quantity and type of materials being ordered. The Buyer may choose to order the major materials and/or equipment direct. Should the Buyer choose to do this, any payment that is made direct by the Buyer (plus an amount equal to the sales tax that would have been paid by the Bidder) for the materials shall be a direct deduct from the Bidder's contract as if the payment were made direct to the Bidder. The whole purpose of this provision is to save the amount of sales taxes that would be otherwise assessed to the Bidder for the major material purchases.

It shall be the Bidder's responsibility to ensure conformance with contract requirements, coordinate ordering, deliveries, submit Shop Drawings, receive and verify accuracy of such shipments and, unload such shipments as if Bidder had purchased the materials direct. Any Shop Drawings received directly by the Buyer from the suppliers will be forwarded by the Buyer to the Bidder for the Bidder's review of accuracy and correctness of the Shop Drawings, and the Bidder shall provide an approval action on each product. The Bidder then shall submit Shop Drawings to the Buyer and/or the Engineer for review and approval action.

The Bidder shall include all risk of loss and bear the cost of insurance on all materials purchased tax exempt. Once the Buyer's Purchase Authorization is prepared, then it will be returned to the Bidder for proofing and mailing to the vendor.

The Bidder further proposes and agrees to commence work under the Bidder's contract on a date to be specified in the Notice-to-Proceed and shall complete all work there under within the time schedule in the Agreement.

The Bidder has fully reviewed and informed themselves regarding the Bidding Documents. The Bidder, by submitting a Bid to the Buyer, warrants that the Bidder conforms with all specified requirements including experience, present commitments, schedule, necessary facilities, MBE/WBE utilization, local preference, insurance verification, bonding capacity, local license(s), required Form(s), ability, and financial resources contained in the Bidding Documents. The Bidder shall provide any required proof of experience, license(s), form(s), coverages, requirements, and limits specified in the Bidding Documents within 10 days of the Bid Opening or the Owner may consider Bidder to be in default or non-responsive and reject the Bid and the Owner may then award the Bid to the next lowest conforming, responsive Bidder.

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

1. Required Bid Security
2. Section 00430 - Trench Safety Affidavit
3. Section 00420 - Sworn Statements, Acknowledgements, And Affidavits
 - a. Non-Collusion Affidavit
 - b. Certification Regarding Lobbying
 - c. Anti-Kickback Affidavit
 - d. Sworn Statement on Public Entity Crimes
 - e. Drug-Free Workplace Form

Refer to Section 00200, Instructions to Bidders, for items required to be submitted post-Bid by the three apparent lowest bidders.

[Reminder of this page intentionally left blank]

This Bid is offered by:

Bidder:

(typed or printed name of organization)

By:

(individual's signature)

Date:

(date signed)

Name:

(typed or printed)

Title:

(typed or printed)

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

Attest:

(individual's signature)

Title:

(typed or printed)

Address for giving notices:

Designated Representative:

Name:

(typed or printed)

Title:

(typed or printed)

Address:

Phone:

Email:

License No.:

Classification:

Limitation:

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**SECTION 00400
BID BOND**

STATE OF FLORIDA)
)
SS. COUNTY OF DUVAL)

KNOW ALL MEN BY THESE PRESENTS, that _____

_____ as Principal, and

_____, as Surety,

a Corporation chartered and existing under the laws of the State of _____, with its principal offices in the City of _____, and authorized to do business in the State of Florida are held and firmly bound unto the City of Neptune Beach, in the full and just sum of FIVE PERCENT (5%) of the actual total amount of the Bid or Proposal, lawful money of the United States, for the payment of which sum will and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

The condition of this obligation is such, that whereas the principal has submitted the accompanying bid, dated _____, 202__, for:

**NEPTUNE BEACH SENIOR ACTIVITY CENTER
PORCH AND EXTERIOR FINISHES
CONB BID NO. 2022-03
CITY OF NEPTUNE BEACH, FLORIDA**

NOW, THEREFORE:

- A. If the principal shall not withdraw said bid within sixty (60) days after date of opening of the same, and shall within ten (10) days after the prescribed forms are presented to him for signature, enter into a written contract with the Owner in accordance with the bid as accepted, and give bonds with good and sufficient surety or sureties, as may be required, for the faithful performance and proper fulfillment of such contract, then the above obligations shall be void and of no effect, otherwise to remain in full force and effect.
- B. In the event of the withdrawal of said bid within the period specified, or the failure to enter into such contract and give such bonds within the time specified, if the principal shall pay the Owner the difference between the amount specified in said bid and the amount for which the Owner may procure the required work and supplies, if the latter amount be in excess of the former, then the above obligations shall be void and of no effect, otherwise to remain in full force and effect.

IN WITNESS WHEREOF, the above bounded parties have executed this instrument under their several seals, this ____ day of _____, 202__, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

00400-1

WITNESSES: (If Sole Ownership or Partnership, two (2) witnesses required)
(If Corporation, Secretary Only will attest and affix seal)

WITNESSES:

PRINCIPAL:

Name of Firm

Signature of Authorized (Affix Seal)

Title

Business Address

City, State & Zip Code

WITNESSES:

SURETY:

Corporate Surety

Attorney-in-Fact (Affix
Seal) Business Address

City, State & Zip Code

Name of Local Insurance Agency

00400-2

CERTIFICATES AS TO CORPORATE PRINCIPAL

I, _____, certify that I am the Secretary of the Corporation named as Principal in the within bond; that _____ who signed said bond on behalf of the principal, was then _____ of said corporation; that I know his signature, and his signature hereto is genuine; and that said bond was duly signed, sealed, and attested for and in behalf of said corporation by authority of its governing body.

Secretary

(Corporate Seal)

STATE OF FLORIDA)
)
SS: COUNTY OF DUVAL)

Before me, a Notary Public duly commissioned, qualified and acting, personally appeared _____, to be well known, who being by me first duly sworn upon oath, says that he is the Attorney-in-Fact, for the _____ and that he has been authorized by _____ to execute the foregoing bond on behalf of the Contractor named therein in favor of the Owner, the _____

Sworn and Subscribed to before me this _____ day of _____, 202__.

Notary Public

(Attach Power of Attorney
to original Bid Bond)

(Printed Name)

State of Florida at Large (Seal)

My commission expires: _____

**END OF SECTION
00400-3**

SECTION 00420
SWORN STATEMENTS, ACKNOWLEDGEMENTS, AND AFFIDAVITS

1. NON-COLLUSION AFFIDAVIT

State of Florida

County of Duval

_____ (“Affiant”), being first duly sworn, deposes and says that:

1. Affiant is _____ of _____, (the “Bidder”) and has submitted the attached Bid;
2. Affiant has personal knowledge of the matters set forth herein and is competent to testify:
3. Affiant is fully informed respecting the preparation and contents of the attached Bid and all pertinent circumstances respecting the Bid;
4. The Bid is genuine and is not collusive or a sham Bid;
5. Neither the Bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including the Affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly with any other Bidder, firm, or person to submit a collusive or sham Bid, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm, or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit, or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Neptune Beach or any person interested in the proposed Contract.

By: _____

Title: _____

Subscribed and sworn before me this _____ day of _____, 202__, by
_____, who is personally known to me or has produced
_____ as identification. _____

Notary Public

My Commission expires: _____

(Affix Seal)

Print Name

00420-1

2. Certification Regarding Lobbying

Certification for Contracts, Grants, Loans, and Cooperative Agreements
Appendix "A" – 49 CFR Part 20

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal Contract, the making of any Federal Grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employees of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form – LLL, "Disclosure Form to Report Lobbying," in accordance with the instructions {as amended by "Government Wide Guidance for New Restrictions on Lobbying," Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, et. seq.)}
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. sec. 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to Civil Penalty of not less than \$10,000 and not more than \$100,000 for each such failure. {Note: Pursuant to 31 U.S.C. sec. 1352 (c) (1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure}.

The Contractor, _____, certified or affirms the truthfulness and accuracy of each statement of its certifications and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, et. seq., apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date: _____

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3. Anti-Kickback Affidavit

State of Florida

County of Duval

I, the undersigned hereby duly sworn, depose and say that no portion of the sum herein bid will be paid to any employees of the City of Neptune Beach, its elected officials, or its consultants, as a commission, kickback, reward or gift, directly or indirectly by me or any member of my firm or by an officer of the corporation.

By: _____

Title: _____

Subscribed and sworn before me this _____ day of _____, 202__, by

_____, who is personally known to me or has produced

_____ as identification. _____

Notary Public

My Commission expires: _____

(Affix Seal)

Print Name

SPACE INTENTIONALLY LET BLANK

00420-3

4. Sworn Statement on Public Entity Crimes
Section 287.133 (3) (a), Florida Statutes

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

This sworn statement is submitted to the City of Neptune Beach

by: _____
(Print Name and Title)

for: _____
(Print Name of Entity Submitting Sworn Statement)

whose business address is:

and (if applicable) its Federal Employer Identification Number (FEIN) is: _____

If the entity has no FEIN, include the Social Security Number of the individual signing this sworn Statement.

I, the undersigned, understand that a, "public entity crime" as defined in Paragraph 287.133(1)(9)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or the United States, including, but not limited to, any bid or contract for goods and services to be provided to any public entity or an agency or political subdivision of any other state or the United States involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

Further, I, the undersigned, understand that, "convicted," or, "conviction," as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction or a public entity crime, with or without an adjudication of guilt, in any Federal or State Trial Court of record relating to charges brought by indictment or information after July 1, 29189, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

I, the undersigned, understand that an, "affiliate," as defined in Paragraph 287.133(1)(a), Florida Statutes means:

- a. A predecessor or a successor of a person convicted of a public entity crime; or

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- b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term, "affiliate," includes those officers, director, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person control another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding thirty-six (36) months shall be considered an affiliate.

I, the undersigned, understand that a, "person," as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term, "person," includes those officers, director, executives, partners, shareholders, employees, members, and agents who are active in the management of an entity.

Based on information and belief, the statement that I have marked below is true in relation to the entity submitting the sworn statement. **[Indicate which statement applies by initialing.]**

_____ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity, has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ This entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity, has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ This entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity, has been charged with and convicted of a public entity crime subsequent to July 1, 1989. HOWEVER, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. **[Attach a copy of the final order.]**

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I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

By: _____

Title: _____

Subscribed and sworn before me this _____ day of _____, 202__, by
_____, who is personally known to me or has produced
_____ as identification. _____

Notary Public

My Commission expires: _____

(Affix Seal)

Print Name

SPACE INTENTIONALLY LEFT BLANK

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5. Drug-Free Workplace Form

The undersigned vendor in accordance with Section 287.087, Florida Statutes, hereby certifies that

_____ does:

(Name of Business)

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

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

Proposer's Signature

Date

END OF SECTION

00420-7

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ► _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
5 Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)
6 City, state, and ZIP code	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
				-			-		
or									
Employer identification number									
				-					

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign
Here

Signature of
U.S. person ►

Date ►

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting*, later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the instructions for Part II for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships*, earlier.

What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note: ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• Partnership	Partnership
• Trust/estate	Trust/estate

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.SSA.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/Businesses and clicking on Employer Identification Number (EIN) under Starting a Business. Go to www.irs.gov/Forms to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to www.irs.gov/OrderForms to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor ²
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
6. Sole proprietorship or disregarded entity owned by an individual	The owner ³
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor*

For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity ⁴
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee

For this type of account:	Give name and EIN of:
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships*, earlier.

***Note:** The grantor also must provide a Form W-9 to trustee of trust.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at spam@uce.gov or report them at www.ftc.gov/complaint. You can contact the FTC at www.ftc.gov/idtheft or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see www.IdentityTheft.gov and Pub. 5027.

Visit www.irs.gov/identityTheft to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

SECTION 00440
BONDING CAPACITY CERTIFICATION LETTER

OWNER:

City of Neptune Beach
116 1st Street
Neptune Beach, FL 32266
904-270-2400

BIDDER:

Firm Name: _____

Address: _____

City, State, Zip: _____

Phone: _____

This letter serves as a certified statement that the Surety Company's authorized bonding Capacity for the referenced Bidder will not be exceeded by the inclusion of Bidder's Submitted Bid for Neptune Beach Senior Activity Center Porch and Exterior Finishes.

The present limits on bonding for the referenced Bidder are as follows:

\$ _____ each occurrence

\$ _____ aggregate

Percentage of bonding capacity expended with inclusion of this Bid _____%

Bidder's Bonding Rate _____%

Amount of ALL projects that the Bidder is currently preparing bid/proposals and/or have not yet been awarded:

\$ _____

(Amount indicated above must be representative of all projects inclusive of delivery methods such as the following but not limited to: Competitive Bids, Competitive Sealed Proposals, Design-Build, Construction Manager at Risk, Job Order Contracting etc.,) Issuance and approval of any bond shall be predicated on the most current financial and job information available to the underwriter on the date that the bond is issued. The Surety Company hereby certifies that they are duly authorized by certificate of authority issued by the State of Florida and that they are rated as follows:

A.M. Best Rating: _____

Financial Size Category: _____

Notes: This is the only acceptable format for the Surety's Bonding Capacity Certification Letter. This statement must be notarized (on an original document with an embossed stamp). Power of Attorney form must be attached.

SURETY COMPANY

Surety Company Name: _____

Address: _____

City, State, Zip Code: _____

Authorized Signature: _____

Date: _____

STATE OF _____ COUNTY OF _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority _____ who after first being
sworn by me, affixed his/her _____ (name of individual signing)
signature in the space provided above on this _____ day of _____, 20__.

My commission expires:

NOTARY PUBLIC

END OF SECTION

00440-1

SECTION 450
CERTIFICATE OF INSURANCE FORM

THIS IS TO CERTIFY THAT THE _____
(Insurance Company)

Address _____

of _____

has issued policies of insurance, as described below and identified by a policy number, to the insured named below; and to certify that such policies are in full force and effect at this time. It is agreed that none of these policies will be canceled or changed so as to affect the interest(s) of the City of Neptune Beach (hereinafter sometimes called the Owner) until thirty (30) days after written notice of such cancellation or change has been delivered to the City Clerk, copy to City Manager.

Insured _____

Address _____

Status of Insured: _____ Corporation _____ Partnership _____ Individual

Location of Operations Insured _____

Description of Work:

NBSAC Porch & Exterior Finishes

CITY OF NEPTUNE BEACH, FLORIDA

INSURANCE POLICIES IN FORCE:

Forms of Coverage	Policy Number	Exp. Date
Workers Comp./Employers Liability	_____	_____
Comprehensive Automobile Liability	_____	_____
Comprehensive General Liability	_____	_____
Excess Liability	_____	_____
Other (Please specify type:_____)	_____	_____

POLICY INCLUDES COVERAGE FOR:		YES	NO
1.	Additional Insured: Owner & Engineer	_____	_____
2.	Liability under the United States Longshoremen's and Harbor Workers' Compensation Act.	_____	_____
3.	All owned, hired, or non-owned automotive equipment used in connection with work done for the Owner.	_____	_____
4.	Contractual Liability	_____	_____
5.	Damage caused by explosion, collapse or structural injury, and damage to underground utilities.	_____	_____
6.	Products/Completed Operations	_____	_____
7.	Owners and Contractors Protective Liability	_____	_____
8.	Personal Injury Liability	_____	_____
9.	Excess Liability applies excess of:	_____	_____
	(a) Employers Liability	_____	_____
	(b) Comprehensive General Liability	_____	_____
	(c) Comprehensive Automobile Liability	_____	_____

TYPES OF POLICY	FORMS OF COVERAGE	LIMITS OF LIABILITY	
Workers' Compensation	Bodily Injury	\$	Statutory
Employers Liability	Bodily Injury	\$_____	Each Accident
	Disease	\$_____	Each Person
	Disease	\$_____	Policy Limit
Comprehensive Auto Liability	Combined Single Limit BI/PD	\$_____	Each Accident

Bodily Injury \$_____ Each Occurrence

 \$_____ Aggregate

Property Damage \$_____ Each Occurrence
\$_____ Aggregate

Combined Single \$_____ Each Occurrence

Limit BI/PD \$_____ Aggregate

Occurrence

Excess Liability Combined Single
Limit BI/PD \$_____Aggregate

The Insurance Company hereby agrees to deliver, within ten (10) days, two (2) copies of the above policies to the City Manager when so requested.

Date: _____ (SEAL) _____

Issued at: _____ Insurance Company

Insurance Agent or Company _____

Authorized Representative _____

City of Neptune Beach
Attn: Catherine Ponson, CMC, City Clerk
116 1st St.
Neptune Beach, Fl. 32266

END OF SECTION

SECTION 460
ACKNOWLEDGEMENT OF CONFORMANCE
WITH OSHA STANDARDS

TO THE CITY OF NEPTUNE BEACH:

We, _____, hereby acknowledge and agree that as Contractors for the construction of the Neptune Beach Senior Activity Center Porch and Exterior Finishes, CITY OF NEPTUNE BEACH, FLOIRDA, CONB BID NO. 2022-03, within the limits of the City of Neptune Beach, Florida, 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 of Neptune Beach, and its Consulting Engineers against any and all legal liability or loss the City, or the Engineer may incur due to Failure to comply with such act.

By: _____

Title: _____

Subscribed and sworn before me this _____ day of _____, 2021, by

_____, who is personally known to me or has produced

_____ as identification. _____

Notary Public

My Commission expires: _____

(Affix Seal)

Print Name

END OF SECTION

SECTION 00500

PROCUREMENT AGREEMENT

This Procurement Agreement is by and between **The City of Neptune Beach** ("Buyer") and _____ ("Seller").

Terms used in this Procurement Agreement have the meanings stated in the General Conditions of the Procurement Contract and the Supplementary Conditions of the Procurement Contract.

Buyer and Seller hereby agree as follows:

ARTICLE 1—PROCUREMENT CONTRACT

1.01 Goods and Special Services

- A. Seller shall furnish the Goods and Special Services as specified or indicated in the Procurement Documents. The Goods and Special Services include all necessary materials, equipment, machinery, tools, apparatus, means of transportation, permits and labor necessary to successfully perform and complete the Work as a functional and complete system ready for intended use. Work includes, but is not necessarily limited to, all the items described in the Contract Documents, and generally described as the following:

Providing all required bonds; insurance; permitting; mobilization; preconstruction site photographs and videos; temporary facilities; maintenance of traffic; site restoration, and site clean-up; removal and disposal of all associated construction debris; as-built surveys; permit close-outs; warranties; warranty bonds; and demobilization required to accomplish the construction of the porch, exterior finishes and swale system for the Neptune Beach Senior Activity Center.

1.02 *The Project*

- A. The Project, of which the Goods and Special Services are a part, is generally described as follows: CONB Bid No. 2022-03 Neptune Beach Senior Activity Center Porch and Exterior Finishes.

1.03 *Point of Destination*

- A. The Point of Destination is designated as: 2000 Forest Ave. Neptune Beach, FL 32266.

ARTICLE 2—PROCUREMENT CONTRACT TIMES

2.01 *Time of the Essence*

- A. All time limits for Milestones, including the submittal of Shop Drawings and Samples, the delivery of Goods, and the furnishing of Special Services, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract as stated in the Procurement Documents, are of the essence of the Procurement Contract.

2.02 *Schedule of Procurement Contract Times*

- A. The following schedule sets forth the Procurement Contract Times:

Milestone	Days	Notes
Deliver acceptable Goods to Point of Destination	30	

Note: days are the number of days after the date when the Contract Times commence to run. The date of commencement of the Work is the date established in a Notice to Proceed. If there is no Notice to Proceed, it shall be the date of the Procurement Agreement or such other date as may be established therein.

Milestone	Date	Notes
The Work will be substantially completed, can be utilized for the purposes for which it is intended, and ready for final inspection no later than:	December 30, 2022	The City has a grant award that drives the substantial completion date.
The Work will be completed and ready for final payment no later than:	February 1, 2023	The City has a grant award that guides this final date.

2.03 Shop Drawings and Samples

- A. *Submittal of Shop Drawings and Samples:* Seller shall submit all Shop Drawings and Samples required by the Procurement Documents to Buyer for its review and approval.
- B. *Buyer's Review:* It is the intent of the parties that the Buyer will conduct its review of Shop Drawings and Samples and issue its approval, or a denial accompanied by substantive comments regarding information needed to gain approval, within 14 days after Seller's submittal of such Shop Drawings and Samples, or within such longer period that is needed because of the quantity and quality of such submittals. Resubmittals will be limited whenever possible.

2.04 Liquidated Damages

Buyer and Seller recognize that time is of the essence as stated in Paragraph 2.01, and that Buyer will suffer financial and other losses if the Work is not completed within the times specified within the time specified in Paragraph 2.02, plus any extensions thereof allowed in accordance with this Procurement Contract. The parties also recognize that the timely performance of services by others involved in the Project is materially dependent upon Seller's specific compliance with the delivery requirements of Paragraph 2.02. Further, the parties recognize the time, expense, and difficulties involved in proving, in a legal or arbitration proceeding, the loss (whether direct, consequential, or otherwise) suffered by Buyer if complete, acceptable Goods are not delivered on time. Accordingly, instead of requiring any such proof, Buyer and Seller agree that as liquidated damages for delay (but not as a penalty) \$300 for each day that expires after the time specified in Paragraph 2.02 for Substantial Completion until the Work is substantially complete. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by Buyer, Seller shall pay Buyer \$100 for each day that expires after the time specified in Paragraph 2.02 for completion and readiness for final payment until the Work is completed and ready for final payment.

ARTICLE 3—PROCUREMENT CONTRACT PRICE

3.01 Procurement Contract Price and Total Price

- A. For all Unit Price Goods and Special Services furnished by Seller in accordance with the Procurement Documents, Buyer shall pay Seller an amount equal to the sum of the extended prices (established for each separately identified unit price item by multiplying the unit price times the actual quantity of that item).

Unit Price Goods and Special Services					
Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Amount
1	Mobilization & Demobilization (3% Max)	LSum.	1	\$	\$
2	Bonds and Insurance	LSum.	1	\$	\$
3	General Conditions including: shop drawings, temporary toilets, dumpsters, shipping, temporary erosion controls, construction layout and staking, permits, etc.	LSUM.	1	\$	\$
4	16x16x12 Type "A" Foundations	LSUM	34	\$	\$
5	16x24x12 Type "B" Foundations	LSUM	4	\$	\$
6	16x20x12 Type "C" Foundations	LSUM	26	\$	\$
7	24x24x12 Type "D" Foundations	LSUM	3	\$	\$
8	8x8x12 CMU Pier (5 ea. Per pier)	ea	130	\$	\$
9	8x12x12 CMU Pier (5 ea. Per Pier)	ea	15	\$	\$
10	10" #5 Rebar	ea	240	\$	\$
11	18" #5 Rebar	ea	28	\$	\$
12	48" #5 L-Bar (rebar)	ea	58	\$	\$

13	Concrete	CY	5.25	\$	\$
14	2x12x20 Joists & Posts	ea	10	\$	\$
15	2x12x18 Joists & Posts	ea	12	\$	\$
16	2x12x16 Joists & Posts	ea	50	\$	\$
17	2x12x10 Joists & Posts	ea	18	\$	\$
18	2x12x8 Joists & Posts	ea	7	\$	\$
19	2x10x14 Joists & Posts	ea	66	\$	\$
20	2x10x12 Joists & Posts	ea	2	\$	\$
21	2x10x10 Joists & Posts	ea	20	\$	\$
22	2x10x8 Joists & Posts	ea	14	\$	\$
23	6x6x10 Joists & Posts	ea	68	\$	\$
24	ABU66Z (10) Joists & Posts	ea	68	\$	\$
25	WA62600 5/8x6" (20) Joists & Posts	ea	68	\$	\$
26	LUS210Z (50)	ea	244	\$	\$
27	LUS210-2Z (25)	ea	24	\$	\$
28	2x12x16 Beams & Roof	ea	4	\$	\$
29	2x12x10 Beams & Roof	ea	24	\$	\$
30	2x12x8 Beams & Roof	ea	17	\$	\$
31	2x12x12 Beams & Roof	ea	2	\$	\$
32	2x12x18 Beams & Roof	ea	90	\$	\$
33	2x10x16 Beams & Roof	ea	24	\$	\$
34	2x10x24 Beams & Roof	ea	6	\$	\$
35	2x10x20 Beams & Roof	ea	2	\$	\$
36	2x10x10 Beams & Roof	ea	3	\$	\$

37	2x10x8 Beams & Roof	ea	4	\$	\$
38	2x6x24 Beams & Roof	ea	2	\$	\$
39	2x8x16 Beams & Roof	ea	2	\$	\$
40	2x8x12 Beams & Roof	ea	2	\$	\$
41	2x8x10 Beams & Roof	ea	2	\$	\$
42	2x8x8 Beams & Roof	ea	1	\$	\$
43	2x10 slope hanger	ea	60	\$	\$
44	2x10 slope skew right	ea	24	\$	\$
45	2x10 slope skew left	ea	24	\$	\$
46	Simpson HUC210 (25)	ea	2	\$	\$
47	Simpson H2.5A (100)	ea	200	\$	\$
48	7/16x4x8 OSB	ea	100	\$	\$
49	PSCA 7/16 (250)	ea	1000	\$	\$
50	High Temp Ice and Water	ea	16	\$	\$
51	5/4x6x16 STD TR Decking	ea	355	\$	\$
52	Wood Railing	LF	385	\$	\$
53	2x12 Stringers	ea	10	\$	\$
54	24" Standing Seam Metal Roof	sq	26	\$	\$
55	Metal Drip	LF	240	\$	\$
56	Metal Flashing	LF	140	\$	\$
57	Horizontal Hardie Board Siding	SF	40	\$	\$
58	Column Top & Bottom Trim	LF	24	\$	\$
59	Decorative Vinyl Shutter Sets	ea	3	\$	\$
60	Vinyl Lattice	SF	342	\$	\$

61	Furnish all equipment, materials, and Labor to Complete Porch, Roof, ADA Ramps, and stairs	LSUM	1		
62	Furnish all equipment, materials and labor to complete Dry Swale	LSUM	1		
63	Furnish all equipment, materials, and labor to tie in existing roof drainage system to proposed swale with positive drainage	LSUM	1	\$	\$
64	Install Ceiling Mounted Light	ea	13	\$	\$
65	Install Wall Mounted Light	ea	4	\$	\$
66	Install Wall Mounted GFI, WP 120v Duplex Receptacle 12" Aff. U.N.O.	ea	5	\$	\$
67	Install wall mounted exterior switch 48" Aff U.N.O.	ea	8	\$	\$
68	Install ceiling fan mounted with light	ea	4	\$	\$
69	2-year Warranty Bond	LSUM	1	\$	\$
70	Site Restoration & Final Clean-up	LSUM	1	\$	\$
71	Disposal and Disposal Fees	LSUM	1	\$	\$
Total of All Unit Price Bid Items					\$

1. The extended prices set forth as of the Effective Date of the Procurement Contract for unit price items are based on estimated quantities.
2. The estimated quantities of items of Unit Price Goods and Special Services are not guaranteed and are solely for the purpose of determining an initial Procurement

Contract Price. Payments to Seller for Unit Price Goods and Special Services will be based on actual quantities.

3. Each unit price will be deemed to include an amount considered by Seller to be adequate to cover Seller's overhead and profit for each separately identified unit price item.
 4. The Buyer will determine the actual quantities and classifications of unit price items furnished by Seller. The Buyer will review with Seller the preliminary determinations on such matters before rendering a written decision (by recommendation of an Application for Payment or otherwise). The Buyer's written decision will be final and binding upon Buyer and Seller (except as modified by Buyer Engineer to reflect changed factual conditions or more accurate data), subject to the provisions of Article 12 of the General Conditions.
 5. The final adjustment of Procurement Contract Price with respect to Unit Price Goods and Special Services will be set forth in a Change Order.
- B. Buyer's Contingency Allowance is stipulated as \$10,000. If no amount is stated, the Buyer's Contingency Allowance is zero. Buyer's use of such allowance, including resulting compensation of Buyer, is governed by Paragraph 11.06 of the General Conditions.
- C. The Total Price is \$ TBD. Such Total Price is comprised of the Lump Sum amount (taking into account any accepted alternates), Unit Price Goods and Special Services amount (if any) (subject to final adjustment), and Buyer's Contingency Allowance (if any) (subject to final adjustment).

3.02 Procurement Contract Price and Total Price—Based on Attached Bid

- A. For furnishing the Goods and Special Services in accordance with the Procurement Documents, Buyer shall pay Seller the prices stated in Seller's Bid, attached hereto as an exhibit, subject to final adjustments for Unit Price Goods and Special Services and Buyer's Contingency Allowance, if any, and subject to the following Buyer-accepted alternates: **None**.

ARTICLE 4—PAYMENT PROCEDURES

4.01 Submittal and Processing of Applications for Payment

- A. Seller shall submit Applications for Payment in accordance with Article 13 of the General Conditions and the following paragraphs. Engineer and Buyer will process such Applications for Payment in accordance with said Article 13.

4.02 Progress Payments; Final Payment

- A. For Unit Price Goods and Special Services, if any, or for payments owed to Seller as a result of authorizations by Buyer under the Buyer's Contingency Allowance (if any), Seller shall submit a separate Application for Payment, no more frequently than monthly, that states (1) the actual quantities of such Unit Price Goods and Special Services that have been furnished, and the applicable unit prices; and (2) the services or items performed or furnished under the Buyer's Contingency Allowance, and the amounts owed. If practical, and at Seller's option, Seller may apply for such unit price and Buyer's Contingency Allowance payments in a separate section of an Application for Payment submitted under Paragraph 4.02.A for lump sum items.

- B. Buyer shall pay Seller the amount owed under an Application for Payment in accordance with Florida Statute is CH. 218 the Florida Prompt Payment Act.

4.03 Interest

- A. All amounts not paid when due may bear interest in accordance with Florida Statute is CH. 218 the Florida Prompt Payment Act.

ARTICLE 5—ASSIGNMENT OF PROCUREMENT CONTRACT

5.01 Assignment of Contract

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

ARTICLE 6—PROCUREMENT DOCUMENTS

6.01 List of Procurement Documents

- A. The Procurement Documents consist of the following:
 - 1. This Procurement Agreement
 - 2. General Conditions of the Procurement Contract (Section 00700 pages 1 to 39, inclusive)
 - 3. Supplementary Conditions of the Procurement Contract (Section 00800 pages 1 to 5, inclusive)
 - 4. Procurement Specifications as listed in the Procurement Specifications table of contents
 - 5. Procurement Drawings:
 - a. Bearing the following title: New Porch Neptune Beach Community Center, A1 to A8 (8 pages), inclusive
 - b. Bearing the following title: Neptune Beach Senior Activity Center, pages 1 to L5.2 (20 pages), inclusive
 - 6. Buyer supplied permits:
 - a. SJRWMD
 - 7. Addenda Numbers (numbers to , inclusive)
 - 8. Public Construction Performance and Payment bond, together with power of attorney (Section 00600 pages 1 to 3, inclusive)
 - 9. Exhibits to this Procurement Agreement (enumerated as follows):
 - a. Contractor's Bid (pages _____ to _____ , inclusive).

- b. Documentation submitted by Contractor prior to Notice of Award (pages ____ to ____, inclusive).
- 10. The following which may be delivered or issued on or after the Effective Date of the Procurement Contract and are not attached hereto:
 - a. Notice to Proceed;
 - b. Change Orders;
 - c. Work Change Directives;
 - d. Change Directives;
 - e. Field Orders; and
 - f. Warranty Bonds.
- B. The documents listed in Paragraph 6.01.A are attached to this Procurement Agreement (except as expressly noted otherwise above).
- C. There are no Procurement Documents other than those listed above.
- D. The Procurement Documents may only be amended or supplemented as provided in Paragraph 11.01 of the Procurement General Conditions.

ARTICLE 7—SELLER’S REPRESENTATIONS AND CERTIFICATIONS

7.01 Seller’s Representations

- A. In order to induce Buyer to enter into this Procurement Agreement, Seller makes the following representations:
 - 1. Seller has examined and carefully studied the Procurement Documents.
 - 2. If required by the Instructions to Bidders to visit the Point of Destination and the site where the Goods are to be installed or Special Services will be provided, or if, in Seller’s judgment, any observable local or site conditions may affect the delivery, cost, progress, or furnishing of the Goods and Special Services, then Seller has visited the Point of Destination and site where the Goods are to be installed or Special Services will be provided (as applicable) and become familiar with and is satisfied as to the observable local and site conditions that may affect delivery, cost, progress, and furnishing of the Goods and Special Services.
 - 3. Seller is familiar with and is satisfied as to all Laws and Regulations that may affect the cost, progress, and performance of Seller's obligations under the Procurement Contract.
 - 4. Seller has carefully studied, considered, and correlated the information known to Seller with respect to the effect of such information on the cost, progress, and performance of Seller's obligations under the Procurement Contract.
 - 5. Seller has given written notice of all conflicts, errors, ambiguities, or discrepancies that Seller has discovered in the Procurement Documents, and the written resolution (if any) thereof is acceptable to Seller.

6. The Procurement Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance of Seller's obligations under the Procurement Contract.
7. Seller's entry into this Procurement Contract constitutes an incontrovertible representation by Seller that without exception all prices in the Procurement Agreement are premised upon furnishing the Goods and Special Services as required by the Procurement Documents.

7.02 Seller's Certifications

- A. Seller certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Procurement Contract. For the purposes of this Paragraph 7.02:
 1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Procurement Contract execution;
 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Procurement Contract to the detriment of Buyer, (b) to establish bid or contract prices at artificial non-competitive levels, or (c) to deprive Buyer of the benefits of free and open competition;
 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Buyer, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Procurement Contract.

ARTICLE 8—OTHER PROVISIONS

8.01 Waiver

- A. The failure of either party to exercise any of its rights is not a waiver of those rights. A party waives only those rights specified in writing and signed by the party waiving its rights. Oral modification or rescission of this Agreement by an employee or agent of either party, shall not release either party of its obligations under this Agreement, shall not be deemed a waiver of any rights of either party to insist upon strict performance hereof, or of either party's rights or remedies under this Agreement or by law, and shall not operate as a waiver of any of the provisions hereof.

8.02 Unauthorized Aliens

- A. The Seller acknowledges and agrees that the Seller shall register with and use the E-Verify System as provided in Fla. Stat. §448.095. The Seller shall not employ, contract with, or subcontract with any unauthorized aliens. Further, the Seller acknowledges and agrees that if the Seller enters into a contract with a subcontractor for this project, the subcontractor must provide the Seller with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with any unauthorized aliens.

IN WITNESS WHEREOF, Buyer and Seller have signed this Procurement Agreement. Counterparts have been delivered to Buyer and Seller.

The Effective Date of the Procurement Contract is on _____ 20____ (which is the Effective Date of the Agreement).

Buyer

Seller

Buyer of Neptune Beach

(typed or printed name of organization)

By: _____
(individual's signature)

By: _____
(individual's signature)

Date: _____
(date signed)

Date: _____
(date signed)

Name: _____
(typed or printed)

Name: _____
(typed or printed)

Title: **City Manager**
(typed or printed)

Title: _____
(typed or printed)

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

Attest: _____
(individual's signature)

Attest: _____
(individual's signature)

Title: _____
(typed or printed)

Title: _____
(typed or printed)

Address for giving notices:

Address for giving notices:

2010 Forest Ave.

Neptune Beach, FL 32266

Designated Representative:

Designated Representative:

Name: _____
(typed or printed)

Name: _____
(typed or printed)

Title: **Public Works Director**
(typed or printed)

Title: _____
(typed or printed)

Address:

Address:

2010 Forest Ave.

Neptune Beach, FL 32266

Phone: **904-270-2423**

Phone: _____

Email: _____

Email: _____

SECTION 00600

Public Construction Performance and Payment Bond

STATE OF FLORIDA)
)
SS. COUNTY OF DUVAL)

BY THIS BOND, We _____, as principal and _____, a Corporation, as Surety, are bound to the City of Neptune Beach, Florida, herein called Owner, in the sum of \$_____, for performance, and the separate and additional sum of \$_____, for payment, for the payment of each of which we bind ourselves, our heirs, personal representatives, successors and assigns, jointly and severally.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the contract dated _____, 202__, between Principal and Owner for construction of Neptune Beach Senior Activity Center Porch and Exterior Finishes, the contract being made a part of this Bond by reference, at the times and in the manner prescribed in the contract; and
2. Promptly makes payment to all claimants, as defined in Section 255.05 (1), Florida Statutes, supplying Principal with labor, materials or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the contract; and
3. Pays Owner all losses, damages, expenses, costs, and attorney's fees, including appellate proceedings, that Owner sustains because of a default by Principal under the contract; and
4. Performs the guarantee of all work and materials furnished under the contract for the time specified in the contract, then this Bond is void, otherwise it remains in full force.

This Bond is to be deemed a Statutory Bond under Section 255.05, Florida Statutes, the provisions of which are hereby incorporated by reference and made a part hereof.

All interested parties are specifically directed to the following provisions regarding time and notice limitations as set out in Section 255.05(2), Florida Statutes:

A claimant, except a laborer, who is not in privity with the Contractor and who has not received payment for his labor, materials, or supplies, shall within 45 days after beginning to furnish labor, materials, or supplies for the prosecution of work, furnish the Contractor with a notice that he intends to look to the Bond for protection. A claimant who is not in privity with the Contractor and who has not received payment for his labor, materials or supplies shall, within 90 days after performance of the labor or after complete delivery of the materials or supplies or, with respect to

00600-1

rental equipment, within 90 days after the date that the rental equipment was last on the job site available for use, deliver to the Contractor and to the Surety written notice of the performance of the labor or delivery of the materials or supplies and of the nonpayment. No action for labor, materials, or supplies may be instituted against the Contractor or the Surety unless both notices have been given. No action shall be instituted against the Contractor or the Surety on the Payment Bond or the payment provisions of a combined Payment and Performance Bond after one (1) year from the performance of the labor or completion of delivery of the materials or supplies.

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

Dated On:_____

Principal's Address:

Surety's Address:

Project Description and Location:

Neptune Beach Senior Activity Center – Porch and Exterior Finishes
2000 Forest Ave.
Neptune Beach, Fl. 32266
City of Neptune Beach
Bid. No. 2022-03

IN WITNESS WHEREOF, the above bounded parties executed this instrument under their several seals, this_____day of_____20__, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

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WITNESSES:

(If Sole Ownership or Partnership, two (2) witnesses required)
(If Corporation, Secretary Only will attest and affix seal)

WITNESSES:

PRINCIPAL:

Name of Firm

Signature of Authorized (Affix Seal)

Title

Business Address

City, State & Zip Code

WITNESSES:

SURETY:

Corporate Surety

Attorney-in-Fact (Affix

Seal) Business Address

City, State & Zip Code

Name of Local Insurance Agency

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SECTION 00640
APPLICATION AND CERTIFICATION FOR PAYMENT

Owner:	<u>City of Neptune Beach</u>	Owner's Project No.:	<u>CONB Bid No. 2022-03</u>
Engineer:	<u></u>	Engineer's Project No.:	<u></u>
Contractor:	<u></u>	Contractor's Project No.:	<u></u>
Project:	<u>Neptune Beach Senior Activity Center – Porch and Exterior Finishes</u>		
Contract:	<u></u>		
Application No.:	<u></u>	Application Date:	<u></u>
Application Period:	From: <u></u>	To: <u></u>	

1. Original Contract Price	\$	-	
2. Net change by Change Orders	\$	-	
3. Current Contract Price (Line 1 + Line 2)	\$	-	
4. Total Work completed and materials stored to date (Sum of Column G Lump Sum Total and Column J Unit Price Total)	\$	-	
5. Retainage			
a. <u></u> X <u>\$ -</u> Work Completed	\$	-	
b. <u></u> X <u>\$ -</u> Stored Materials	\$	-	
c. Total Retainage (Line 5.a + Line 5.b)	\$	-	
6. Amount eligible to date (Line 4 - Line 5.c)	\$	-	
7. Less previous payments (Line 6 from prior application)			
8. Amount due this application	\$	-	
9. Balance to finish, including retainage (Line 3 - Line 4)	\$	-	

Contractor's Certification

The undersigned Contractor certifies, to the best of its knowledge, the following:

(1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;

(2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such liens, security interest, or encumbrances); and

(3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

Contractor:

Signature: **Date:**

<p>Recommended by Engineer</p> <p>By: <u></u></p> <p>Title: <u></u></p> <p>Date: <u></u></p> <p>Approved by Funding Agency</p> <p>By: <u></u></p> <p>Title: <u></u></p> <p>Date: <u></u></p>	<p>Approved by Owner</p> <p>By: <u></u></p> <p>Title: <u></u></p> <p>Date: <u></u></p> <p>Department Head</p> <p>By: <u></u></p> <p>Title: <u></u></p> <p>Date: <u></u></p>
---	--

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Section 00650

Request for Information (RFI)

Project: Neptune Beach Senior Activity Center

RFI No.: _____

Porch and Exterior Finishes

Date: _____

Owner: City of Neptune Beach

Project No.: CONB Bid No. 2022-03

Project Manager: _____

Engineer: _____

Project No.: _____

Project Manager: _____

Contractor: _____

Project No.: _____

Project Manager: _____

To: _____

From: _____

Contract document reference(s): _____

Description of RFI: ☐ Information ☐ Clarification ☐ Interpretation

Request for the items [*Described Below*] / [*in the Attached*]:

Requested By: _____

Date: _____

Signature

To: _____

From: _____

Response to RFI: ☐ Information ☐ Clarification ☐ Interpretation

Response to your request [*Described Below*] / [*in the Attached*]:

Response By: _____

Date: _____

Signature

CC: _____

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SECTION 00660

Change Order Request Form

Project: Neptune Beach Senior Activity Center

Project No.: CONB Bid No. 2022-03

Porch and Exterior Finishes

Change Order No.: _____

Change in Contract Times

(Days)

(Days)

Original Contract time:	Substantial Completion:	_____	Ready for Final Payment:	_____
Increased from previous C.O.:	Substantial Completion:	_____	Ready for Final Payment:	_____
Decreased from previous C.O.:	Substantial Completion:	_____	Ready for Final Payment:	_____
Contract time prior to this C.O.:	Substantial Completion:	_____	Ready for Final Payment:	_____
Increase in time on this C.O.:	Substantial Completion:	_____	Ready for Final Payment:	_____
Decrease in time on this C.O.:	Substantial Completion:	_____	Ready for Final Payment:	_____
Contract time with all approved C.O.s:	Substantial Completion:	_____	Ready for Final Payment:	_____

Change in Contract Price

Original Contract Price: _____

Increased from previously approved C.O.: _____

Decreased from previously approved C.O.: _____

Increase in Contract price this C.O.: _____

Decrease in Contract price this C.O.: _____

Contract price with all approved C.O.s: _____

The undersigned Seller certifies to the best of my knowledge and belief: (1) all items and amounts shown above are correct; (2) all Work performed and Reimbursable Expenses fully comply with the terms and conditions of the Contract Documents; (3) all previous progress payments received from Buyer, on account of Work done under the Contract referred to above have been applied to discharge in full all obligations of the Seller incurred in connection with Work covered by prior Applications for Payment; (4) title to all materials and deliverables incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to the Buyer at the time of payment clear of all liens, claims, security interests and encumbrances; (5) payment is due and has not been previously requested for these amounts; (6) no markup has been applied to reimbursable expenses.

Seller Name and Title

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SECTION 00660

Change Order Request Form

Cost Break Down Form: (instructions: use a separate form for each individual work item)

Description	Unit	Quantity	Unit Cost	Extended Cost
Labor				\$
Materials				\$
Equipment				\$
Maintenance of Traffic				\$
Bonding				\$
General Conditions				\$
Overhead and Profit				\$
				\$
				\$
Total firm fixed cost not to exceed amount:				\$

Note: attached supporting documentation

RFI No. initiating the change: _____

Description: _____

Justification for the request: _____

State the firm fixed cost not to exceed amount in words:

Seller's Signature: _____

Date: _____

Printed Name: _____

Title: _____

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**SECTION 00800
GENERAL CONDITIONS**

This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the controlling Laws and Regulations.

**STANDARD GENERAL CONDITIONS
OF THE PROCUREMENT CONTRACT**



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ARTICLE 1—DEFINITIONS AND TERMINOLOGY

1.01 Defined Terms

- A. Whenever used in the Procurement Bidding Requirements or Procurement Contract Documents and printed with initial capital letters, the terms listed below will have the meanings indicated, which are applicable to the singular or plural thereof. In addition to terms specifically defined, terms with initial capital letters in the Procurement Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.
1. *Addenda*—Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Procurement Contract Documents.
 2. *Application for Payment*—The document prepared by Seller, in a form acceptable to Buyer, to request progress or final payments, and which is to be accompanied by such supporting documentation as is required by the Procurement Contract Documents.
 3. *Bid*—An offer or proposal of a prospective Seller submitted on the prescribed form setting forth the prices for the Goods and Special Services to be provided.
 4. *Bidder*—An individual or entity that, as a prospective Seller, submits a Bid to Buyer.
 5. *Buyer*—The individual or entity purchasing the Goods and Special Services.
 6. *Change Directive*—A written directive from Buyer to Seller issued on or after the Effective Date of the Procurement Contract, ordering an addition, deletion, or revision in the Goods and Special Services.
 7. *Change Order*—A document which is signed by Seller and Buyer and authorizes an addition, deletion, or revision to the Procurement Contract Documents or an adjustment in the Procurement Contract Price or the Procurement Contract Times, issued on or after the Effective Date of the Procurement Contract. Change Orders may be the result of mutual agreement by Buyer and Seller, or of resolution of a Claim.
 8. *Claim*—A demand or assertion by Buyer or Seller seeking an adjustment of Procurement Contract Price or Procurement Contract Times, or both, or other relief with respect to the terms of the Procurement Contract. A demand for money or services by a third party is not a Claim.
 9. *Contractor/Assignee*—A construction contractor with which Project Owner enters into a construction contract, and to which Project Owner, as initial Buyer, assigns this Procurement Contract.
 10. *Effective Date of the Procurement Contract*—The date indicated in the Procurement Agreement on which the Procurement Contract becomes effective.
 11. *Electronic Document*—Any Project-related correspondence, attachments to correspondence, data, documents, drawings, information, or graphics, including but not

limited to Shop Drawings and other Submittals, that are in an electronic or digital format.

12. *Electronic Means*—Electronic mail (e-mail), upload/download from a secure Project website, or other communications methods that allow: the transmission or communication of Electronic Documents; the documentation of transmissions, including sending and receipt; printing of the transmitted Electronic Document by the recipient; the storage and archiving of the Electronic Document by sender and recipient; and the use by recipient of the Electronic Document for purposes permitted by this Procurement Contract. Electronic Means does not include the use of text messaging, or of Facebook, Twitter, Instagram, or similar social media services for transmission of Electronic Documents.
13. *Engineer*—The individual or entity designated as such in the Procurement Agreement.
14. *Field Order*—A written order issued by Engineer which requires minor changes in the Goods or Special Services, but which does not involve a change in the Procurement Contract Price or Procurement Contract Times.
15. *Goods*—The tangible and movable personal property that is described in the Procurement Contract Documents, regardless of whether the property is to be later attached to realty.
16. *Goods and Special Services*—The full scope of materials, equipment, other items, and services to be furnished by Seller, including Goods, as defined herein, and Special Services, if any, as defined herein. This term refers to both the Goods and the Special Services, or to either the Goods or the Special Services, and to any portion of the Goods or the Special Services, as the context requires.
17. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and binding decrees, resolutions, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
18. *Milestone*—A principal event specified in the Procurement Contract that Seller must attain by the date or within the number of days indicated, including but not limited to the delivery of the Goods and the furnishing of Special Services.
19. *Notice of Award*—The written notice, by Buyer to a Bidder, of Buyer's acceptance of the Bid.
20. *Point of Destination*—The specific address of the location where delivery of the Goods will be made, as stated in the Procurement Agreement.
21. *Procurement Agreement*—The written instrument, executed by Buyer and Seller, that sets forth the Procurement Contract Price and Procurement Contract Times, identifies the parties and the Engineer, and designates the specific items that are Procurement Contract Documents.
22. *Procurement Bidding Documents*—The Procurement Bidding Requirements and the proposed Procurement Contract Documents (including all Addenda).
23. *Procurement Bidding Requirements*—The advertisement or invitation to bid, Instructions to Bidders, Bid security of acceptable form, if any, and Bid Form with any supplements.

24. *Procurement Contract*—The entire and integrated written agreement between Buyer and Seller concerning the Goods and Special Services.
25. *Procurement Contract Documents*—Those items so designated in the Procurement Agreement, and which together comprise the Procurement Contract. Shop Drawings and other Seller submittals are not Procurement Contract Documents, even if accepted, reviewed, or approved by Engineer or Buyer.
26. *Procurement Contract Price*—The money that Buyer has agreed to pay Seller for furnishing the Goods and Special Services in accordance with the Procurement Contract Documents.
27. *Procurement Contract Times*—The times stated in the Procurement Agreement by which the Goods must be delivered, Special Services must be furnished, and other Milestones must be attained.
28. *Procurement Drawings*—That part of the Procurement Contract Documents prepared or approved by Engineer which graphically shows the scope, extent, and character of the Goods and Special Services to be furnished by Seller. Shop Drawings and other Seller submittals are not Procurement Drawings as so defined.
29. *Procurement Specifications*—That part of the Procurement Contract Documents consisting of written requirements for materials, equipment, systems, standards and workmanship as applied to the furnishing of the Goods and Special Services, and certain administrative requirements and procedural matters applicable thereto.
30. *Project*—The total undertaking to be accomplished for Project Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the Goods and Special Services are a part.
31. *Project Owner*—The entity that has retained (or will retain) engineers, contractors, and others for the planning, study, design, construction, testing, commissioning, and start-up of facilities and improvements. As of the Effective Date of the Procurement Contract, the Project Owner is the Buyer.
32. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Goods and Special Services and which establish the standards by which such portion of the Goods and Special Services will be judged.
33. *Schedule of Submittals*—A schedule, prepared and maintained by Seller, of required Submittals and the time requirements for Engineer's review of the Submittals.
34. *Seller*—The individual or entity furnishing the Goods and Special Services.
35. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for Seller and submitted by Seller to illustrate some portion of the Goods and Special Services. Shop Drawings, whether approved or not, are not Procurement Drawings and are not Procurement Contract Documents.
36. *Special Services*—Services to be performed by Seller (or its agents or subcontractors) in association with the Goods to be furnished by Seller, as required by the Procurement Contract Documents.
37. *Submittal*—A written or graphic document, prepared by or for Seller, which the Procurement Contract Documents require Seller to submit to Engineer, or that is

indicated as a Submittal in the Schedule of Submittals accepted by Engineer. Submittals may include Shop Drawings and Samples; schedules; product data; sustainable design information; information on special procedures; testing plans; results of tests and evaluations, source quality-control testing and inspections, and field or site quality-control testing and inspections; warranties and certifications; suppliers' instructions and reports; records of delivery of spare parts and tools; operations and maintenance data; record documents; and other such documents required by the Procurement Contract Documents. Submittals, whether or not approved or accepted by Engineer, are not Procurement Contract Documents. Change proposals, Change Orders, Claims, notices, Applications for Payment, and requests for interpretation or clarification are not Submittals.

- 38. *Successful Bidder*—The Bidder whose Bid the Buyer accepts, and to which Buyer makes an award of the Procurement Contract.
- 39. *Supplementary Conditions*—The part of the Procurement Contract that amends or supplements these General Conditions.
- 40. *Unit Price Goods and Special Services*—Goods and Special Services to be paid for on the basis of unit prices (if any).

1.02 Terminology

- A. The words and terms discussed in Paragraphs 1.02.B and 1.02.C are not defined, but have the indicated meanings when used in the Bidding Requirements or Procurement Contract Documents.
- B. *Intent of Certain Terms or Adjectives*
 - 1. The Procurement Contract Documents include the terms “as allowed,” “as approved,” “as ordered,” “as directed” or terms of like effect or import to authorize an exercise of professional judgment by Engineer. In addition, the adjectives “reasonable,” “suitable,” “acceptable,” “proper,” “satisfactory,” or adjectives of like effect or import are used to describe an action or determination of Engineer as to the Goods and Special Services. It is intended that such exercise of professional judgment, action, or determination will be commercially reasonable and will be solely to evaluate, in general, the Goods and Special Services for compliance with the requirements of and information in the Procurement Contract Documents and conformance with the design concept of the completed Project as a functioning whole, as shown or indicated in the Procurement Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective will not be effective to assign to Engineer any duty or authority to supervise or direct the furnishing of Goods or Special Services or any duty or authority to undertake responsibility contrary to any other provision of the Procurement Contract Documents.
 - 2. The word “non-conforming” when modifying the words “Goods and Special Services,” “Goods,” or “Special Services,” refers to Goods and Special Services that are unsatisfactory, faulty, or deficient in that they:
 - a. do not conform to or comply with the requirements of the Procurement Contract Documents;
 - b. do not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Procurement Contract Documents; or

- c. in the case of Special Services, have not been completed.
- 3. The word “receipt” when referring to the Goods, means the physical taking and possession by the Buyer under the conditions specified in Paragraph 9.02.B.2.
- 4. The word “day” means a calendar day of 24 hours measured from midnight to the next midnight.
- 5. The word “furnish,” when used in connection with the Goods and Special Services means to supply and deliver said Goods to the Point of Destination (or some other specified location) and to perform said Special Services fully, all in accordance with the Procurement Contract Documents.
- C. *Procurement Contract Price or Procurement Contract Times*: References to a change in “Procurement Contract Price or Procurement Contract Times” or “Procurement Contract Times or Procurement Contract Price” or similar, indicate that such change applies to (1) Procurement Contract Price, (2) Procurement Contract Times, or (3) both Procurement Contract Price and Procurement Contract Times, as warranted, even if the term “or both” is not expressed.
- D. Unless stated otherwise in the Procurement Contract Documents, words or phrases that have a well-known technical or construction industry or trade meaning are used in the Procurement Contract Documents in accordance with such recognized meaning.

ARTICLE 2—PRELIMINARY MATTERS

2.01 Delivery of Bonds and Evidence of Insurance

- A. When Seller delivers the executed counterparts of the Procurement Agreement to Buyer, the Seller also shall deliver to Buyer the performance bond and payment bond (if the Procurement Contract requires Seller to furnish such bonds).
- B. *Evidence of Seller’s Insurance*: When Seller delivers the signed counterparts of the Procurement Agreement to Buyer, the Seller also shall deliver to Buyer, with copies to each additional insured (as identified in the Procurement Contract), the certificates, endorsements, and other evidence of insurance required to be provided by Seller in accordance with Article 5. Evidence of insurance to be obtained at a later date, such as insurance relating to transit or storage of the Goods, will be provided to Buyer at the time of such insurance is obtained.
- C. *Evidence of Buyer’s Insurance*: After receipt of the signed counterparts of the Procurement Agreement and all required bonds and insurance documentation, Buyer shall promptly deliver to Seller, with copies to each additional insured (as identified in the Procurement Contract), certificates and other evidence of insurance (if any) required to be provided by Buyer.

2.02 Copies of Documents

- A. Buyer shall furnish to Seller four printed copies of the Procurement Contract (including one fully executed counterpart of the Procurement Agreement), and one copy in electronic portable document format (PDF). Additional printed copies will be furnished upon request at the cost of reproduction.

2.03 Electronic Transmittals

- A. Except as otherwise stated elsewhere in the Procurement Contract, the Buyer, Seller, and Engineer may send, and shall accept, Electronic Documents transmitted by Electronic Means.
- B. If the Procurement Contract does not establish protocols for Electronic Means, then Buyer, Seller, and Engineer shall jointly develop such protocols.
- C. Subject to any governing protocols for Electronic Means, when transmitting Electronic Documents by Electronic Means, the transmitting party makes no representations as to long-term compatibility, usability, or readability of the Electronic Documents resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the Electronic Documents.

2.04 Preliminary Schedules

- A. Within 15 days after the Effective Date of the Procurement Contract, Seller shall submit to Buyer and Engineer for timely review:
 - 1. a progress schedule of activities, consistent with the Procurement Contract Times, including at a minimum, Shop Drawing and Sample submittals, tests, and deliveries as required by the Procurement Contract Documents.
 - a. The progress schedule will be acceptable to Buyer and Engineer if it provides an orderly progression of the Submittals, tests, and deliveries to completion within the specified Milestones of the Procurement Contract Times.
 - b. Such acceptance will not impose on Buyer or Engineer responsibility for the progress schedule, for sequencing, scheduling, or progress of Seller's performance of its obligations under the Procurement Contract, nor interfere with or relieve Seller from Seller's full responsibility therefor.
 - c. Such acceptance will not be deemed as an acknowledgment of the reasonableness and attainability of the schedule.
 - 2. a preliminary schedule of Submittals.
- B. No progress payment will be made to Seller until an acceptable progress schedule and acceptable schedule of Submittals are submitted to Buyer and Engineer (and other conditions applicable to progress payments are met).

2.05 Preliminary Conference

- A. Within 20 days after the Procurement Contract Times start to run, a conference attended by Seller, Buyer, Engineer and others as appropriate will be held to establish a working understanding among the parties as to the Goods and Special Services and to discuss the schedules referred to in Paragraph 2.04.A, procedures for handling Shop Drawings and other Submittals, processing Applications for Payment, and maintaining required records.

2.06 Safety

- A. Buyer and Seller shall comply with all applicable Laws and Regulations relating to the safety of persons or property, and to the protection of persons or property from damage, injury, or loss.
- B. When Seller's personnel, or the personnel of any subcontractor to Seller, are present at the Point of Destination or any work area or site controlled by Buyer, the Seller shall be responsible for the compliance by such personnel with any applicable requirements of Buyer's safety programs that are made known to Seller.
- C. If Buyer or its representatives visit the Seller's manufacturing or storage facilities, for testing, inspection, or other purposes, Seller shall inform Buyer in advance of any safety preparations, standards, or programs with which Buyer and its representatives must comply.

ARTICLE 3—PROCUREMENT CONTRACT DOCUMENTS

3.01 Intent

- A. The Procurement Contract Documents are complementary; what is called for by one is as binding as if called for by all.
- B. Any labor, documentation, services, materials, or equipment that may reasonably be inferred from the Procurement Contract Documents or from prevailing custom or trade usage as being required to produce or furnish the indicated Goods and Special Services will be provided, whether or not specifically called for, at no additional cost to Buyer.
- C. Unless otherwise stated in the Procurement Contract Documents, if there is a discrepancy between the electronic or digital versions of the Procurement Contract Documents (including any printed copies derived from such electronic or digital versions) and the printed record version, the printed record version will govern.
- D. The Procurement Contract supersedes prior negotiations, representations, and agreements, whether written or oral.
- E. Engineer will issue clarifications and interpretations of the Procurement Contract Documents, as provided in Paragraph 3.04.
- F. Any provision or part of the Procurement Contract Documents held to be void or unenforceable under any Law or Regulation will be deemed stricken, and all remaining provisions will continue to be valid and binding upon Buyer and Seller.

3.02 Reference Standards

- A. Reference to standards, specifications, manuals, or codes of any technical society, organization, or association, or to Laws and Regulations, whether such reference be specific or by implication, means the standard, specification, manual, code, or Laws and Regulations in effect at the time of opening of Bids (or on the Effective Date of the Procurement Agreement if there were no Bids), except as may be otherwise specifically stated in the Procurement Contract Documents.
- B. No provision of any such standard specification, manual, reference standard, or code, and no instruction of a supplier, will be effective to change the duties or responsibilities of Buyer, Seller, or Engineer from those set forth in the part of the Procurement Contract Documents prepared by or for Engineer. No such provision or instruction will be effective to assign to Buyer or Engineer any duty or authority to supervise or direct the performance of Seller's

obligations, or any duty or authority to undertake responsibility inconsistent with the provisions of the part of the Procurement Contract Documents prepared by or for Engineer.

3.03 Reporting and Resolving Discrepancies

A. *Reporting Discrepancies*

1. *Seller's Review of Procurement Contract Documents:* If, before or during the performance of Seller's obligations, Seller discovers any conflict, error, ambiguity, or discrepancy within the Procurement Contract Documents, or between the Procurement Contract Documents and (a) any applicable Law or Regulation, (b) actual field conditions, (c) any standard specification, manual, reference standard, or code, or (d) any instruction of any supplier to Seller, then Seller shall promptly report it to Engineer (or if the Procurement Contract is assigned, then directly to Contractor/Assignee) in writing. Seller shall not proceed with the Goods and Special Services affected thereby until the conflict, error, ambiguity, or discrepancy is resolved, by a clarification or interpretation by Engineer (or if the Procurement Contract is assigned, then by Contractor/Assignee) or by an amendment or supplement to the Procurement Contract Documents issued pursuant to Article 11.
2. Seller shall not be liable to Buyer or Engineer for failure to report any conflict, error, ambiguity, or discrepancy in the Procurement Contract Documents unless Seller had actual knowledge thereof.

B. *Resolving Discrepancies:* Except as may be otherwise specifically stated in the Procurement Contract Documents, the provisions of the Procurement Contract Documents will take precedence in resolving any conflict, error, ambiguity, or discrepancy between the provisions of the Procurement Contract Documents and:

1. the provisions of any standard, specification, manual, code, or instruction (whether or not specifically incorporated by reference in the Procurement Contract Documents); or
2. the provisions of any Laws or Regulations applicable to the furnishing of the Goods and Special Services (unless such an interpretation of the provisions of the Procurement Contract Documents would result in violation of such Law or Regulation).

3.04 Requirements of the Procurement Drawings and Procurement Specifications

- #### A.
- During the performance of Seller's obligations and until final payment, Seller and Buyer shall submit to the Engineer all matters in question concerning the requirements of the Procurement Drawings and Procurement Specifications (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Goods and Special Services, as soon as possible after such matters arise. Engineer will be the initial interpreter of the requirements of the Procurement Drawings and Procurement Specifications, and judge of the acceptability of the Goods and Special Services thereunder.
1. After assignment (if any) Seller shall submit such matters directly to Contractor/Assignee for response or administration, and the Procurement Contract provisions in Paragraphs 3.04.B and C will not apply.
- #### B.
- Engineer will issue with reasonable promptness a written clarification, interpretation, or decision on the issue submitted, and if necessary, initiate an amendment or supplement to the Procurement Drawings or Procurement Specifications. Engineer's written clarification, interpretation, or decision will be consistent with the overall intent of the Procurement Contract Documents, and will be final and binding on Seller and Buyer. If either Buyer or

Seller believes that a written clarification or interpretation justifies an adjustment in the Procurement Contract Price or Procurement Contract Times, either may make a Claim for such adjustment as provided in Article 12.

- C. If a submitted matter in question concerns terms and conditions of the Procurement Contract Documents that do not involve (1) the performance or acceptability of the Goods and Services, (2) the design (as set forth in the Procurement Drawings, Procurement Specifications, or otherwise), or (3) other engineering or technical matters, then Engineer will promptly give written notice to Buyer and Seller that Engineer is unable to provide a decision or interpretation.

3.05 Reuse of Documents

- A. Seller and its subcontractors and suppliers shall not:
 - 1. have or acquire any title to or ownership rights in any of the Procurement Drawings, Procurement Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or its consultants, including electronic media editions, or reuse any such Procurement Drawings, Procurement Specifications, other documents, or copies thereof, on extensions of the Project or any other project, without written consent of Buyer and Engineer and specific written verification or adaptation by Engineer; or
 - 2. have or acquire any title or ownership rights in any other Procurement Contract Documents, reuse any such Procurement Contract Documents for any purpose without Buyer's express written consent, or violate any copyrights pertaining to such Procurement Contract Documents.
- B. The prohibitions of this Paragraph 3.05 will survive final payment, or termination of the Procurement Contract. Nothing herein precludes Seller from retaining copies of the Procurement Contract Documents for record purposes.

ARTICLE 4—COMMENCEMENT AND SCHEDULE

4.01 Commencement of Procurement Contract Times

- A. The Procurement Contract Times will commence to run on the Effective Date of the Procurement Contract.

4.02 Continuing Performance

- A. Seller shall adhere to the progress schedule established in accordance with Paragraph 2.04.A., as duly adjusted, and the Goods will be delivered and the Special Services furnished within the Procurement Contract Times.
- B. Seller shall carry on furnishing of the Goods and Special Services and adhere to the progress schedule during all disputes or disagreements with Buyer. No furnishing of Goods and Special Services will be delayed or postponed pending resolution of any disputes or disagreements, except as expressly permitted herein, or as Buyer and Seller may otherwise agree in writing.

4.03 Adjustments to Progress Schedule

- A. The progress schedule established in accordance with Paragraph 2.04 may be adjusted from time to time as provided below.

1. Seller shall submit to Buyer for acceptance (to the extent indicated in Paragraph 2.04) proposed adjustments in the progress schedule that will not result in changing the Procurement Contract Times. Such adjustments will comply with any applicable provisions of the Procurement Specifications.
2. Proposed adjustments in the progress schedule that will change the Procurement Contract Times must be submitted in accordance with the requirements of Article 11. Adjustments in Procurement Contract Times may only be made by a Change Order.

4.04 Delays

- A. If Buyer, Engineer, or anyone for whom Buyer is responsible, delays, disrupts, or interferes with Seller's performance or progress, then Seller shall be entitled to an equitable adjustment in Procurement Contract Price or Procurement Contract Times.
- B. Seller shall not be entitled to an adjustment in Procurement Contract Price or Procurement Contract Times for delay, disruption, or interference caused by or within the control of Seller or anyone for whom Seller is responsible.
- C. If Seller's performance or progress is delayed, disrupted, or interfered with by unanticipated causes not the fault of and beyond the control of Buyer, Seller, and those for which they are responsible, then Seller shall be entitled to an equitable adjustment in Procurement Contract Times. Such an adjustment will be Seller's sole and exclusive remedy for the delays, disruption, and interference described in this paragraph. Causes of delay, disruption, or interference that may give rise to an adjustment in Procurement Contract Times under this paragraph include but are not limited to the following:
 1. severe and unavoidable natural catastrophes such as fires, floods, epidemics, and earthquakes;
 2. abnormal weather conditions;
 3. inspection delays by governmental authorities, and custom delays;
 4. international shipping delays;
 5. acts or failures to act of third-party entities; and
 6. acts of war or terrorism.
- D. *Adjustments of Procurement Contract Times or Procurement Contract Price—General Provisions:* Seller's entitlement to an adjustment of Procurement Contract Times or Procurement Contract Price is limited as follows:
 1. Seller's entitlement to an adjustment of the Procurement Contract Times is conditioned on the delay, disruption, or interference adversely affecting an activity on the critical path to completion of Seller's obligations, as of the time of the delay, disruption, or interference.
 2. Seller shall not be entitled to an adjustment in Procurement Contract Price for any delay, disruption, or interference if such delay is concurrent with a delay, disruption, or interference caused by or within the control of Seller. Such a concurrent delay by Seller does not preclude an adjustment of Procurement Contract Times to which Seller is otherwise entitled.
 3. Adjustments of Procurement Contract Times or Procurement Contract Price are subject to the provisions of Articles 11 and 12.

- E. Each Seller request seeking a delay-related increase in Procurement Contract Times or Procurement Contract Price must be supplemented by supporting data that sets forth in detail the following: (1) the circumstances that form the basis for the requested adjustment; (2) the date upon which each cause of delay, disruption, or interference began to affect Seller's progress; (3) the date upon which each cause of delay, disruption, or interference ceased to affect Seller's progress; (4) the number of days' increase in Procurement Contract Times claimed as a consequence of each such cause of delay, disruption, or interference; and (5) the impact on Procurement Contract Price. Seller shall also furnish such additional supporting documentation as Buyer or Engineer may require including, where appropriate, a revised progress schedule indicating all the activities affected by the delay, disruption, or interference, and an explanation of the effect of the delay, disruption, or interference on the critical path to completion.

ARTICLE 5—BONDS AND INSURANCE

5.01 Performance, Payment, and Other Bonds

- A. Seller shall furnish a performance bond and a payment bond, each in an amount at least equal to the Procurement Contract Price, as security for the faithful performance and payment of Seller's obligations under the Procurement Contract. These bonds must remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified in Paragraph 9.04, whichever is later, except as provided otherwise by Laws or Regulations, the terms of a prescribed bond form, the Supplementary Conditions, or other provisions of the Procurement Contract.
- B. Seller shall also furnish such other bonds (if any) as are required by the Supplementary Conditions or other provisions of the Procurement Contract.
- C. All bonds must be in the form included in the Bidding Documents or otherwise specified by Buyer prior to execution of the Procurement Contract, except as provided otherwise by Laws or Regulations, and must be issued and signed by a surety named in "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Department Circular 570 (as amended and supplemented) by the Bureau of the Fiscal Service, U.S. Department of the Treasury. A bond signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority must show that it is effective on the date the agent or attorney-in-fact signed the accompanying bond.
- D. Seller shall obtain the required bonds from surety companies that are duly licensed or authorized, in the state or jurisdiction in which the Project is located, to issue bonds in the required amounts.
- E. If the surety on a bond furnished by Seller is declared bankrupt or becomes insolvent, or the surety ceases to meet the requirements above, then Seller shall promptly notify Buyer and Engineer and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which shall comply with the bond and surety requirements of this Procurement Contract.
- F. If Seller has failed to obtain a required bond, Buyer may exercise Buyer's termination rights under Article 14.

- G. Upon request to Buyer from any subcontractor, supplier, or other person or entity claiming to have furnished labor, services, materials, or equipment used in the performance of Seller's obligations, Buyer shall provide a copy of the payment bond to such person or entity.
- H. Upon request to Seller from any subcontractor, supplier, or other person or entity claiming to have furnished labor, services, materials, or equipment used in the performance of Seller's obligations, Seller shall provide a copy of the payment bond to such person or entity.

5.02 Insurance

- A. Seller shall provide insurance of the types and coverages and in the amounts stipulated in the Supplementary Conditions.
- B. Failure of Buyer to demand certificates of insurance or other evidence of Seller's full compliance with these insurance requirements or failure of Buyer to identify a deficiency in compliance from the evidence provided will not be construed as a waiver of Seller's obligation to maintain such insurance.
- C. Upon assignment of this Procurement Contract, Seller shall name the Contractor/Assignee as an additional insured and comply with the written request of Contractor/Assignee to provide evidence of insurance.
- D. Buyer does not represent that insurance coverage and limits established in this Procurement Contract necessarily will be adequate to protect Seller.
- E. The insurance and insurance limits required herein will not be deemed as a limitation on Seller's liability under the indemnities and other rights granted to Buyer in the Procurement Contract.

5.03 Surety or Insurance Companies

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

ARTICLE 6—LICENSES AND FEES

6.01 Intellectual Property and License Fees

- A. Except to the extent stated elsewhere in the Procurement Contract Documents, Seller is not transferring any patent rights, copyrights, or other intellectual property rights for the Goods delivered.
- B. To the extent Seller is manufacturing to Buyer's design, Buyer retains all patent rights, copyrights, and other intellectual property rights in such design.
- C. If an invention, design, process, product, or device is specified in the Procurement Contract Documents for incorporation in the Goods or for the performance of Special Services, and if, to the actual knowledge of Buyer or Engineer, its use is subject to patent rights, copyrights, or other intellectual property rights calling for the payment of a license fee or royalty to others, then the existence of such rights and payment obligations will be disclosed to Seller in the Procurement Contract Documents.

- D. Seller shall pay all license fees and royalties and assume all costs incident to the use or the furnishing of the Goods, unless specified otherwise by the Procurement Contract Documents.

6.02 Seller's Infringement

- A. Subject to Paragraph 6.01, to the fullest extent permitted by Laws and Regulations, Seller shall indemnify and hold harmless Buyer, Engineer, and their officers, directors, members, partners, employees, agents, consultants, contractors, and subcontractors, from and against all claims, costs, losses, damages, and judgments (including but not limited to all reasonable fees and charges of engineers, architects, attorneys and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement or alleged infringement of any patent, copyright, or other intellectual property right by any of the Goods as delivered or Special Services as performed.
- B. Buyer will promptly notify Seller in writing of any claim, suit, or threat of suit by a third party for any infringement or alleged infringement of any patent, copyright, or other intellectual property right with respect to the Goods as delivered or Special Services as performed.
- C. Seller shall promptly defend or settle the claim or suit. Seller shall have control over such claim or suit, bear all expenses, and satisfy any adverse judgment.
 - 1. If Seller fails to defend such suit or claim after written notice by Buyer, Seller will be bound, in any subsequent suit or claim against Seller by Buyer, by any factual determination in the prior suit or claim.
 - 2. If Buyer fails to provide Seller the opportunity to defend such suit or claim, Buyer shall be barred from any remedy against Seller for such suit or claim.
- D. If a determination is made that Seller has infringed upon the intellectual property rights of another, Seller may, at Seller's own expense, obtain the necessary licenses for Buyer's benefit, or replace the Goods and provide related design and construction, consistent with the requirements of the Procurement Contract Documents, to avoid the infringement.

6.03 Buyer's Infringement

- A. Subject to Paragraph 6.01, and to the fullest extent permitted by Laws and Regulations, Buyer shall be responsible to Seller for any infringement or alleged infringement of any patent, copyright, or other intellectual property right caused by Seller's compliance with the Procurement Drawings or Procurement Specifications, and will reimburse Seller for any license fee or royalties paid by Seller to others if such payment resulted from any invention, design, process, product, or device specified to be furnished or performed in the Procurement Drawings or Procurement Specifications, but not identified as being subject to payment of such license fee or royalty.
- B. Seller will promptly notify Buyer in writing of any claim, suit, or threat of suit by a third party for intellectual property infringement arising from Seller's compliance with the Procurement Drawings or Procurement Specifications.
- C. Buyer shall defend or settle the claim or suit. Buyer shall have control over such claim or suit, bear all expenses, and satisfy any adverse judgment.
 - 1. If Buyer fails to defend such suit or claim after written notice by Seller, Buyer will be bound, in any subsequent suit or claim against Buyer by Seller, by any factual determination in the prior suit or claim.

2. If Seller fails to provide Buyer the opportunity to defend such suit or claim, Seller shall be barred from any remedy against Buyer for such suit or claim.

ARTICLE 7—SELLER’S RESPONSIBILITIES

7.01 Performance of Obligations

- A. Seller shall be solely responsible for the means, methods, techniques, sequences, and procedures necessary to perform its obligations in accordance with the Procurement Contract Documents.
- B. Seller shall supervise, inspect, and direct the furnishing of the Goods and Special Services competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform its obligations in accordance with the Procurement Contract Documents.
- C. Seller shall coordinate the provision of Special Services to avoid or limit interference or disruption of other activities at the location where the Special Services are to occur, including but not limited to ongoing facility operations and construction activities.

7.02 Labor, Materials and Equipment

- A. Seller shall provide competent, qualified and trained personnel in all aspects of its performance of the Procurement Contract.
- B. All Goods, and all equipment and material incorporated into the Goods, must be as specified, and unless specified otherwise in the Procurement Contract Documents, must be:
 1. new, and of good quality;
 2. protected, assembled, connected, cleaned, and conditioned in accordance with the original manufacturer’s instructions; and
 3. shop-assembled to the greatest extent practicable.

7.03 Laws and Regulations

- A. Seller shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of its obligations in accordance with the Procurement Contract Documents. Except where otherwise expressly required by such Laws and Regulations, neither Buyer nor Engineer shall be responsible for monitoring Seller’s compliance with any Laws or Regulations.
- B. If Seller furnishes Goods and Special Services knowing or having reason to know that such furnishing is contrary to Laws or Regulations, Seller shall bear all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such performance. It will not be Seller’s responsibility to make certain that the Procurement Specifications and Procurement Drawings are in accordance with Laws and Regulations, but this provision will not relieve Seller of Seller’s obligations under Paragraph 3.03.
- C. Changes in Laws or Regulations not known at the time of opening of Bids (or, on the Effective Date of the Procurement Contract if there were no Bids) that have a direct effect on the cost or time of Seller’s performance will be the subject of an adjustment in Procurement Contract Price or Procurement Contract Times. If Buyer and Seller are unable to agree on entitlement

to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefor as provided in Article 12.

7.04 “Or Equals”

- A. Whenever an item of material or equipment to be incorporated into the Goods is specified or described in the Procurement Contract Documents by using the names of one or more proprietary items or specific suppliers or manufacturers, the specification or description is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or “or equal” item is permitted, other items of material or equipment or material or equipment of other suppliers or manufacturers may be submitted to Buyer for Engineer’s review.
 - 1. If in Engineer’s sole discretion, such an item of material or equipment proposed by Seller is functionally equal to that named and sufficiently similar so that no change in related work will be required, it may be considered by Engineer as an “or equal” item.
 - 2. For the purposes of this paragraph, a proposed item of material or equipment may be considered functionally equal to an item so named only if in the exercise of reasonable judgment, Engineer determines that: 1) it is at least equal in quality, durability, appearance, strength, and design characteristics; 2) it will reliably perform at least equally well the function imposed by the design concept of the completed Project as a functioning whole; 3) it has an acceptable record of performance and availability of responsive service; and (4) Seller certifies that if approved: a) there will be no increase in any cost, including capital, installation or operating costs, to Buyer; and b) the proposed item will conform substantially to the detailed requirements of the item named in the Procurement Contract Documents.
- B. *Engineer’s Evaluation:* Engineer will be allowed a reasonable time within which to evaluate each proposal or Submittal made pursuant to Paragraph 7.04.A. Engineer will be the sole judge of whether to accept or reject such a proposal or Submittal. No “or equal” will be ordered, manufactured or utilized until Engineer’s review is complete, which will be evidenced by an approved Shop Drawing. Engineer will advise Buyer and Seller in writing of any negative determination. Notwithstanding Engineer’s approval of an “or-equal” item, Seller shall remain obligated to comply with the requirements of the Procurement Contract Documents.
- C. *Special Guarantee:* Buyer may require Seller to furnish at Seller’s expense a special performance guarantee or other surety with respect to any such proposed “or-equal.”
- D. *Data:* Seller shall provide all data in support of any such proposed “or equal” at Seller’s expense.

7.05 Taxes

- A. Seller shall pay all taxes and duties arising out of the sale of the Goods and the performance of Special Services. All taxes and duties are included in the Procurement Contract Price, except as noted in the Supplementary Conditions.

7.06 Submittals

- A. *Shop Drawing and Sample Requirements*
 - 1. Before submitting a Shop Drawing or Sample, Seller shall:

- a. review and coordinate the Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Procurement Contract Documents;
 - b. determine and verify:
 - 1) all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect to the Submittal; and
 - 2) the suitability of all materials and equipment offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of Seller's obligations.
 - c. confirm that the Submittal is complete with respect to all related data included in the Submittal.
2. Each Shop Drawing or Sample must bear a stamp or specific written certification that Seller has satisfied its obligations under the Procurement Contract Documents with respect to Seller's review of that Submittal, and that Seller approves the Submittal.
 3. With each Shop Drawing or Sample, Seller shall give Engineer specific written notice of any variations that the Submittal may have from the requirements of the Procurement Contract Documents. This notice will be set forth in a written communication separate from the Submittal; and, in addition, in the case of a Shop Drawing by a specific notation made on the Shop Drawing itself.
- B. *Submittal Procedures for Shop Drawings and Samples:* Seller shall label and submit Shop Drawings and Samples to Engineer for review and approval in accordance with the accepted Schedule of Submittals.
1. *Shop Drawings*
 - a. Seller shall submit the number of copies required in the Procurement Specifications.
 - b. Data shown on the Shop Drawings must be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Seller proposes to provide, and to enable Engineer to review the information for the limited purposes required by Paragraph 7.06.C.
 2. *Samples*
 - a. Seller shall submit the number of Samples required in the Procurement Specifications.
 - b. Seller shall clearly identify each Sample as to material, supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer may require to enable Engineer to review the Submittal for the limited purposes required by Paragraph 7.06.C.
 3. Where a Shop Drawing or Sample is required by the Procurement Contract Documents or the Schedule of Submittals, any related work performed by Seller prior to Engineer's review and approval of the pertinent Submittal will be at the sole expense and responsibility of Seller.
- C. *Engineer's Review of Shop Drawings and Samples*

1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the accepted Schedule of Submittals. Engineer's review and approval will be only to determine if the items covered by the Submittals will, after installation or incorporation in the Goods, comply with the requirements of the Procurement Contract Documents, and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Procurement Contract Documents.
2. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction, manufacturing, fabrication, installation, or shipping, or to safety precautions or programs incident thereto.
3. Engineer's review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.
4. Engineer's review and approval of a Shop Drawing or Sample will not relieve Seller from responsibility for any variation from the requirements of the Procurement Contract Documents unless Seller has complied with the requirements of Paragraph 7.06.A.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer will document any such approved variation from the requirements of the Procurement Contract Documents in a Field Order or other appropriate Procurement Contract modification.
5. Engineer's review and approval of a Shop Drawing or Sample will not relieve Seller from responsibility for complying with the requirements of Paragraphs 7.06.A and B.
6. Engineer's review and approval of a Shop Drawing or Sample, or of a variation from the requirements of the Procurement Contract Documents, will not, under any circumstances, change the Procurement Contract Times or Procurement Contract Price, unless such changes are included in a Change Order.
7. Neither Engineer's receipt, review, acceptance or approval of a Shop Drawing or Sample will result in such item becoming a Procurement Contract Document.
8. Seller shall furnish Goods that comply with the requirements and commitments set forth in approved Shop Drawings and Samples, subject to the provisions of Paragraph 7.06.C.4.

D. Resubmittal Procedures for Shop Drawings and Samples

1. Seller shall make corrections required by Engineer and shall return the required number of corrected copies of Shop Drawings and submit, as required, new Samples for review and approval. Seller shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous Submittals.
2. Seller shall furnish required Shop Drawing and Sample Submittals with sufficient information and accuracy to obtain required approval of an item with no more than two resubmittals. Engineer will record Engineer's time for reviewing a third or subsequent resubmittal of a Shop Drawing or Sample, and Seller shall be responsible for Engineer's charges to Buyer for such time. Buyer may impose a set-off against payments due Seller to secure reimbursement for such charges.
3. If Seller requests a change of a previously approved Shop Drawing or Sample, Seller shall be responsible for Engineer's charges to Buyer for its review time, and Buyer may

impose a set-off against payments due Seller to secure reimbursement for such charges, unless the need for such change is beyond the control of Seller.

E. *Submittals Other than Shop Drawings and Samples*

1. The following provisions apply to all Submittals other than Shop Drawings and Samples:
 - a. Seller shall submit all such Submittals to the Engineer in accordance with the schedule of Submittals and pursuant to the applicable terms of the Procurement Contract Documents.
 - b. Engineer will provide timely review of all such Submittals in accordance with the schedule of Submittals and return such Submittals with a notation of either Accepted or Not Accepted. Any such Submittal that is not returned within the time established in the schedule of Submittals will be deemed accepted.
 - c. Engineer's review will be only to determine if the Submittal is acceptable under the requirements of the Procurement Contract Documents as to general form and content of the Submittal.
 - d. If any such Submittal is not accepted, Seller shall confer with Engineer regarding the reason for the non-acceptance, and resubmit an acceptable document.
2. Procedures for the submittal and acceptance of the Progress Schedule, the Schedule of Submittals, and the Schedule of Values are set forth in Paragraphs 2.04 and 2.05.

7.07 Indemnification

- A. To the fullest extent permitted by Laws and Regulations, Seller shall indemnify and hold harmless Buyer, Engineer, Project Owner, and any assignee of Buyer, including Contractor/Assignee, and their officers, directors, members, partners, employees, agents, consultants, contractors, and subcontractors, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of Seller's obligations under the Procurement Contract, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Goods themselves), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Seller, or any individual or entity directly or indirectly employed by Seller or anyone for whose acts Seller may be liable.
- B. In any and all claims against Buyer, Engineer, Project Owner, or any assignee of Buyer, including Contractor/Assignee, or their officers, directors, members, partners, employees, agents, consultants, contractors, or subcontractors, by any employee (or the survivor or personal representative of such employee) of Seller, any subcontractor, any supplier, or any individual or entity directly or indirectly employed by any of them to furnish any of the Goods and Special Services, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 7.07.A will not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Seller or any such subcontractor, supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.

7.08 Concerning Subcontractors and Suppliers

- A. Seller may retain subcontractors and suppliers for the performance of parts of the furnishing of the Goods and Special Services. The Seller's retention of a subcontractor or supplier will

not relieve Seller's obligation to Buyer to perform and complete the furnishing the Goods and Special Services in accordance with the Procurement Contract Documents.

ARTICLE 8—SHIPPING AND DELIVERY

8.01 Shipping

- A. Seller shall select the carrier and bear all costs of packaging, transportation, insurance, special handling, and all other costs associated with shipment and delivery.

8.02 Delivery

- A. Seller shall deliver the Goods free on board (FOB) to the Point of Destination, freight prepaid, in accordance with the Procurement Contract Times set forth in the Procurement Agreement, or other date agreed to by Buyer and Seller.
- B. At least 10 days before shipment, Seller shall provide written notice to Buyer of the manner of shipment and the anticipated delivery date. The notice must also include any instructions concerning special equipment or services required at the Point of Destination to unload and care for the Goods. Seller shall also require the carrier to give Buyer at least 24 hours' notice by telephone prior to the anticipated time of delivery.
- C. Buyer will be responsible and bear all costs for unloading the Goods from carrier.
- D. Buyer will assure that adequate facilities are available to receive delivery of the Goods at the time established for delivery, or on another date agreed to by Buyer and Seller.
- E. No partial deliveries will be allowed, unless permitted or required by the Procurement Contract Documents or agreed to in writing by Buyer.
- F. Provisions governing inspection on delivery are set forth in Paragraph 9.02.

8.03 Risk of Loss

- A. Risk of loss and insurable interests transfer from Seller to Buyer upon Buyer's receipt of the Goods.
- B. Notwithstanding the provisions of Paragraph 8.03.A, if Buyer rejects the Goods as non-conforming, the risk of loss on such Goods will remain with Seller until Seller corrects the non-conformity or Buyer accepts the Goods. If rejected Goods remain at the Point of Destination pending modification and acceptance, then Seller shall be responsible for arranging adequate protection and maintenance of the Goods at Seller's expense.

ARTICLE 9—BUYER'S RIGHTS

9.01 Seller's Warranties and Guarantees

- A. Seller warrants and guarantees to Buyer that the title to the Goods conveyed will be proper, its transfer rightful, and free from any security interest, lien, or other encumbrance. Seller shall defend, indemnify, and hold Buyer harmless against any liens, claims, or demands contesting or affecting title of the Goods conveyed.
- B. Seller warrants and guarantees to Buyer that all Goods and Special Services will conform with the Procurement Contract Documents, and with the standards established by any Samples approved by Engineer. Engineer shall be entitled to rely on Seller's warranty and guarantee. If the Procurement Contract Documents do not otherwise specify the characteristics or the quality of the Goods, the Goods must comply with the requirements of Paragraph 7.02.B.

- C. Seller's warranty and guarantee hereunder excludes defects or damage caused by:
 - 1. abuse, improper modification, improper maintenance, or improper operation by persons other than Seller;
 - 2. excessive corrosion or chemical attack, unless corrosive or chemically-damaging conditions were disclosed by Buyer in the Procurement Contract Documents and the Procurement Contract Documents required the Goods to withstand such conditions;
 - 3. use in a manner contrary to Seller's written instructions for installation, operation, and maintenance; or
 - 4. normal wear and tear under normal usage.
- D. Seller's obligation to furnish the Goods and Special Services in accordance with the Procurement Contract Documents will be absolute. None of the following will constitute an acceptance of Goods and Special Services that are non-conforming, or a release of Seller's obligation to furnish the Goods and Special Services in accordance with the Procurement Contract Documents:
 - 1. observations by Buyer, Engineer, or Project Owner;
 - 2. recommendation by Engineer or payment by Buyer of any progress or final payment;
 - 3. use of the Goods by Buyer or Project Owner;
 - 4. any acceptance by Buyer, Engineer, or Project Owner, or any failure to do so;
 - 5. the end of the correction period established in Paragraph 9.04;
 - 6. the issuance of a notice of acceptance;
 - 7. any inspection, test or approval by others; or
 - 8. any correction of non-conforming Goods and Special Services by Buyer or Project Owner.
- E. Buyer shall promptly notify Seller of any breach of Seller's warranties or guarantees.

9.02 Inspections and Testing

A. *General Provisions*

- 1. The Procurement Contract Documents specify required inspections and tests. Buyer shall have the right to perform, or cause to be performed, reasonable inspections and require reasonable tests of the Goods at Seller's facility, and at the Point of Destination. Seller shall allow Buyer a reasonable time to perform such inspections or tests.
- 2. Seller shall reimburse Buyer for all expenses, except for travel, lodging, and subsistence expenses of Buyer's and Engineer's representatives, for inspections and tests specified in the Procurement Contract Documents. If as the result of any such specified testing the Goods are determined to be non-conforming, then Seller shall also bear the travel, lodging, and subsistence expenses of Buyer's and Engineer's representatives, and all expenses of re-inspection or retesting.
- 3. Buyer shall bear all expenses of inspections and tests that are not specified in the Procurement Contract Documents (other than any re-inspection or retesting resulting from a determination of non-conformity, as set forth in Paragraph 9.03); provided, however, that if as the result of any such non-specified inspections or testing the Goods

are determined to be non-conforming, then Seller shall bear all expenses of such inspections and testing, and of any necessary re-inspection and retesting.

4. Seller shall provide Buyer timely written notice of the readiness of the Goods for all inspections, tests, or approvals which the Procurement Contract Documents specify are to be observed by Buyer prior to shipment.
5. Buyer will give Seller timely notice of all specified tests, inspections, and approvals of the Goods which are to be conducted at the Point of Destination, and a representative of Seller will attend such tests, inspections, and approvals.
6. If, on the basis of inspections or testing, the Goods appear to be conforming, Buyer will give Seller prompt notice thereof. If on the basis of inspections or testing, the Goods appear to be non-conforming, Buyer will give Seller prompt notice thereof and will advise Seller of the remedy Buyer elects under the provisions of Paragraph 9.03.
7. Neither payments made by Buyer to Seller prior to any tests or inspections, nor any tests or inspections, will constitute acceptance of non-conforming Goods, or prejudice Buyer's rights under the Procurement Contract.

B. *Visual Inspection on Delivery*

1. Buyer will visually inspect the Goods upon delivery solely for purposes of identifying the Goods, general verification of quantities, and observation of apparent condition. Such visual inspection will not be construed as final or as receipt of any Goods and Special Services that, as a result of subsequent inspections and tests, are determined to be non-conforming.
2. If, on the basis of the visual inspection specified in Paragraph 9.02.B.1, the Goods appear to comply with the requirements of the Procurement Contract Documents as to quantities and condition, then within 10 days of delivery Buyer shall issue to Seller Buyer's acknowledgment of the receipt of Goods.

C. *Final Inspection*

1. After all of the Goods have been incorporated into the Project, tested in accordance with such testing requirements as are specified, and are functioning as required, and Seller has performed and completed all Special Services, Buyer will make a final inspection.
2. If, on the basis of the final inspection, Buyer determines that the Goods and Special Services are conforming, Buyer's notice thereof will constitute Buyer's acceptance of the Goods and Special Services, subject to any limitations stated in the notice.
3. If, on the basis of the final inspection, the Goods and Special Services are non-conforming, Buyer will identify the non-conformity in writing.

9.03 Non-Conforming Goods and Special Services

- A. If, on the basis of inspections and testing prior to delivery, the Goods and Special Services are found to be non-conforming, or if at any time after Buyer has acknowledged receipt of delivery and before the expiration of the correction period described in Paragraph 9.04, Buyer determines that the Goods and Special Services are non-conforming, then Seller shall promptly, without cost to Buyer and in response to written instructions from Buyer, either correct such non-conforming Goods and Special Services, or, if Goods are rejected by Buyer,

remove and replace the non-conforming Goods with conforming Goods, including all work required for reinstallation.

B. *Buyer's Rejection of Non-Conforming Goods*

1. If Buyer elects to reject the Goods in whole or in part, Buyer's notice to Seller will describe in sufficient detail the non-conforming aspect of the Goods. If Goods have been delivered to Buyer, Seller shall promptly, and within the Procurement Contract Times, remove and replace the rejected Goods.
2. Seller shall bear all costs, losses and damages attributable to the removal, replacement, reinspection, and retesting of the non-conforming Goods.
3. Upon rejection of the Goods, Buyer retains a security interest in the Goods to the extent of any payments made and expenses incurred in their testing and inspection.

C. *Buyer's Rejection of Non-Conforming Special Services*

1. If at any time Buyer elects to reject the Special Services in whole or in part, Buyer's notice to Seller will describe in sufficient detail the non-conforming aspect of the Special Services.
2. Seller shall promptly provide conforming Special Services acceptable to Buyer.
3. If Seller fails to provide conforming Special Services, Buyer may remove the Special Services from the scope of the Procurement Contract, and equitably reduce the Procurement Contract Price.

D. *Remedying Non-Conforming Goods:* If Buyer elects to permit the Seller to modify the Goods to correct the non-conformance, then Seller shall promptly provide a schedule for such modifications and shall make the Goods conforming within a reasonable time.

E. *Buyer's Acceptance of Non-Conforming Goods:* Instead of requiring correction or removal and replacement of non-conforming Goods discovered either before or after final payment, Buyer may accept the non-conforming Goods. Seller shall bear all reasonable costs, losses, and damages attributable to Buyer's evaluation of and determination to accept such non-conforming Goods.

F. *Seller Obligations:* Seller shall pay all claims, costs, losses, and damages, including but not limited to all fees and charges for re-inspection, retesting and for any engineers, architects, attorneys and other professionals, and all court or arbitration or other dispute resolution costs arising out of or relating to the non-conforming Goods and Special Services. Seller's obligations will include the costs of the correction or removal and replacement of the non-conforming Goods and the replacement of property of Buyer and others destroyed by the correction or removal and replacement of the non-conforming Goods, and obtaining conforming Special Services from others.

G. *Buyer's Rejection of Conforming Goods:* If Buyer asserts that Goods and Special Services are non-conforming and such Goods and Special Services are determined to be conforming, or if Buyer rejects as non-conforming Goods and Special Services that are later determined to be conforming, then Seller shall be entitled to reimbursement from Buyer of costs incurred by Seller in inspecting, testing, correcting, removing, or replacing the conforming Goods and Special Services, including but not limited to fees and charges of engineers, architects, attorneys and other professionals, and all court or arbitration or other dispute resolution costs associated with the incorrect assertion of non-conformance or rejection of conforming Goods and Special Services.

9.04 Correction Period

- A. Seller's responsibility for correcting all non-conformities in the Goods and Special Services will extend for a period of one year after the acceptance of the Goods and Special Services in accordance with Paragraph 9.02.C.2.
- B. Where non-conforming Goods and Services (and damage to other work resulting therefrom) have been corrected or removed and replaced under this paragraph, the correction period hereunder with respect to such Goods and Services will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.
- C. Seller's obligations under this paragraph are in addition to all other obligations and warranties. The provisions of this paragraph may not be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

ARTICLE 10—ENGINEER'S STATUS

10.01 Engineer's Role Defined

- A. Engineer will be Buyer's representative until assignment (if any) of the Procurement Contract.
- B. The duties and responsibilities and the limitations of authority of Engineer prior to assignment, if any, of the Procurement Contract, are set forth in the Procurement Contract Documents.
- C. Engineer's responsibilities, if any, after an assignment (if any) of the Procurement Contract, are set forth in the Procurement Agreement.

10.02 Duties and Responsibilities; Authority; Limitations

- A. As set forth in Article 3, Engineer will be the initial interpreter of the Procurement Contract Documents and judge of the acceptability of the Goods and Special Services, and will issue clarifications, interpretations, and decisions regarding such issues.
- B. Acting on behalf of Buyer under the provisions of Article 9, Engineer has the authority to disapprove or reject Goods and Special Services that Engineer believes to be non-conforming. Engineer also has the authority to require special inspection or testing of the Goods or Special Services as provided in Paragraph 9.02, whether or not the Goods are fabricated or installed, or the Special Services are completed.
- C. Engineer may authorize minor deviations or variations in the Procurement Contract Documents by: 1) written approval of specific variations set forth in Shop Drawings when Seller has duly noted such variations as required in Paragraph 7.06.A.3, or 2) a Field Order.
- D. As set forth in Article 12, Engineer will review Claims, and render decisions on Claims.
- E. In rendering any interpretations, clarifications, reviews, decisions, disapprovals, acceptances, rejections, authorizations, and judgments, Engineer will not show partiality to Buyer or Seller. Engineer will not be liable to Buyer, Seller, or others in connection with any interpretations, clarifications, reviews, decisions, disapprovals, acceptances, rejections, authorizations, or judgments conducted or rendered by Engineer in good faith.
- F. Engineer will not supervise, direct, control, or have authority over or be responsible for the means, methods, techniques, sequences, or procedures used by Seller to perform its

obligations under this Procurement Contract, or the safety precautions and programs incident thereto, or for any failure of Seller to comply with Laws and Regulations applicable to the performance of its obligations. Engineer will not be responsible for Seller's failure to furnish the Goods and Special Services in accordance with the Procurement Contract Documents.

ARTICLE 11—CHANGES

11.01 Amending and Supplementing the Procurement Contract

- A. The Procurement Contract may be amended or supplemented by a Change Order, a Change Directive, or a Field Order.
- B. If an amendment or supplement to the Procurement Contract includes a change in the Procurement Contract Price or the Procurement Contract Times, such amendment or supplement must be set forth in a Change Order.
- C. All changes to the Procurement Contract that involve (1) the conformance or acceptability of the Goods and Special Services, (2) the design (as set forth in the Procurement Drawings, Procurement Specifications, or otherwise), or (3) other engineering or technical matters, must be supported by Engineer's recommendation. Buyer and Seller may amend other terms and conditions of the Procurement Contract without the recommendation of the Engineer.

11.02 Change Orders

- A. Buyer and Seller shall execute appropriate Change Orders covering:
 - 1. Changes in Procurement Contract Price or Procurement Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Goods and Special Services furnished in accordance with a Change Directive;
 - 2. Changes in Procurement Contract Price resulting from a Buyer set-off, unless Seller has duly contested such set-off;
 - 3. Changes in the Goods and Special Services which are: (a) ordered by Buyer pursuant to Paragraph 11.05, (b) required because of Buyer's acceptance of non-conforming Goods and Services under Paragraph 9.03 or (c) agreed to by the parties, subject to the need for Engineer's recommendation if the change in the Goods and Special Services involves the design (as set forth in the Procurement Drawings, Procurement Specifications, or otherwise) or other engineering or technical matters; and
 - 4. Changes that embody the substance of any final and binding results under: Paragraph 11.03.B, resolving the impact of a Change Directive; Article 12, Claims; and similar provisions.
- B. If Buyer or Seller refuses to execute a Change Order that is required to be executed under the terms of Paragraph 11.02.A, it will be deemed to be of full force and effect, as if fully executed.

11.03 Change Directives

- A. A Change Directive will not change the Procurement Contract Price or the Procurement Contract Times but is evidence that the parties expect that the modification ordered or documented by a Change Directive will be incorporated in a subsequently issued Change Order, following negotiations by the parties as to the Change Directive's effect, if any, on the Procurement Contract Price and Procurement Contract Times; or, if negotiations are

unsuccessful, by a determination under the terms of the Procurement Contract Documents governing adjustments, expressly including Paragraph 11.08 regarding change of Procurement Contract Price.

- B. If Buyer has issued a Change Directive and Buyer or Seller believes that an adjustment in Procurement Contract Times or Procurement Contract Price is necessary, then such party shall submit a Claim seeking such an adjustment no later than 30 days after the completion of the Goods and Services set out in the Change Directive.

11.04 Field Orders

- A. Engineer may authorize minor changes in the Goods and Services if the changes do not involve an adjustment in the Procurement Contract Price or the Procurement Contract Times and are compatible with the design concept as indicated by the Procurement Contract Documents. Such changes will be accomplished by a Field Order and will be binding on Buyer and also on Seller, which shall perform the Goods and Special Services involved promptly.
- B. If Seller believes that a Field Order justifies an adjustment in the Procurement Contract Price or Procurement Contract Times, then before proceeding with the Goods and Special Services at issue, Seller shall submit a Claim as provided herein.

11.05 Buyer-Authorized Changes in the Goods and Special Services

- A. Without invalidating the Procurement Contract and without notice to any surety, Buyer may, at any time or from time to time, order additions, deletions, or revisions in the Goods and Special Services. Changes involving the design (as set forth in the Procurement Drawings, Procurement Specifications, or otherwise) or other engineering or technical matters will be supported by Engineer's recommendation.
- B. Such changes in the Goods and Special Services may be accomplished by a Change Order, if Buyer and Seller have agreed as to the effect, if any, of the changes on Procurement Contract Times or Procurement Contract Price; or by a Change Directive. Upon receipt of any such document, Seller shall promptly proceed with the Goods and Special Services involved; or, in the case of a deletion in the Goods and Special Services, promptly cease activities with respect to such deletion. Added or revised Goods and Special Services must be performed under the applicable conditions of the Procurement Contract Documents.

11.06 Buyer's Contingency Allowance

- A. The Buyer's Contingency Allowance, if any such is set forth in the Procurement Agreement, is for the sole use of Buyer to cover unanticipated costs.
- B. If Buyer exercises its unilateral right to use all or a portion of the Buyer's Contingency Allowance, Buyer will issue a written directive that documents the costs to which the allowance is applied, Seller's entitlement to compensation, and the consequent reduction in such allowance.
- C. Prior to final payment, the Total Price, as set forth in the Procurement Agreement, will be duly adjusted to account for any unused portion of the Buyer's Contingency Allowance.
- D. The Procurement Agreement, Article 5, addresses the impact on Buyer's Contingency Allowance of an assignment of the Procurement Contract.

11.07 Unauthorized Changes in the Goods and Special Services

- A. Seller shall not be entitled to an increase in the Procurement Contract Price or an extension of the Procurement Contract Times with respect to any work performed that is not required by the Procurement Contract Documents, as amended, modified, or supplemented.

11.08 Change of Procurement Contract Price

- A. The Procurement Contract Price may only be changed by a Change Order. Any Claim for an adjustment of Procurement Contract Price must comply with the provisions of Article 12.
- B. An adjustment in the Procurement Contract Price will be determined as follows:
 - 1. For changes in Unit Price Goods and Special Services, by application of the unit prices to the quantities of the items involved;
 - 2. To the extent the cost of the change is not covered by unit prices, then by a mutually agreed lump sum; or
 - 3. To the extent the cost of the change is not covered by unit prices and the parties do not reach mutual agreement to a lump sum, then on the basis of documented costs plus a Seller's fee for overhead and profit of 15%.

11.09 Change of Procurement Contract Times

- A. The Procurement Contract Times may only be changed by a Change Order. Any Claim for an adjustment in the Procurement Contract Times must comply with the provisions of Article 12.

11.10 Notification to Surety

- A. If the provisions of any bond require notice to be given to a surety of any change affecting the general scope of the Goods and Special Services or the provisions of the Procurement Contract (including, but not limited to, Procurement Contract Price or Procurement Contract Times), the giving of any such notice will be Seller's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

ARTICLE 12—CLAIMS, DISPUTES, AND DISPUTE RESOLUTION

12.01 Claims

- A. The parties agree to endeavor to avoid or resolve Claims through direct, good faith discussions and negotiations whenever practicable. Such discussions and negotiations should at the outset address whether the parties mutually agree to suspend the Claims process, including the time periods established in this Paragraph 12.01; if so, a written record of such mutual agreement should be made and jointly executed.
- B. Claimant shall deliver to Engineer and the other party to the Procurement Contract written notice of each Claim within 15 days after the occurrence of the event giving rise to the Claim.
- C. Claimant shall deliver written supporting data to Engineer and the other party within 45 days after such occurrence unless Engineer allows an additional period of time.
- D. Engineer will review each such Claim and render a decision in writing within 30 days after receipt of the last submittal of the claimant or the last submittal of the opposing party, if any.
- E. If Engineer does not render a formal written decision on a Claim within the time stated in Paragraph 12.01.D., Engineer shall be deemed to have issued a decision denying the Claim in

its entirety 31 days after receipt of the last submittal of the claimant or the last submittal of the opposing party, if any.

- F. The rendering of a decision by Engineer pursuant to this Paragraph 12.01 with respect to any such Claim, dispute, or other matter (except any which have been waived by the making or acceptance of final payment) will be a condition precedent to any exercise by Buyer or Seller of such rights or remedies as either may otherwise have under the Procurement Contract Documents or by Laws or Regulations in respect of any such Claim, dispute, or other matter. If the exercise of such rights or remedies will imminently be time-barred, a party may take actions necessary to preserve such rights and remedies notwithstanding the lack of the condition precedent referred to in this paragraph.
- G. If a submitted matter in question concerns terms and conditions of the Procurement Contract Documents that do not involve (1) the performance or acceptability of Goods and Special Services under the Procurement Contract Documents, (2) the design (as set forth in the Procurement Drawings, Procurement Specifications, Addenda, or otherwise), or (3) other engineering or technical matters, then Engineer will promptly give written notice to Buyer and Seller that Engineer is unable to provide a decision or interpretation. If Buyer and Seller are unable to agree on resolution of such a matter in question, either party may pursue resolution as provided in Paragraph 12.02.
- H. Engineer's written decision on such Claim or a decision denying the Claim in its entirety that is deemed to have been issued pursuant to Paragraph 12.01, will be final and binding upon Buyer and Seller 30 days after it is issued unless within 30 days of issuance Buyer or Seller appeals Engineer's decision by initiating the mediation of such Claim in accordance with the dispute resolution procedures set forth in Paragraph 12.02.
- I. If Article 12 has been amended to delete the mediation requirement, then Buyer or Seller may appeal Engineer's decision within 30 days of issuance by following the alternative dispute resolution process set forth in Article 12, as amended; or if no such alternative dispute resolution process has been set forth, Buyer or Seller may appeal Engineer's decision by 1) delivering to the other party within 30 days of the date of such decision a written notice of intent to submit the Claim to a court of competent jurisdiction, and 2) within 60 days after the date of such decision instituting a formal proceeding in a court of competent jurisdiction.
- J. No Claim for an adjustment in Procurement Contract Price or Procurement Contract Times will be valid if not submitted in accordance with Article 12.
- K. The effect on Claims of an assignment of the Procurement Contract by Buyer to a Contractor/Assignee is addressed in the Procurement Agreement, Article 5.

12.02 Dispute Resolution Method

- A. Either Buyer or Seller may initiate the mediation of (1) any Claim decided in writing by Engineer under Paragraph 12.01 before such decision becomes final and binding, or (2) any other dispute between the parties, including but not limited to any dispute arising after final inspection of the Goods and Services. The mediation will be governed by the Construction Industry Mediation Rules of the American Arbitration Association in effect as of the Effective Date of the Procurement Contract. The request for mediation must be submitted in writing to the American Arbitration Association and the other party to the Procurement Contract. Timely submission of the request will stay Engineer's decision from becoming final and binding.

- B. Mediation is a condition precedent to seeking final dispute resolution under Paragraph 12.01.C. Buyer and Seller shall participate in the mediation process in good faith. The process must be concluded within 60 days of filing of the request. The date of termination of the mediation will be determined by application of the mediation rules referenced above.
- C. If the mediation process does not result in resolution of the dispute, then Engineer's written Claim decision under Paragraph 12.01.D or a Claim denial pursuant to Paragraph 12.01.E becomes final and binding, or if applicable such other dispute is deemed resolved in favor of respondent, unless, within 30 days after termination of the mediation, Buyer or Seller:
 - 1. elects in writing to invoke any final dispute resolution process provided for in the Supplementary Conditions, or
 - 2. agrees with the other party to submit the Claim or dispute to another final dispute resolution process, or
 - 3. if no final dispute resolution process has been provided for in the Supplementary Conditions, delivers to the other party written notice of the intent to submit the Claim or dispute to a court of competent jurisdiction, and within 60 days of the termination of the mediation institutes such formal proceeding.

ARTICLE 13—PAYMENT

13.01 Applications for Progress Payments

- A. Seller shall submit to Buyer for Engineer's review Applications for Payment filled out and signed by Seller and accompanied by such supporting documentation as is required by the Procurement Contract Documents and also as Buyer or Engineer may reasonably require.
- B. The timing and amounts of progress payments will be as stipulated in the Procurement Agreement.
- C. Any Application for Payment that is based in whole or in part on the delivery of Goods must be accompanied by a bill of sale, invoice, or other documentation reasonably satisfactory to Buyer warranting that Buyer has rightfully received good title to the Goods from Seller and that, upon payment, the Goods will be free and clear of all liens. Such documentation will include releases and waivers from all parties with viable lien rights.
- D. Buyer shall notify Seller promptly of any deficiency in the required documentation.

13.02 Review of Applications for Progress Payments

- A. *Review of Applications*
 - 1. Engineer will, within 10 days after receipt of each Application for Payment, including each resubmittal, either indicate in writing a recommendation of payment and present the Application to Buyer, or return the Application to Seller indicating in writing Engineer's reasons for refusing to recommend payment.
 - 2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Buyer, based on Engineer's observations of Seller's progress, as an experienced and qualified design professional, and on Engineer's review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:

- a. the Goods and Special Services or other obligations of Seller have progressed to the point indicated;
 - b. the quality of the Goods and Special Services or other obligations of Seller are generally in accordance with the Procurement Contract Documents; and
 - c. the conditions precedent to Seller being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Seller's progress.
3. By recommending any such payment Engineer will not thereby be deemed to have represented that:
- a. inspections made to check the quality or the quantity of the Goods and Special Services or other obligations of Seller have been exhaustive, extended to every aspect of the Goods and Special Services or other obligations of Seller in progress, or involved detailed inspections of the Goods and Special Services or other obligations of Seller beyond the responsibilities specifically assigned to Engineer in the Procurement Contract; or
 - b. there may not be other matters or issues between the parties that might entitle Seller to be paid additionally by Buyer, or entitle Buyer to withhold payment to Seller.
4. Neither Engineer's review of Seller's progress for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose responsibility on Engineer:
- a. to supervise, direct, or control the Seller's performance or furnishing of Goods and Special Services or other obligations of Seller; or
 - b. for the means, methods, techniques, sequences, or procedures of construction, manufacturing, fabrication, installation, or shipping, or the safety precautions and programs incident thereto; or
 - c. for Seller's failure to comply with Laws and Regulations applicable to Seller's performance under the Procurement Contract; or
 - d. to make any examination to ascertain how or for what purposes Seller has used the money paid for the Procurement Contract Price; or
 - e. to determine that title to any of the Goods or component parts have passed to Buyer free and clear of any Liens.
5. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Buyer stated in Paragraph 13.02.A.2.
6. Engineer will recommend reductions in payment (set-offs) necessary in Engineer's opinion to protect Buyer from loss because:
- a. the Goods and Services are non-conforming, requiring correction or replacement;
 - b. the Procurement Contract Price has been reduced by Change Orders;
 - c. Buyer has been required to correct non-conforming Goods and Special Services in accordance with Paragraph 9.03.C, or has accepted non-conforming Goods and Special Services pursuant to Paragraph 9.03.E; or

- d. Engineer has actual knowledge of the occurrence of any of the events that would constitute a default by Seller and therefore justify termination for cause under the Procurement Contract Documents.

13.03 Basis and Amount of Progress Payments

- A. The basis and amounts of the progress payments will be as provided in the Procurement Agreement, subject to the provisions of this Article 13 regarding reductions in payment.

13.04 Suspension of or Reduction in Payment

- A. Buyer may temporarily cease making progress payments, or reduce the amount of a progress payment, even though recommended for payment by Engineer, under the following circumstances:
 - 1. Buyer has reasonable grounds to conclude that Seller will not furnish the Goods or the Special Services in accordance with the Procurement Contract Documents, and
 - 2. Buyer has requested in writing assurances from Seller that the Goods and Special Services will be delivered or furnished in accordance with the Procurement Contract Documents, and Seller has failed to provide adequate assurances within ten days of Buyer's written request.
 - 3. In addition to any reductions in payment (set-offs) recommended by Engineer, Buyer is entitled to impose a set-off against payment based on any of the following:
 - a. claims have been made against Buyer based on Seller's conduct in the performance or furnishing of the Goods and Special Services, or has incurred costs, losses, or damages resulting from Seller's conduct in the performance or furnishing of the Goods and Special Services, including but not limited to claims, costs, losses, or damages from workplace injuries, adjacent property damage, non-compliance with Laws and Regulations, and patent infringement;
 - b. Seller has failed to take reasonable and customary measures to avoid damage, delay, disruption, and interference with other work at or adjacent to the Point of Destination or the worksite;
 - c. Seller has failed to provide and maintain required bonds or insurance;
 - d. Buyer has incurred extra charges or engineering costs related to Submittal reviews, evaluations of proposed substitutes, tests and inspections, or return visits to manufacturing or assembly facilities;
 - e. the Goods and Special Services are non-conforming, requiring correction or replacement;
 - f. Buyer has been required to correct non-conforming Goods and Special Services, in accordance with Paragraph 9.03.C, or has accepted non-conforming Goods and Special Services pursuant to Paragraph 9.03.E;
 - g. the Procurement Contract Price has been reduced by Change Orders;
 - h. an event that would constitute a default by Seller and therefore justify a termination for cause has occurred;
 - i. liquidated or other damages have accrued as a result of Seller's failure to achieve Milestones, Substantial Completion, or final completion of the Goods and Special Services; or

- j. liens have been filed in connection with the Procurement Contract, except where Seller has delivered a specific bond satisfactory to Buyer to secure the satisfaction and discharge of such liens.
- B. If Buyer refuses to make payment of the full amount recommended by Engineer, Buyer will provide Seller and Engineer immediate written notice stating the reason for such action and promptly pay Seller any amount remaining after deduction of the amount withheld. Buyer shall promptly pay Seller the amount withheld when Seller corrects the reason for such action to Buyer's satisfaction.

13.05 Final Payment

- A. After Seller has corrected all non-conformities to the reasonable satisfaction of Buyer and Engineer and furnished all Special Services, Seller may submit its final Application for Payment following the procedures for progress payments.
- B. The final Application for Payment will be accompanied by all documentation called for in the Procurement Contract Documents (including but not limited to all final operations and maintenance manuals, and any special warranties), a list of all unsettled Claims, and the written consent of surety to the making of final payment.
- C. If, on the basis of final inspection and the review of the final Application for Payment and accompanying documentation, Engineer is reasonably satisfied that Seller has furnished the Goods and Special Services in accordance with the Procurement Contract Documents, and that Seller has fulfilled all other obligations under the Procurement Contract Documents, then Engineer will, within 10 days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of final payment subject to the provisions of Paragraph 13.02, and present the final Application for Payment to Buyer. Such recommendation will account for any set-offs against payment that are necessary in Engineer's opinion to protect Buyer from loss for the reasons stated in Paragraph 13.02.
- D. If Engineer does not recommend final payment, Engineer will return the final Application for Payment to Seller, indicating the reasons for refusing to recommend final payment, in which case Seller shall make the necessary corrections and resubmit the final Application for Payment.
- E. In support of its recommendation of final payment Engineer will also give written notice to Buyer and Seller that the Goods and Special Services are acceptable, subject to stated limitations in the notice and to the provisions of Paragraph 13.06.
- F. If the final Application for Payment and accompanying documentation are appropriate as to form and substance, Buyer shall, within 30 days after receipt thereof, pay Seller the amount recommended by Engineer, less any sum Buyer is entitled to set off against Engineer's recommendation, pursuant to the provisions of Paragraph 13.04.
- G. Buyer will not make final payment, or return or release included retainage (if any) at any time, unless Seller submits written consent of the surety to such payment, return, or release.

13.06 Waiver of Claims

- A. By making final payment, Buyer waives its claim or right to liquidated damages or other damages for late completion by Seller, except as set forth in an outstanding Claim, appeal, set-off, or express reservation of rights by Buyer. Buyer reserves all other claims or rights after final payment.

- B. The acceptance of final payment by Seller will constitute a waiver by Seller of all claims and rights against Buyer other than those pending matters that have been duly submitted or appealed under the provisions of Article 12.

ARTICLE 14—CANCELLATION, SUSPENSION, AND TERMINATION

14.01 Cancellation

- A. Buyer has the right to cancel the Procurement Contract, without cause, at any time prior to delivery of the Goods by written notice. Cancellation pursuant to the terms of this paragraph will not constitute a breach of contract by Buyer. Upon cancellation:
 - 1. Buyer shall pay Seller for the direct costs incurred in producing any Goods that Seller has specially manufactured for the Project, plus a fair and reasonable amount for overhead and profit.
 - 2. For Goods that are not specially manufactured for the Project, Seller shall be entitled to a restocking charge of 10 percent of the unpaid Procurement Contract Price of such Goods.

14.02 Suspension of Performance by Buyer

- A. Buyer has the right to suspend performance of the Procurement Contract for up to 90 days, without cause, by written notice. Upon suspension under this paragraph, Seller shall be entitled to an increase in the Procurement Contract Times and Procurement Contract Price caused by the suspension, provided that performance would not have been suspended or delayed for causes attributable to Seller.

14.03 Suspension of Performance by Seller

- A. Seller may suspend the furnishing of the Goods and Special Services only under the following circumstance:
 - 1. Seller has reasonable grounds to conclude that Buyer will not perform its future payment obligations under the Procurement Contract; and
 - 2. Seller has requested in writing assurances from Buyer that future payments will be made in accordance with the Procurement Contract, and Buyer has failed to provide such assurances within ten days of Seller's written request.

14.04 Breach and Termination

A. *Buyer's Breach*

- 1. Seller shall have the right to terminate the Procurement Contract for cause by declaring a breach if Buyer fails to comply with any material provision of the Procurement Contract. Upon termination, Seller shall be entitled to all remedies provided by Laws and Regulations.
- 2. If Seller believes Buyer is in breach of its obligations under the Procurement Contract, Seller shall provide Buyer with reasonably prompt written notice setting forth in sufficient detail the reasons for declaring that it believes a breach has occurred. Buyer shall have 7 days from receipt of the written notice declaring the breach (or such longer period of time as Seller may grant in writing) within which to cure or to proceed diligently to cure such alleged breach.

B. *Seller's Breach*

1. Buyer may terminate Seller's right to perform the Procurement Contract for cause by declaring a breach should Seller fail to comply with any material provision of the Procurement Contract Documents. Upon termination, Buyer shall be entitled to all remedies provided by Laws and Regulations.
2. In the event Buyer believes Seller is in breach of its obligations under the Procurement Contract, Buyer shall provide Seller with reasonably prompt written notice setting forth in sufficient detail the reasons for declaring that it believes a breach has occurred. Seller shall have 7 days from receipt of the written notice declaring the breach (or such longer period of time as Buyer may grant in writing) within which to cure or to proceed diligently to cure such alleged breach.
3. If and to the extent that Seller has provided a performance bond under the provisions of Paragraph 5.01, the notice and cure procedures of that bond, if any, will supersede the notice and cure procedures of Paragraph 14.04.B.2.

ARTICLE 15—MISCELLANEOUS

15.01 Giving Notice

- A. Whenever any provision of the Procurement Contract requires the giving of written notice to Buyer, Seller, or Engineer, it will be deemed to have been validly given if delivered:
 1. in person, by a commercial courier service or otherwise, to the recipient's place of business;
 2. by registered or certified mail, postage prepaid, to the recipient's place of business; or
 3. by e-mail to the recipient, with the words "Formal Notice" or similar in the e-mail's subject line.

15.02 Controlling Law

- A. This Procurement Contract is to be governed by the law of the state in which the Goods are to be installed.
- B. In the case of any conflict between the express terms of this Procurement Contract and the Uniform Commercial Code, as adopted in the state whose law governs, it is the intent of the parties that the express terms of this Procurement Contract will apply.

15.03 Computation of Time

- A. When any period of time is referred to in the Procurement Contract by number of 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.

15.04 Cumulative Remedies

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

15.05 Survival of Obligations

- A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Procurement Contract, as well as all continuing obligations indicated in the Procurement Contract, will survive final payment, completion, and acceptance of the Goods and Special Services or termination or completion of the Procurement Contract or of the services of Seller.

15.06 Entire Agreement

- A. Buyer and Seller agree that this Procurement Contract is the complete and final agreement between them, and supersedes all prior negotiations, representations, or agreements, either written or oral. This Procurement Contract may not be altered, modified, or amended except in writing signed by an authorized representative of both parties.

15.07 No Waiver

- A. A party's non-enforcement of any provision will not constitute a waiver of that provision, nor will it affect the enforceability of that provision or of the remainder of this Procurement Contract.

15.08 Headings

- A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions.

15.09 Successors and Assigns

- A. Buyer and Seller each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Procurement Contract.

END OF SECTION

SECTION 00800
SUPPLEMENTARY CONDITIONS TO
THE GENERAL CONDITIONS

The following supplements modify, change from or add to the General Conditions of the Construction Contract, SECTION 600 – General Conditions. Where any article of the General Conditions is modified or any Paragraph, Subparagraph, or Clause thereof is modified or deleted by these supplements, the unaltered provisions shall remain in effect.

ARTICLE 1 – DEFINITIONS AND TERMINOLOGY

13. Engineer: Delete Paragraph in its entirety and replace with the following:

Engineer – the Architect, Engineer, or Project Manager individual or entity designated as such named in the Agreement.

Add the following new Defined Terms:

41. Provide – As used in the Project Manual, means to furnish and install, complete and ready for intended use.

42. Product - As used in the Project Manual, includes materials, fabrications, systems and equipment.

43. Proprietary Item - As used in the Contract Documents, includes goods, equipment, or materials integrated into the operations; considered strategic; requires compatibility with existing goods, equipment, or materials; or which could not be replaced or incorporated without substantial expenditures and the Seller shall include the specific item specified from the manufacturer or supplier indicated.

44. Substantial Completion—As used in the Contract Documents, includes the time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms “substantially complete” and “substantially completed” as applied to all or part of the Work refer to Substantial Completion thereof.

ARTICLE 2 – PRELIMINARY MATTERS

2.02.A In the first line, change the term “...one...” to read” ...three...”.

ARTICLE 3 – PROCUREMENT CONTRACT DOCUMENTS

00800-1

3.01.G Add the following Paragraph 3.01G: "The Seller shall be responsible for the construction and coordination of the parts of the Project, and all systems provided shall be completely compatible and fully functional without additional cost to OWNER."

3.02.C. Add the following new paragraph to paragraph 3.02.C:

"C. Sections of Division Zero and One - General Requirements govern the execution of all sections of the Specifications."

ARTICLE 4 – COMMENCEMENT AND SCHEDULE

4.01.A Delete Paragraph 4.01.A in its entirety and replace with the following:

A. The date of commencement of the Work is the date established in a Notice to Proceed. If there is no Notice to Proceed, it shall be the date of the Procurement Contract or such other date as may be established therein."

4.01B Add the following new paragraphs after paragraph 4.01A:

"B The Seller shall perform no portion of the Work at any time without Contract Documents or, where specified, approved Shop Drawings for such portion of the Work.

"C. By executing the Contract, Seller represents that he has visited the site, familiarized himself with the local conditions under which the Work is to be performed, and correlated his observations with the requirements of the Contract Documents."

"D. Notice of Commencement: Prior to starting construction, the Seller shall record a Notice of Commencement in the Duval County Clerk's office and forthwith post either a certified copy thereof or a notarized statement that the Notice of Commencement has been filed for recording along with a copy thereof at the job site.

1. The Seller shall submit a copy of the Notice of Commencement to the Buyer and Engineer for review.
2. The Notice of Commencement shall comply with the requirements of Chapter 713.13 Florida Statutes.
3. The Notice of Commencement shall reference that the Seller has furnished a Payment Bond for the improvement of real property and the OWNER will look to the Seller's Payment Bond for protection on the work in accordance with Chapter 713.23 Florida Statutes."

ARTICLE 5 – BOND AND INSURANCE:

5.01B Delete Paragraph 5.01.B in its entirety and replace with the following:

"B. The Seller shall provide a two (2) year warranty bond, after the date of Final Completion, for the full and faithful performance and workmanship of the project for any Work that is found to be

defective, or if the repair of any damages to the land or areas made available for Seller's use by Buyer or permitted by Laws and Regulations as contemplated."

5.02.H Add the following new paragraphs after paragraph 5.02.E:

"H. The Seller shall procure and maintain, at its sole expense for the period of construction of the Project and for a period of no less than three (3) years following substantial completion, insurance of the types and in the minimum amounts stated below:

<u>Insurance:</u>	<u>Minimum Limits:</u>
General Liability	\$1,000,000.00
Each Occurrence	\$1,000,000.00
Medical Expense (Any one person)	\$10,000.00
Personal and Advertising Injury	\$1,000,000.00
General Aggregate	\$2,000,000.00
Products and Completed Operations	\$2,000,000.00
Aggregate	\$2,000,000.00
Builder Risk/ Installation Floater	Full Replacement
Umbrella	\$1,000,000.00
Automobile (hired & non-owned	\$1,000,000.00
vehicles)	\$1,000,000.00 (if applicable)
Automobile (owned)	Statutory limits in compliance with
Workers Compensation	State and Federal Laws.

The above insurance shall be written by an insurer holding a current certificate of authority pursuant to Chapter 624, Florida Statutes. Such insurance shall be endorsed to provide for a waiver of underwriter's rights of subrogation in favor of the Buyer. Such insurance shall be written by an insurer with an A.M. Best Rating of A-X or better. ***Note: The City of Neptune Beach shall be listed as a named insurance certificate holder by the successful Bidder prior to beginning work.*** (This requirement is excepted for Worker's Compensation Insurance)."

"I. In addition to the insurance required to be provided by Seller, the Seller may purchase and maintain at Seller's expense Seller's own liability insurance as will protect Buyer against claims which may arise from operations under the Contract Documents including ensuing loss provision that includes faulty design, faulty materials, faulty workmanship or mechanical breakdown for the full replacement cost of the project."

"F. The Seller shall purchase and maintain property insurance upon the Work at the Site in the amount of the Total Project Cost thereof, including soft costs. Any exclusions or provisions in the insurance maintained by the Seller that excludes coverage for work contemplated in this Agreement shall be deemed unacceptable and shall be considered breach of contract. The Seller's insurance coverage shall be primary insurance as respects to the Buyer for all applicable policies. The coverages, limits and/or endorsements required herein protect the primary interests of the Buyer, and these coverages, limits and/or endorsements shall in no way be required to be relied upon when assessing the extent or determining appropriate types and limits of coverage to protect the Seller against any loss exposures, whether as a result of this Agreement or otherwise. This property insurance shall:

1. include the interests of Buyer, Seller, Subcontractors, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors, partners, employees, agents and other consultants and subcontractors of any of them each of whom is deemed to have an insurable interest and shall be listed as an insured or additional insured. The Seller's insurance coverage shall be primary insurance as respects to the Buyer, its officials, employees, and volunteers. Any insurance or self-insurance maintained by the Buyer, its officials, employees, or volunteers shall be excess of the Seller's insurance and shall be non-contributory.;
2. for the installation of property and/or equipment be written on a Builder's Risk All Risk, Special Risk, or Special Causes of loss policy form that shall at least include insurance for physical loss and damage to the Work, property, temporary buildings, temporary structures, temporary works, falsework, underground works, site work, paving, machinery, foundations, pipework, site preparation, excavations, equipment breakdown for cold testing, hot testing, waiver of occupancy clause endorsement, materials and equipment in transit and shall insure against at least the following perils or causes of loss: fire; explosion; lightning extended coverage; theft, vandalism and malicious mischief; flood with no coinsurance clause; rising water; collapse; debris removal; demolition occasioned by enforcement of Laws and Regulations; wind; hurricane, tornado, and windstorm with no coinsurance clause; water damage; mechanical breakdown; and such other perils or causes of loss as may be specifically required by the Supplementary Conditions. The Builders Risk should include waivers of subrogation to the extent damage is covered by the Builders Risk policy in favor of the OWNER, and the policy itself must allow for a written waiver of subrogation. Named Windstorm Deductibles, if any, must be disclosed. The policy shall contain no coinsurance clauses and note the individual coverages.
3. for the installation of materials and supplies include an Installation Floater that shall at least include all materials, equipment, and supplies in Seller's care, custody or control intended for installation at the Work site including transit to and from the Work site, awaiting and during installation, equipment breakdown for cold testing and hot testing such as: plumbing, HVAC, underground works, electrical systems, machinery, equipment, flooring, roofing, site piping, well casings, pumps, motors, meters, instrumentation and controls, windows, doors, generators, fixtures, hatches, lights, fencing, railings, ladders, walkways, instruments of transit, moveable goods, etc. The Installation Floater shall cover losses caused by: fire; lightning extended coverage; theft; explosion; vandalism and malicious mischief; flood with no coinsurance clause; rising water; hurricane, tornado, and windstorm with no coinsurance clause; water damage, and such other perils or causes of loss as may be specifically required by the Supplementary Conditions. The policy shall contain no coinsurance clauses and note the individual coverages.

4. include expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects);
5. cover property, supplies, materials and equipment stored at the Site or at another location in Seller's care, custody or control including transit to and from the Work site;
6. allow for partial utilization of the Work by Buyer and include a waiver of occupancy clause endorsement;
7. include testing and startup including equipment breakdown for cold testing and hot testing;
8. be maintained in effect until final payment is made unless otherwise agreed to in writing by Buyer, Seller and Engineer with 30 days written notice to each other additional insured to whom a certificate of insurance has been issued.

"G. The Seller has the sole responsibility for all insurance premiums or self-insured retention and shall be fully and solely responsible for any costs or expenses as a result of a coverage deductible, co-insurance penalty, or self-insured retention; including any loss not covered because of the operation of such deductible, co-insurance penalty, self-insured retention, or coverage exclusion or limitation. Any costs for adding the Buyer as an Additional Insured shall be at the Seller's expense."

ARTICLE 7 – SELLER'S RESPONSIBILITIES

7.09 Add the following new paragraph after 7.08:

"7.09. In conformance with the requirements of Section 725.06, Florida Statutes, the specific considerations for CONTRACTOR's promises are:

1. One dollar (\$1.00) in hand paid by Buyer, Engineer, and Engineer's employees to Seller, receipt whereof is hereby acknowledged and the adequacy of which the Seller accepts as completely fulfilling the obligations of Buyer, Engineer, and Engineer's employees under the requirements of Section 725.06, Florida Statutes, and;
2. The entry of Buyer and Seller into the construction contract because, but for the Seller's promises as contained in the General Conditions, Buyer would not have entered into the construction contract with Seller."

Article 11 – Changes

11.08.C add the following new paragraphs after 11.08B.3.:

"C. Where the work involved is covered by unit prices and the volume of work exceeds one hundred fifty percent (150%) of the quantity shown in the Bid Form or Approved Schedule of Values, the Owner reserves the right to renegotiate a better unit price.

- A. Where the work involved is Lump Sum in the Contract Documents and the estimated quantity contained in the Bid Form is less than one hundred thirty percent (130%) of the actual quantities involved shall be considered included in the Contractor's Lump Sum price. Substantial differences from the estimated quantities to actual quantities are defined as greater than 130%, and the Owner reserves the right to renegotiate a better unit price, by mutually agreed Lump Sum which may include a reasonable allowance for overhead and profit"

00800-5

SECTION 00900

ADDENDA AND MODIFICATIONS

Bidding addenda and/or modifications issued prior to signing of the construction agreement are to be attached hereto.

END OF SECTION

SECTION 01010

SUMMARY OF WORK

PART 1 – GENERAL

1.1 Location of Work: Neptune Beach Senior Activity Center
2000 Forest Ave.
Neptune Beach, FL. 32266

1.2 Description of Work: The Work consists of all necessary permits, labor, equipment, materials, and incidentals necessary for a functional and complete system ready for intended use. Work includes, but is not necessarily limited to, all the items described in the Contract Documents, and generally described as the following:

Providing all required bonds; insurance; mobilization; permitting; preconstruction site photographs and videos; temporary facilities; maintenance of traffic; site restoration, and site clean-up; removal and disposal of all associated construction debris; as-built surveys; permit close-outs; warranties; warranty bond; and demobilization required to accomplish the construction of a porch, exterior finishes and a swale system at the Neptune Beach Senior Activity Center.

All materials, methods of construction, and standards must be in accordance with Federal, State and City laws, rules, standards, specifications, ordinances and the Contract Documents.

1.3 Contractor's Duties: Except as specifically noted, the Contractor shall provide and pay for the following:

- A. All labor, materials, and equipment.
- B. Tools, construction equipment, and machinery.
- C. Utilities required for construction.
- D. Temporary portable bathrooms, temporary utilities, dumpsters, construction and demolition debris removal, and other services and facilities necessary for the proper execution of work completion including incidental items not detailed or called for, but which are required for the proper completion of the project.
- E. All legally required sales, consumer, and use taxes.
- F. All applicable permits, government fees, and licenses.

- G. Survey services for construction layout and record drawings.
- H. All required testing and clearances for placing into service.

1.4 Contractor Shall Also Be Required to Perform the Following:

- A. Comply with all codes, ordinances, rules, regulations, orders and other legal requirements of public authorities which bear on the performance of work.
- B. Promptly submit written notice to the Engineer of observed variances of Contract Documents from legal requirements; it is not the Contractors responsibility to make certain drawings and specifications comply with codes and regulations.
- C. Enforce strict discipline and good order among employees. Do not employ unfit persons or those not skilled in assigned tasks.
- D. Provide and submit a Construction Work Plan and Quality Control Plan to the Owner.

1.5 Work Sequence:

- A. Coordinate with Owner.
- B. Contractors construction schedule will be subject to acceptance by the Engineer and updated on a monthly basis.
- C. Notify Engineer and Owner 96 hours (minimum) in advance of removing any facility from service, permanently or temporarily. Removal from service of any facility shall be pre-approved by Owner.

1.6 Contractors Use of the Premises:

- A. Do not unreasonably encumber sites with materials or equipment.
- B. Assume full responsibility for protection and safekeeping of products stored on premises.
- C. Move any stored products interfering with the Owner's operations.

END OF SECTION

SECTION 01027

APPLICATIONS FOR PAYMENT

PART 1 - GENERAL

1.1 SECTION INCLUDES:

Administrative and procedural requirements governing the Contractor's Applications for Payment.

1.2 SCHEDULE OF VALUES

A. Coordination: Coordinate preparation of the Schedule of Values with preparation of the Contractor's Construction Schedule.

1. Correlate line items in the Schedule of Values with other required administrative schedules and forms, including:
 - a. Contractor's Construction Schedule.
 - b. Contractor's Spend Down Schedule
 - c. Application for Payment forms, including Continuation Sheets.
 - d. List of subcontractors.
 - e. Schedule of allowances.
 - f. Schedule of alternates.
 - g. List of products.
 - h. List of principal suppliers and fabricators.
 - i. Schedule of submittals.
2. Submit the Schedule of Values to the Engineer at the earliest possible date but no later than 7 days before the date scheduled for submittal of the initial Applications for Payment.
3. Subschedules: Where Work is separated into phases requiring separately phased payments, provide subschedules showing values correlated with each phase of payment.

B. Format and Content: Use the Project Manual table of contents as a guide to establish the format for the Schedule of Values. Provide at least one line item for each Specification Section.

1. Identification: Include the following Project information on the Schedule of Values:
 - a. Project name and location

- b. Name of the Engineer
 - c. Project number
 - d. Contractor's name and address
 - e. Date of submittal
2. Arrange the Schedule of Values in tabular form with separate columns to indicate the following for each item listed:
- a. Related Specification Section or Division
 - b. Description of Work
 - c. Name of subcontractor
 - d. Name of manufacturer or fabricator
 - e. Name of supplier
 - f. Change Orders (numbers) that affect value
 - g. Dollar value of both labor and materials
3. Provide a breakdown of the Contract Sum in sufficient detail to facilitate continued evaluation of Applications for Payment and progress reports. Coordinate with the Project Manual table of contents. Break principal subcontract amounts down into several line items.
4. Round amounts to nearest whole dollar; the total shall equal the Contract Sum.
5. Provide a separate line item in the Schedule of Values for each part of the Work where Applications for Payment may include materials or equipment, purchased or fabricated and stored, but not yet installed. Differentiate between items stored on-site and items stored off-site. Include requirements for insurance and bonded warehousing, if required.
6. Provide separate line items on the Schedule of Values for initial cost of the materials, for each subsequent stage of completion, and for total installed value of that part of the Work.
7. Unit-Cost Allowances: Show the line-item value of unit-cost allowances, as a product of the unit cost, multiplied by the measured quantity. Estimate quantities from the best indication in the Contract Documents.
8. Schedule Updating: Update and resubmit the Schedule of Values and Drawdown Schedules prior to the next Applications for Payment when Change Orders or Construction Change Directives result in a change in the Contract Sum. Update Schedules and Drawdown Schedules when Change Orders or Construction Changes directive result in change in contract duration prior to the next application for Payment.

1.3 APPLICATIONS FOR PAYMENT

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- A. Each Application for Payment shall be consistent with previous applications and payments as certified by the Engineer and paid for by the Owner. The initial Application for Payment, the Application for Payment at time of Substantial Completion, and the final Application for Payment involve additional requirements.
- B. Payment-Application Times: The date for each progress payment is the 15th day of each month. The period covered by each Application for Payment starts on the day following the end of the preceding period and ends 15 days prior to the date for each progress payment.
- C. Payment-Application Forms: Use forms provided by the Owner for Applications for Payment. Same copies are included in Section 00640.
- D. Application Preparation: Complete every entry on the form. Include notarization and execution by a person authorized to sign legal documents on behalf of the Contractor. The Engineer will return incomplete applications without action.
 - 1. Entries shall match data on the Schedule of Values and the Contractor's Construction Schedule. Use updated schedules if revisions were made.
 - 2. Include amounts of Change Orders and Construction Change Directives issued prior to the last day of the construction period covered by the application.
- E. Transmittal: Submit three (3) signed and notarized original copies of each Application for Payment to the Engineer by a method ensuring receipt within 24 hours. One copy shall be complete, including waivers of lien and similar attachments, when required.
- F. Waivers of Mechanics Lien: With each Application for Payment, submit waivers of mechanics liens from subcontractors, sub-subcontractors, vendors, and suppliers for the construction period covered by the previous application.
 - 1. Submit partial waivers on each item for the amount requested, prior to deduction for retainage, on each item.
 - 2. When an application shows completion of an item, submit final or full waivers for such items.
 - 3. Waiver Forms: Submit waivers of lien on forms which comply with State statutes, and executed in a manner, acceptable to the Owner.

- G. Initial Application for Payment: Administrative actions and submittals, that must precede or coincide with submittal of the first Application for Payment, include the following:
1. List of subcontractors.
 2. List of principal suppliers and fabricators.
 3. Schedule of Values.
 4. Contractor's Construction Schedule (preliminary if not final).
 5. Schedule of principal products.
 6. Schedule of unit prices.
 7. Submittal Schedule (preliminary if not final).
 8. List of Contractor's staff assignments.
 9. List of Contractor's principal consultants.
 10. Copies of building permits.
 11. Copies of authorizations and licenses from governing authorities for performance of the Work.
 12. Initial progress report.
 13. Report of preconstruction meeting.
 14. Certificates of insurance and insurance policies.
 15. Performance and payment bonds.
 16. Data needed to acquire the Owner's insurance.
 17. Initial settlement survey and damage report, if required.
- H. Application for Payment at Substantial Completion: Following issuance of the Certificate of Substantial Completion, submit an Application for Payment.
1. This application shall reflect Certificates of Partial Substantial Completion issued previously for Owner occupancy of designated portions of the Work.

2. Administrative actions and submittals that shall precede or coincide with this application include:
 - a. Occupancy permits and similar approvals.
 - b. Warranties (guarantees) and maintenance agreements.
 - c. Test/adjust/balance records.
 - d. Maintenance instructions.
 - e. Meter readings.
 - f. Startup performance reports.
 - g. Changeover information related to Owner's occupancy, use, operation, and maintenance.
 - h. Final cleaning.
 - i. Application for reduction of retainage and consent of surety.
 - j. Advice on shifting insurance coverages.
 - k. Final progress photographs.
 - l. List of incomplete Work, recognized as exceptions to Engineer's Certificate of Substantial Completion.

I. Final Payment Application: Administrative actions and submittals that must precede or coincide with submittal of the final Application for Payment include the following:

1. Completion of Project closeout requirements.
2. Completion of items specified for completion after Substantial Completion.
3. Ensure that unsettled claims will be settled.
4. Ensure that incomplete Work is not accepted and will be completed without undue delay.
5. Transmittal of required Project construction records to the Owner.
6. Certified property survey.
7. Proof that taxes, fees, and similar obligations were paid.
8. Removal of temporary facilities and services.
9. Removal of surplus materials, rubbish, and similar elements.
10. Change of door locks to Owner's access.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not Applicable)

END OF SECTION

SECTION 01060

REGULATORY REQUIREMENTS

PART 1 - GENERAL

1.1 Related Documents:

The general provisions of the Contract, including General and Supplementary Conditions apply to the work specified in this section.

1.2 Specified Codes:

- A. All materials, methods of construction, and standards must be in accordance with Federal, State and City laws, rules, standards, specifications, and ordinances.
- B. The Contractor shall ensure the work complies to the aforementioned codes and regulations as they apply to the project whether or not specifically referenced elsewhere.

1.3 Reference Standards:

- A. Except as otherwise required by Paragraph 1.2 all products and workmanship shall conform to best quality materials and practices recognized by agencies, associations, councils, etc., specified in individual sections.
- B. In the absence of specified agencies, associations, councils, etc., the Contractor shall conform to the requirements of the most widely recognized standards for each particular portion of the work.

1.4 Permits:

Determination of necessity and/or application for and receipt of the following permits will be required of the Contractor, unless otherwise noted. The Contractor shall comply with all provisions of these permits. No work shall commence until all required permits are in hand.

- A. The Contractor shall comply with the conditions of the permit granted by SJRWMD and shall be responsible for installing, testing, and submitting any required regulatory compliance documents including permit close-out documents to achieve clearance under the permit, where applicable.
- B. The Contractor shall secure any and all permits required by the Building Department for all work included for this project.
- C. The Contractor shall secure any Rights-of-way permits required for all work included for this project.
- D. The Contractor shall secure any permit required for temporary or permanent electrical service by the Beaches Energy.
- E. The Contractor shall secure any noticed general construction permits or NPDES permits for land disturbing activities or dewatering activities and submit any required regulatory compliance documents, SWPPP, permit close-out documents, and notices of termination.

SECTION 01300

SUBMITTALS

PART 1 - GENERAL

1.1 Section Includes

- A. Administrative and procedural requirements for submittals required for performance of the Work, including the following:
 - 1. Contractor's construction schedule and work plan such as the Critical Path Method (CPM)
 - 2. Shop Drawings.
 - 3. Product Data.
 - 4. Samples.
 - 5. Quality assurance submittals.

1.2 Definitions

- A. Coordination Drawings show the relationship and integration of different construction elements that require careful coordination during fabrication or installation to fit in the space provided or to function as intended.
- B. Field samples are full-size physical examples erected on-site to illustrate finishes, coatings, or finish materials. Field samples are used to establish the standard by which the Work will be judged.
- C. Mockups are full-size assemblies for review of construction, coordination, testing, or operation; they are not Samples.

1.3 Submittal Procedures

- A. Coordination: Coordinate preparation and processing of submittals with performance of construction activities. Transmit each submittal sufficiently in advance of performance of related construction activities to avoid delay.
 - 1. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that require sequential activity.

2. Coordinate transmittal of different types of submittals for related elements of the Work so processing will not be delayed by the need to review submittals concurrently for coordination. The Engineer reserves the right to withhold action on a submittal requiring coordination with other submittals until all related submittals are received.
 3. Processing: To avoid the need to delay installation as a result of the time required to process submittals, allow sufficient time for submittal review, including time for resubmittals.
 - a. Allow 15 working days for initial review. Allow additional time if the Engineer must delay processing to permit coordination with subsequent submittals.
 - b. If an intermediate submittal is necessary, process the same as the initial submittal.
 - c. Allow 15 working days for reprocessing each submittal.
 - d. No extension of Contract Time will be authorized because of failure to transmit submittals to the Engineer sufficiently in advance of the Work to permit processing.
- B. Submittal Preparation: Place a permanent label or title block on each submittal for identification. Indicate the name of the entity that prepared each submittal on the label or title block.
1. Provide a space approximately 4 by 5 inches (100 by 125 mm) on the label or beside the title block on Shop Drawings to record the Contractor's review and approval markings and the action taken.
 2. Include the following information on the label for processing and recording action taken.
 - a. Project name.
 - b. Date.
 - c. Name and address of the Engineer.
 - d. Name and address of the Contractor.
 - e. Name and address of the subcontractor.
 - f. Name and address of the supplier.
 - g. Name of the manufacturer.
 - h. Number and title of appropriate Specification Section.
 - i. Drawing number and detail references, as appropriate.
- C. Submittal Transmittal: Package each submittal appropriately for transmittal and handling. Transmit each submittal from the Contractor to the Engineer using a transmittal form. The Engineer will not accept submittals received from sources other than the Contractor without Contractor's review and approval markings and the action taken.

- D. Provide required Product Code Certification with Shop Drawings. Submittals that do not have Product Code Certification included will be returned for resubmission.

1.4 Contractor's Construction Schedule

- A. Bar-Chart Schedule and Spend Down Schedule: Prepare a fully developed, horizontal bar-chart-type, contractor's construction schedule and spend down schedule. Submit within 20 days after the date established for "Commencement of the Work."
 - 1. Provide a separate time bar for each significant construction activity. Provide a continuous vertical line to identify the first working day of each week. Use the same breakdown of units of the Work as indicated in the "Schedule of Values."
 - 2. Coordinate the Contractor's Construction Schedule with the Work Plan, (CPM) Schedule of Values, list of subcontracts, Submittal Schedule, progress reports, payment requests, spend down plan, and other schedules.
 - 3. Identify critical paths.
 - 4. Identify Milestone dates.
- B. Phasing: On the schedule, show how requirements for phased completion to permit Work by separate Contractors and partial occupancy by the Owner affect the sequence of Work.
- C. Distribution: Following response to the initial submittal, print and distribute copies to the Engineer, Owner, subcontractors, and other parties required to comply with scheduled dates. Post copies in the Project meeting room and temporary field office. When revisions are made, distribute to the same parties and post in the same locations. Delete parties from distribution when they have completed their assigned portion of the Work and are no longer involved in construction activities.
- D. Schedule Updating: Revise the schedule after each meeting, event, or activity where revisions have been recognized or made. Issue the updated schedule concurrently with the report of each meeting.

1.5 Shop Drawings

- A. Submit newly prepared information drawn accurately to scale. Highlight, encircle, or otherwise indicate deviations from the Contract Documents.

1. Do not reproduce Contract Documents or copy standard information as the basis of Shop Drawings.
 2. Standard information prepared without specific reference to the Project is not a Shop Drawing.
- B. Shop Drawings include fabrication and installation Drawings, setting diagrams, schedules, patterns, templates and similar Drawings. Include the following information:
1. Dimensions.
 2. Identification of products and materials included by sheet and detail number.
 3. Compliance with specified standards.
 4. Notation of coordination requirements.
 5. Notation of dimensions established by field measurement.
 6. Do not use Shop Drawings without an appropriate final stamp indicating action taken.
- C. Submittals: Submit one reproducible and two blue- or black line print; the reproducible will be returned.

1.6 Product Data

- A. Collect Product Data into a single submittal for each element of construction or system. Product Data includes printed information, such as manufacturer's installation instructions, catalog cuts, standard color charts, roughing-in diagrams and templates, standard wiring diagrams, and performance curves.
1. Mark each copy to show applicable choices and options. Where printed Product Data includes information on several products that are not required, mark copies to indicate the applicable information. Product Data not so marked will be returned without review. Include the following information:
 - a. Manufacturer's printed recommendations.
 - b. Compliance with trade association standards.
 - c. Compliance with recognized testing agency standards.
 - d. Application of testing agency labels and seals.
 - e. Notation of dimensions verified by field measurement.
 - f. Notation of coordination requirements.

2. Do not submit Product Data until compliance with requirements of the Contract Documents has been confirmed.
- B. Submittals: Submit 3 copies of each required submittal; submit 4 copies where required for maintenance manuals. Submit additional copies as required by the Contractor for distribution. The Engineer will retain one and will return the others marked with action taken and corrections or modifications required.
- C. Distribution: Furnish copies of final submittal to installers, subcontractors, suppliers, manufacturers, fabricators, and others required for performance of construction activities.

1.7 Samples

- A. Submit full-size, fully fabricated Samples cured and finished as specified and physically identical with the material or product proposed. Samples include partial sections of manufactured or fabricated components, cuts or containers of materials, color range sets, and swatches showing color, texture, and pattern.
 1. Mount or display Samples in the manner to facilitate review of qualities indicated. Prepare Samples to match the Engineer's sample. Include the following:
 - a. Specification Section number and reference.
 - b. Generic description of the Sample.
 - c. Sample source.
 - d. Product name or name of the manufacturer.
 - e. Compliance with recognized standards.
 - f. Availability and delivery time.
 2. Submit Samples for review of size, kind, color, pattern, and texture. Submit Samples for a final check of these characteristics with other elements and a comparison of these characteristics between the submittal and the actual component as delivered and installed.
 - a. Where variation in color, pattern, texture, or other characteristic is inherent in the material or product represented, submit at least 3 multiple units that show approximate limits of the variations.
 - b. Refer to other Specification Sections for requirements for Samples that illustrate workmanship, fabrication techniques, details of assembly, connections, operation, and similar construction characteristics.

3. Submit a full set of choices where Samples are submitted for selection of color, pattern, texture, or similar characteristics from a range of standard choices. The Engineer will review and return preliminary submittals with the Engineer's notation, indicating selection and other action.
 4. Maintain sets of Samples, as returned, at the Project Site, for quality comparisons throughout the course of construction.
- B. Distribution of Samples: Prepare and distribute additional sets to subcontractors, manufacturers, fabricators, suppliers, installers, and others as required for performance of the Work. Show distribution on transmittal forms.

1.8 Quality Assurance Submittals

- A. Submit quality-control submittals, including design data, certifications, manufacturer's instructions, manufacturer's field reports, and other quality-control submittals as required under other Sections of the Specifications.
- B. Certifications: Where other Sections of the Specifications require certification that a product, material, or installation complies with specified requirements, submit a notarized certification from the manufacturer certifying compliance with specified requirements. Signature: Certification shall be signed by an officer of the manufacturer or other individual authorized to sign documents on behalf of the company.
- C. Inspection and Test Reports: Requirements for submittal of inspection and test reports from independent testing agencies are specified in Division 1 Section "Quality Control."
- D. Contractor shall submit for approval a "Contractor Quality Control Plan" which shall contain, as a minimum, Contractor's quality control plan for earthwork, concrete reinforcement, and poured-in-place concrete.
 1. The contractor quality control plan (CQCP) is the documentation of the contractor's process for delivering the level of construction quality required by the contract. The following paragraph provides requirements for the CQCP, and what the criteria for accepting and using the requirements for these plans will be.
 2. The CQCP is a framework for the contractor's process for delivering quality construction. The plans and specifications define the expected results or outcome. The CQCP shall outline how those results will be achieved. While it is not possible to determine from the CQCP whether the level of construction quality will be acceptable, it is possible to verify that the contractor, as an organization, has addressed the basic elements of its quality process.

1.9 Engineer's Action

- A. Except for submittals for the record or information, where action and return is required, the Engineer will review each submittal, mark to indicate action taken, and return promptly. Compliance with specified characteristics is the Contractor's responsibility regardless of action indicated.
- B. Action Stamp: The Engineer will stamp each submittal with a uniform, action stamp. The Engineer will mark the stamp appropriately to indicate the action taken. Do not use, or allow others to use, submittals marked "Not Approved, Revise and Resubmit", or "Rejected" at the Project Site or elsewhere where Work is in progress.
- C. Other Action: Where a submittal is for information or record purposes or special processing or other activity, the Engineer will return the submittal marked "Action Not Required", "Reviewed, No Comment", or "Reviewed, Comments As Noted."
- D. Unsolicited Submittals: The Engineer will return unsolicited submittals to the sender without action.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not Applicable)

END OF SECTION

SECTION 01301

ADMINISTRATIVE REQUIREMENTS

PART 1 – GENERAL

1.01 DEFINITIONS

- A. Decision/Action Tracking Report – A report prepared by the Seller recording all actions, commitments, and decisions (items) made at various Project Meetings and conferences. At a minimum, the report must track the name of the person responsible for the items, a description of the required action or decision, the initiation date of the item, the due date for the item, actual completion date of the item, and the current status of the item. Provide one (1) copy of the Decision/Action tracking report to all attendees and three (3) copies to Buyer within forty-eight (48) hours of the meetings.
- B. General Superintendent (Superintendent) – Is responsible for administration of the Seller's Work and the coordination of the Work of the Seller, Subcontractors, and suppliers. The General Superintendent must be on-site at all times work is being performed. No Work may proceed on the site without the presence of the Superintendent or the Buyer-accepted Alternate. The Superintendent may not be absent from the project site for more than two (2) consecutive weeks and/or 20 total work days in the course of any 12-month period.
- C. Progress Reports - A daily report prepared by the Seller recording all actions, testing, daily activities, subcontractors, work progress, weather conditions, quality assurance, received materials and equipment, workforce, visitors, and decisions relating to the work performed on the project at the site.

1.02 COORDINATION

- A. Seller must not delegate Seller's responsibility for coordination of the Work to any Subcontractor.
- B. Seller must provide a General Superintendent whose sole responsibility is administration of the Seller's Work at the site and the coordination of the Work of the Seller's Subcontractors and suppliers.
- C. Seller must provide administrative and supervisory personnel as needed or required for times compliance with all administrative requirements of the Contract Documents and proper coordination of the performance of the Work.
- D. Seller must ensure that each Subcontractor provides personnel as reasonably required for the management and coordination of the Subcontractor's Work and for the coordination of the Subcontractor's Work with the Work of the entire Project.

- E. Seller must coordinate the Work to ensure efficient and orderly installation of each part of the Work of the entire project including but not limited to:
1. Coordinating all aspects of the Work as required to provide the Buyer with a complete and operable facility.
 2. Coordinating the Work with the work of other contractors and entities to ensure efficient and orderly installation of each part of the Work of the entire project.
 3. Provide coordination, locating, and notifications with all utilities within the Work area.
 4. If utility conflicts are identified or found, coordinate with the Utility Agency Owner to resolve in an effective and efficient manner.
 5. Coordinating installation of different components and systems of the Work to ensure maximum accessibility for required maintenance, service, and repair.
 6. Coordinating the Work included in different Sections of the Project that depend on each other for proper installation, connection, and operation.
 7. Coordinating the Work of all Subcontractors and suppliers.
 8. Coordinating the Work in such a manner to avoid delays and permit proper and efficient installation of the Work by all Subcontractors.
 9. Coordinating Work, particularly between trades, including the work of Buyer and other contractors, so that sleeves, hangers, chases, openings, etc., required for pipe, conduit, and other installations of like character are duly and properly provided and installed as Work progresses.
 10. Coordinating all cutting, fitting and patching that may be required to make the parts of the Work come together properly for the completed Project as shown, specified, or as reasonably implied by the Contract Documents.
 11. Coordinating for future installation of work by others that is not included in the Seller's Work but is shown or specified in the Contract Documents.
 12. Coordinating delivery of materials in accordance with the Progress Schedule.
 13. Coordinating and cooperating in the timing and sequencing of Seller's Work with the work of other contractors or the Buyer.

14. Sequencing the Work to obtain the best results where installation of one component of the Work depends on installation of other components, before or after its own installations.
15. Making adequate provisions to accommodate items scheduled for later installation by Seller, Buyer, or other contractors.
16. Checking the drawings of the Engineer, Buyer or other contractors for interferences with Seller's Work and promptly reporting to Buyer, in writing, any potential interferences between the Seller's Work and the work of Buyer or the work of other contractors.
17. Utilizing the Contract Documents and Buyer accepted Submittals to check and coordinate the Work so that no interferences or conflicts between trades occur. This checking and coordination must be performed and completed before construction is commenced in each affected area and may require the preparation and submission of Coordination Drawings.
18. Furnishing to other contractors, whose work is fitted to Seller's Work, copies of accepted Submittals including but not limited to Record Documents, Coordination Drawings, details, and erection drawings; and furnishing other contractors with full information regarding the Fabrication, assembly, and installation of the Seller's Work.
19. Preparing memoranda for distribution to each party involved, outlining special procedures required for coordination. Include such items as required notices, reports, and list of attendees at meetings. Prepare similar memoranda for the Buyer and separate contractors if coordination of their Work is required.

1.03 PRE-WORK VERIFICATION

A. Prior to starting a particular type or kind of Work:

1. Review all Contract Documents and other relevant data related to the type or kind of Work to be performed.
2. Check Buyer accepted Submittals and verify dimensions at Project Site;
3. Review manufacturer's instructions applicable to conditions under which Work is to be installed;
4. Inspect areas, surfaces or construction receiving the Work.

5. Report to Buyer in writing any concerns, issues, or problems observed during Seller's Pre-Work verification.
6. Start of Work shall signify compliance with the above requirements and acceptance of previously placed construction or substrates as being in satisfactory conditions to achieve proper installations and first quality workmanship as intended under these Contract Documents. Failure to so inspect and report to Buyer shall constitute an acceptance of the previously placed construction or substrates.

1.04 ADMINISTRATIVE ACTIONS

A. Administrative actions include, but are not limited to, the following:

1. Project Meetings;
2. Preparation, update, and revision of Seller's Progress Schedule;
3. Delivery and review of Submittals. (See Section 01300, "Submittals")
4. Project closeout activities. (See Section 01701, "Project Closeout")
5. Coordinate timing of required administrative actions with construction activities and activities of Buyer and other contractors to avoid conflicts and ensure orderly progress of the Work.
6. Coordinate timing and format of mandatory submittal of daily Progress Reports (weekly/monthly) with the Buyer at the pre-construction meeting.

1.05 CONSERVATION

- A. Coordinate Work to ensure that operations are carried out with consideration given to conservation of energy, water, and materials.
- B. Salvage materials and equipment involved in performance of, but not actually incorporated into, the Work.

1.06 PROJECT MEETINGS

A. General

1. Seller must inform participants of date and time of each meeting and preside at all required meetings throughout progress of the Work unless otherwise directed by Buyer.
2. Seller must prepare agenda for all meetings and provide to all attendees prior to the meetings.

3. Seller must attend all meetings as required by the Contract Documents.
4. Seller must attend and/or conduct all additional meetings as Directed by the Buyer's Project Manager.
5. Seller must conduct meetings and conferences at the Project Site in the Seller's on-site, temporary job trailer, unless otherwise indicated or required by Buyer.
6. Seller must prepare and distribute meeting minutes as required.
7. Whether or not Seller is responsible for the meeting minutes, Seller must maintain notes from all meetings and conferences in the form of a Decision/Action Tracking report.

B. Preconstruction Conference

1. The Buyer's Project Manager will schedule and conduct a Preconstruction Conference.
2. The Preconstruction Conference will be held at the Buyer's office, Project Site or another convenient location designated by Buyer's Project Manager.
3. Participants:
 - a. Buyer's Project Manager
 - b. Buyer's Project Inspector
 - c. Engineer of Record
 - d. Seller's Authorized Representative (Mandatory Attendance Required)
 - e. Seller's QC Manager (Mandatory Attendance Required) (See Section 01400)
 - f. Major Subcontractors (Mandatory Attendance Required)
 - g. Appropriate Manufacturers
 - h. Appropriate Suppliers
 - i. Other interested parties
4. All participants at the conference must be familiar with Project and authorized to conclude matters relating to the Work.
5. Agenda – Items of significance to be discussed at the Preconstruction Conference include:
 - a. Introductions
 - b. Notice To Proceed (NTP)
 - c. Directions from the Buyer/Engineer
 - d. Emergencies

- e. Required Notifications
- f. Seller's Quality Control (QC) System
- g. Seller's Daily Log
- h. Sellers Daily Construction Reports (submitted weekly)
- i. Testing and Inspection Laboratory
- j. Coordination
- k. Normal Hours of Work
- l. Workplace Environment
- m. Use of Project Site
- n. Security
- o. Disruption of Buyer's Normal Operations
- p. Use of Buyer's Facilities
- q. Temporary Facilities and Controls
- r. Accepting Material Deliveries
- s. General Correspondence
- t. Additional Detailed Instructions
- u. Field Modifications
- v. Requests for Information (RFI)
- w. Change Orders
- x. Progress Payments
- y. Submittals (List of Buyer's Submittal reviewers)
- z. Record Documents
- aa. Buyer Furnished Contractor Installed (BFCI) Equipment
- bb. Procurement Issues
- cc. Direct Purchase Items
- dd. Project Meetings
- ee. Permits
- ff. Subcontractor Issues
- gg. Waste Management
- hh. Utilities
- ii. Environmental Issues
- jj. Schedule
- kk. Liquidated Damages
- ll. Project Close-Out
- mm. As-built Procedures

- 6. The Buyer will prepare meeting minutes of the Preconstruction Conference and distribute minutes to all attendees.

C. The Seller will schedule and conduct the following meetings:

- 1. Schedule Orientation Meeting

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2. Project Partnering Meeting
3. Solid Waste Management Plant Meeting
4. Quality Control Meetings
5. Closeout Conference
6. Commissioning\Start-up Meetings
7. Demonstration and Training Meetings

D. Progress Meetings

1. The Engineer of Record will establish a schedule of construction Progress Meetings. The frequency of these Progress Meetings shall be at the acceptance of Buyer's Project Manager and shall be at a minimum of once per month. Seller must attend Progress Meetings at the times and locations scheduled. The progress meetings will be located at the Seller's on-site field office unless the Buyer's Project Manager approves an alternate location.
2. Attendees:
 - a. Buyer's Project Manager
 - b. Buyer's Project Inspector
 - c. Engineer of Record
 - d. Seller Authorized Representative
 - e. Seller's QC Manager
 - f. Appropriate Subcontractor(s)
 - g. Appropriate Suppliers
 - h. Other entities concerned with current progress or involved in planning, coordination, or performance of future activities must be represented at these meetings.
3. Agenda:
 - a. Review and update Seller's Decision/Action Tracking Report from previous Progress Meeting.
 - b. Schedule Review
 1. Review progress since the last meeting;
 2. Compare current progress against Progress Schedule
 3. Determine how any construction behind schedule will be expedited;
 - A. Present any remedial action plan(s)
 - B. Present any proposed Crashed Scheduling
 - C. Fast Tracking

4. Discuss whether schedule revisions are required to ensure that current and subsequent activities will be completed within the Contract Time.
- c. Review present and future needs of each entity present, including the following:
 1. Interface requirements
 2. Sequence of operations
 3. Status of Submittals
 4. State of key deliveries
 5. Status of off-site fabrication
 6. Site access issues
 7. Site utilization
 8. Temporary facilities and controls
 9. Normal hours of work
 - d. Progress Payments
 - e. Change Orders
 - f. Review updated reports:
 1. Submittal Log
 2. RFI Log
 3. Testing Plan and Log
4. At a minimum, the Seller must maintain notes for all Progress Meetings in the form of a Decision/Action Tracking Report and updated schedule. One copy of the Decision/Action Tracking Report and any updated schedules must be provided to all attendees and three (3) copies must be submitted to the Buyer within forty-eight (48) hours of the meetings.

PART 2 – PRODUCTS (Not Used)

PART 3 – EXECUTION (Not Used)

PART 4 – FORMS (Not Used)

ENF OF SECTION

01301-8

SECTION 01500

CONSTRUCTION FACILITIES

PART 1 - GENERAL

- 1.1 Description: The following criteria shall govern the furnishing of and paying for temporary construction and service items. Such items shall be instituted at the beginning and maintained for the life of the work or until removal or termination is approved by the Engineer.
- 1.2 Temporary Facilities
- A. Drinking Water: The Seller shall provide cool water with dispensing utilities.
 - B. Construction Water: The Seller shall provide temporary water for construction at the project site. The Seller shall provide proper back flow and metering devices in order to comply with regulations concerning back flow & cross connection and accounting for all water used.
 - C. It shall be the Seller's responsibility to provide temporary electrical power for construction purposes.
 - D. Toilet Facilities: The Seller shall furnish a portable, job-site toilet enclosure facility through a local company specializing and licensed in this business. The toilet enclosure shall be located on the project site at a point acceptable to the Buyer. It shall be maintained daily by the supplying company and removed from the project site upon completion of the project.
- 1.3 Security
- A. General: The Seller shall provide security, as necessary or required, to protect work, property, materials and equipment at all times.
 - B. Rodents and Other Pests: The Seller, through debris removal, etc., shall control the creation of rodent or pest problems. Should such develop, the Seller shall secure the services of a licensed exterminator to control.
 - C. Debris Control: Keep premises clean and free from accumulation of debris and rubbish. Provide trash and debris receptacles and require its usage. Remove from site at least weekly. Dispose all debris and rubbish at a properly approved and permitted facility or by using a properly licensed and permitted vendor at no cost to the Buyer. The Seller shall provide the Buyer copies of all disposal tickets.
 - D. Cleaning: As work is completed by trades, areas of work shall be cleaned in preparation for next trade, inspections or general safety of property and person.

- E. Project Safety: The Seller shall comply with all applicable governmental and insuring company requirements relative to construction and project safety. Either the superintendent or another company representative must be on the site during all working hours, and shall be trained in project safety and designated as the Seller's Site Safety Director.

1.4 Quality Assurance

- A. Comply with industry standards and applicable laws and regulations of authorities having jurisdiction, including but not limited to:
 - 1. Building Code Requirements
 - 2. Health and Safety Regulations
 - 3. Utility Company Regulations
 - 4. Police, Fire Department and Rescue Squad Rules
 - 5. Environmental Protection Regulations
 - 6. Debris and rubbish transportation and disposal regulations and rules

END OF SECTION

SECTION 01600
MATERIAL AND EQUIPMENT

PART 1 - GENERAL

1.01 REQUIREMENTS INCLUDED

- A. Products.
- B. Transportation and Handling.
- C. Storage and Protection.
- D. Product Options.
- E. Product List.
- F. Substitutions.
- G. Product Demonstrations.

1.02 RELATED REQUIREMENTS

- A. General Conditions.
- B. Division 1 - Summary of Work.
- C. Division 1 - Contract Quality Control. Submittal of manufacturer's certificates.
- D. Division 1 - Warranties and Guarantees.
- E. Division 1 – Equipment Testing and Startup.

1.03 PRODUCTS

- A. Products include material, equipment, manufactured or fabricated products, and systems.
- B. Comply with Specifications and referenced standards as minimum requirements.
- C. Components required to be supplied in quantity within a Specification section shall be the same and shall be inter-changeable.
- D. Do not use materials and equipment removed from existing, except as specifically required, or allowed, by Contract Documents.

1.04 TRANSPORTATION AND HANDLING

- A. Order and arrange deliveries of products and equipment in accordance with progress

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schedules to prevent conflicts with work conditions at the site.

- B. Transport products by methods to avoid product damage and in accordance with manufacturer's instructions. Deliver materials to job site in manufacturer's original unopened containers clearly labeled with manufacturer's name, brand designation and reference specification.
- C. Provide equipment and personnel to handle products by methods to prevent soiling or damage. Handle products in such a manner as to prevent breakage of containers and damage of any kind.
- D. Promptly inspect shipments to assure that products comply with Contract Document and approved submittal requirements, quantities are correct, and products are undamaged. Damage sustained by products in transit to job site shall be repaired to the satisfaction of the Field Representative. If damage sustained while transporting products to job site is non-repairable, the products shall be replaced with new ones at no cost to Buyer.

1.05 STORAGE AND PROTECTION

- A. Store products in accordance with manufacturer's instructions, with seals and labels intact and legible. Exposed metal surfaces, not provided with manufacturer specific storage instructions, shall be protected with a light oil or silicone coating to prevent rust while in storage. Maintain within temperature and humidity ranges required by manufacturer's instructions.
- B. For exterior storage of fabricated products, place on sloped supports, blocking, or skids above ground. Cover products subject to deterioration with impervious sheet covering; provide ventilation to avoid condensation.
- C. Store loose granular materials on solid surfaces in a well-drained area; prevent mixing with foreign matter.
- D. Arrange storage to provide access for inspection. Periodically inspect to assure products are undamaged and are maintained under required conditions.
- E. Cement, sand, and lime shall be stored under a roof and off the ground and kept dry at all times.
- F. All structural, miscellaneous, and reinforcing steel shall be stored off the ground to prevent the accumulation of dirt, grease, or standing water from accumulating. Beams shall be stored with the webs vertical.
- G. Precast concrete shall be stored to prevent the accumulation of dirt, standing water, staining, chipping, or cracking.
- H. Brick, block or similar masonry products shall be stored to prevent to prevent

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accumulation of dirt and water, and to prevent brakeage, chipping, cracking, staining, and spalling.

- I. All materials and equipment incorporated into the work shall be handled and stored by the Seller before, during, and after shipment in a manner to prevent warping, twisting, breaking, chipping, rusting, injury, theft, or damage of any kind.
- J. Any material or equipment that has become damaged as to become unfit for use or specified, in the opinion of the Engineer, shall be promptly removed from the work and the damaged material or equipment replaced by the Seller at no additional cost to the Buyer.
- K. Arrange storage in a manner to provide easy access for inspection.
- L. The Seller shall be responsible for all material, equipment, and supplies sold and delivered to the Buyer under this Contract until Final Completion of the work and acceptance by the Buyer. In the event that any such material, equipment, and supplies are lost, stolen, damaged, or destroyed prior to final inspection and acceptance, the Seller shall replace same without any additional cost to the Buyer.
- M. Should the Seller fail to take proper action on the storage and handling of materials or equipment supplied under this Contract within seven (7) after written notice, the Buyer retains the right to correct all deficiencies noted and deduct the cost associated with the corrections from the Seller's contractor. These costs may comprise expenditures for labor, equipment usage, administrative, clerical, engineering, vendor, and legal fees or any other reasonable costs associated with making the necessary corrections.

1.06 ENCLOSED STORAGE

- A. The Seller shall furnish a covered, weather-protected storage structure providing a clean, dry, noncorrosive environment for all mechanical equipment, valves, electrical and instrumentation equipment, architectural items, and special equipment incorporated into the project in compliance with manufacturer's instructions.
- B. Store products, subject to damage by the elements, in accordance with manufacturer's instructions.
- C. Maintain temperature and humidity within ranges stated in manufacturer's instructions.
- D. Provide humidity control and ventilation for sensitive products as required by manufacturer's instructions.
- E. Store unpacked and loose products on shelves, in bins, or in neat groups of like items.

1.07 EXTERIOR STORAGE

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- A. Provide substantial platforms, blocking, or skids, to support fabricated products above ground; slope to provide drainage. Protect products from soiling, staining, and corrosion.
- B. For products subject to discoloration or deterioration from exposure to the elements, cover with impervious sheet material. Provide ventilation to avoid condensation.
- C. Store loose granular materials on clean, solid surfaces such as pavement, or on rigid sheet materials, to prevent mixing with foreign matter.
- D. Provide surface drainage to prevent erosion and ponding of water.
- E. Prevent mixing of refuse or chemically injurious materials or liquids.

1.08 MAINTENANCE OF STORAGE

- A. Periodically inspect stored products on a scheduled basis. Maintain a log of inspections, make available to Field Representative on request.
- B. Verify that storage facilities comply with manufacturer's product storage instructions.
- C. Verify that stored products exposed to the elements are not adversely affected; that any weathering of finishes is acceptable under requirements of Contract Documents.

1.09 MAINTENANCE OF EQUIPMENT STORAGE

- A. For mechanical and electrical equipment in long-term storage, provide manufacturer's service instructions to accompany each item, with notice of enclosed instructions shown on exterior of package.
- B. Service equipment on a regularly scheduled basis, maintaining a log of services; submit as a record document.
- C. All equipment having moving parts such as gears, electric motors, etc. shall be rotated a minimum of once weekly to insure proper lubrication and to avoid metal-to-metal "welding." Upon installation of the equipment the Seller shall start the equipment, at partial load, once weekly for an adequate period to ensure that the equipment does not deteriorate from lack of use.
- D. Lubricants shall be changed upon completion of installation and as frequently as required thereafter in accordance with the manufacturer's instructions during the period between installation and acceptance.

1.10 PRODUCT OPTIONS/SUBSTITUTIONS

- A. Product Options/Substitutions shall be in accordance with the requirements of the Contract Documents.

1.11 SPARE PARTS

- A. Spare parts for equipment provided under Division 11: Equipment; 13: Special Construction; 15: Mechanical; and 16: Electrical are specified in the pertinent specifications. The Seller shall collect and store the spare parts as required and specified in a climate controlled enclosed storage area until final completion. The Seller shall furnish the Engineer an inventory list of all spare parts, the equipment it is associated with, the name and contact of the supplier, and the delivered cost associated with each item on the inventory list.

1.12 OIL, GREASE, AND FUEL

- A. All grease, oil, and fuel required for testing of equipment shall be furnished with the respective equipment.
- B. The Seller shall change the oil in all drives and intermediate drives of each of the provided equipment at the manufacturer's recommended interval period until final acceptance by the Buyer.
- C. The Seller shall re-lubricate all grease fittings of each of the provided equipment at the manufacturer's recommended intervals and upon completion of installation and as frequently as required thereafter during the period between installation and final acceptance by the Buyer.

PART 2 PRODUCTS
Not Used

PART 3 EXECUTION
Not Used

END OF SECTION

SECTION 01701
PROJECT CLOSEOUT

PART 1 - GENERAL

1.1 Section Includes

- A. Administrative and procedural requirements for project closeout.
 - 1. Inspection procedures.
 - 2. Project record document submittal.
 - 3. Final cleaning.

1.2 Substantial Completion

- A. Before requesting inspection for certification of Substantial Completion, complete the following. List exceptions in the request.
 - 1. If 100 percent completion cannot be shown, include a list of incomplete items, the value of incomplete construction, and reasons the Work is not complete.
 - 2. Advise Buyer of pending insurance change-over requirements.
 - 3. Submit specific warranties, workmanship bonds, maintenance agreements, final certifications and similar documents - refer to Section 01740.
 - 4. Obtain and submit lien releases enabling the Buyer unrestricted use of the Work and access to services and utilities; include occupancy permits, operating certificates and similar releases.
 - 5. Submit record drawings, maintenance manuals, and similar final record information.
 - 6. Complete start-up testing of systems, and instruction of the Buyer's operating and maintenance personnel. Discontinue or change over and remove temporary facilities from the site, along with construction tools, mock-ups, and similar elements.
 - 7. Complete final clean up requirements, including touch-up painting. Touch-up and otherwise repair and restore marred exposed finishes.

- B. When the Seller considers the Work to be substantially complete, they shall submit a written notice to the Engineer that the Work, or designated portion of the Work, is complete and ready for inspection.
- C. Within 14 days of receipt of a request for inspection, the Engineer will either proceed with inspection or advise the Seller of unfulfilled requirements. When the Engineer and Buyer concur that the Work, or designated portion of the Work, is substantially complete, the Engineer will prepare the Certificate of Substantial Completion following inspection.
- D. Should the Engineer determine that the Work is not substantially complete, they will advise the Seller of construction or other requirements that must be completed or corrected before the certificate will be issued.
 - 1. The Engineer will repeat inspection when requested and assured that the Work has been substantially completed.
 - 2. Results of the completed inspection will form the basis of requirements for final acceptance.

1.3 Final Completion

- A. When the Seller considers the Work to be complete, they shall submit written certification to the Engineer that the Work is completed and ready for final inspection. Include the following:
 - 1. Submit the final payment request with lien releases or waivers of claims and supporting documentation not previously submitted and accepted. Include all inspection certificates, guarantees and warranties for products, equipment, processes, operations and completed facilities.
 - 2. Submit an updated final statement.
 - 3. Submit a certified copy of the Engineer's final inspection list of items to be completed or corrected, stating that each item has been completed or otherwise resolved for acceptance, and the list has been endorsed and dated by the Engineer.
 - 4. Submit final meter readings for utilities, a measured record of stored fuel, and similar data as of the date of Substantial Completion, or when the Buyer took possession of and responsibility for corresponding elements of the Work.
 - 5. Submit consent of surety to final payment.

6. Submit evidence of final, continuing insurance coverage complying with insurance requirements.
- B. The Engineer will inspect the Work upon receipt of notice that the Work, including inspection list items from earlier inspections, has been completed, except items whose completion has been delayed because of circumstances acceptable to the Engineer.
1. Upon completion of inspection, the Engineer will prepare a certificate of final acceptance, or advise the Seller of Work that is incomplete, or of obligations that have not been fulfilled but are required for final acceptance.
 2. If necessary, re-inspection process will be repeated.

1.4 Record Document Submittals

- A. Maintain at the site one complete set of record documents; protect from deterioration and loss in a secure, fire-resistive location.
1. Provide access to record documents for the Engineer's reference during normal working hours.
 2. Label each document "PROJECT RECORD" in 2-inch-high printed letters.
 3. Do not use for construction purposes.
- B. Record Drawings: Maintain a clean, undamaged set of blue or black line white-prints of Contract Drawings and Shop Drawings. Mark the set to show the actual installation where the installation varies substantially from the Work as originally shown. Mark whichever drawing is most capable of showing conditions fully and accurately; where Shop Drawings are used, record a cross-reference at the corresponding location on the Contract Drawings. Give particular attention to concealed elements that would be difficult to measure and record at a later date.
1. Mark record sets with red erasable pencil; use other colors to distinguish between variations in separate categories of the Work.
 2. Mark new information that was not shown on Contract Drawings or Shop Drawings.
 3. Show elevations and horizontal control dimensions of storm sewers, gravity sewers including laterals, electric cables, television cables, telephone cables, force mains, water mains crossed, and any other underground utilities and structures. Information shall be obtained by

surveying by a professional engineer or land surveyor registered in the State of Florida.

4. Note related Change Order numbers where applicable.
 5. Organize record drawing sheets into manageable sets, bind with durable paper cover sheets, and print suitable titles, dates and other identification on the cover of each set.
- C. Record Specifications: Maintain one complete copy of the Project Manual, including addenda, and one copy of other written construction documents such as Change Orders and modifications issued in printed form during construction.
1. Mark these documents to show substantial variations in actual Work performed in comparison with the text of the Specifications and modifications.
 2. Give particular attention to substitutions, selection of options and similar information on elements that are concealed or cannot otherwise be readily discerned later by direct observation.
 3. Note related record drawing information and Product Data.
- D. Record Product Data: Maintain one copy of each Product Data submittal.
1. Mark these documents to show significant variations in actual Work performed in comparison with information submitted. Include variations in products delivered to the site, and from the manufacturer's installation instructions and recommendations.
 2. Give particular attention to concealed products and portions of the Work which cannot otherwise be readily discerned later by direct observation.
 3. Note related Change Orders and mark-up of record drawings and Specifications.
- E. Record Sample Submitted: Immediately prior to the date or dates of Substantial Completion, the Seller will meet at the site with the Engineer and the Buyer to determine which of the submitted Samples that have been maintained during progress of the Work are to be transmitted to the Buyer for record purposes. Comply with delivery to the Buyer's Sample storage area.
- F. Record Survey: Provide as-built survey prepared in accordance with minimum technical standards for surveying as set forth by the Florida Board of Professional Surveyors and Mappers in Chapter 61G17-6 Florida Administrative Code, pursuant to Section 472.027 Florida Statutes.

- G. Miscellaneous Record Submittals: Refer to other Specification Sections for requirements of miscellaneous record-keeping and submittals in connection with actual performance of the Work.
- H. At Contract close-out, deliver one copy of Record Documents to Engineer for Buyer. Accompany submittal with transmittal letter in duplicate containing the following information:
 - 1. Date
 - 2. Project title and number
 - 3. Seller's name and address
 - 4. Title and number of each Record Document
 - 5. Signature of Seller or his authorized representative

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION

3.1 Final Cleaning

- A. Employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit to the condition expected in a normal, commercial building cleaning and maintenance program.
- B. Complete the following cleaning operations before requesting inspection for Certification of Substantial Completion and maintain until final completion, except in areas occupied or designated by Buyer.
 - 1. Remove labels that are not permanent labels.
 - 2. Clean transparent materials, including mirrors and glass in doors and windows. Remove glazing compound and other substances that are noticeable vision-obscuring materials. Replace chipped or broken glass and other damaged transparent materials.
 - 3. Clean exposed exterior and interior hard-surfaced finishes to a dust-free condition, free of stains, films and similar foreign substances. Restore reflective surfaces to their original reflective condition.
 - 4. Leave concrete floors broom clean.

5. Vacuum carpeted surfaces.
 6. Wipe surfaces of mechanical and electrical equipment. Remove excess lubrication and other substances.
 7. Clean plumbing fixtures to a sanitary condition.
 8. Clean light fixtures and lamps.
 9. Clean the site, including landscape development areas, of rubbish, litter and other foreign substances.
 10. Sweep paved areas broom clean; remove stains, spills and other foreign deposits.
 11. Rake grounds that are neither paved nor planted, to a smooth even-textured surface.
- C. Engage an experienced exterminator to make a final inspection and rid the Project of rodents, insects and other pests.
- D. Remove temporary protection and facilities installed for protection of the Work during construction.
- E. Comply with regulations of authorities having jurisdiction and safety standards for cleaning. Do not burn waste materials. Do not bury debris or excess materials on the Buyer's property. Do not discharge volatile, harmful or dangerous materials into drainage systems. Remove waste materials from the site and dispose of in a lawful manner.
- F. Where extra materials of value remaining after completion of associated Work, they shall become the Buyer's property, arrange for any disposition of these materials as directed.

CERTIFICATE OF SUBSTANTIAL COMPLETION

Date of Issuance: _____

Owner: _____

Contractor: _____

Project: Neptune Beach Senior Activity Center – Porch and Exterior Finishes
CONB Bid No. 2022-03

Owner's Project No. CONB Bid No. 2022-03 ENGINEER's Project No. _____

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

To: _____
BUYER/ENGINEER

And To: _____
SELLER

The Work to which this Certificate applies has been inspected by authorized representative of OWNER, CONTRACTOR and ENGINEER, and the Work is hereby declared to be substantially complete, functional, and ready for intended use in accordance with the Contract Documents on

DATE OF SUBSTANTIAL COMPLETION

A tentative list of items to be completed or corrected is attached hereto. This list may not be all-inclusive, and the failure to include an item in it does not alter the responsibility of Contractor to complete all the Work in accordance with the Contract Documents by _____.

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CERTIFICATE OF FINAL COMPLETION

Date of Issuance: _____

Buyer: _____

Seller: _____

Project: Neptune Beach Senior Activity Center – Porch and Exterior Finishes
CONB Bid No. 2022-03 _____

Owner's Project No. CONB Bid No. 2022-03 ENGINEER's Project No. _____

This Certificate of Final completion applies to all Work under the Contract Documents or to the following specified parts thereof: _____

To: _____
BUYER/ENGINEER

And To: _____
SELLER

The Work to which this Certificate applies has been inspected by authorized representative of Owner, Contractor, and ENGINEER, and the Work is hereby declared to be fully complete, functional, and ready for intended use in accordance with the Contract Documents on

DATE OF FINAL COMPLETION

A tentative list of items to be completed or corrected is attached hereto. This list may not be all-inclusive, and the failure to include an item in it does not alter the responsibility of Contractor to complete all the Work in accordance with the Contract Documents by _____.

END OF SECTION

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SECTION 01740

WARRANTIES AND BONDS

PART 1 - GENERAL

1.1 Related Requirements

- A. General provisions of Contract, including General and Supplementary Conditions.
- B. Warranties and certificates for specific products - Respective Specification Sections.
- C. Contract closeout - Section 01701.

1.2 Section Includes

- A. Administrative and procedural requirements for warranties, bonds, and certifications required by the Contract Documents, including manufacturers standard warranties on products and special warranties.

1.3 Warranty Requirements

- A. Seller shall warrant all work covered under this Agreement to be free from defects for a period of 2-years after the date of final completion, unless an additional warranty period is otherwise specified in the technical specifications to provide a longer warranty period. In no event shall the Seller's work be warranted for less than a 2-year period.
- B. When correcting warranted Work that has failed, remove and replace other Work that has been damaged as a result of such failure or that must be removed and replaced to provide access for correction of warranted Work.
- C. When Work covered by a warranty has failed and been corrected by replacement or rebuilding, reinstate the warranty by written endorsement. The reinstated warranty shall be equal to the original warranty with an equitable adjustment for depreciation.
- D. Upon determination that Work covered by a warranty has failed, replace or rebuild the Work to an acceptable condition complying with requirements of the Contract Documents. The Seller is responsible for the cost of replacing or rebuilding defective Work regardless of whether the Buyer has benefited from use of the Work through a portion of its anticipated useful service life.
- E. Written warranties made to the Buyer are in addition to implied warranties, and shall not limit the duties, obligations, rights and remedies otherwise available under the law, nor shall warranty periods be interpreted as limitations on time in which the Buyer can enforce such other duties, obligations, rights, or remedies.

- F. The Buyer reserves the right to reject warranties and to limit selections to products with warranties not in conflict with requirements of the Contract Documents.
- G. The Buyer reserves the right to refuse to accept Work for the Project where a special warranty, certification, or similar commitment is required on such Work or part of the Work, until evidence is presented that entities required to countersign such commitments are willing to do so. A "MAINTENANCE WARRANTY BOND" is equal to or greater than 10% of the total contract price.

1.4 Submittals

- A. Submit written warranties to the Buyer before requesting inspection for Final Completion. If the Buyer's Certificate of Substantial Completion designates a commencement date for warranties other than the date of Final Completion for the Work, or a designated portion of the Work, submit written warranties upon request of the Buyer.
- B. When a designated portion of the Work is completed and occupied or used by the Buyer, by separate agreement with the Seller during the construction period, submit properly executed warranties to the Buyer within fifteen days of completion of that designated portion of the Work.
- C. When a special warranty is required to be executed by the Seller, or the Seller and a subcontractor, supplier or manufacturer, prepare a written document that contains appropriate terms and identification, ready for execution by the required parties. Submit a draft to the Buyer for approval prior to final execution.
- D. Provide written certifications of compliance and other commitments and agreements for continuing services in a form which includes all pertinent information including:
 - 1. Quantities and dates of shipments.
 - 2. Attestment that materials incorporated into the Work comply with specified requirements. Certification shall not be construed as relieving the Seller from furnishing satisfactory materials, if the material is later found to not meet specified requirements.
 - 3. Signature of officer of company.
 - 4. Laboratory test reports submitted with certificates of compliance shall show dates of testing, specification requirements under which testing was performed, and results of tests.
- E. Refer to individual Sections of Divisions 2 through 16 for specific content requirements, and particular requirements for submittal of special warranties.

- F. Form of Submittal:

1. Compile three (3) copies of each required warranty and bond properly executed by the Seller, or by the Seller, subcontractor, supplier, or manufacturer.
2. Organize the warranty documents into an orderly sequence based on the table of contents of the Project Manual.
3. Bind warranties and bonds in heavy-duty, commercial quality, durable 3-ring vinyl covered loose-leaf binders, thickness as necessary to accommodate contents, and sized to receive 8-1/2 in. by 11 in. paper.
4. Provide heavy paper dividers with celluloid covered tabs for each separate warranty. Mark the tab to identify the product or installation. Provide a typed description of the product or installation, including the name of the product, and the name, address and telephone number of the installer.
5. Identify each binder on the front and the spine with the typed or printed title "WARRANTIES AND BONDS", the Project title or name, and the name of the Seller.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not Applicable)

MAINTENANCE WARRANTY BOND

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City of Neptune Beach, Florida

KNOW ALL MEN BY THESE PRESENTS, that we, _____
_____ as Principal and _____
, as Surety, are held and firmly bound unto the City of Neptune Beach, as Oblige, in the sum of _____ (\$ _____) Dollars, for the payment of which said Principal and Surety bind themselves, their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by the presents.

WHEREAS, the Principal is the contractor which installed the _____ for the project known as Neptune Beach Senior Activity Center – Porch and Exterior Finishes has agreed that it shall accept certain _____ improvements located within City property, right-of-ways or easements, for maintenance, provided that the Principal and Surety deliver to the City of Neptune Beach a maintenance warranty bond, guaranteeing said improvements against faulty workmanship and materials, said bond and guarantee to be in full force and effect for a minimum of **two (2) years**, beginning the _____ day of _____, _____ (date of Final Completion); and this bond shall serve as said maintenance warranty bond; and this bond shall be and remain in full force and effect from its effective date for a minimum period of at least **two (2) years**.

NOW THEREFORE, THE CONDITIONS OF THIS OBLIGATION ARE SUCH, that if the Principal shall fully guaranty, indemnify and save harmless City of Neptune Beach from any and all loss, costs, expenses and damages, for any repairs or replacements arising out of defective workmanship or materials in the construction or installation of said improvements, then this obligation shall be null and void; otherwise to be and remain in full force and effect.

Signed, sealed and dated this _____ day of _____, _____.

CONTRACTOR:

WITNESS:

Print Name: _____

By: _____ (Seal)

Print Name: _____

Date: _____

APPROVED:
City of Neptune Beach

BY:

BY: _____
City Manager

(SURETY)

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**MAINTENANCE WARRANTY BOND
CONTACT INFORMATION**

Surety: _____

Contact Name: _____

Mailing Address: _____

Telephone No.: _____

Fax No.: _____

Bonding Agent: _____

License Identification No.: _____

Contact Name: _____

Mailing Address: _____

Telephone Number: _____

Fax Number: _____

CONTRACTOR WARRANTY

TO OWNER: City of Neptune Beach
2010 Forest Ave.
Neptune Beach, FL 32266

FROM CONTRACTOR: _____

PROJECT: Neptune Beach Senior Activity Center Porch and Exterior Finishes CONB Bid
No. 2022-03

CONTRACTOR hereby warrants all materials and workmanship furnished for the _____
_____ installations for the above-referenced
project, against any defects for a period of **two (2) years** from the _____ day of _____
_____, _____ (date of Final Completion). This Warranty also includes the "as-built" data
recorded on the as-built drawings for this project.

This Warranty includes all expenses incurred in servicing or replacing defective material,
including cost of all parts, labor and/or replacement material.

This Warranty does not apply to any of the above equipment which has been subjected to
misuse, improper storage, neglect, accident, acts of God and/or alterations or repairs by other
than factory or the Guarantor's authorized service personnel. Nor does it cover expenses
incurred for service requested by the OWNER on material which does not prove defective.

CONTRACTOR:

Date: _____

Print Name: _____

Title: _____

END OF SECTION

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APPENDICES