

**CONTRACT DOCUMENTS &  
SPECIFICATIONS**

**FOR**

**HERITAGE HARBOUR**

**STORMWATER  
INFRASTRUCTURE  
RENOVATIONS**

**Prepared For:**

**HERITAGE HARBOUR MASTER ASSOCIATION  
10481 Six Mile Cypress Parkway  
Fort Myers, Florida 33966**

**Prepared By:**

**Morris-Riley**  
Development Management LLC  
2004 53<sup>rd</sup> Avenue East  
Bradenton, Florida 34203

**NOVEMBER 2010**

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**INVITATION TO BID**

Sealed bids will be accepted at the office of Morris-Riley Development Management, LLC at 2004 53<sup>rd</sup> Avenue East; Bradenton, Florida 34203, for **Heritage Harbour Stormwater Infrastructure Renovations**, until **2:00pm Tuesday, December 14<sup>th</sup>, 2010**. Each bid must be submitted on the Proposal Bid Form provided in the Contract documents and Specifications. All bids will be opened privately and Contractors shall be notified once the Contract is awarded.

The work shall generally consist of: furnishing labor, supervision, equipment, supplies, tools, materials, and services to perform repairs of damaged lake control structures, removal of sediment within curb inlets, lake control structures and pipes, demarking pipe ends within lakes for future identification, removal of trash and debris from within road inlets and structures and repairing erosion around weir structures and lake banks.

Plans, Bidding Requirements and Contract Documents will be available on **Friday, November 19<sup>th</sup>, 2010** at the office of Morris-Riley or are available to download from [www.morris-riley.com](http://www.morris-riley.com) (Click the "Download Bid Documents link). A mandatory pre-bid conference will be held on **Tuesday, November 30<sup>th</sup>, 2010 at 9:00am** at **the River Strand Golf and Country Club (Clubhouse), located at 7155 Grand Estuary Trail; Bradenton, Florida 34212.**

The right is reserved, as the interest of the Owner may dictate, to reject any or all bids, for any reason, to waive any informality in the bids or to re-advertise for other or further bids.

Sincerely,  
MORRIS-RILEY DEVELOPMENT MANAGEMENT, LLC



Matthew J. Morris, P.E.  
Principal



William Riley  
Principal

## INSTRUCTIONS TO BIDDERS

1. Proposals or Bids
  - 1.1 Proposals shall be on the form provided for that purpose and shall be submitted in duplicate enclosed in a sealed envelope, clearly marked "Heritage Harbour Stormwater Infrastructure Renovations".
  - 1.2 Proposals which are incomplete, unbalanced, conditional, obscure, or which contain additions not called for, alterations or irregularities of any kind, or which do not comply with the Contract Documents may be rejected at the option of the Owner.
  - 1.3 Each proposal shall be signed, on behalf of the individual, partnership or corporation making the proposal, by the person or persons legally authorized to sign this document and thereby bind the maker in full responsibility therefore. The address of the individual, partnership or corporation shall be appended and, upon demand, the names and addresses of all members of a partnership or the corporate officers of a corporation thus bound shall be made known.
  - 1.4 No proposal can be withdrawn for a period of 60 days from the date of opening bids.
  - 1.5 These Contract Documents include a complete set of bidding and Contract forms which are for the convenience of bidders and are not to be detached from the Contract Documents, filled out, or executed. Separate copies of Bid Forms are furnished for that purpose and should be submitted in duplicate.
2. Owner: This project is owned by the Heritage Harbour Master Homeowner's Association.
3. Project Manager: The firm of Morris-Riley Development Management, LLC, 2004 53<sup>rd</sup> Avenue East, Bradenton, FL 34203, is appointed by the Owner as Project Managers for the project. Where the term "Project Manager" is used in these specifications, it refers to these Project Managers or their authorized representative.
4. Inspection of Site: Each Bidder should visit the site of the proposed work and fully acquaint himself with the existing conditions there relating to construction and labor, and should fully inform himself as to the facilities involved, the difficulties and restrictions attending the performance of the Contract. The Bidder must contact Matt Morris, P.E. at (941)228-4729 or [mmorris@morris-riley.com](mailto:mmorris@morris-riley.com) or Bill Riley at (941)961-4550 or [briley@morris-riley.com](mailto:briley@morris-riley.com) . The Bidder should thoroughly examine and familiarize himself with the Construction Drawings and other Contract Documents. The bidder is responsible to augment the Drawings and Technical Specifications with whatever additional subsurface explorations deemed necessary to quantify classified unsuitable materials requiring excavation and removal off-site. The contractor by the execution of the contract shall in no way be relieved of any obligation under it due to his failure to receive or examine any form or legal instrument or to visit the site and acquaint himself

with the conditions there existing and the Owner will be justified in rejecting any claims based on facts regarding which he should have been on notice as a result thereof.

5. Execution of Agreement: Subsequent to the award and within 10 days after the prescribed forms are presented for signature, the successful Bidder shall execute and deliver to the Owner an Agreement in the form included in the Contract Documents which is subject to the approval of the attorney for the Owner in such numbers as the Owner may require.
6. Ability to Perform Work: As part of the Proposal, the Bidder shall provide a list of equipment demonstrating the ability to perform the necessary work on a timely basis. Any bidder may also be required, before the award of any contract, to show to the complete satisfaction of the Owner that he has the necessary facilities, ability and financial resources to perform the work in a satisfactory manner within the time specified, that he has had experience in construction work of the same or similar nature; and that he has a past history and references which will serve to satisfy the Owner beyond any doubt as to his qualifications for doing the work.
7. Insurance Coverage: Insurance coverage required in connection with this project shall be secured through an agency acceptable to the Owner.
8. Quantities: Unit price quantities shown in the Proposal and Bid Form are approximate only and are subject to either increase or decrease. Should the quantities of any unit price items of the work be increased, the Contractor proposes to do the additional work at the unit bid prices; and should the quantities of any unit price item decrease, the Contractor understands that payment will be made on actual quantities accepted, at the unit bid price, and will make no claim for anticipated profits for any decrease in quantities.
9. Award of Contract: Contract will be awarded to a responsive, qualified Contractor based on criteria set forth by Owner. The Owner reserves the right to reject any or all bids and to waive informalities.
10. Payment: Payment for work performed will be made by the Owner in accordance with the terms set out in the contract. Applications for Payment shall be submitted to the Project Manager on the forms provided within the Contract Documents. Upon approval by the Project Manager, Pay Applications will be submitted to Owner for review and final approval. Waivers of Lien for Progress Payments are required to be submitted by Contractor upon each Progress Payment. Prior to submittal of the first application for payment, the Contractor shall submit a Schedule of Values to the Owner for review and approval.
11. Certifications: Before any payment, either partial or final, are made to the Contractor for work performed, written certification must be filed with the Owner by the Contractor that the items for which requisition for payment is made have not been paid and that there are no vendor's, mechanic's, or other liens or right to liens or conditional sale contractors which should be satisfied or discharged before such payment is made.

12. Plans and Specifications Furnished: The Contractor will be furnished three sets of plans and technical specifications by the Owner for use in construction.
13. Safety and Health Regulations: The Contractor shall comply with the Department of Labor Safety and Health Regulations for construction promulgated under the Occupational Safety and Health Act of 1970 (P. L. 91-54).
14. NPDES: The Contractor shall be required to maintain the Stormwater Pollution Prevention Plan on site and daily logs of site and rain conditions must be maintained. The Contractor shall be responsible for performing all site inspections as required by NPDES following qualifying rainfall events. If the Contractor is not able to perform the required inspections, the Contractor shall notify the Engineer within 24 hours of the rainfall event and the Engineer will perform the necessary inspections.
15. Cleanliness of Site: All construction areas shall be kept in a neat and orderly fashion. No debris shall be left on-site during or after construction. Contractors shall stay out of wooded areas except where grading is to take place or silt screens are to be installed. Any cutting or clearing of those areas shall be redressed and limbs shall be removed.

**Heritage Harbour  
Stormwater Infrastructure Renovations**  
Manatee County, Florida

**PROPOSAL AND BID FORM**

This is the Proposal of \_\_\_\_\_. The undersigned, having familiarized himself with the existing conditions on the project area affecting the cost of the work and, with the Contract Documents as prepared by Morris-Riley Development Management, LLC, and on file in the office of the Owner, hereby proposes to furnish all supervision, technical personnel, labor, equipment, materials, utility and transportation services required to construct and complete the Heritage Harbour Stormwater Infrastructure Renovations for the Heritage Harbour Master Homeowner's Association, all in accordance with the Contract Documents at and for the unit or lump sum prices for work in place in accordance with the following items and quantities:

Item No.	Description	Estimated Quantity	Unit	Unit Price	Total
<b><u>A. Stormwater Infrastructure Renovations</u></b>					
1	Sediment Removal (15" Pipe)	305	LF	_____	_____
2	Sediment Removal (18" Pipe)	870	LF	_____	_____
3	Sediment Removal (24" Pipe)	2,667	LF	_____	_____
4	Sediment Removal (30" Pipe)	1,429	LF	_____	_____
5	Sediment Removal (48" Pipe)	294	LF	_____	_____
6	Sediment Removal (60" Pipe)	109	LF	_____	_____
7	Sediment Removal (48"x76" Pipe)	150	LF	_____	_____
8	Trash and Debris Removal	1	LS	_____	_____
9	Sediment Removal at Pipe Ends	16	EA	_____	_____
10	Mark Pipe Ends w/ PVC Pipe	30	EA	_____	_____
11	Mark Pipe Ends w/ PVC Fence Post (Alternate Item - DO NOT INCLUDE IN TOTAL BID PRICE)	30	EA	_____	_____
12	Repair Erosion at Structures	1	EA	_____	_____
13	Repair Damaged Control Structures	1	EA	_____	_____
14	BMP Installation and Maintenance	1	LS	_____	_____
15	Mobilization	1	LS	_____	_____

**TOTAL BID PROPOSAL** \_\_\_\_\_

The Bidder agrees to complete the various elements of work within the time schedules as follows upon written notice to proceed with a given work element:

**Calendar Days** \_\_\_\_\_

The Bidder agrees that this bid shall be good and may not be withdrawn for a period of 60 calendar days after the date of signature on this Bid Proposal.

If written notice of acceptance of proposal is mailed, telegraphed or delivered to the Bidder within 60 days after date of signature on the Bid Proposal, or at any time thereafter before this bid is withdrawn, the undersigned agrees that he will execute and deliver a contract in the form attached as required by these documents, in accordance with the contract as accepted and that he will give bond as specified with good and sufficient sureties, all within ten days after the prescribed forms are presented to him for signature.

The Bidder declares that he understands that the quantities shown on the estimates are approximate only and are subject to either increase or decrease and that should quantities of any of the items or work be increased, the undersigned proposes to do the additional work at the unit prices set out herein; and should the quantities be decreased, he also understands that payment will be made on actual quantities installed at the unit bid prices and will make no claim for anticipated profits for any decrease in the quantities.

Notice of said award should be mailed or delivered to the undersigned at the following address:

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

No.	Dated
_____	_____
No.	Dated
_____	_____

Name (Type) \_\_\_\_\_

Proposal Provided By: \_\_\_\_\_  
*Name, Title*

\_\_\_\_\_ *Address (Type) City, State, Zip Code*

CORPORATE SEAL (If a Corporation)

\_\_\_\_\_ *Signature* \_\_\_\_\_ *Date*

Phone Contact: \_\_\_\_\_



## MEASUREMENT AND PAYMENT

### **PART 1 SCOPE OF WORK**

The scope of this section of the Contract Documents is to further define the items included in each Bid Item in the Bid Proposal section of these Specifications. Payment will be made based on the specified items included in the description in this section for each bid item.

#### **1.01 GENERAL**

All Contract Prices included in the Bid Proposal section will be full compensation for all labor, materials, tools, equipment and incidentals necessary to complete the construction as shown on the drawings and/or as specified in the Contract Documents to be performed under this contract. Actual quantities of each item bid on a unit price basis will be determined upon completion of the construction in the manner set up for each item in this section of the specifications. Payment for all items listed in the Bid Form will constitute full compensation for all work shown and/or specified to be performed under this project.

#### **1.02 WORK OUTSIDE AUTHORIZED LIMITS**

No payment will be made for work constructed outside the authorized limits of work.

#### **1.03 MEASUREMENT STANDARDS**

Unless otherwise specified for the particular items involved, all measurements of distance shall be taken horizontally or vertically.

#### **1.04 AREA MEASUREMENTS**

In the measurement of items to be paid for on the basis of area of finished work, the lengths and/or widths to be used in the calculations shall be the final dimensions measured along the surface of the completed work within the neat lines shown or designated.

#### **1.05 LUMP SUM ITEMS**

Where payment for items is shown to be paid for on a lump sum basis, no separate payment will be made for any item of work required to complete the lump sum item. Lump sum contract items shall be complete, tested and fully operable prior to request for final payment.

#### **1.06 UNIT PRICE ITEM**

Separate payment will be made for the items of work described herein and listed on the Bid Form. Any related work not specifically listed, but required for satisfactory completion of the work shall be considered to be included in the scope of the appropriate listed work items.

No separate payment will be made for the following items and the cost of such work shall be included in the applicable pay items of work. Final payment shall not be requested by the Contractor or made by the Owner until as-built (record) drawings have been submitted to and approved by the Engineer.

- Mobilization
- Maintenance of traffic
- Shop drawings
- Sheeting and shoring
- Clearing, grubbing and grading except as hereinafter specified.
- Trench excavation, including necessary pavement removal and rock removal, except as otherwise specified.
- Dewatering and disposal of surplus water.
- Structural fill, backfill and grading.
- Adjusting existing valve boxes, manhole frames and covers
- Foundation and borrow materials, except as hereinafter specified.
- Testing and placing system in operation.
- Any material and equipment required to be installed and utilized for tests.
- Maintain the existing quality of service during construction.
- Appurtenant work as required for a complete and operable system.
- As-built drawings.

## **PART 2 EXECUTION**

### **2.01 BID ITEM NOS. A-1 – SEDIMENT REMOVAL**

The Contractor shall remove all sediment within roadway inlets, junction boxes, control structures and pipe networks described on the attached exhibit. The line item bid for this work shall consist of installation of coffer dams, plugs, de-watering of the inlets and pipes and removal of sediment by mechanical or physical means.

Should the Contractor elect to remove sediment from inlets and pipes by physical means, the Contractor shall include the price of hauling material to the area designated on the attached plan. Should the contractor choose to pump sediment from the inlets, the slurry shall be discharged into the nearest stormwater pond.

### **2.02 BID ITEM NO. A-2 – TRASH AND DEBRIS REMOVAL**

The Contractor shall remove all litter and debris from inlets and pipes during the sediment removal process. The Contractor shall be responsible for the proper disposal of all material removed from the system at a designated landfill site or other appropriate waste management facility or location.

### **2.03 BID ITEM NO. A-3 – SEDIMENT REMOVAL AT PIPE ENDS**

The Contractor shall excavate sediment around the existing pipe end that is restricting flow and excavate a sump around existing pipe ends in such a fashion as to reduce the migration of sediment around pipe ends. The sump shall be constructed per the detail provided on the attached exhibit. All excavated material shall be relocated into the pond at a depth greater than the pipe end invert, or shall be removed and disposed of at the referenced disposal site.

### **2.04 BID ITEM NO. A-4 AND A-5 – MARK PIPE ENDS**

During the Sediment Removal at Pipe Ends process described in Section 1.4, the Contractor shall locate and mark all mitered end sections, flared end sections and end walls that lie within the stormwater ponds with 2", schedule 40, gray PVC pipe installed adjacent to the stormwater pipe-end vertically 2' below the invert so that no less than 6" and no more than 12" of the pipe will be exposed when the water level of the lake is at Normal Water Level. The Contractor shall affix cap at the end of the pipe protruding from the water.

Contractor shall also provide a Unit Price Bid for utilizing 4"x4" PVC Fence Posts with decorative end caps for marking the pipe ends.

### **2.05 BID ITEM NO. A-6 – REPAIR EROSION AT WEIR STRUCTURES**

The Contractor shall repair lake bank erosion around concrete weir structures identified on the attached exhibit. This will consist of over-excavation of the affected area by removing 6" of existing material at the location of the wash-out and 5' around the affected area. The Contractor shall backfill the excavated area with suitable material (LBR 40 or greater), compact the material in place (minimum 95% Standard Proctor Density) and re-sod the disturbed area with Bahia sod above the Normal Water Level. All areas that are repaired shall be graded to match existing lake bank slopes, elevations and contours. The Contractor shall be responsible for bracing the concrete weir structure as necessary during this work to ensure integrity of the structure. The contractor shall be responsible for watering the sod until established.

### **2.06 BID ITEM NO. A-7 – REPAIR LAKE BANK EROSION**

The Contractor shall repair lake bank erosions due to wash-outs as identified on the attached exhibit. This will consist of over-excavation of the affected area by removing 6" of existing material at the location of the wash-out and 5' around the affected area. The Contractor shall backfill the excavated area with suitable material (LBR 40 or greater), compact the material in place (minimum 95% Standard Proctor Density) and re-sod the disturbed area with Bahia sod above the Normal Water Level. All areas that are repaired shall be graded to match existing lake bank slopes and contours. The contractor shall be responsible for watering the sod until established.

## **2.08 BID ITEM NO. A-8 – REPAIR DAMAGED CONTROL STRUCTURES**

The Contractor shall repair damaged control structures, as identified on the attached exhibits. The Contractor shall correct all deficiencies in the structure so that the structure is in conformance with FDOT and Manatee County standards for stormwater structures. These deficiencies include leaks at pipe joints entering the structure and failed block-work adjacent to notch-weirs and weir windows. Contractor shall utilize materials, means and methods approved by Manatee County and FDOT for the repairs. The line item bid for this task shall be inclusive of necessary de-watering activities, masonry work, steel reinforcement and finish work necessary to secure additional block work to the existing structure and match existing finishes.

## **2.09 BID ITEM NO. A-9 – BMP INSTALLATION AND MAINTENANCE**

The Contractor shall furnish and install necessary Best Management Practices to control sediment migration and erosion during construction activities. This shall include, but not be limited to, installation of sand bags at adjacent inlets, installation of turbidity barriers at pump discharge locations and at areas where lake bank and weir erosion are being repaired, and silt fence installation around the on-site sediment disposal area. The Contractor shall maintain these Best Management Practices until construction in the work area is complete and necessary permanent stabilization measures are in place, such as sod or rip rap.

# AGREEMENT

THIS AGREEMENT is by and between, **Heritage Harbour Master Homeowner's Association**, (Owner) and \_\_\_\_\_ (Contractor).

Owner and Contractor, in consideration of the mutual covenants set forth herein, agree as follows:

## ARTICLE 1 – WORK

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

**furnishing labor, supervision, equipment, supplies, tools, materials, and services to perform repairs of damaged lake control structures, removal of sediment within curb inlets, lake control structures and pipes, demarking pipe ends within lakes for future identification, removal of trash and debris from within road inlets and structures and repairing erosion around weir structures and lake banks.**

## ARTICLE 2 - THE PROJECT

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

### **HERITAGE HARBOUR STORMWATER INFRASTRUCTURE RENOVATIONS**

## ARTICLE 3 – PROJECT MANAGER

3.01 Construction management and inspections will be performed by **Morris-Riley Development Management, LLC** (Project Manager), who is to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to the Project Manager in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

## ARTICLE 4 - CONTRACT TIMES

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

4.02 Days to Achieve Substantial Completion and Final Payment

A. The Work will be substantially completed within **45** days after the date when the Contract Times commence to run as provided in Paragraph 2.03 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions within **60** days after the date when the Contract Times commence to run.

## ARTICLE 5 - CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the established unit price for each separately identified item of Unit Price Work times the estimated quantity of that item as indicated in the attached Exhibit "A" (Proposal and Bid Form).

## ARTICLE 6 - PAYMENT PROCEDURES

6.01. A. Submittal and Processing of Payments - Contractor shall submit Applications for Payment in the format set forth in the Contract Documents to the Project Manager. Applications for Payment shall be reviewed by Project Manager, and once approved will be forwarded to Owner for final approval and payment.

### 6.02 Progress Payments; Retainage

A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the **20<sup>th</sup>** day of each month during performance of the Work as provided in Paragraphs 6.02.B. All such payments will be measured by the schedule of values established in Exhibit "A" (Unit Price Schedule):

B. Prior to Substantial Completion, progress payments will be made in an amount equal to **90% (NINETY)** percent of Work completed (with the balance being Retainage) less the aggregate of payments previously made and less such amounts as Project Manager may determine or Owner may withhold, including but not limited to liquidated damages.

6.03 A. Final Payment - Upon final completion and acceptance of the Work by Project Manager and Owner, Owner shall pay the remainder of the Contract Price as recommended by Project Manager.

## ARTICLE 7 – CONTRACTOR’S REPRESENTATIONS

7.01 In order to induce Owner to enter into this Agreement Contractor makes the following representations:

A. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.

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

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

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

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

F. Contractor does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.

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

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

I. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Project Manager is acceptable to Contractor.

J. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

## ARTICLE 8 - CONTRACT DOCUMENTS

### 8.01 Contents

A. The Contract Documents consist of the following:

1. This Agreement (pages **A-1** to **A-4**, inclusive).
2. General Conditions (pages **GC-1** to **GC-15**, inclusive).
3. Special Provisions (pages **SP-1** to **SP-3**, inclusive).
4. General Specifications (pages **GS-1** to **GS-5**, inclusive)
5. Methods of Payment (Pages **MP-1** to **MP-4**, inclusive)
4. Drawings consisting of **1** sheet with each sheet bearing the following general title:  
**Stormwater Renovation Exhibit.**

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

- a. Notice to Proceed.
- b. Work Change Directives.
- c. Change Order(s).

B. The documents listed in Paragraph 8.01.A are attached to this Agreement (except as expressly noted otherwise above).

C. There are no Contract Documents other than those listed above in this Article 9.

D. The Contract Documents may only be amended, modified, or supplemented as provided in Paragraph 3.04 of the General Conditions.

## ARTICLE 9 - MISCELLANEOUS

9.01 A. Terms - Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

9.02 Assignment of Contract

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

9.03 A. Successors and Assigns - Owner and Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

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

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

This Agreement will be effective on \_\_\_\_\_, 20\_\_ (which is the Effective Date of the Agreement).

OWNER:  
**Heritage Harbour Master Homeowner's Association**

CONTRACTOR:

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

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

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

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

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

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

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

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

Address for giving notices:

Address for giving notices:

10481 Six Mile Cypress Parkway  
Fort Myers, Florida 33966



## **NOTICE TO PROCEED**

Pursuant to the terms of the Construction Documents and contract, you are hereby notified to commence work at the start of business on \_\_\_\_\_. The time for completion, including the starting day, shall meet the General Conditions, Item 11.

It is the responsibility of the Contractor to meet the schedule as set forth and in accordance with the terms and conditions of the Contract. Failure to comply with the schedule will result in the enforcement of the liquidated damages as stated in the General Conditions, Item 12.

Please note carefully and fulfill the requirements of the Contract regarding the submittal and approval of Workers' Compensation and Manufacturers' and Contractors' Public Liability Insurance.

The Contractor shall also contact the Owner and the Owner's Project Manager in writing within three days prior to mobilization on the project to enable the Owner to coordinate this work with others.

Your cooperation on this construction to its conclusion is of the utmost importance to the Owner.

HERITAGE HARBOUR MASTER HOMEOWNER'S ASSOCIATION  
 CONTRACT CHANGE ORDER NO.

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

Contract For: \_\_\_\_\_

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

Conditions: The changes described herein shall be governed by the terms and conditions of the Contract, and shall not in any way alter the terms of the Contract, but shall hereafter be a part of the Contract.

ITEM NO.	DESCRIPTION:	QUANTITY	UNIT	UNIT PRICE	AMOUNT	
					(+)	(-)

Contract Time Prior to this Change Order	_____	Net Increase/Decrease from this Change Order	(+) \$ _____	-
Net Increase/Decrease from this Change Order	_____	Contract Total Prior to Change Order	\$ _____	-
Current Contract Time Including this Change	_____	Current Contract Total Including Change Order	\$ _____	-

REASON FOR CHANGE: \_\_\_\_\_  
 \_\_\_\_\_

ACCEPTABLE TO: \_\_\_\_\_ Date: \_\_\_\_\_  
 Contractor's Representative

APPROVED BY: \_\_\_\_\_ Date: \_\_\_\_\_  
 Heritage Harbour Master Homeowner's Association

**HERITAGE HARBOUR MASTER HOMEOWNER'S ASSOCIATION  
CONTRACTOR'S APPLICATION FOR PAYMENT**

Project: \_\_\_\_\_ Number: \_\_\_\_\_  
 Payment Request: \_\_\_\_\_ for Period: \_\_\_\_\_ to \_\_\_\_\_

1	Original Contract Amount-----	\$	-
2	Approved Change Orders-----	\$	-
3	Current Contract Amount-----	\$	-
4	Value of Work Completed to Date (+/- _____ )-----	\$	-
5	Less Amount Retained ( _____ %)-----	\$	-
6	Net Amount Earned to Date-----	\$	-
7	Less Amount of Previous Payments-----	\$	-
8	Out of Pocket Expenses (If applicable)-----	\$	-
	<b>BALANCE DUE THIS PAYMENT-----</b>	<b>\$</b>	<b>-</b>

**CERTIFICATION OF CONTRACTOR**

According to the best of my knowledge and belief, I certify that all items and amounts shown on the face of this Request for Payment are correct; that all work has been performed and material supplied in full accordance with the terms and conditions of the Contract. I further certify that payments have been made to all subcontractors and all material and labor used in or in connection with the performance of this Contract. I also certify I have complied with Federal, State and local tax laws, including Social Security Laws and Unemployment Compensation Laws and Worker's Compensation Laws and Mechanics Lien Laws insofar as applicable to the performance of the Contract.

Signed, sealed and delivered this \_\_\_\_\_ day of \_\_\_\_\_, 20 20\_\_\_\_

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

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

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_, by \_\_\_\_\_ as \_\_\_\_\_ of \_\_\_\_\_ who is personally known to me, or has \_\_\_\_\_ as identification, and who acknowledged executing the \_\_\_\_\_ and on behalf of said corporation. He did/did not take an oath.

NOTARY PUBLIC SIGNATURE: \_\_\_\_\_

NOTARY'S PRINTED NAME: \_\_\_\_\_

**HERITAGE HARBOUR MASTER HOMEOWNER'S ASSOCIATION**  
**WAIVER & RELEASE OF LIEN UPON PROGRESS PAYMENT**

The undersigned lienor, \_\_\_\_\_ in consideration of the sum of \$ \_\_\_\_\_ hereby waives and releases its lien and right to claim a lien for labor, services, or materials furnished through \_\_\_\_\_ to HERITAGE HARBOUR MASTER HOMEOWNER'S ASSOCIATION upon progress payment on the job of HERITAGE HRABOUR MASTER HOMEOWNER'S ASSOCIATION of the following property:

Project:

Contract #:

Pay Request #:

Invoice #:

Contract Amount:

Reimbursement Amount:

This waiver and release does not cover any retention or labor, services, or materials furnished after the date specified.

Lienor hereby warrants and represents that there are no liens or claims by third parties, including, but not limited to, laborers, suppliers and subcontractors, that could be asserted against the property due to lienor's improvements to the property through the date specified. Lienor further warrants and represents that no chattel mortgage, conditional bill of sale, or retention of title has been given or executed by lienor or in connection with any material, appliances, machinery, fixtures or furnishings placed upon or installed in the property by lienor.

Signed, sealed and delivered this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.

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

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_, by \_\_\_\_\_ as \_\_\_\_\_ of \_\_\_\_\_ who is personally known to me, or has produced \_\_\_\_\_ as identification, and who acknowledged executing the same for and on behalf of said corporation. He did/did not take an oath.

NOTARY PUBLIC SIGNATURE: \_\_\_\_\_

NOTARY'S PRINTED NAME: \_\_\_\_\_

**HERITAGE HARBOUR MASTER HOMEOWNER'S ASSOCIATION**  
**WAIVER & RELEASE OF LIEN UPON FINAL PAYMENT**

The undersigned lienor, \_\_\_\_\_ in consideration of the final payment in the amount of \$\_\_\_\_\_ hereby waives and releases its lien and right to claim a lien for labor, services, or materials furnished to HERITAGE HARBOUR MASTER HOMEOWNER'S ASSOCIATION on the job of HERITAGEHARBOUR MASTER HOMEOWNER'S ASSOCIATION to the following property:

Project:

Contract #:

Pay Request #:

Invoice #:

Contract Amount:

Reimbursement Amount:

Lienor hereby warrants and represents that there are no liens or claims by third parties, including, but not limited to, laborers, suppliers and subcontractors, that could be asserted against the property due to lienor's improvements to the property through the date specified. Lienor further warrants and represents that no chattel mortgage, conditional bill of sale, or retention of title has been given or executed by lienor or in connection with any material, appliances, machinery, fixtures or furnishings placed upon or installed in the property by lienor.

Signed, sealed and delivered this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.

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

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

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_, by \_\_\_\_\_ as \_\_\_\_\_ of \_\_\_\_\_ who is personally known to me, or has produced \_\_\_\_\_ as identification, and who acknowledged executing the same for and on behalf of said corporation. He did/did not take an oath.

NOTARY PUBLIC SIGNATURE: \_\_\_\_\_

NOTARY'S PRINTED NAME: \_\_\_\_\_

## **GENERAL CONDITIONS**

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## **GENERAL CONDITIONS**

1. Definitions: Wherever used in any of the Contract Documents, the meaning shall be given to the terms herein defined:
  - 1.1 The term "Contract" means the agreement executed by the Owner and the Contractor of which these General Conditions form a part.
  - 1.2 The terms "Owner" and "Contractor" mean the respective parties to the Contract.
  - 1.3 The term "Subcontractor" means a person, firm or corporation supplying services and/or materials to the Contractor in connection with the project.
  - 1.4 The term "Project Manager" means the authorized representative of the Owner employed to provide management and/or observation of the work performed by the Contractor.
  - 1.5 The term "Contract Documents" - The Contract Documents are composed of the Invitation to Bid, Instructions to Bidders, Proposal and Bid Form, Construction Agreement form, General Conditions, Special Provisions, Technical Specifications, the Drawings, and any addenda, if any thereto, predating the Construction Agreement.
2. Project Manager as Referee: It is agreed by the parties hereto that the Project Manager shall decide all questions which may arise relative to the interpretation of the Plans, Specifications, and other Contract Documents pertaining to the character, quality, amount and value of any work done and of the materials furnished under or by reason of this Contract. His estimates and decisions upon all such claims and questions shall be final and conclusive upon the parties thereto.
3. Notice and Service Thereof:
  - 3.1 All notices, demands, requests, instruction, approvals and claims shall be in writing.
  - 3.2 Any notice to or demand upon the Contractor shall be sufficiently given if delivered at the office of the Contractor as specified in the Bid (or at such other office as the Contractor may from time to time designate to the Owner in writing).
  - 3.3 All papers required to be delivered to the Owner shall, unless otherwise specified in writing to the Contractor, be delivered to the office of the Owner as specified in Instructions to Bidders and any notice to or demand upon the Owner shall be sufficiently given if delivered to said office or if deposited in the United States mail in a sealed, postage prepaid envelope, in each case properly addressed to said Owner or to such other representative of the Owner or to such other address as the Owner may subsequently specify in writing to the Contractor for such purposes.
  - 3.4 Any such notice or demand to the Contractor or to the Owner shall be deemed to have been given or made as of the time of actual delivery or, in the case of mailing, when the same should have been received in due course or, in case of email or fax, at the time of actual receipt, as the case may be.



4. Assignment: The Contractor shall not assign the whole or any part of this contract, or any monies due or to become due hereunder, without written consent of the Owner. In case the Contractor assigns all or any part of any monies due or to become due under this contract, the instrument of assignment shall contain a clause substantially to the effect that it is agreed that the right of the assignee in and to any monies due or to become due to the Contractor shall be subject to prior liens of all persons, firms and corporations for the services rendered or for labor performed or for materials supplied for the performance of the work called for in this contract.
5. Contractor's and Subcontractors' Insurance: The Contractor shall not commence work under this contract nor shall he allow any Subcontractor to commence work until the Contractor has obtained all the insurance required under this Section and such insurance has been approved by the Owner.
  - 5.1 Compensation Insurance: The Contractor shall procure and shall maintain during the life of this contract Workmen's Compensation Insurance for all of his employees to be engaged in work on the project under this contract, and in case any such work is sublet, the Contractor shall require the Subcontractor similarly to provide Workmen's Compensation Insurance for all of the latter's employees to be engaged in such work unless such employees are covered by the protection afforded by the Contractor's Workmen's Compensation Insurance. In case any class of employees engaged in hazardous work on the project under this contract is not protected under the Workmen's Compensation statute, the Contractor shall provide and shall cause each Subcontractor to provide adequate insurance for the protection of such of his employees not otherwise protected. Minimum limits for Employer's Liability shall be \$300,000.
  - 5.2 Contractor's Public Liability, Vehicle Liability and Property Damage Insurance: Insurance shall be required of the contractor that meets or exceeds the Owner's Insurance Requirements as set forth in the Contract Documents and Specifications.
  - 5.3 Subcontractor's Public Liability, Vehicle Liability and Property Damage Insurance: The Contractor shall require each of his subcontractors to procure and maintain during the life of his contract Subcontractor's Public Liability, Vehicle Liability and Property Damage insurance coverage in amounts satisfactory to the Contractor, for his own protection, with an insurance company or companies licensed to do business in the state in which the Subcontractor shall perform his contractual services.
  - 5.4 Scope of Insurance and Special Hazards: The insurance required under subparagraphs 5.2 and 5.3 hereof shall provide adequate protection for Contractor and his Subcontractors, respectively, against damage claims which may arise from operations under this contract, whether such operations be by the insured or by anyone directly or indirectly employed by the insured or by anyone directly or indirectly employed by him, and also against any special hazards which may be encountered in the performance of this contract.
  - 5.5 Proof of Insurance Coverage: The Contractor shall provide the Owner with a certificate of insurance (3 signed copies) from the insurance company containing all information as required by the Owner addressed to the Owner stating that the Contractor has, in effect, complete insurance coverage in accordance with the limits required in the contract documents. Failure to provide adequate insurance shall not relieve the Contractor's responsibility to protect the Owner, and Project Manager wholly from all such claims and damages.

6. Accident Prevention: Precaution shall be exercised by the use of modern safety rules and practices at all times for the protection of persons (including employees) and property, and hazardous conditions shall be guarded against or eliminated.
7. Licenses, Permits, Construction and Employment Practices: All Contractors shall secure all licenses and permits required by State, County, and local units of government in which the project is to be constructed. Contractors are also required to comply with all laws, regulations, safety codes, and building and construction codes which apply to construction performed under this contract, also with all applicable Federal and State regulations in respect to employees' wages and hours.
8. Substitutions: Unless otherwise stated, reference in the specifications to any article, device, product, material, fixture, form, or type of construction, etc., by name, make or catalog number, shall be interpreted as establishing a standard of quality and shall not be construed as limiting competition, and the Contractor, in such cases, may at his option use any article, device, product, material, fixture, form or type of construction which, in the judgment of the Project Manager expressed in writing, is equal to that named. Substitutions will only be considered if there is a significant savings to the Owner.
9. Patents: The Contractor shall hold the Owner and Project Manager and their officers, agents, servants and employees harmless from liabilities of any nature or kind, including costs and expenses, or on account of, any patented or unpatented invention, process, article, or appliance manufactured or used in the performance of the contract.
10. Time for Completion: The work shall be commenced at the time stated in the notice to the Contractor to proceed for each element and shall be completed in the number of consecutive calendar days stated in the Proposal and Bid Form or as mutually agreed between the Owner and Contractor.
11. Delays - Damages:
  - 11.1 If the Contractor refuses or fails to execute the work, or any separable part thereof, with such diligence as will insure its completion within the time specified in the Instructions to Bidders, or any extension thereof, or fails to complete said work within such time, the Owner may, by written notice to the Contractor, terminate his right to proceed with the work or such part of the work as to which there has been delay. In such event, the Owner may take over the work and execute the same to completion by contract or otherwise, and the Contractor and his sureties shall be liable to the Owner for any excess cost occasioned the Owner thereby. If the Contractor's right to proceed is so terminated, the Owner may take possession of and utilize in completing the work such, appliances and plants as may be on the site of the work and necessary therefore. If the Owner does not terminate the right of the Contractor to proceed, the Contractor shall continue the work, in which event the actual damage for the delay will be impossible to determine and in lieu thereof, the contractor shall pay to the Owner as fixed, agreed, and liquidated damages for each calendar day of delay until the work is completed and accepted the amount as set forth in Instructions to Bidders and the Contractor and his sureties, jointly and severally, shall be liable for the amount thereof. Provided, that the right of the Contractor to proceed shall not be terminated nor the Contractor charged with liquidated damages because of any delays in the completion of the work due to unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God or of the public enemy, acts of the Government, fires, floods, epidemics, quarantine restrictions, strikes, freight

embargoes, unusually severe weather, or delays of Subcontractor due to such causes, if the Contractor shall within ten days from the beginning of any such delay (unless the Owner shall grant a further period of time prior to the date of final settlement of the contract) notify the Project Manager in writing of the cause of delay. The Project Manager shall ascertain the facts and the extent of the delay and extend the time for completing the work when in his judgment the findings of fact justify such an extension, and his findings of fact thereon shall be final and conclusive on the parties hereto, subject only to appeal within thirty (30) days by the Contractor to the Owner, whose decision on such appeal as to the facts of delay and the extension of time for completing the work shall be final and conclusive on the parties hereto.

- 11.2 Where actual damages for any delay in completion contemplated by this section and section 14 are impossible to determine by reason of the Owner's election under said sections not to terminate the right of the Contractor to proceed, the Contractor and his sureties, jointly and severally, shall be liable for and shall pay to the Owner, as set forth in Instructions to Bidders agreed and liquidated damages for each calendar day of such delay until the work is completed or accepted; provided, that the Owner may accept the work if there has been such a degree of completion as will, in Owner's opinion, make the project reasonably safe, fit and convenient for the use and accommodation for which it was intended. In such case, the Contractor shall not be charged with liquidated damages, but the Owner may assess damages caused by such delay.
12. Right of the Owner to Terminate Contract: If the Contractor should be adjudged bankrupt, or if he should make a general assignment for the benefit of his creditors, or if a receiver should be appointed for the Contractor or any of his property, or if he should persistently or repeatedly refuse or fail to supply enough properly skilled workmen or proper materials, or if he should refuse or fail to make prompt payment to persons supplying labor or materials for the work under the Contract, or persistently disregard instructions of the Project Manager or fail to observe or perform any provisions of the Contract Documents, or otherwise be guilty of a substantial violation of any provisions of the Contract Documents, then the Owner may, by at least five (5) days' prior written notice to the Contractor, without prejudice to any other rights or remedies of the Owner in the premises, terminate the Contractor's right to proceed with the work. In such event, the Owner may take over the work and prosecute the same to completion, by contract or otherwise, and the Contractor and his sureties shall be liable to the Owner for any excess cost occasioned to the Owner thereby; and in such case, the Owner may take possession of and utilize in completing the work such materials, appliances, and plants as may be on the site of the work and necessary therefore. The foregoing provisions are in addition to, and not in limitation of, the rights of the Owner under any other provisions of the Contract Documents.
13. Character of Workmen and Equipment: The Contractor shall employ such superintendents, foremen and workmen that are careful and competent. Whenever the Project Manager shall determine that any person employed by the Contractor is, in his opinion, incompetent, unfaithful, disorderly or insubordinate, such person shall, upon notice, be discharged from the work and shall not again be employed on it except with the written consent of the Project Manager.
- 13.1 Should the Contractor fail to remove such person or persons, or fail to furnish suitable or sufficient machinery, equipment or force for the proper prosecution of the work, the Project Manager may withhold all estimates, which are or may become due, or may suspend the work until such orders are complied with.

13.2 The equipment used on any portion of the work shall be such that no injury to adjacent property, or to streets or highways, will result from its use; equipment shall be modern, in good condition, and adequate in size to perform the work in satisfactory time intervals.

14. Use of Premises:

14.1 The Contractor shall confine his apparatus, storage of materials, and construction operations to such limits as may be directed by the Owner and shall not unreasonably encumber the premises with his materials.

14.2 The Contractor shall not load or permit any part of any structure to be loaded to such an extent as to endanger its safety.

14.3 The Contractor shall provide and maintain, at his own expense in a sanitary condition, such accommodations for the use of his employees as is necessary to comply with the requirements and regulations of the State and County Boards of Health. He shall commit no public nuisance.

14.4 The Contractor shall conduct the work so as to insure the least obstruction to traffic practicable, and shall provide for the convenience of the general public and of residents along and adjacent to the work in a manner satisfactory to the Project Manager.

Materials and equipment stored on the work site shall be placed so as to cause as little obstruction to the public as possible and shall be lighted and barricaded as hereinafter provided.

14.5 Streets shall not be closed, except when and where approved by the Governing Authority and whenever the street is not closed, the work must be so conducted that there shall at all times be a safe passageway for traffic. Whenever it is necessary to divert traffic from any part of the work, the Contractor shall provide and maintain a passable driveway approved by the Project Manager.

14.5.1 Suitable barricades, danger warnings, detour signs, etc., as hereinafter provided, shall be maintained by the Contractor in all cases and the Project Manager's office and the Fire Department, Police Department and Highway Department jurisdiction shall immediately be notified by telephone, or otherwise, upon the closing and/or opening of each street or section thereof.

14.6 The Contractor shall provide, erect, and maintain, at his own expense, barricades, danger warnings, and detour signs whenever they may be necessary. He shall place sufficient lights on and/or near the work and keep them burning from twilight to sunrise; shall erect suitable barricades, railings, fences, and/or other protections about the work; provide all watchmen by day or night and take all other precautions that may be necessary; he shall maintain proper guards and lights for the prevention of accidents, upon materials, supplies, and equipment, and take all other precautions that may be necessary for the proper protection of the work and public convenience and safety.

14.6.1 Streets closed to traffic shall be protected by effective barricades on which shall be placed acceptable warning signs. The Contractor shall provide and maintain acceptable warning and detour signs at all closures, intersections, and along the detour routes, directing the traffic around the closed portion or portions of the work,

so that the temporary detour route or routes shall be indicated clearly throughout its or their entire length.

- 14.7 Fire hydrants on or adjacent to the work shall be kept accessible to the fire apparatus at all times and no material or obstructions shall be placed within ten (10) feet of any such hydrant. Adjacent premises must be given access as far as practicable, and obstruction of sewer inlets, gutters, and ditches will not be permitted.
- 14.8 The use of explosives is not contemplated in the prosecution of this Contract, and in no case will their use be permitted without the written permission of the Local Governing Authority and a permit issued by the Chief of the Fire Department having area jurisdiction.

15. Materials, Services and Facilities

- 15.1 It is understood that except as otherwise specifically stated in the Contract Documents, the Contractor shall provide and pay for all materials, labor, tools, equipment, water, light, power, transportation, superintendence and temporary construction of every nature and all other services and facilities of every nature whatsoever necessary to execute, complete and deliver the work within the specified time.

- 15.2 Any work necessary to be performed after regular working hours, or on weekends or legal holidays, shall be performed without additional expense to the Owner.

- 16. Warranty of Title: No materials, supplies, or equipment for the work shall be purchased subject to any chattel mortgage or under a conditional sales or other agreement by which an interest therein or in any part thereof is retained by the seller or supplier. The Contractor warrants good title to all material, supplies and equipment installed or incorporated in the work and agrees upon completion of all work to deliver the premises together with all improvements and appurtenances constructed or placed thereon by him to the Owner free from any claims, liens or charges and further agrees that neither he nor any persons, firm or corporation furnishing any materials or labor for any work covered by this contract shall have any right to a lien upon the premises or any improvements or appurtenances thereon, provided that this shall not preclude any Contractor from installing metering devices and other equipment of utility companies or of municipalities, the title to which is commonly retained by the utility company or County. In the event of the installation of any such metering device or equipment, the Contractor shall advise the Owner as to the equipment owner thereof. Nothing contained in this section, however, shall defeat or impair the right of such persons furnishing materials or labor under any bond given by the Contractor for their protection or any rights under any law permitting such persons to look to funds due the Contractor in the hands of the material contracts and notice of its provisions shall be given to all persons furnishing materials for the work when no formal contract is entered into for such materials.

17. Payments by Contractor:

- 17.1 The Contractor shall pay for all transportation and utility services not later than the 25th day of the calendar month following that in which such services are rendered.
- 17.2 The Contractor shall pay for all materials, tools and other expendable equipment to the extent of ninety (90) percent of the cost thereof, not later than the 20th day of the calendar month following that in which such materials, tools and equipment are delivered at the site of the project and the balance of the cost thereof not later than

the 30th day following completion of that part of the work in or on which such materials, tools and equipment are incorporated or used.

- 17.3 The Contractor shall pay to each of his Subcontractors, not later than the 5th day following each payment to the Contractor, the respective amounts allowed the Contractor on account of the work performed by his Subcontractors, to the extent of each Subcontractor's interest therein.
18. Subcontracting:
- 18.1 The Contractor shall utilize the services of specialty Subcontractors on those parts of the work which under normal contracting practices are performed by specialty Subcontractor; Provided, that if the Owner shall determine that the specialty work in question has been customarily performed by the Contractor's own organization and that such organization is presently competent to perform such work, the Contractor shall be permitted to do so.
- 18.2 The Contractor shall not award any work to any Subcontractor without prior written approval of the Owner, which approval will not be given until the Contractor submits to the Owner a written statement concerning the proposed award to the Subcontractor, which statement shall contain such information as the Owner may require.
- 18.3 The Contractor shall be as fully responsible to the Owner for the acts and omissions of his Subcontractors, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him.
- 18.4 The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the work to bind Subcontractors to the Contractor by the terms of the General Conditions and other Contract Documents insofar as applicable to the work of Subcontractors and to give the Contractor the same power as regards terminating any subcontract that the Owner may exercise over the Contractor under any provision of the Contract Documents.
- 18.5 Nothing contained in this contract shall create any contractual relation between any Subcontractor and the Owner.
19. Mutual Responsibility of Contractors: If through acts of neglect on the part of the Contractor, any other contractor or any subcontractor shall suffer loss or damage on the work, the Contractor agrees to settle with such other contractor or subcontractor by agreement or arbitration, if such other contractor or subcontractor shall assert any claim against the Owner or Project Manager on account of any damage alleged to have been so sustained, the Owner shall notify the Contractor, who shall indemnify and hold harmless the Owner and Project Manager against any such claim.
20. Site Visitation: The Owner and his authorized representative and agents shall be permitted to review all work, materials, invoices of materials, and data and records as deemed relevant.
21. Site Reviews and Testing of Materials: Unless otherwise specifically provided for in the specifications, the site reviews and testing of materials and finished articles to be incorporated in the work at the site shall be made by bureaus, laboratories, or agencies approved by the Project Manager. The Contractor shall furnish evidence satisfactory to the Project Manager that the materials and finished articles have passed the required tests prior to the incorporation of such materials and finished

articles in the work. The Contractor shall promptly segregate and remove rejected materials and finished articles from the site of the work.

22. Coordination of Plans and Specifications: The specifications, plans and all supplementary documents are essential parts of the Contract. Any requirement occurring in one is as binding as though occurring in all. Items shown on the plans and not noted in the specifications, and items noted in the specifications but not shown on the plans are to be considered as shown on the plans and noted in the specifications. Any errors or omissions as to standards of work in the specifications or on plans shall not relieve the Contractor of the obligation to furnish a strictly first class job in strict accord with best practice to be found in structures or work of a similar nature.
23. Fitting and Coordination of the Work: The Contractor shall be responsible for the proper fitting of all work and for the coordination of the operation of all trades, subcontractors, or material men engaged in the work. He shall be prepared to guarantee to each of his Subcontractors the dimensions which they may require for the fitting of their work to all surrounding work and shall do, or cause his agents to do, all cutting, fitting, adjusting, and patching necessary to make the several parts of the work come together properly and to fit the work to receive or be received by that of other contractors.
24. Construction Schedule and Periodical Estimates: Immediately after execution and delivery of the contract, and before the first partial payment is made, the Contractor shall deliver to the Owner a construction progress schedule in form satisfactory to the Owner, showing the proposed dates of commencement and completion of each of the various subdivisions of work required under the Contract Documents and the anticipated amounts of each monthly payment that will become due the Contractor in accordance with the progress schedule. The Contractor shall also furnish the following:
  - a. A detailed estimate giving a complete breakdown of the contract price.
  - b. Periodical itemized estimates of work done for the purpose of making partial payments thereon.

The value employed in making up any of these schedules will be used only for determining the basis of partial payments and will not be considered as fixing a basis for additions to or deductions from the contract price.

## 25. Drawings

- 25.1 The general character and scope of the work are illustrated by the drawings accompanying the Contract Specifications. Where necessary, the approved plans will be supplemented by the Project Manager with such full scale details, sketches, etc., as are necessary to adequately control the work. It is mutually agreed that all authorized alterations affecting the requirements and information given on the approved plans shall be in writing.
- 25.1.1 The Contractor shall furnish such detailed drawings as may be required for the execution of the work and are not included in the plans furnished by the Project Manager. They shall include shop drawings, erection plans, masonry layout diagrams and bending diagrams for reinforcing steel, approval of which by the Project Manager must be obtained before any work involving these plans shall be performed. Plans for cribs, cofferdams, falsework, centering and form work may also be required, and such cases shall be likewise subject to approval unless approval be waived by the Project Manager.
- 25.1.2 It is expressly understood that approval by the Project Manager of the Contractor's working drawings does not relieve the Contractor of any responsibility for accuracy of dimensions and details, or of mutual agreement of dimensions and details. It is mutually agreed that the Contractor shall be responsible for agreement and conformity of his working drawings with the approved plans and specifications. The Contractor shall not attempt to construct the parts of the work for which such detail drawings are required until he has received them with written approval of the Project Manager.
- 25.1.3 The contract price shall include the cost of furnishing all working drawings and the Contractor will be allowed no extra compensation for such drawings.
- 25.2 Where the word "similar" occurs on the drawings, it shall be interpreted in its general sense and not as meaning identical, and all details shall be worked out in relation to their location and their connection to other parts of the work.

## 26. Shop Drawings

- 26.1 The Contractor shall submit for the approval of the Project Manager copies of all shop and setting drawings and schedules required for the work, and no work shall be fabricated by the Contractor, save at his own risk, until such approval has been given. Copies of these drawings and schedules shall be furnished in such number as the Project Manager may direct.
- 26.2 The Contractor shall submit all drawings and schedules sufficiently in advance of construction requirements to allow ample time for checking, correcting, resubmitting, and rechecking; and no claim by the Contractor for delays, arising from his failure in this respect, shall be allowed.
- 26.3 All shop drawings submitted must bear the stamp of approval of the Contractor as evidence that the drawings have been checked by the Contractor. Any drawings submitted without this stamp of approval shall not be considered and will be returned to the Contractor for resubmission. If the shop drawings show variations from the requirements of the Contract Documents because of standard shop practice or other reason, the Contractor shall make specific mention of such variation in his letter of transmittal in order that, if acceptable, suitable action may be taken for proper adjustment; otherwise, the Contractor shall not be relieved of the responsibility for



executing the work in accordance with the Contract Documents even though such shop drawings have been approved.

- 26.4 Where a shop drawing is submitted by the Contractor indicating a departure from the Contract which the Project Manager deems to be a minor adjustment in the interest of the Owner and which does not involve a change in the Contract Price or extension of time, the Project Manager will approve the drawing.
- 26.5 The approval by the Project Manager of shop drawings will be general and shall not relieve the Contractor from the responsibility for adherence to the Contract, nor shall it relieve him of the responsibility for any error which may exist.
27. Payments to Contractor:
- 27.1 Invoices received from the CONTRACTOR pursuant to this Contract will be reviewed and approved by the Project Manager and then will be sent to the Owner for final approval and payment. Invoices will normally be paid within thirty (30) days following the Owner's approval.
- 27.2 In order for both parties herein to close their books and records, the CONTRACTOR will clearly state "final invoice" on the CONTRACTOR'S final/last billing to the OWNER. This certifies that all services have been properly performed and all charges have been invoiced to the OWNER. Since this account will thereupon be closed, any and other further charges if not properly included in this final invoice are waived by the CONTRACTOR.
28. Changes in Work:
- 28.1 The Owner may at any time, by a written order, and without notice to the sureties, make changes in the drawings and specifications of this Contract and within the general scope thereof. In making any change, the charge or credit for the change shall be approximately determined by the Owner in one of the following methods prior to the issuance of the order for the changed work.
- 28.1.1 The order shall fix the total lump sum value of the change in the work of the Contractor, and shall set out the price which shall be added to or deducted from the Contract Price (which price shall include Contractor's overhead and profit). On any change which involves a net credit to the Owner, no allowance for overhead and profit shall be figured.
- 28.1.2 By estimating the number of unit quantities of each part of the work which is changed and then multiplying the estimated number of such unit quantities by the price (which price shall include the Contractor's overhead and profit) for a unit quantity thereof.
- 28.2 The Contractor shall, when required by the Owner, furnish to the Owner an itemized breakdown of the quantities and prices used in computing the value of any changes that might be ordered.
- 28.3 In figuring changes, instructions for measurement of quantities set forth in the specifications shall be followed.
29. Extras: Except as otherwise herein provided, no charge for any extra work or material will be allowed unless the same has been ordered in writing by the Owner and the price stated in an executed change order.

30. Claims for Extra Cost: If the Contractor claims that any instructions by drawings or otherwise involve extra cost or an extension of time, he shall so notify the Owner in writing within ten (10) days after the receipt of such instructions and in any event before proceeding to execute the work. Thereafter, the procedure shall be the same as that described in Section 30, above, for changes in work. No such claim shall be valid unless made in accordance with the terms of this Section.
31. Deductions for Uncorrected Work: If the Owner deems it inexpedient to require the Contractor to correct work injured or not performed in accordance with the Contract Documents, an equitable deduction from the contract price shall be made by agreement between the Owner and Contractor.
32. Contractor's Responsibility for Work: Until acceptance of the work by the Owner, it shall be under the charge and care of the Contractor and he shall take every necessary precaution against injury or damage to the work by the action of the elements or from any other cause whatsoever, including but without being limited to injury or damage arising from the execution or from the non-execution of the work. The Contractor shall rebuild, repair, restore and make good, at his own expense, all injuries or damages to any portion of the work occasioned by any of the above causes before its completion and acceptance.
33. Final Site Review: When the work is substantially completed, the Contractor shall notify the Project Manager in writing that the work will be ready for final site review on a definite date which shall be stated in such notice. Such notice shall be given at least five (5) working days prior to the date stated for final inspection.
34. Right of Recovery: Should an error be discovered in the partial or final estimates after the final payment has been made, the Owner reserves the right to claim and recover by process of law such sums as may be sufficient to correct the error.
35. Termination of Responsibility: This contract will be considered complete when all work has been accomplished, cleanup of the premises has been made and work has been accepted by the Project Manager after making final inspection, and the final estimate has been paid. Upon this final payment, the Owner shall be released from all liability whatsoever growing out of this contract. The Contractor will then be released from further obligation except as set forth in Sections 4, 11 and 37 of the General Conditions.
36. Indemnification:
  - 36.1 The first \$10.00 of compensation received by the Contractor pursuant to the contract for the Invitation to Bid represents specific consideration for the following indemnification: The Contractor shall indemnify, pay the cost of defense, including attorneys fees and hold harmless the Owner and the Project Manager and their agents and employees from all suits, actions or claims of any character brought on account of any injuries or damages received or sustained by any person, persons or property by or from the said contractor or by or in consequences of any neglect in safeguarding the work or through the use of unacceptable materials in the construction of improvements or by or on account of any act or mission, neglect or misconduct of the said contractor or by or on account of any claim or amounts recovered under the Worker's Compensation Law or of any other laws, by-laws, ordinance, order or decree except only such injury or damage as shall have been occasioned by the sole negligence of the Owner or Project Manager.

36.2 In any and all claims against the Owner or the Project Manager or any of their agents or employees by any employee of the Contractor, any Subcontractors, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under paragraph 37.1 shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor under workmen's compensation acts, disability benefit acts or other employee benefit acts.

37. General Guarantee: Neither the final certificate of payment nor any provision in the Contract Documents nor partial or entire use of occupancy of the premises by the Owner shall constitute an acceptance of the work not done in accordance with the Contract Documents or relieve the Contractor of liability in respect to any express warranties or responsibility for faulty materials or workmanship. The Contractor shall remedy any defects in the work and pay for any damage to other work resulting therefrom which shall appear within a period of one year from the date of final acceptance of the work unless a longer period is specified. The Owner will give notice of observed defects with reasonable promptness. If, within any guarantee period, repairs or changes are required in connection with the guaranteed work which, in the opinion of the Owner, are rendered necessary as a result of the use of materials, equipment, or workmanship which are defective or inferior or not in accordance with the terms of the contract, the Contractor within thirty (30) days of receipt of written notice from the Owner and without expense to the Owner, shall:

- 1) Place in satisfactory condition in every particular all of such guaranteed work and correct all defects therein; and
- 2) Make good all damage to the structure or site, or equipment or contents thereof, which, in the opinion of the Owner, is a result of the use of materials, equipment, or workmanship which are inferior, defective, or not in accordance with the terms of the contract; and
- 3) Make good any work or materials or the equipment and contents of structures or site disturbed in fulfilling any such guarantee.

In any case where, in fulfilling the requirements of the contract or of any guarantee embraced in or required thereby, the Contractor disturbs any existing work, he shall restore such disturbed work to the same condition satisfactory to the Owner and shall guarantee such restored work to the same extent as it was guaranteed under this contract. If the Contractor, after notice, fails to comply with the terms of the guarantee, the Owner may have the defects corrected and the Contractor and his surety shall be liable for all expenses incurred.

38. Applicable Laws: Bidder must be authorized to transact business in the State of Florida. All applicable laws and regulations of the State of Florida and ordinances and regulations of Sarasota County will apply to any resulting agreement. In the event of litigation between the parties, venue shall be in Sarasota County, Florida, and no other place and Florida law shall apply.

39. Public Entity Crimes: In accordance with Section 287.133, Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases or real property to a public entity, may not be awarded or

perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 for Category Two (as of 1/01/2005 is \$25,000) for a period of 36 months from the date of being placed on the convicted vendor list.

40. Local, State, and Federal Compliance Requirements: The laws of the State of Florida apply to any purchase made under this Proposal. Proposers shall comply with all local, state, and federal directives, orders and laws as applicable to this proposal and subsequent contract(s), including but not limited to Equal Employment Opportunity (EEO), Minority Business Enterprise (MBE), and OSHA, as applicable to this contract.

**SPECIAL PROVISIONS**

1. Scope of Contract: Furnish all labor, material and equipment necessary to perform the Stormwater Infrastructure Renovation for the Heritage Harbour Master Homeowner’s Association, including the items referred to in these documents and any and all other related items complete and ready for acceptance and use by the Owner.
  
2. Intent of Documents: The Contract Documents shall have the following order of authoritative precedence:
  - (a) Agreement
  - (b) General Conditions
  - (c) Special Provisions
  - (d) Measurement and Payment Section
  - (e) Technical Specifications
  - (f) Full size and large scale drawings
  - (g) Figured dimensions (drawings shall not be scaled)
  
3. Insurance and Bonds: Insurance and bonds as specified in the division entitled General Conditions shall conform to and shall be issued by companies meeting the following requirements.
  - (a) The company must be admitted to do business in the State of Florida, shall have been in business and have a record of successful, continuous operation for at least five years.
  - (b) The surety company shall have at least the following minimum rating as listed in Best's current financial rating:
 

<u>Contract Amount</u>	<u>Required Financial Rating</u>	<u>Required Minimum Surplus</u>
0 to 500,000	BBB+	3,750,000
500,000 to 750,000	AA	5,000,000
750,000 to 1,000,000	AA+	7,000,000
1,000,000 to 1,250,000	AAA	10,000,000
  - (c) Insurance and bonds shall be secured through an agent doing business in the State of Florida.

4. Tests: All testing and analyses of materials and finished articles as required by these specifications shall be made as specified in the division entitled General Conditions and will be at the Owner's expense.
5. Water: Water for testing, moisture control and other purposes connected with the work shall be secured and purchased by the Contractor.
6. Electricity: Electricity as may be required for construction and other purposes connected with this project shall be secured and purchased by the Contractor.
7. Building Permits and Licenses: if required by the local governing authority, shall be secured and purchased by the Contractor. Contractor shall be required to be registered to do business in the State of Florida.
8. Lines and Grades: The Contractor will be responsible for setting of all necessary stakes to establish the lines and grades as shown on the drawings and lay out each portion of the work in the contract. All construction stake-out will be conducted under the supervision of a Florida Professional Surveyor and Mapper. The Contractor shall be responsible for the protection of all line and grade stakes after they are set. All re-staking costs will be the direct responsibility of the Contractor.
9. Disruption of Utilities: The Contractor is hereby notified that his work shall be so scheduled and performed as to provide a minimum of interference with any and all utility services. If, because of construction operations, it is necessary to interrupt such utility services, a designated representative of the owner of the utility involved shall be advised in writing not less than 48 hours in advance of such interruption. Work of this type shall be scheduled to be performed during periods of minimum demand on the utility involved and within the time limit established by the representatives of the utility owners. Periods of shutdown longer than those established as the maximum by the owner of the utility involved will not be permitted. If such shutdowns occur, the Contractor will be considered liable for damages resulting from this cause. The Contractor is permitted to use the Florida One Call telephone number 1-800-432-4700; however, not all utility companies are a member of this service. Regardless of how the utility companies are notified, the Contractor remains responsible for disruption of utilities.
10. Contractor Services: The Contractor shall provide qualified men to assist the Project Manager in manning field checks, measurements, as-built checks, inspections, test runs and the necessary work related to the project work.
11. Contractor's Responsibility for Work: The Contractor is responsible and in charge of maintaining, protecting and caring for all existing facilities and new facilities constructed against injury or damage to the work by action of the elements and/or other Contractors, until acceptance by the Owner. The Contractor shall rebuild, repair, restore and make good at his own expense, all injuries or damage to any portion of the work occasioned by any of the above causes before its completion and acceptance.

12. Plans: Drawings accompanying these documents are as follows:

Sheet      Title

1              Stormwater Renovation Exhibit

# **GENERAL SPECIFICATIONS**

## **GS-1 SCOPE**

The General Specifications describes the CONTRACTOR'S responsibilities for all work under this Contract in addition to the more specific requirements of the Technical Specifications.

## **GS-2 DEFINED TERMS**

The terms used in these General Specifications and Technical Specifications which are defined in the General Conditions have the meanings assigned to them in the General Conditions.

## **GS-6 DAMAGE TO EXISTING STRUCTURES AND UTILITIES**

The CONTRACTOR shall be responsible for and make good all damage to pavement beyond the limits of this Contract, buildings, telephone or other cables, water pipes, sanitary pipes or other structures which may be encountered, whether or not shown on the Drawings.

Information shown on the Drawings as to the location of existing utilities has been prepared from the most reliable data available to the PROJECT MANAGER. This information is not guaranteed, however, and it shall be this CONTRACTOR'S responsibility to determine the location, character and depth of any existing utilities. He shall assist the utility companies by every means possible to determine said locations. Extreme caution shall be exercised to eliminate any possibility of any damage to utilities resulting from his activities.

## **GS-7 ADJUSTMENT OF GRADES**

Adjustments of grades shown on drawings may be necessary to conform to actual field conditions or to maintain cover under proposed future grades. Such adjustments shall be considered part of the job conditions and no extra compensation will be allowed for such changes except where specifically otherwise noted in the plans or specifications. Such adjustments must be approved by the PROJECT MANAGER prior to being made.

## **GS-9 PROJECT RECORD**

### **9.1 Description**

Definitions: Record copies are defined to include those documents or copies relating directly to performance of the work which CONTRACTOR is required to prepare for the OWNERS records, recording the work as actually performed. Record copies shall show all changes in the work from that shown and specified by original contract documents; and show additional information of value to OWNERS records, but not indicated by original contract documents.

Record copies include newly prepared drawings, marked up copies of contract drawings, shop drawings, specifications, addenda and change orders, marked up product data submittals, field records for variable and concealed conditions such as excavations and foundations, and miscellaneous record information on work which is otherwise recorded only schematically or not at all. Certain individual sections of these specifications may indicate specific record copy



requirements which extend requirements of this section.

CONTRACTOR shall provide accurate survey information showing locations and elevations of all underground utility lines, including elevations, location and change of direction of piping, conduit, valves, fittings, tanks and manholes.

## 9.2 Record Drawings

Markup Procedure: During progress of the work, maintain a complete blueline set of contract drawings and shop drawings with markup of actual installations, which vary from the work as originally shown.

Mark whatever drawing is most capable of showing actual physical condition, fully and accurately. Where shop drawings are marked up, mark cross-reference on contract drawings at corresponding location. Mark with erasable colored contract pencil using separate colors where feasible to distinguish between changes for different categories of work at same general location. Markup important additional information which was either shown schematically or indicated on original drawings. Record information on work concealed which would be difficult to identify, measure or locate after concealed. Identify alternate numbers, change order numbers and similar identification. Require each person preparing markup to initial and date markup and indicate name of firm. Upon completion of markup, submit complete set to the PROJECT MANAGER for owners records. Label each sheet "PROJECT RECORD".

One set of prints of original contract drawings will be furnished by the PROJECT MANAGER to CONTRACTOR for use in recording changes and additional information. Other printing required is CONTRACTOR'S responsibility.

## 9.3 Record Specifications

During progress of the work, maintain one copy of specifications including addenda, change orders and similar modifications issued in printed form during construction, and markup variations (of substance) in actual work in comparison with text of specifications and modifications as issued. Identify substitutions, selection of options and similar information. Upon completion of markup, submit record specifications and record drawings to the PROJECT MANAGER for OWNER'S records. Label front cover "PROJECT RECORD".

Where manual is printed on front and back sides of pages, mark variation on blank pages and inset behind change.

## GS-10 SITE CLEANUP AND RESTORATION

In addition to the cleaning up requirements set forth in the "General Conditions," the CONTRACTOR at all times, shall keep the working area free of tools, materials and equipment not essential to the progress of the work. Debris, waste materials and rubbish shall be properly disposed of and not allowed to accumulate. If the CONTRACTOR should fail to do this, the OWNER will make the necessary arrangements to effect the cleanup by others and will back charge the cost to the CONTRACTOR. If such action becomes necessary on the part of and in the opinion of the OWNER, the OWNER will not be responsible for the inadvertent removal of

material, which the CONTRACTOR would not have disposed of had he effected the required cleanup.

Where material or debris has washed or flowed into or been placed in water courses, ditches, gutters, drains, catch basins or elsewhere as a result of the CONTRACTOR'S operations, such material or debris shall be entirely removed and satisfactorily disposed of during progress of the work and the ditches, channels, drains, etc., kept in a clean and neat condition.

On or before the completion of the work, the CONTRACTOR shall, unless otherwise especially directed or permitted in writing, tear down and remove or burn all temporary buildings and structures built by him; shall remove all temporary works, tools and machinery or other construction equipment furnished by him; shall remove, acceptably disinfect and cover all organic matter and material containing organic matter in, under and around privies, hoses, and other buildings used by him; shall remove all rubbish from any grounds he has occupied; and shall leave the roads and all parts of the premises and adjacent property affected by his operations, in a neat and satisfactory condition.

#### GS-11 REFERENCE POINTS AND CONSTRUCTION STAKING

Stakeout that the CONTRACTOR deems necessary to complete the construction of the project shall be furnished and paid for by the CONTRACTOR. The CONTRACTOR'S stakeout work shall be included in the contract unit price for the various items of work to which it is incidental.

#### GS-12 CONTROL OF MATERIALS

The Control of Materials shall conform to F.D.O.T. Specifications, Section 6.

#### GS-13 ADDITIONAL LEGAL REQUIREMENTS AND RESPONSIBILITY TO THE PUBLIC

Additional legal requirements and responsibility to the public shall conform to F.D.O.T. Specifications, Section 7, with the following exceptions unless otherwise set forth in the Technical Specifications.

Delete 7-13, 7-14, 7-16, 7-17, 7-22, and 7-23.

#### GS-14 SAFETY AND HEALTH REGULATIONS

The CONTRACTOR shall comply with the Department of Labor Safety & Health Regulations for construction promulgated under the Occupational Safety & Health Act of 1970 (PL91-596) and under Section 107 of the Contract Work Hours & Safety Standards Act (PL91-54).

All equipment furnished and installed under this Contract shall comply to Part 1910, Occupational Safety & Health Standards & Amendments thereto.

All trench safety measures for the protection of the CONTRACTORS employees and the public are the sole responsibility of the CONTRACTOR.

## GS-15 INSPECTION

The authorized representatives and agents of the OWNER, PROJECT MANAGER, interested utility companies, Environmental Protection Agency and Controlling State and Local Pollution Control Agencies shall be permitted to inspect all work, material, payrolls, records or personnel, invoices of materials and other relevant data records.

## GS-20 ENVIRONMENTAL PROTECTION

### 20.1 General

- A. CONTRACTOR shall comply with all federal, state and local laws and regulations controlling pollution of the environment. He shall take necessary precautions to prevent pollution of streams, lakes, ponds and reservoirs with fuels, oils, bitumens, chemicals or other harmful materials and to prevent pollution of the atmosphere from particulate and gaseous matter. In the event of conflict between such laws and regulations and the requirements of the specifications, the more restrictive requirements shall apply. Environmental protection requirements specified in other sections shall be considered as supplementing the requirements of this section.
- B. If temporary pollution control measures are ordered by the PROJECT MANAGER and fall within the specifications for a work item that has a unit contract price, the work shall be accomplished under the respective item of work subject to the limitations as defined in the contracts general provisions. If the additional work is such that no quantities or prices were given in the Contract, the work shall be covered by a change order submitted by the CONTRACTOR and approved by the OWNER. Should the parties be unable to agree on unit prices or if this method is impractical, the PROJECT MANAGER may instruct the CONTRACTOR to proceed with the work by day labor or force account as defined in Article 11.4 of the General Conditions.
- C. Failure of the CONTRACTOR to fulfill any of the requirements of this section may result in the OWNER ordering the stopping of construction operations in accordance with Article 13 of the GENERAL CONDITIONS.
- D. In the event that temporary erosion and pollution control measures are required due to the CONTRACTOR'S negligence, carelessness or failure to install permanent controls in a timely manner, then such work to be performed by the CONTRACTOR shall be at his own expense.
- E. Failure on the part of the CONTRACTOR to perform the necessary measures to control erosion, siltation and pollution will result in the OWNER notifying the CONTRACTOR to take such measures. In the event that the CONTRACTOR fails to perform such measures within 4 hours after receipt of such notice, the OWNER may stop the work as provided above or may proceed to have such measures performed by others. The cost of such work performed by others plus related PROJECT MANAGER fees will be deducted from monies due the CONTRACTOR on his Contract.

- F. All erosion and pollution control features installed by the CONTRACTOR shall be acceptably maintained by the CONTRACTOR during the time that construction work is being done.
- G. Repair or replace damaged or inoperative erosion and pollution control devices as directed by the PROJECT MANAGER or the OWNER'S Representative.

### 20.3 Permanent and Temporary Water Pollution Control (Soil Erosion)

- A. Construction procedures shall include temporary pollution control measures to ensure that soil erosion, which might cause water pollution is kept to a minimum. Such measures may consist of construction of berms, dikes, dams, drains and sediment basins or use of fiber mats, woven plastic filler cloths, gravel, mulches, quick growing grasses, sod, bituminous spray and other erosion control devices or methods.
- D. The CONTRACTOR shall remove and dispose of silt accumulations as directed by the PROJECT MANAGER or the OWNER'S Representative.

### GS-22 UTILITIES CONSTRUCTION

As indicated in the Technical Specifications, some utility systems may be constructed for the ultimate use, ownership and maintenance of a local utility franchise, company or municipality. In that case it is the CONTRACTORS responsibility to construct the utility system in accordance with the local utilities specifications, requirements, and inspections and testing procedures to the satisfaction of the utility. The applicable utility's standard specifications are included in the Technical Specifications.

The CONTRACTOR is also responsible for the final acceptance of the utility system by the local utility including satisfactory completion of the work, meeting final inspection requirements and preparing and providing all required lien releases, warranties, material certifications, shop drawings, record drawings and other required project documentation.