

Agreement (Contract) Between Owner and Contractor

This Agreement (Contract) made this 30 day of April, 2024 by and between the Town of Jupiter, a public agency of the State of Florida hereinafter designated as the "the TOWN" and "OWNER", and **R & M Services Solutions, LLC, 7256 Westport Place, Suite A, West Palm Beach, FL 33413**, a Corporation, whose FEIN number is 27-1422665 (FEIN number) hereinafter designated as "the CONTRACTOR", in consideration of the mutual covenants hereinafter set forth agree as follows:

ARTICLE 1. WORK.

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

The nature and scope of the work is to perform water distribution system valve and hydrant maintenance on a regular basis within the Town of Jupiter water service area. The scope of work assigned under this unit price contract may include, but is not limited to, the following types of tasks: exercising water main valves, inspecting and maintaining hydrants, fire flow testing hydrants, and painting hydrants. The work is to be performed in accordance with the latest edition of AWWA Manuals M17 and M44 that describe procedures for valve and hydrant inspection, maintenance, testing, and reporting.

- 1.2 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows: **VALVE AND HYDRANT MAINTENANCE (W2423) FOR THE TOWN OF JUPITER UTILITIES, JUPITER, FLORIDA**

ARTICLE 2. ENGINEER.

- 2.1 The Project has been designed by the following:
Town of Jupiter Utilities Department
210 Military Trail
Jupiter, FL 33458
- 2.2 Town of Jupiter will administer the Contract during the construction phase. Engineer will participate in the Contract during the construction phase.

ARTICLE 3. CONTRACT TIME.

- 3.1 The Work will have a substantial completion date and a final completion date after the date when the Contract Time commences to run as provided in Paragraph 4.01 of the General Conditions, and as outlined below. The work will be completed and ready for substantial and final payments in accordance with Article 15 of the General Conditions and as outlined below:

Substantial Completion:	730 calendar days from Notice to Proceed
Final Completion:	730 calendar days from Notice to Proceed

- 3.2 Unless extended or terminate, the period of performance of this CONTRACT shall commence upon the effective date of execution by the OWNER and continue for a period of 2 years or seven hundred and thirty calendar days (730 days). Written Notice to Proceed will be mutually agreed upon by both the CONTRACTOR and OWNER. The CONTRACTOR shall not proceed with work under this CONTRACT until a written Notice to Proceed is received from the OWNER.

- 3.3 The initial term of the Contract will be two years (730 calendar days) from the date of Notice to Proceed. Owner may at Owner's sole discretion renew this Contract for one additional two (2) year term and one additional one (1) year term for a total Contract period of five (5) years, in accordance with the Town of Jupiter's Purchasing Policy and terms of the original Contract. Renewals will be in writing by change order to the Contract and are subject to the same terms, conditions, and unit pricing set forth in the initial Contract and any written amendments/change orders signed by both parties (Owner and Contractor). No compensation shall be made for costs associated with renewal of the Contract. Renewals are contingent upon satisfactory performance evaluations by the Owner and subject to the availability of fiscal year funding approved by the Jupiter Town Council. Contractor may elect not to extend the Contract with 90 days written notice to Owner. Owner is not obligated to extend the Contract. Regardless of anything to the contrary, this Contract may be terminated by the Owner at any time and for any reason. Further, the Contractor agrees that it will not be entitled to any claims and/or damages resulting from such termination, including, but not limited to, lost profits, direct or indirect damages, and consequential special or punitive damages.
- 3.4 The parties agree that the TIME IS OF THE ESSENCE, in the performance of each and every obligation under this CONTRACT. The CONTRACT may be changed only by a change order to the CONTRACT.
- 3.5 Liquidated Damages. OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not substantially complete within the time specified in paragraph 3.1 above, plus any extensions thereof allowed in accordance with Article 11 of the General Conditions. They also recognize the delays, expense and difficulties involved in proving in a legal or arbitration preceding the actual loss suffered by OWNER if the Work is not substantially complete on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (But not as a penalty) CONTRACTOR shall pay OWNER Two Hundred 00/100 dollars (\$200.00) for each day that expires after the time specified in Paragraph 3.1 from the date of final completion until the work has reached final completion. Final completion includes demobilization from the site. Owner may withhold payment to compensate for liquidated damages either by increasing the amount of money being held in retainage or deduct the amount due in Liquidated Damages from the final payment application. Liquidated damages under this Contract apply to each the substantial completion date and the final completion date.
- 3.6 This provision of Liquidated Damages for delay shall in no manner affect the TOWN's right to terminate the CONTRACT. The OWNER's exercise of the right to terminate shall not release the CONTRACTOR from his obligation to pay Liquidated Damages. It is further agreed that the OWNER may deduct from the balance of the CONTRACT sum held by the OWNER the Liquidated Damages stipulated herein or such portions as said balance will cover.

ARTICLE 4. CONTRACT PRICE.

- 4.1 OWNER shall pay CONTRACTOR for performance of the Work in accordance with the Contract Documents in current funds according to the Contract Unit Prices.
- 4.2 No guarantee is expressed or implied as to the total quantity of commodities/services to be purchased under any open-end Contract. Estimated quantities will be used for Bid comparison purposes only. The Work under this Contract is subject to fiscal appropriation by the Jupiter Town Council in either or both the Town's Community Investment Program (CIP) and fiscal year operating budgets. Estimated funding budgets anticipated being available for the original two year contract term and subsequent renewal terms are provided in the table below.

- 4.3 The Owner reserves the right to purchase commodities/services specified herein through contracts established by other governmental agencies or through separate procurement actions due to unique or special needs. If an urgent delivery is required within a short period than the delivery time specified in the Contract, and if the seller is unable to comply therewith, the Owner reserves the right to obtain such delivery from others without penalty or prejudice to the Owner or to the Bidder.
- 4.4 Contractor may request a price adjustment at the time of Contract renewal only, and with ninety (90) days' advance written notice to Owner, provided that the requested price adjustment is warranted based on the economic climate and substantiated by supporting documentation including, the most recently published Consumer Price Index for All Urban Consumers (CPI-U) as of June 30th by the U.S. Department of Labor Bureau of Labor Statistics, and calculations for a five percent (5%) increase over current Contract Unit Pricing; the allowable increase, if substantiated will be the lesser of the two (CPI-U, or 5% increase over current contract unit pricing).

Anticipated Annual Funding
Town of Jupiter
Valve and Hydrant Maintenance

Year	Project Description	Estimated Budget	
2024	Valve Exercising and Hydrant Maintenance		
	2024 Total	\$250,000	
2025	Valve Exercising and Hydrant Maintenance		
	2025 Total	\$250,000	
	Estimated Initial 2 Year Contract Term Total		\$500,000
2026	Valve Exercising and Hydrant Maintenance		
	2026 Total	\$262,500	
2027	Valve Exercising and Hydrant Maintenance		
	2027 Total	\$262,500	
	Estimated 2 Year Renewal Contract Term Total		\$525,000
2028	Valve Exercising and Hydrant Maintenance		
	2028 Total	\$275,000	
	Estimated 1 Year Renewal Contract Term Total		\$275,000
	Estimated 5 Year Total		\$1,300,000

ARTICLE 5. PAYMENT PROCEDURES.

- 5.1 Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for payment will be processed by OWNER as provided in the General Conditions.

- 5.2 The undersigned, acknowledges that payments made by the Town of Jupiter will be made via electronic funds transfer (EFT) and vendor will provide the Town of Jupiter with the information required to make EFT payments.
- 5.3 Progress Payments. OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR'S Applications for Payment within 30 days of receipt of each monthly approved application for payment during construction as provided below. All progress payments will be on the basis of the progress of the Work measured by the agreed upon schedule of values provided for in Articles 2 and 15 of the General Conditions.
- 5.4 Progress payments will be made in an amount equal to 95% of the Work completed, and 95% of materials and equipment not incorporated in the Work but delivered and suitably stored, less in each case the aggregate of payments previously made. Owner is not obligated to pay for stored materials and may choose to withhold payment until materials are incorporated into the Work.
- 5.5 Owner, at its discretion may further increase payments to 98% of the work completed upon Substantial Completion. Owner is not obligated to increase payments to 98% of work completed.
- 5.6 Final Payment. Upon final completion and acceptance of the Work in accordance with Article 15 of the General Conditions, OWNER shall pay the remainder of the Contract Price as provided in said Article 15 of the General Conditions unless liquidated damages are due.

ARTICLE 6. INTEREST. Not applicable.

ARTICLE 7. CONTRACTOR'S REPRESENTATIONS. In order to induce OWNER to enter into this Agreement, CONTRACTOR makes the following representations:

- 7.1 CONTRACTOR has familiarized himself with the nature and extent of the Contract Documents, Work, locality, and with all local conditions and federal, state and local laws, ordinances, rules and regulations that in any manner may affect cost, progress or performance of the Work.
- 7.2 CONTRACTOR has studied carefully all reports of investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting cost, progress or performance of the Work which were relied upon by ENGINEER in the preparation of the Drawings and Specifications and which have been identified in the Supplementary Conditions.
- 7.3 CONTRACTOR has made or caused to be made examinations, investigations and tests and studies of such reports and related data in addition to those referred to in Article 7.2 as he deems necessary for the performance of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents; and no additional examinations, investigations, tests, reports or similar data are or will be required by CONTRACTOR for such purposes.
- 7.4 CONTRACTOR has correlated the results of all such observations, examinations, investigations, tests, reports and data with the terms and conditions of the Contract Documents.
- 7.5 CONTRACTOR has given OWNER written notice of all conflicts, errors or discrepancies that he has discovered in the Contract Documents and the written resolution thereof is acceptable to CONTRACTOR.

ARTICLE 8. CONTRACT DOCUMENTS.

- 8.1 The Contract Documents which comprise the entire agreement between OWNER and CONTRACTOR are attached to this Agreement, made a part hereof and consists of the following:
- 8.1(a) Table of Contents
 - 8.1(b) Specifications & Appendices Index
 - 8.1(c) Advertisement for Bids
 - 8.1(d) Instructions to Bidders
 - 8.1(e) Proposal (Including List of Subcontractors and Qualification Requirements)
 - 8.1(f) Contractor Safety Qualifications/Requirements (Including Contractor Safety Qualification Form)
 - 8.1(g) Contractor E-Verify Affidavit form
 - 8.1(h) Subcontractor E-Verify Affidavit form
 - 8.1(i) Bid Bond
 - 8.1(j) Sworn Statement
 - 8.1(k) Trench Safety
 - 8.1(l) Notice of Intent to Award
 - 8.1(m) Notice of Award
 - 8.1(n) Agreement (Contract) between OWNER and CONTRACTOR
 - 8.1(o) Payment Bond
 - 8.1(p) Performance Bond
 - 8.1(q) Opinion of Town Attorney
 - 8.1(r) Notice to Proceed
 - 8.1(s) General Conditions
 - 8.1(t) Supplementary Conditions
 - 8.1(u) Any Modifications, including Change Orders, duly delivered after execution of Agreement.
 - 8.1(v) Technical Specifications including Appendices bearing the title: Valve and Hydrant Maintenance (W2423)
- 8.2 There are no Contract Documents other than those listed above in this Article 8. The Contract Documents may only be altered, amended or repealed by a modification described in Article 1 of the General Conditions of the Contract.

ARTICLE 9. MISCELLANEOUS.

- 9.1 Terms used in this Agreement which are defined in Article 1 of the General Conditions shall have the meanings indicated in the General Conditions.
- 9.2 No assignment by a party hereto of any rights under or interests in the Contract Documents 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 be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.
- 9.3 OWNER and CONTRACTOR each binds himself, his partners, successors, assigns and legal representatives to the other party hereto, his partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.
- 9.4 The Inspector General of Palm Beach County has the authority to investigate and audit matters relating to the negotiation and performance of this Contract and in furtherance thereof may demand and obtain records and testimony from the Contractor and its subcontractors and lower tier subcontractors. The Contractor understands and agrees that in addition to other remedies and consequences provided by

law, the failure of the Contractor or its subcontractors or lower tier subcontractors to fully cooperate with the Office of Inspector General of Palm Beach County when requested may be deemed by the municipality to be a material breach of this contract justifying its termination. The Office of Inspector General in Palm Beach County is established by Palm Beach County Code, Section 2-421 - 2-440. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-421 – 2-440, and be punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

9.5 This Agreement is subject to and governed by the laws of the State of Florida, including without limitation Chapter 119, Florida Statutes, which generally makes public all records or other writings made by or received by the parties. The Contractor acknowledges its legal obligation to comply with § 119.0701, Florida Statutes.

9.5(a) A request to inspect or copy public records relating to a public agency's contract for services must be made directly to the public agency. If the public agency does not possess the requested records, the public agency shall immediately notify the contractor of the request, and the contractor must provide the records to the public agency or allow the records to be inspected or copied within a reasonable time.

9.5(b) If a contractor does not comply with the public agency's request for records, the public agency shall enforce the contract provisions in accordance with the contract.

9.5(c) A contractor who fails to provide the public records to the public agency within a reasonable time may be subject to penalties under s. 119.10.

9.5(d) IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 561-741-2469, JENNIFERM@JUPITER.FL.US, OR 210 MILITARY TRAIL, JUPITER, FL 33458.

9.6 This Agreement is subject to and governed by the laws of the State of Florida, including without limitation Chapter 448, Florida Statutes, which provides for General Labor Regulations, and specifically Section 448.095, Employment Eligibility. The Contractor acknowledges its legal obligation to comply with § 448.095, Florida Statutes.

9.6(a) Pursuant to Section 448.095, Florida Statutes, beginning January 1, 2021, Contractor shall register with and use the U.S. Department of Homeland Security's E-Verify system, <https://e-verifv.uscis.gov/emp>, to verify the work authorization status of all Contractor employees hired on and after January 1, 2021.

9.6(b) Subcontractors -

- (i) Contractor shall also require all subcontractors performing work under this Agreement to use the E-Verify system for any employees they may hire during the term of this Agreement.
- (ii) Contractor shall obtain from all such subcontractors an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as defined in section 448.095, Florida Statutes.

(iii) Contractor shall provide a copy of all subcontractor affidavits to the Town upon receipt and shall maintain a copy for the duration of the Agreement.

9.6(c) Contractor must provide evidence of compliance with Section 448.095, Florida Statutes. Evidence shall consist of an affidavit from the Contractor stating all employees hired on and after January 1, 2021 have had their work authorization status verified through the E-Verify system and a copy of their proof of registration is in the E-Verify system.

9.6(d) Failure to comply with this provision is a material breach of the Agreement, and shall result in the immediate termination of the Agreement without penalty to the Town. Contractor shall be liable for all costs incurred by the Town to secure a replacement Agreement, including but not limited to, any increased costs for the same services, any costs due to delay, and rebidding costs, if applicable.

IN WITNESS WHEREOF, the parties hereto have signed two (2) copies of this Agreement. At least 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.

OWNER

Town of Jupiter
210 Military Trail
Jupiter, FL 33458

CONTRACTOR

R & M Services Solutions, LLC
7256 Westport Place, Suite A
West Palm Beach, FL 33413

By:


Jim Kuretski, Mayor

(TOWN SEAL)



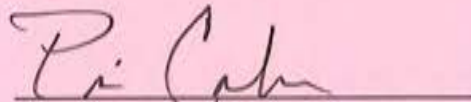
ATTEST


Laura E. Cahill, Town Clerk


Michael G. George, General Manager

(CORPORATE SEAL)

ATTEST


PRINT NAME AND POSITION
Penni Cafa, Bid Coordinator



April 3, 2024

R & M Service Solutions, LLC
7256 Westport Place, Suite A
West Palm Beach, FL 33413

RE: Town of Jupiter, as Obligee
Valve and Hydrant Maintenance Contract (W2423), as Project
Bond No. GM236858

Dear Ladies and Gentlemen:

Please supply us with the following information for the above captioned final bond:

Executed Contract with Date: X April 30, 2024

This letter gives R & M Service Solutions, LLC, as Principal, and/or the Town of Jupiter, as Obligee, the authority to complete these bonds by dating the bonds with the contract date, execution and Power of Attorney dates. The contract date MAY BE THE SAME date as the execution of the bond or PRIOR to the execution date of the bonds.

We will forward this information onto your surety company upon our receipt. Please return as soon as possible.

Thank you for your cooperation.

Sincerely,

A handwritten signature in blue ink that reads "Brett Rosenhaus".

Brett M. Rosenhaus
Florida Licensed Agent

Payment Bond

Contractor Name: R & M Services Solutions, LLC Phone: Address (principal place of business): 7256 Westport Place, Suite A West Palm Beach, FL 33413 Email Address:	Surety Name: Great Midwest Insurance Company Phone: (713) 973-0226 Address (principal place of business): 800 Gessner, Suite 600 Houston, TX 77024 Email Address: brosenhaus@acrisure.com		
Owner Name: Town of Jupiter Phone: 561-746-5134 Mailing address (principal place of business): <table style="width: 100%;"> <tr> <td style="width: 50%;">Town Hall 210 Military Trail Jupiter, FL 33458</td> <td style="width: 50%;">Water Treatment Plant 17403 Central Blvd. Jupiter, FL 33458</td> </tr> </table> Email Address: Jonathanb@jupiter.fl.us	Town Hall 210 Military Trail Jupiter, FL 33458	Water Treatment Plant 17403 Central Blvd. Jupiter, FL 33458	Contract Description (name and location): Valve and Hydrant Maintenance Contract (W2423) Jupiter, Florida Contract Price: \$500,000.00 Effective Date of Contract: <u>April 30, 2024</u>
Town Hall 210 Military Trail Jupiter, FL 33458	Water Treatment Plant 17403 Central Blvd. Jupiter, FL 33458		


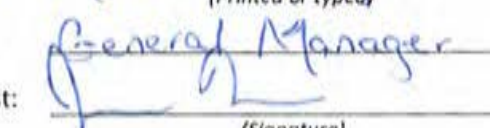
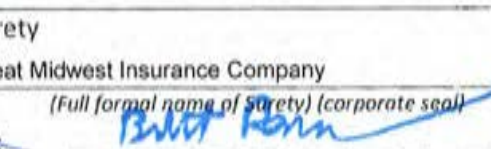
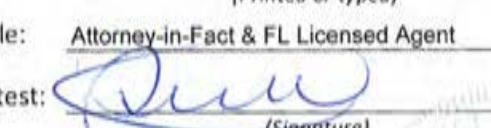
Bond Number: GM236858

Bond Amount: \$500,000.00

Date of Bond: April 30, 2024
(Date of Bond cannot be earlier than Effective Date of Contract)

Modifications to this Bond form: ☐ None ☒ See Paragraph 19

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth in this Payment Bond, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.

Contractor as Principal R&M Service Solutions, LLC <small>(Full formal name of Contractor)</small> By:  <small>(Signature)</small> Name: <u>Michael George</u> <small>(Printed or typed)</small> Title: <u>General Manager</u> Attest:  <small>(Signature)</small> Name: <u>Jonathan Wise</u> <small>(Printed or typed)</small> Title: <u>Technical Operations Manager</u>	Surety Great Midwest Insurance Company <small>(Full formal name of Surety) (corporate seal)</small> By:  <small>(Signature) (Attach Power of Attorney)</small> Name: <u>Brett M. Rosenhaus</u> <small>(Printed or typed)</small> Title: <u>Attorney-in-Fact & FL Licensed Agent</u> Attest:  <small>(Signature)</small> Name: <u>Stephanie Wall</u> <small>(Printed or typed)</small> Title: <u>Witness</u>
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Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.

Payment Bond (Continued)

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner to pay for labor, materials, and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.
2. If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies, and holds harmless the Owner from claims, demands, liens, or suits by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond will arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 13) of claims, demands, liens, or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, and tendered defense of such claims, demands, liens, or suits to the Contractor and the Surety.
4. When the Owner has satisfied the conditions in Paragraph 3, the Surety shall promptly and at the Surety's expense defend, indemnify, and hold harmless the Owner against a duly tendered claim, demand, lien, or suit.
5. The Surety's obligations to a Claimant under this Bond will arise after the following:
 - 5.1. Claimants who do not have a direct contract with the Contractor
 - 5.1.1. have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
 - 5.1.2. have sent a Claim to the Surety (at the address described in Paragraph 13).
 - 5.2. Claimants who are employed by or have a direct contract with the Contractor have sent a Claim to the Surety (at the address described in Paragraph 13).
6. If a notice of non-payment required by Paragraph 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Paragraph 5.1.1.
7. When a Claimant has satisfied the conditions of Paragraph 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:
 - 7.1. Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and
 - 7.2. Pay or arrange for payment of any undisputed amounts.
 - 7.3. The Surety's failure to discharge its obligations under Paragraph 7.1 or 7.2 will not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Paragraph 7.1 or 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

Payment Bond (Continued)

8. The Surety's total obligation will not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Paragraph 7.3, and the amount of this Bond will be credited for any payments made in good faith by the Surety.
9. Amounts owed by the Owner to the Contractor under the Construction Contract will be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfying obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.
10. The Surety shall not be liable to the Owner, Claimants, or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to or give notice on behalf of Claimants, or otherwise have any obligations to Claimants under this Bond.
11. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.
12. No suit or action will be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Paragraph 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit will be applicable.
13. Notice and Claims to the Surety, the Owner, or the Contractor must be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, will be sufficient compliance as of the date received.
14. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement will be deemed deleted here from and provisions conforming to such statutory or other legal requirement will be deemed incorporated herein. When so furnished, the intent is that this Bond will be construed as a statutory bond and not as a common law bond.
15. This bond is issued in compliance with Section 255.05, Florida Statutes (1987), as may be amended. A claimant, except a laborer, who is not in privity with the contractor and who has not received payment for his labor, materials, or supplies shall, within 45 days after beginning to furnish labor, materials, or supplies for the prosecution of the work, furnish the contractor with a notice that he intends to look to the bond for protection. A claimant who is not in privity with the contractor and who has not received payment for his labor, materials, or supplies shall, within 90 days after performance of the labor or after complete delivery of the materials or supplies, deliver to the contractor and to the surety written notice of the performance of the labor or delivery of the materials or supplies and of the nonpayment. No action for the labor, materials, or supplies may be instituted against the contractor or the surety unless both notices have been given. No action shall be instituted against the contractor or the surety on the bond after 1 year from the performance of the labor or completion of delivery of the materials or supplies.
16. Upon requests by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

Payment Bond (Continued)

17. Definitions

- 17.1. *Claim*—A written statement by the Claimant including at a minimum:
- 17.1.1. The name of the Claimant;
 - 17.1.2. The name of the person for whom the labor was done, or materials or equipment furnished;
 - 17.1.3. A copy of the agreement or purchase order pursuant to which labor, materials, or equipment was furnished for use in the performance of the Construction Contract;
 - 17.1.4. A brief description of the labor, materials, or equipment furnished;
 - 17.1.5. The date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
 - 17.1.6. The total amount earned by the Claimant for labor, materials, or equipment furnished as of the date of the Claim;
 - 17.1.7. The total amount of previous payments received by the Claimant; and
 - 17.1.8. The total amount due and unpaid to the Claimant for labor, materials, or equipment furnished as of the date of the Claim.
- 17.2. *Claimant*—An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials, or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond is to include without limitation in the terms of "labor, materials, or equipment" that part of the water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Construction Contract, Engineerural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.
- 17.3. *Construction Contract*—The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.
- 17.4. *Owner Default*—Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.
- 17.5. *Contract Documents*—All the documents that comprise the agreement between the Owner and Contractor.
18. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond will be deemed to be Subcontractor and the term Owner will be deemed to be Contractor.
19. Modifications to this Bond are as follows: Request for assigned bond number and for phone numbers of each party listed on the bond (Contractor, Surety, and Owner). Addition of Paragraph 15 and renumbering of the paragraphs thereafter.

Acknowledgment by Principal

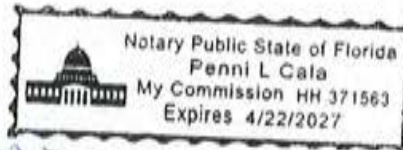
STATE OF

COUNTY OF

On this 11 day of April, 2024, before me personally appeared Michael Georg, to me known, who being by me duly sworn, did acknowledge and say that (s)he is the General Manager of REM Service Solutions, the corporation that executed the foregoing instrument, and acknowledged to me that such corporation executed the same.

In witness whereof, I have hereunto set my hand and affixed my official seal, at my office in the above County, the day and year written above.

Penni L. Cala
Penni L. Cala, Notary Public
State of Florida
County of Polk
My Commission Expires: 04/22/2027



Acknowledgment by Surety

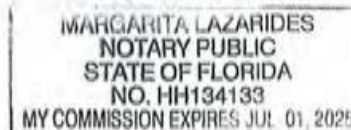
STATE OF FLORIDA

COUNTY OF PINELLAS

On this 3rd day of April, 2024, before me personally appeared Brett M. Rosenhaus, to me known, who being by me duly sworn, did acknowledge and say that xhe is the Attorney-in-Fact of Great Midwest Insurance Company, the corporation that executed the foregoing instrument, and acknowledged to me that such corporation executed the same.

In witness whereof, I have hereunto set my hand and affixed my official seal, at my office in the above County, the day and year written above.

Margarita Lazarides
Margarita Lazarides, Notary Public
State of Florida
County of Pinellas
My Commission Expires: July 1, 2025



POWER OF ATTORNEY
Great Midwest Insurance Company

KNOW ALL MEN BY THESE PRESENTS, that **GREAT MIDWEST INSURANCE COMPANY**, a Texas Corporation, with its principal office in Houston, TX, does hereby constitute and appoint:

Dale A. Belis, Marilyn Ann Blome, Donald Bramlage, Edward M. Clark, Christian Collins, F. Danny Gann, David R. Hoover, Jarrett Merlucci, Laura D. Mosholder, Charles J. Nielson, Jessica P. Reno, Audria R. Ward, Edward T. Ward, Kevin Wojtowicz, Richard Zimmerman, Charles D. Nielson, Brett M. Rosenhaus

its true and lawful Attorney(s)-In-Fact to make, execute, seal and deliver for, and on its behalf as surety, any and all bonds, undertakings or other writings obligatory in nature of a bond.

This authority is made under and by the authority of a resolution which was passed by the Board of Directors of **GREAT MIDWEST INSURANCE COMPANY**, on the 1st day of October, 2018 as follows:

Resolved, that the President, or any officer, be and hereby is, authorized to appoint and empower any representative of the Company or other person or persons as Attorney-In-Fact to execute on behalf of the Company any bonds, undertakings, policies, contracts of indemnity or other writings obligatory in nature of a bond not to exceed Ten Million dollars (\$10,000,000.00), which the Company might execute through its duly elected officers, and affix the seal of the Company thereto. Any said execution of such documents by an Attorney-In-Fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company. Any Attorney-In-Fact, so appointed, may be removed in the Company's sole discretion and the authority so granted may be revoked as specified in the Power of Attorney.

Resolved, that the signature of the President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary, and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certificate so executed and sealed shall, with respect to any bond of undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS THEREOF, **GREAT MIDWEST INSURANCE COMPANY**, has caused this instrument to be signed by its President, and its Corporate Seal to be affixed this 11th day of February, 2021.



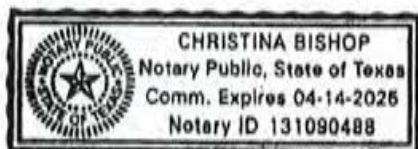
GREAT MIDWEST INSURANCE COMPANY

BY _____

Mark W. Haushill
President

ACKNOWLEDGEMENT

On this 11th day of February, 2021, before me, personally came Mark W. Haushill to me known, who being duly sworn, did depose and say that he is the President of **GREAT MIDWEST INSURANCE COMPANY**, the corporation described in and which executed the above instrument; that he executed said instrument on behalf of the corporation by authority of his office under the By-laws of said corporation.



BY _____

Christina Bishop
Notary Public

CERTIFICATE

I, the undersigned, Secretary of **GREAT MIDWEST INSURANCE COMPANY**, A Texas Insurance Company, DO HEREBY CERTIFY that the original Power of Attorney of which the foregoing is a true and correct copy, is in full force and effect and has not been revoked and the resolutions as set forth are now in force.

Signed and Sealed at Houston, TX this 30 Day of April, 2021


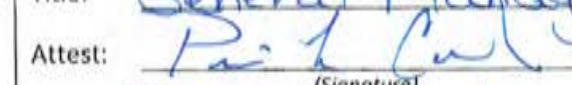
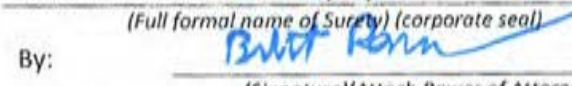
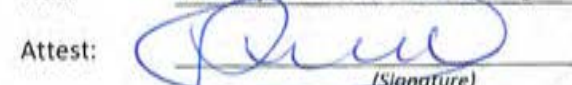


BY _____

Leslie K. Shaunty
Secretary

"WARNING: Any person who knowingly and with intent to defraud any insurance company or other person, files and application for insurance of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

Performance Bond

Contractor Name: R & M Services Solutions, LLC Phone: Address (principal place of business): 7256 Westport Place, Suite A West Palm Beach, FL 33413 Email Address:	Surety Name: Great Midwest Insurance Company Phone: (713) 973-0226 Address (principal place of business): 800 Gessner, Suite 600 Houston, TX 77024 Email Address: brosenhaus@acrisure.com
Owner Name: Town of Jupiter Phone: 561-746-5134 Mailing address (principal place of business): Town Hall 210 Military Trail Jupiter, FL 33458 Water Treatment Plant 17403 Central Blvd. Jupiter, FL 33458 Email Address: Jonathanb@jupiter.fl.us	Contract Description (name and location): Valve and Hydrant Maintenance Contract (W2423) Jupiter, Florida Contract Price: \$500,000.00 Effective Date of Contract: April 30, 2024
Bond Number: GM236858 Bond Amount: \$500,000.00 Date of Bond: April 30, 2024 (Date of Bond cannot be earlier than Effective Date of Contract) Modifications to this Bond form: <input type="checkbox"/> None <input checked="" type="checkbox"/> See Paragraph 17	
Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth in this Performance Bond, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.	
Contractor as Principal R&M Service Solutions, LLC (Full formal name of Contractor) By:  (Signature) Name: Mike George (Printed or typed) Title: General Manager Attest:  (Signature) Name: Penni L. Cale (Printed or typed) Title: Bid Coordinator	Surety Great Midwest Insurance Company (Full formal name of Surety) (corporate seal) By:  (Signature) (Attach Power of Attorney) Name: Brett M. Rosenhaus (Printed or typed) Title: Attorney-in-Fact & FL Licensed Agent Attest:  (Signature) Name: Stephanie Wall (Printed or typed) Title: Witness
Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.	

Performance Bond (Continued)

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.
2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Paragraph 3.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond will arise after:
 - 3.1. The Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice may indicate whether the Owner is requesting a conference among the Owner, Contractor, and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Paragraph 3.1 will be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor, and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement does not waive the Owner's right, if any, subsequently to declare a Contractor Default;
 - 3.2. The Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
 - 3.3. The Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.
4. Failure on the part of the Owner to comply with the notice requirement in Paragraph 3.1 does not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.
5. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:
 - 5.1. Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;
 - 5.2. Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;
 - 5.3. Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owners concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or
 - 5.4. Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:
 - 5.4.1. After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
 - 5.4.2. Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

Performance Bond (Continued)

6. If the Surety does not proceed as provided in Paragraph 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Paragraph 5.4, and the Owner refuses the payment, or the Surety has denied liability, in whole or in part, without further notice, the Owner shall be entitled to enforce any remedy available to the Owner.
7. If the Surety elects to act under Paragraph 5.1, 5.2, or 5.3, then the responsibilities of the Surety to the Owner will not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety will not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication for:
 - 7.1. the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
 - 7.2. additional legal, design professional, and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 5; and
 - 7.3. liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.
8. If the Surety elects to act under Paragraph 5.1, 5.3, or 5.4, the Surety's liability is limited to the amount of this Bond.
9. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price will not be reduced or set off on account of any such unrelated obligations. No right of action will accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors, and assigns.
10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.
11. Any proceeding, legal or equitable, under this Bond must be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and must be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum periods of limitations available to sureties as a defense in the jurisdiction of the suit will be applicable.
12. Notice to the Surety, the Owner, or the Contractor must be mailed or delivered to the address shown on the page on which their signature appears.
13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement will be deemed deleted therefrom and provisions conforming to such statutory or other legal requirement will be deemed incorporated herein. When so furnished, the intent is that this Bond will be construed as a statutory bond and not as a common law bond.
14. This bond is issued in compliance with Section 255.05, Florida Statutes (1987), as may be amended, which statute supersedes this bond to the extent of any conflict, and to the extent the Public Construction Bond coverage provided in such statute may be broader than this bond. A claimant, except a laborer, who is not in privity with the Contractor and who has not received payment for his labor, materials, or supplies shall, within 45 days after beginning to furnish labor, materials, or supplies for the prosecution of the Work, furnish

Performance Bond (Continued)

the Contractor with a notice that he intends to look to the bond for protection. A claimant who is not in privity with the Contractor and who has not received payment for his labor, materials, or supplies shall, within 90 days after performance of the labor or after complete delivery of the materials or supplies, deliver to the Contractor and to the surety written notice of the performance of the labor or delivery of the materials or supplies and of the nonpayment. No action for the labor, materials, or supplies may be instituted against the Contractor or the surety unless both notices have been given. No action shall be instituted against the Contractor or the surety on the bond after 1 year from the performance of the labor or completion of delivery of the materials or supplies.

15. Definitions

- 15.1. *Balance of the Contract Price*—The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made including allowance for the Contractor for any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.
 - 15.2. *Construction Contract*—The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.
 - 15.3. *Contractor Default*—Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.
 - 15.4. *Owner Default*—Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.
 - 15.5. *Contract Documents*—All the documents that comprise the agreement between the Owner and Contractor.
16. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond will be deemed to be Subcontractor and the term Owner will be deemed to be Contractor.
17. Modifications to this Bond are as follows: Request for assigned bond number and for phone numbers of each party listed on the bond (Contractor, Surety, and Owner). Addition of Paragraph 14 and renumbering of the paragraphs thereafter.

Acknowledgment by Principal

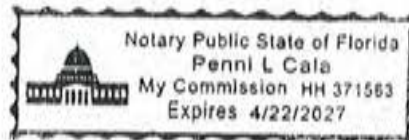
STATE OF

COUNTY OF

On this 11 day of April, 2024, before me personally appeared Michael George to me known, who being by me duly sworn, did acknowledge and say that (s)he is the General Manager of B.M. Services, LLC, the corporation that executed the foregoing instrument, and acknowledged to me that such corporation executed the same.

In witness whereof, I have hereunto set my hand and affixed my official seal, at my office in the above County, the day and year written above.

Penni L. Cala
Penni L. Cala Notary Public
State of Florida
County of Pasco
My Commission Expires: 04/22/2027



Acknowledgment by Surety

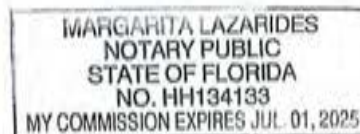
STATE OF FLORIDA

COUNTY OF PINELLAS

On this 3rd day of April, 2024, before me personally appeared Brett M. Rosenhaus, to me known, who being by me duly sworn, did acknowledge and say that she is the Attorney-in-Fact of Great Midwest Insurance Company, the corporation that executed the foregoing instrument, and acknowledged to me that such corporation executed the same.

In witness whereof, I have hereunto set my hand and affixed my official seal, at my office in the above County, the day and year written above.

Margarita Lazarides
Margarita Lazarides, Notary Public
State of Florida
County of Pinellas
My Commission Expires: July 1, 2025



POWER OF ATTORNEY

Great Midwest Insurance Company

KNOW ALL MEN BY THESE PRESENTS, that **GREAT MIDWEST INSURANCE COMPANY**, a Texas Corporation, with its principal office in Houston, TX, does hereby constitute and appoint:

Dale A. Belis, Marilyn Ann Blome, Donald Bramlage, Edward M. Clark, Christian Collins, F. Danny Gann, David R. Hoover, Jarrett Merlucci, Laura D. Mosholder, Charles J. Nielson, Jessica P. Reno, Audria R. Ward, Edward T. Ward, Kevin Wojtowicz, Richard Zimmerman, Charles D. Nielson, Brett M. Rosenhaus

its true and lawful Attorney(s)-In-Fact to make, execute, seal and deliver for, and on its behalf as surety, any and all bonds, undertakings or other writings obligatory in nature of a bond.

This authority is made under and by the authority of a resolution which was passed by the Board of Directors of **GREAT MIDWEST INSURANCE COMPANY**, on the 1st day of October, 2018 as follows:

Resolved, that the President, or any officer, be and hereby is, authorized to appoint and empower any representative of the Company or other person or persons as Attorney-In-Fact to execute on behalf of the Company any bonds, undertakings, policies, contracts of indemnity or other writings obligatory in nature of a bond not to exceed Ten Million dollars (\$10,000,000.00), which the Company might execute through its duly elected officers, and affix the seal of the Company thereto. Any said execution of such documents by an Attorney-In-Fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company. Any Attorney-In-Fact, so appointed, may be removed in the Company's sole discretion and the authority so granted may be revoked as specified in the Power of Attorney.

Resolved, that the signature of the President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary, and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certificate so executed and sealed shall, with respect to any bond of undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS THEREOF, **GREAT MIDWEST INSURANCE COMPANY**, has caused this instrument to be signed by its President, and its Corporate Seal to be affixed this 11th day of February, 2021.



GREAT MIDWEST INSURANCE COMPANY

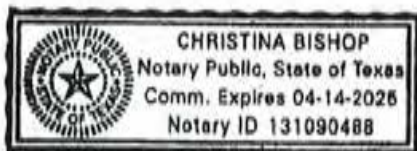
BY

Mark W. Haushill

Mark W. Haushill
President

ACKNOWLEDGEMENT

On this 11th day of February, 2021, before me, personally came Mark W. Haushill to me known, who being duly sworn, did depose and say that he is the President of **GREAT MIDWEST INSURANCE COMPANY**, the corporation described in and which executed the above instrument; that he executed said instrument on behalf of the corporation by authority of his office under the By-laws of said corporation.



BY

Christina Bishop

Christina Bishop
Notary Public

CERTIFICATE

I, the undersigned, Secretary of **GREAT MIDWEST INSURANCE COMPANY**, A Texas Insurance Company, DO HEREBY CERTIFY that the original Power of Attorney of which the foregoing is a true and correct copy, is in full force and effect and has not been revoked and the resolutions as set forth are now in force.

Signed and Sealed at Houston, TX this 30 Day of April, 2024.



BY

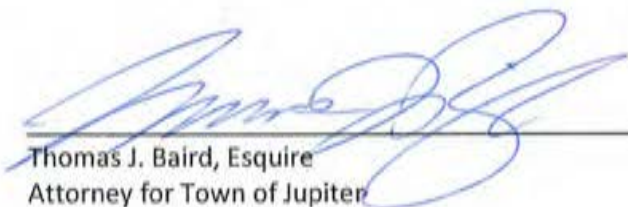
Leslie K. Shaunty

Leslie K. Shaunty
Secretary

"WARNING: Any person who knowingly and with intent to defraud any insurance company or other person, files and application for insurance of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

Opinion of Town Attorney

This is to certify that I have examined the attached Contract Documents, that after such examination, I am of the opinion that such documents conform to the laws of the State of Florida, that the execution of the Contract and the Contract Bonds is in due and proper form, that the representative of the respective Contracting Parties have full power and authority to execute such Contract and Contract Bond on behalf of the respective Contracting Parties and that the foregoing agreements constitute valid and binding obligations on such parties.



Thomas J. Baird, Esquire
Attorney for Town of Jupiter

This the 16th day of April, 2024.

Notice to Proceed (NTP)

DATE: 4/30/2024

TO: R & M Services Solutions, LLC
7256 Westport Place, Suite A
West Palm Beach, FL 33413

ATT: Michael G. George, General Manager

PROJECT: Valve and Hydrant Maintenance Contract (W2423)
Town of Jupiter Utilities
Jupiter, Florida

Gentlemen:

One fully executed copy of your Contract is enclosed. The commencement date for the initial two-year (730 calendar days) term of this Contract is 4/30/2024. The OWNER reserves the right to extend the Contract for additional terms as described in the Contract Documents.

The following completion date applies:

Substantial and Final Completion: 4/30/2026
(730 calendar days from Notice to Proceed)

Your attention is invited to the provision whereby you shall start to perform your obligations under this Contract on the Commencement date, which shall begin the Contract Time. Town of Jupiter Utilities will monitor the progress of the work and conformance with the Contract. The Contractor shall be responsible to record a Notice of Commencement with Palm Beach County and provide the Owner with a copy of the recorded document before the work begins.

Sincerely,



Jonathan A. Batista, P.E.
Town of Jupiter
Senior Utilities Engineer

STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

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STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

ARTICLE 1—DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

- A. Wherever used in the Bidding Requirements or Contract Documents, a term printed with initial capital letters, including the term's singular and plural forms, will have the meaning indicated in the definitions below. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.
1. *Addenda*—Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.
 2. *Agreement*—The written instrument, executed by Owner and Contractor, that sets forth the Contract Price and Contract Times, identifies the parties and the Engineer, and designates the specific items that are Contract Documents.
 3. *Application for Payment*—The document prepared by Contractor, in a form acceptable to Engineer, to request progress or final payments, and which is to be accompanied by such supporting documentation as is required by the Contract Documents.
 4. *Bid*—The offer of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.
 5. *Bidder*—An individual or entity that submits a Bid to Owner.
 6. *Bidding Documents*—The Bidding Requirements, the proposed Contract Documents, and all Addenda.
 7. *Bidding Requirements*—The Advertisement or invitation to bid, Instructions to Bidders, Bid Bond or other Bid security, if any, the Bid Form, and the Bid with any attachments.
 8. *Change Order*—A document which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, or other revision to the Contract, issued on or after the Effective Date of the Contract.
 9. *Change Proposal*—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth herein, seeking an adjustment in Contract Price or Contract Times; contesting an initial decision by Engineer concerning the requirements of the Contract Documents or the acceptability of Work under the Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Contract.
 10. *Claim*
 - a. A demand or assertion by Owner directly to Contractor, duly submitted in compliance with the procedural requirements set forth herein, seeking an adjustment of Contract Price or Contract Times; contesting an initial decision by Engineer concerning the

- requirements of the Contract Documents or the acceptability of Work under the Contract Documents; contesting Engineer's decision regarding a Change Proposal; seeking resolution of a contractual issue that Engineer has declined to address; or seeking other relief with respect to the terms of the Contract.
- b. A demand or assertion by Contractor directly to Owner, duly submitted in compliance with the procedural requirements set forth herein, contesting Engineer's decision regarding a Change Proposal, or seeking resolution of a contractual issue that Engineer has declined to address.
 - c. A demand or assertion by Owner or Contractor, duly submitted in compliance with the procedural requirements set forth herein, made pursuant to Paragraph 12.01.A.4, concerning disputes arising after Engineer has issued a recommendation of final payment.
 - d. A demand for money or services by a third party is not a Claim.
11. *Constituent of Concern*—Asbestos, petroleum, radioactive materials, polychlorinated biphenyls (PCBs), lead-based paint (as defined by the HUD/EPA standard), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to Laws and Regulations regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.
12. *Contract*—The entire and integrated written contract between Owner and Contractor concerning the Work.
13. *Contract Documents*—Those items so designated in the Agreement, and which together comprise the Contract.
14. *Contract Price*—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Contract Documents.
15. *Contract Times*—The number of days or the dates by which Contractor shall: (a) achieve Milestones, if any; (b) achieve Substantial Completion; and (c) complete the Work.
16. *Contractor*—The individual or entity with which Owner has contracted for performance of the Work.
17. *Cost of the Work*—See Paragraph 13.01 for definition.
18. *Drawings*—The part of the Contract that graphically shows the scope, extent, and character of the Work to be performed by Contractor.
19. *Effective Date of the Contract*—The date, indicated in the Agreement, on which the Contract becomes effective.
20. *Electronic Document*—Any Project-related correspondence, attachments to correspondence, data, documents, drawings, information, or graphics, including but not limited to Shop Drawings and other Submittals, that are in an electronic or digital format.
21. *Electronic Means*—Electronic mail (email), upload/download from a secure Project website, or other communications methods that allow: (a) the transmission or communication of Electronic Documents; (b) the documentation of transmissions, including sending and receipt; (c) printing of the transmitted Electronic Document by the

recipient; (d) the storage and archiving of the Electronic Document by sender and recipient; and (e) the use by recipient of the Electronic Document for purposes permitted by this Contract. Electronic Means does not include the use of text messaging, or of Facebook, Twitter, Instagram, or similar social media services for transmission of Electronic Documents.

22. *Engineer*—The individual or entity named as such in the Agreement.
23. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but does not change the Contract Price or the Contract Times.
24. *Hazardous Environmental Condition*—The presence at the Site of Constituents of Concern in such quantities or circumstances that may present a danger to persons or property exposed thereto.
 - a. The presence at the Site of materials that are necessary for the execution of the Work, or that are to be incorporated into the Work, and that are controlled and contained pursuant to industry practices, Laws and Regulations, and the requirements of the Contract, is not a Hazardous Environmental Condition.
 - b. The presence of Constituents of Concern that are to be removed or remediated as part of the Work is not a Hazardous Environmental Condition.
 - c. The presence of Constituents of Concern as part of the routine, anticipated, and obvious working conditions at the Site, is not a Hazardous Environmental Condition.
25. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and binding decrees, resolutions, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
26. *Liens*—Charges, security interests, or encumbrances upon Contract-related funds, real property, or personal property.
27. *Milestone*—A principal event in the performance of the Work that the Contract requires Contractor to achieve by an intermediate completion date, or by a time prior to Substantial Completion of all the Work.
28. *Notice of Award*—The written notice by Owner to a Bidder of Owner's acceptance of the Bid.
29. *Notice to Proceed*—A written notice by Owner to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work.
30. *Owner*—The individual or entity with which Contractor has contracted regarding the Work, and which has agreed to pay Contractor for the performance of the Work, pursuant to the terms of the Contract.
31. *Progress Schedule*—A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising Contractor's plan to accomplish the Work within the Contract Times.
32. *Project*—The total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the Work to be performed under the Contract Documents is a part.

33. *Resident Project Representative*—The authorized representative of Engineer assigned to assist Engineer at the Site. As used herein, the term Resident Project Representative (RPR) includes any assistants or field staff of Resident Project Representative.
34. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.
35. *Schedule of Submittals*—A schedule, prepared and maintained by Contractor, of required submittals and the time requirements for Engineer's review of the submittals.
36. *Schedule of Values*—A schedule, prepared and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.
37. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Contract Documents.
38. *Site*—Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands or areas furnished by Owner which are designated for the use of Contractor.
39. *Specifications*—The part of the Contract that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.
40. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.
41. *Submittal*—A written or graphic document, prepared by or for Contractor, which the Contract Documents require Contractor to submit to Engineer, or that is indicated as a Submittal in the Schedule of Submittals accepted by Engineer. Submittals may include Shop Drawings and Samples; schedules; product data; Owner-delegated designs; sustainable design information; information on special procedures; testing plans; results of tests and evaluations, source quality-control testing and inspections, and field or Site quality-control testing and inspections; warranties and certifications; Suppliers' instructions and reports; records of delivery of spare parts and tools; operations and maintenance data; Project photographic documentation; record documents; and other such documents required by the Contract Documents. Submittals, whether or not approved or accepted by Engineer, are not Contract Documents. Change Proposals, Change Orders, Claims, notices, Applications for Payment, and requests for interpretation or clarification are not Submittals.
42. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion of such Work.

43. *Successful Bidder*—The Bidder to which the Owner makes an award of contract.
44. *Supplementary Conditions*—The part of the Contract that amends or supplements these General Conditions.
45. *Supplier*—A manufacturer, fabricator, supplier, distributor, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.
46. *Technical Data*
- a. Those items expressly identified as Technical Data in the Supplementary Conditions, with respect to either (1) existing subsurface conditions at or adjacent to the Site, or existing physical conditions at or adjacent to the Site including existing surface or subsurface structures (except Underground Facilities) or (2) Hazardous Environmental Conditions at the Site.
 - b. If no such express identifications of Technical Data have been made with respect to conditions at the Site, then Technical Data is defined, with respect to conditions at the Site under Paragraphs 5.03, 5.04, and 5.06, as the data contained in boring logs, recorded measurements of subsurface water levels, assessments of the condition of subsurface facilities, laboratory test results, and other factual, objective information regarding conditions at the Site that are set forth in any geotechnical, environmental, or other Site or facilities conditions report prepared for the Project and made available to Contractor.
 - c. Information and data regarding the presence or location of Underground Facilities are not intended to be categorized, identified, or defined as Technical Data, and instead Underground Facilities are shown or indicated on the Drawings.
47. *Underground Facilities*—All active or not-in-service underground lines, pipelines, conduits, ducts, encasements, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or systems at the Site, including but not limited to those facilities or systems that produce, transmit, distribute, or convey telephone or other communications, cable television, fiber optic transmissions, power, electricity, light, heat, gases, oil, crude oil products, liquid petroleum products, water, steam, waste, wastewater, storm water, other liquids or chemicals, or traffic or other control systems. An abandoned facility or system is not an Underground Facility.
48. *Unit Price Work*—Work to be paid for on the basis of unit prices.
49. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Contract Documents.
50. *Work Change Directive*—A written directive to Contractor issued on or after the Effective Date of the Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.

1.02 Terminology

- A. The words and terms discussed in Paragraphs 1.02.B, C, D, and E are not defined terms that require initial capital letters, but, when used in the Bidding Requirements or Contract Documents, have the indicated meaning.
- B. *Intent of Certain Terms or Adjectives:* The Contract Documents include the terms "as allowed," "as approved," "as ordered," "as directed" or terms of like effect or import to authorize an exercise of professional judgment by Engineer. In addition, the adjectives "reasonable," "suitable," "acceptable," "proper," "satisfactory," or adjectives of like effect or import are used to describe an action or determination of Engineer as to the Work. It is intended that such exercise of professional judgment, action, or determination will be solely to evaluate, in general, the Work for compliance with the information in the Contract Documents and with the design concept of the Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective is not intended to and shall not be effective to assign to Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility contrary to the provisions of Article 10 or any other provision of the Contract Documents.
- C. *Day:* The word "day" means a calendar day of 24 hours measured from midnight to the next midnight.
- D. *Defective:* The word "defective," when modifying the word "Work," refers to Work that is unsatisfactory, faulty, or deficient in that it:
 - 1. does not conform to the Contract Documents;
 - 2. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents; or
 - 3. has been damaged prior to Engineer's recommendation of final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with Paragraph 15.03 or Paragraph 15.04).
- E. *Furnish, Install, Perform, Provide*
 - 1. The word "furnish," when used in connection with services, materials, or equipment, means to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.
 - 2. The word "install," when used in connection with services, materials, or equipment, means to put into use or place in final position said services, materials, or equipment complete and ready for intended use.
 - 3. The words "perform" or "provide," when used in connection with services, materials, or equipment, means to furnish and install said services, materials, or equipment complete and ready for intended use.
 - 4. If the Contract Documents establish an obligation of Contractor with respect to specific services, materials, or equipment, but do not expressly use any of the four words "furnish," "install," "perform," or "provide," then Contractor shall furnish and install said services, materials, or equipment complete and ready for intended use.

- F. *Contract Price or Contract Times*: References to a change in "Contract Price or Contract Times" or "Contract Times or Contract Price" or similar, indicate that such change applies to (1) Contract Price, (2) Contract Times, or (3) both Contract Price and Contract Times, as warranted, even if the term "or both" is not expressed.
- G. Unless stated otherwise in the Contract Documents, words or phrases that have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

ARTICLE 2—PRELIMINARY MATTERS

2.01 *Delivery of Performance and Payment Bonds; Evidence of Insurance*

- A. *Performance and Payment Bonds*: When Contractor delivers the signed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner the performance bond and payment bond (if the Contract requires Contractor to furnish such bonds).
- B. *Evidence of Contractor's Insurance*: When Contractor delivers the signed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner, with copies to each additional insured (as identified in the Contract), the certificates, endorsements, and other evidence of insurance required to be provided by Contractor in accordance with Article 6, except to the extent the Supplementary Conditions expressly establish other dates for delivery of specific insurance policies.
- C. *Evidence of Owner's Insurance*: After receipt of the signed counterparts of the Agreement and all required bonds and insurance documentation, Owner shall promptly deliver to Contractor, with copies to each additional insured (as identified in the Contract), the certificates and other evidence of insurance required to be provided by Owner under Article 6.

2.02 *Copies of Documents*

- A. Owner shall furnish to Contractor four printed copies of the Contract (including one fully signed counterpart of the Agreement), and one copy in electronic portable document format (PDF). Additional printed copies will be furnished upon request at the cost of reproduction.
- B. Owner shall maintain and safeguard at least one original printed record version of the Contract, including Drawings and Specifications signed and sealed by Engineer and other design professionals. Owner shall make such original printed record version of the Contract available to Contractor for review. Owner may delegate the responsibilities under this provision to Engineer.

2.03 *Before Starting Construction*

- A. *Preliminary Schedules*: Within 10 days after the Effective Date of the Contract (or as otherwise required by the Contract Documents), Contractor shall submit to Engineer for timely review:
 - 1. a preliminary Progress Schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract;
 - 2. a preliminary Schedule of Submittals; and
 - 3. a preliminary Schedule of Values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work

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

2.04 *Preconstruction Conference; Designation of Authorized Representatives*

- A. Before any Work at the Site is started, a conference attended by Owner, Contractor, Engineer, and others as appropriate will be held to establish a working understanding among the parties as to the Work, and to discuss the schedules referred to in Paragraph 2.03.A, procedures for handling Shop Drawings, Samples, and other Submittals, processing Applications for Payment, electronic or digital transmittals, and maintaining required records.
- B. At this conference Owner and Contractor each shall designate, in writing, a specific individual to act as its authorized representative with respect to the services and responsibilities under the Contract. Such individuals shall have the authority to transmit and receive information, render decisions relative to the Contract, and otherwise act on behalf of each respective party.

2.05 *Acceptance of Schedules*

- A. At least 10 days before submission of the first Application for Payment a conference, attended by Contractor, Engineer, and others as appropriate, will be held to review the schedules submitted in accordance with Paragraph 2.03.A. No progress payment will be made to Contractor until acceptable schedules are submitted to Engineer.
 - 1. The Progress Schedule will be acceptable to Engineer if it provides an orderly progression of the Work to completion within the Contract Times. Such acceptance will not impose on Engineer responsibility for the Progress Schedule, for sequencing, scheduling, or progress of the Work, nor interfere with or relieve Contractor from Contractor's full responsibility therefor.
 - 2. Contractor's Schedule of Submittals will be acceptable to Engineer if it provides a workable arrangement for reviewing and processing the required submittals.
 - 3. Contractor's Schedule of Values will be acceptable to Engineer as to form and substance if it provides a reasonable allocation of the Contract Price to the component parts of the Work.
 - 4. If a schedule is not acceptable, Contractor will have an additional 10 days to revise and resubmit the schedule.

2.06 *Electronic Transmittals*

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

ARTICLE 3—CONTRACT DOCUMENTS: INTENT, REQUIREMENTS, REUSE

3.01 *Intent*

- A. The Contract Documents are complementary; what is required by one Contract Document is as binding as if required by all.
- B. It is the intent of the Contract Documents to describe a functionally complete Project (or part thereof) to be constructed in accordance with the Contract Documents.
- C. Unless otherwise stated in the Contract Documents, if there is a discrepancy between the electronic versions of the Contract Documents (including any printed copies derived from such electronic versions) and the printed record version, the printed record version will govern.
- D. The Contract supersedes prior negotiations, representations, and agreements, whether written or oral.
- E. Engineer will issue clarifications and interpretations of the Contract Documents as provided herein.
- F. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation will be deemed stricken, and all remaining provisions will continue to be valid and binding upon Owner and Contractor, which agree that the Contract Documents will 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.
- G. Nothing in the Contract Documents creates:
 - 1. any contractual relationship between Owner or Engineer and any Subcontractor, Supplier, or other individual or entity performing or furnishing any of the Work, for the benefit of such Subcontractor, Supplier, or other individual or entity; or
 - 2. any obligation on the part of Owner or Engineer to pay or to see to the payment of any money due any such Subcontractor, Supplier, or other individual or entity, except as may otherwise be required by Laws and Regulations.

3.02 *Reference Standards*

- A. *Standards Specifications, Codes, Laws and Regulations*
 - 1. Reference in the Contract Documents to standard specifications, manuals, reference standards, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, means the standard specification, manual, reference standard, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Contract if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.
 - 2. No provision of any such standard specification, manual, reference standard, or code, and no instruction of a Supplier, will be effective to change the duties or responsibilities of Owner, Contractor, or Engineer from those set forth in the part of the Contract Documents prepared by or for Engineer. No such provision or instruction shall be effective to assign to Owner or Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility

inconsistent with the provisions of the part of the Contract Documents prepared by or for Engineer.

3.03 *Reporting and Resolving Discrepancies*

A. *Reporting Discrepancies*

1. *Contractor's Verification of Figures and Field Measurements:* Before undertaking each part of the Work, Contractor shall carefully study the Contract Documents, and check and verify pertinent figures and dimensions therein, particularly with respect to applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy that Contractor discovers, or has actual knowledge of, and shall not proceed with any Work affected thereby until the conflict, error, ambiguity, or discrepancy is resolved by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract issued pursuant to Paragraph 11.01.
2. *Contractor's Review of Contract Documents:* If, before or during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents, or between the Contract Documents and (a) any applicable Law or Regulation, (b) actual field conditions, (c) any standard specification, manual, reference standard, or code, or (d) any instruction of any Supplier, then Contractor shall promptly report it to Engineer in writing. Contractor shall not proceed with the Work affected thereby (except in an emergency as required by Paragraph 7.15) until the conflict, error, ambiguity, or discrepancy is resolved, by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract issued pursuant to Paragraph 11.01.
3. Contractor shall not be liable to Owner or Engineer for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Contractor had actual knowledge thereof.

B. *Resolving Discrepancies*

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the part of the Contract Documents prepared by or for Engineer take precedence in resolving any conflict, error, ambiguity, or discrepancy between such provisions of the Contract Documents and:
 - a. the provisions of any standard specification, manual, reference standard, or code, or the instruction of any Supplier (whether or not specifically incorporated by reference as a Contract Document); or
 - b. the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

3.04 *Requirements of the Contract Documents*

- A. During the performance of the Work and until final payment, Contractor and Owner shall submit to the Engineer in writing all matters in question concerning the requirements of the Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Contract Documents, as soon as possible after such matters arise. Engineer will be the initial interpreter of the requirements of the Contract Documents, and judge of the acceptability of the Work.

- B. Engineer will, with reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Contract Documents. Engineer's written clarification, interpretation, or decision will be final and binding on Contractor, unless it appeals by submitting a Change Proposal, and on Owner, unless it appeals by filing a Claim.
- C. If a submitted matter in question concerns terms and conditions of the Contract Documents that do not involve (1) the performance or acceptability of the Work under the Contract Documents, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, then Engineer will promptly notify Owner and Contractor in writing that Engineer is unable to provide a decision or interpretation. If Owner and Contractor are unable to agree on resolution of such a matter in question, either party may pursue resolution as provided in Article 12.

3.05 *Reuse of Documents*

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

ARTICLE 4—COMMENCEMENT AND PROGRESS OF THE WORK

4.01 *Commencement of Contract Times; Notice to Proceed*

- A. The Contract Times will commence to run on the 30th day after the Effective Date of the Contract or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 30 days after the Effective Date of the Contract. In no event will the Contract Times commence to run later than the 60th day after the day of Bid opening or the 30th day after the Effective Date of the Contract, whichever date is earlier.

4.02 *Starting the Work*

- A. Contractor shall start to perform the Work on the date when the Contract Times commence to run. No Work may be done at the Site prior to such date.

4.03 *Reference Points*

- A. Owner shall provide engineering surveys to establish reference points for construction which in Engineer's judgment are necessary to enable Contractor to proceed with the Work. Contractor shall be responsible for laying out the Work, shall protect and preserve the

established reference points and property monuments, and shall make no changes or relocations without the prior written approval of Owner. Contractor shall report to Engineer whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

4.04 *Progress Schedule*

- A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.05 as it may be adjusted from time to time as provided below.
 - 1. Contractor shall submit to Engineer for acceptance (to the extent indicated in Paragraph 2.05) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times.
 - 2. Proposed adjustments in the Progress Schedule that will change the Contract Times must be submitted in accordance with the requirements of Article 11.
- B. Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or disagreements with Owner. No Work will be delayed or postponed pending resolution of any disputes or disagreements, or during any appeal process, except as permitted by Paragraph 16.04, or as Owner and Contractor may otherwise agree in writing.

4.05 *Delays in Contractor's Progress*

- A. If Owner, Engineer, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in Contract Price or Contract Times.
- B. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delay, disruption, or interference caused by or within the control of Contractor. Delay, disruption, and interference attributable to and within the control of a Subcontractor or Supplier shall be deemed to be within the control of Contractor.
- C. If Contractor's performance or progress is delayed, disrupted, or interfered with by unanticipated causes not the fault of and beyond the control of Owner, Contractor, and those for which they are responsible, then Contractor shall be entitled to an equitable adjustment in Contract Times. Such an adjustment will be Contractor's sole and exclusive remedy for the delays, disruption, and interference described in this paragraph. Causes of delay, disruption, or interference that may give rise to an adjustment in Contract Times under this paragraph include but are not limited to the following:
 - 1. Severe and unavoidable natural catastrophes such as fires, floods, epidemics, and earthquakes;
 - 2. Abnormal weather conditions;
 - 3. Acts or failures to act of third-party utility owners or other third-party entities (other than those third-party utility owners or other third-party entities performing other work at or adjacent to the Site as arranged by or under contract with Owner, as contemplated in Article 8); and
 - 4. Acts of war or terrorism.

- D. Contractor's entitlement to an adjustment of Contract Times or Contract Price is limited as follows:
1. Contractor's entitlement to an adjustment of the Contract Times is conditioned on the delay, disruption, or interference adversely affecting an activity on the critical path to completion of the Work, as of the time of the delay, disruption, or interference.
 2. Contractor shall not be entitled to an adjustment in Contract Price for any delay, disruption, or interference if such delay is concurrent with a delay, disruption, or interference caused by or within the control of Contractor. Such a concurrent delay by Contractor shall not preclude an adjustment of Contract Times to which Contractor is otherwise entitled.
 3. Adjustments of Contract Times or Contract Price are subject to the provisions of Article 11.
- E. Each Contractor request or Change Proposal seeking an increase in Contract Times or Contract Price must be supplemented by supporting data that sets forth in detail the following:
1. The circumstances that form the basis for the requested adjustment;
 2. The date upon which each cause of delay, disruption, or interference began to affect the progress of the Work;
 3. The date upon which each cause of delay, disruption, or interference ceased to affect the progress of the Work;
 4. The number of days' increase in Contract Times claimed as a consequence of each such cause of delay, disruption, or interference; and
 5. The impact on Contract Price, in accordance with the provisions of Paragraph 11.07.
- Contractor shall also furnish such additional supporting documentation as Owner or Engineer may require including, where appropriate, a revised progress schedule indicating all the activities affected by the delay, disruption, or interference, and an explanation of the effect of the delay, disruption, or interference on the critical path to completion of the Work.
- F. Delays, disruption, and interference to the performance or progress of the Work resulting from the existence of a differing subsurface or physical condition, an Underground Facility that was not shown or indicated by the Contract Documents, or not shown or indicated with reasonable accuracy, and those resulting from Hazardous Environmental Conditions, are governed by Article 5, together with the provisions of Paragraphs 4.05.D and 4.05.E.
- G. Paragraph 8.03 addresses delays, disruption, and interference to the performance or progress of the Work resulting from the performance of certain other work at or adjacent to the Site.

ARTICLE 5—SITE; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS

5.01 *Availability of Lands*

- A. Owner shall furnish the Site. Owner shall notify Contractor in writing of any encumbrances or restrictions not of general application but specifically related to use of the Site with which Contractor must comply in performing the Work.

- B. Upon reasonable written request, Owner shall furnish Contractor with a current statement of record legal title and legal description of the lands upon which permanent improvements are to be made and Owner's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.
- C. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

5.02 *Use of Site and Other Areas*

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

1. Contractor shall confine construction equipment, temporary construction facilities, the storage of materials and equipment, and the operations of workers to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and such other adjacent areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for (a) damage to the Site; (b) damage to any such other adjacent areas used for Contractor's operations; (c) damage to any other adjacent land or areas, or to improvements, structures, utilities, or similar facilities located at such adjacent lands or areas; and (d) for injuries and losses sustained by the owners or occupants of any such land or areas; provided that such damage or injuries result from the performance of the Work or from other actions or conduct of the Contractor or those for which Contractor is responsible.
 2. If a damage or injury claim is made by the owner or occupant of any such land or area because of the performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible, Contractor shall (a) take immediate corrective or remedial action as required by Paragraph 7.13, or otherwise; (b) promptly attempt to settle the claim as to all parties through negotiations with such owner or occupant, or otherwise resolve the claim by arbitration or other dispute resolution proceeding, or in a court of competent jurisdiction; and (c) to the fullest extent permitted by Laws and Regulations, indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, from and against any such claim, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against Owner, Engineer, or any other party indemnified hereunder to the extent caused directly or indirectly, in whole or in part by, or based upon, Contractor's performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible.
- B. *Removal of Debris During Performance of the Work:* During the progress of the Work the Contractor shall keep the Site and other adjacent areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris will conform to applicable Laws and Regulations.
 - C. *Cleaning:* Prior to Substantial Completion of the Work Contractor shall clean the Site and the Work and make it ready for utilization by Owner. At the completion of the Work Contractor shall remove from the Site and adjacent areas all tools, appliances, construction equipment

and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.

- D. *Loading of Structures:* Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent structures or land to stresses or pressures that will endanger them.

5.03 *Subsurface and Physical Conditions*

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

1. Those reports of explorations and tests of subsurface conditions at or adjacent to the Site that contain Technical Data;
2. Those drawings of existing physical conditions at or adjacent to the Site, including those drawings depicting existing surface or subsurface structures at or adjacent to the Site (except Underground Facilities), that contain Technical Data; and
3. Technical Data contained in such reports and drawings.

- B. *Underground Facilities:* Underground Facilities are shown or indicated on the Drawings, pursuant to Paragraph 5.05, and not in the drawings referred to in Paragraph 5.03.A. Information and data regarding the presence or location of Underground Facilities are not intended to be categorized, identified, or defined as Technical Data.

- C. *Reliance by Contractor on Technical Data:* Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely upon the accuracy of the Technical Data as defined in Paragraph 1.01.A.46.b.

- D. *Limitations of Other Data and Documents:* Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, with respect to:

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto;
2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings;
3. the contents of other Site-related documents made available to Contractor, such as record drawings from other projects at or adjacent to the Site, or Owner's archival documents concerning the Site; or
4. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions, or information.

5.04 *Differing Subsurface or Physical Conditions*

- A. *Notice by Contractor:* If Contractor believes that any subsurface or physical condition that is uncovered or revealed at the Site:
1. is of such a nature as to establish that any Technical Data on which Contractor is entitled to rely as provided in Paragraph 5.03 is materially inaccurate;
 2. is of such a nature as to require a change in the Drawings or Specifications;
 3. differs materially from that shown or indicated in the Contract Documents; or
 4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;

then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except with respect to an emergency) until receipt of a written statement permitting Contractor to do so.

- B. *Engineer's Review:* After receipt of written notice as required by the preceding paragraph, Engineer will promptly review the subsurface or physical condition in question; determine whether it is necessary for Owner to obtain additional exploration or tests with respect to the condition; conclude whether the condition falls within any one or more of the differing site condition categories in Paragraph 5.04.A; obtain any pertinent cost or schedule information from Contractor; prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the subsurface or physical condition in question and the need for any change in the Drawings or Specifications; and advise Owner in writing of Engineer's findings, conclusions, and recommendations.
- C. *Owner's Statement to Contractor Regarding Site Condition:* After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the subsurface or physical condition in question, addressing the resumption of Work in connection with such condition, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations, in whole or in part.
- D. *Early Resumption of Work:* If at any time Engineer determines that Work in connection with the subsurface or physical condition in question may resume prior to completion of Engineer's review or Owner's issuance of its statement to Contractor, because the condition in question has been adequately documented, and analyzed on a preliminary basis, then the Engineer may at its discretion instruct Contractor to resume such Work.
- E. *Possible Price and Times Adjustments*
1. Contractor shall be entitled to an equitable adjustment in Contract Price or Contract Times, to the extent that the existence of a differing subsurface or physical condition, or any related delay, disruption, or interference, causes an increase or decrease in

Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:

- a. Such condition must fall within any one or more of the categories described in Paragraph 5.04.A;
 - b. With respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03; and,
 - c. Contractor's entitlement to an adjustment of the Contract Times is subject to the provisions of Paragraphs 4.05.D and 4.05.E.
2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times with respect to a subsurface or physical condition if:
- a. Contractor knew of the existence of such condition at the time Contractor made a commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract, or otherwise;
 - b. The existence of such condition reasonably could have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas expressly required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such commitment; or
 - c. Contractor failed to give the written notice required by Paragraph 5.04.A.
3. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, then any such adjustment will be set forth in a Change Order.
4. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the subsurface or physical condition in question.
- F. *Underground Facilities; Hazardous Environmental Conditions:* Paragraph 5.05 governs rights and responsibilities regarding the presence or location of Underground Facilities. Paragraph 5.06 governs rights and responsibilities regarding Hazardous Environmental Conditions. The provisions of Paragraphs 5.03 and 5.04 are not applicable to the presence or location of Underground Facilities, or to Hazardous Environmental Conditions.

5.05 *Underground Facilities*

- A. *Contractor's Responsibilities:* Unless it is otherwise expressly provided in the Supplementary Conditions, the cost of all of the following are included in the Contract Price, and Contractor shall have full responsibility for:
1. reviewing and checking all information and data regarding existing Underground Facilities at the Site;
 2. complying with applicable state and local utility damage prevention Laws and Regulations;

3. verifying the actual location of those Underground Facilities shown or indicated in the Contract Documents as being within the area affected by the Work, by exposing such Underground Facilities during the course of construction;
 4. coordination of the Work with the owners (including Owner) of such Underground Facilities, during construction; and
 5. the safety and protection of all existing Underground Facilities at the Site, and repairing any damage thereto resulting from the Work.
- B. *Notice by Contractor:* If Contractor believes that an Underground Facility that is uncovered or revealed at the Site was not shown or indicated on the Drawings, or was not shown or indicated on the Drawings with reasonable accuracy, then Contractor shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), notify Owner and Engineer in writing regarding such Underground Facility.
- C. *Engineer's Review:* Engineer will:
1. promptly review the Underground Facility and conclude whether such Underground Facility was not shown or indicated on the Drawings, or was not shown or indicated with reasonable accuracy;
 2. identify and communicate with the owner of the Underground Facility; prepare recommendations to Owner (and if necessary issue any preliminary instructions to Contractor) regarding the Contractor's resumption of Work in connection with the Underground Facility in question;
 3. obtain any pertinent cost or schedule information from Contractor; determine the extent, if any, to which a change is required in the Drawings or Specifications to reflect and document the consequences of the existence or location of the Underground Facility; and
 4. advise Owner in writing of Engineer's findings, conclusions, and recommendations.
- During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.
- D. *Owner's Statement to Contractor Regarding Underground Facility:* After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the Underground Facility in question addressing the resumption of Work in connection with such Underground Facility, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations in whole or in part.
- E. *Early Resumption of Work:* If at any time Engineer determines that Work in connection with the Underground Facility may resume prior to completion of Engineer's review or Owner's issuance of its statement to Contractor, because the Underground Facility in question and conditions affected by its presence have been adequately documented, and analyzed on a preliminary basis, then the Engineer may at its discretion instruct Contractor to resume such Work.
- F. *Possible Price and Times Adjustments*
1. Contractor shall be entitled to an equitable adjustment in the Contract Price or Contract Times, to the extent that any existing Underground Facility at the Site that was not shown

or indicated on the Drawings, or was not shown or indicated with reasonable accuracy, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:

- a. With respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03;
 - b. Contractor's entitlement to an adjustment of the Contract Times is subject to the provisions of Paragraphs 4.05.D and 4.05.E; and
 - c. Contractor gave the notice required in Paragraph 5.05.B.
2. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, then any such adjustment will be set forth in a Change Order.
 3. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the Underground Facility in question.
 4. The information and data shown or indicated on the Drawings with respect to existing Underground Facilities at the Site is based on information and data (a) furnished by the owners of such Underground Facilities, or by others, (b) obtained from available records, or (c) gathered in an investigation conducted in accordance with the current edition of ASCE 38, Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data, by the American Society of Civil Engineers. If such information or data is incorrect or incomplete, Contractor's remedies are limited to those set forth in this Paragraph 5.05.F.

5.06 Hazardous Environmental Conditions at Site

A. Reports and Drawings: The Supplementary Conditions identify:

1. those reports known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site;
2. drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site; and
3. Technical Data contained in such reports and drawings.

B. Reliance by Contractor on Technical Data Authorized: Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely on the accuracy of the Technical Data as defined in Paragraph 1.01.A.46.b. Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, with respect to:

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures

- of construction to be employed by Contractor, and safety precautions and programs incident thereto;
2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or
 3. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions or information.
- C. Contractor shall not be responsible for removing or remediating any Hazardous Environmental Condition encountered, uncovered, or revealed at the Site unless such removal or remediation is expressly identified in the Contract Documents to be within the scope of the Work.
- D. Contractor shall be responsible for controlling, containing, and duly removing all Constituents of Concern brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible, and for any associated costs; and for the costs of removing and remediating any Hazardous Environmental Condition created by the presence of any such Constituents of Concern.
- E. If Contractor encounters, uncovers, or reveals a Hazardous Environmental Condition whose removal or remediation is not expressly identified in the Contract Documents as being within the scope of the Work, or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, then Contractor shall immediately: (1) secure or otherwise isolate such condition; (2) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 7.15); and (3) notify Owner and Engineer (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any. Promptly after consulting with Engineer, Owner shall take such actions as are necessary to permit Owner to timely obtain required permits and provide Contractor the written notice required by Paragraph 5.06.F. If Contractor or anyone for whom Contractor is responsible created the Hazardous Environmental Condition in question, then Owner may remove and remediate the Hazardous Environmental Condition, and impose a set-off against payments to account for the associated costs.
- F. Contractor shall not resume Work in connection with such Hazardous Environmental Condition or in any affected area until after Owner has obtained any required permits related thereto, and delivered written notice to Contractor either (1) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work, or (2) specifying any special conditions under which such Work may be resumed safely.
- G. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, as a result of such Work stoppage, such special conditions under which Work is agreed to be resumed by Contractor, or any costs or expenses incurred in response to the Hazardous Environmental Condition, then within 30 days of Owner's written notice regarding the resumption of Work, Contractor may submit a Change Proposal, or Owner may impose a set-off. Entitlement to any such adjustment is subject to the provisions of Paragraphs 4.05.D, 4.05.E, 11.07, and 11.08.
- H. If, after receipt of such written notice, Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special

conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work, following the contractual change procedures in Article 11. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 8.

- I. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition (1) was not shown or indicated in the Drawings, Specifications, or other Contract Documents, identified as Technical Data entitled to limited reliance pursuant to Paragraph 5.06.B, or identified in the Contract Documents to be included within the scope of the Work, and (2) was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.I obligates Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.
- J. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the failure to control, contain, or remove a Constituent of Concern brought to the Site by Contractor or by anyone for whom Contractor is responsible, or to a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.J obligates Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.
- K. The provisions of Paragraphs 5.03, 5.04, and 5.05 do not apply to the presence of Constituents of Concern or to a Hazardous Environmental Condition uncovered or revealed at the Site.

ARTICLE 6—BONDS AND INSURANCE

6.01 *Performance, Payment, and Other Bonds*

- A. Contractor shall furnish a performance bond and a payment bond, each in an amount at least equal to the Contract Price, as security for the faithful performance and payment of Contractor's obligations under the Contract. These bonds must remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified in Paragraph 15.08, whichever is later, except as provided otherwise by Laws or Regulations, the terms of a prescribed bond form, the Supplementary Conditions, or other provisions of the Contract.
- B. Contractor shall also furnish such other bonds (if any) as are required by the Supplementary Conditions or other provisions of the Contract.
- C. All bonds must be in the form included in the Bidding Documents or otherwise specified by Owner prior to execution of the Contract, except as provided otherwise by Laws or

Regulations, and must be issued and signed by a surety named in "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Department Circular 570 (as amended and supplemented) by the Bureau of the Fiscal Service, U.S. Department of the Treasury. A bond signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority must show that it is effective on the date the agent or attorney-in-fact signed the accompanying bond.

- D. Contractor shall obtain the required bonds from surety companies that are duly licensed or authorized, in the state or jurisdiction in which the Project is located, to issue bonds in the required amounts.
- E. If the surety on a bond furnished by Contractor is declared bankrupt or becomes insolvent, or the surety ceases to meet the requirements above, then Contractor shall promptly notify Owner and Engineer in writing and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which must comply with the bond and surety requirements above.
- F. If Contractor has failed to obtain a required bond, Owner may exclude the Contractor from the Site and exercise Owner's termination rights under Article 16.
- G. Upon request to Owner from any Subcontractor, Supplier, or other person or entity claiming to have furnished labor, services, materials, or equipment used in the performance of the Work, Owner shall provide a copy of the payment bond to such person or entity.
- H. Upon request to Contractor from any Subcontractor, Supplier, or other person or entity claiming to have furnished labor, services, materials, or equipment used in the performance of the Work, Contractor shall provide a copy of the payment bond to such person or entity.

6.02 *Insurance—General Provisions*

- A. Owner and Contractor shall obtain and maintain insurance as required in this article and in the Supplementary Conditions.
- B. All insurance required by the Contract to be purchased and maintained by Owner or Contractor shall be obtained from insurance companies that are duly licensed or authorized in the state or jurisdiction in which the Project is located to issue insurance policies for the required limits and coverages. Unless a different standard is indicated in the Supplementary Conditions, all companies that provide insurance policies required under this Contract shall have an A.M. Best rating of A-VII or better.
- C. Alternative forms of insurance coverage, including but not limited to self-insurance and "Occupational Accident and Excess Employer's Indemnity Policies," are not sufficient to meet the insurance requirements of this Contract, unless expressly allowed in the Supplementary Conditions.
- D. Contractor shall deliver to Owner, with copies to each additional insured identified in the Contract, certificates of insurance and endorsements establishing that Contractor has obtained and is maintaining the policies and coverages required by the Contract. Upon request by Owner or any other insured, Contractor shall also furnish other evidence of such required insurance, including but not limited to copies of policies, documentation of applicable self-insured retentions (if allowed) and deductibles, full disclosure of all relevant exclusions, and evidence of insurance required to be purchased and maintained by

Subcontractors or Suppliers. In any documentation furnished under this provision, Contractor, Subcontractors, and Suppliers may block out (redact) (1) any confidential premium or pricing information and (2) any wording specific to a project or jurisdiction other than those applicable to this Contract.

- E. Owner shall deliver to Contractor, with copies to each additional insured identified in the Contract, certificates of insurance and endorsements establishing that Owner has obtained and is maintaining the policies and coverages required of Owner by the Contract (if any). Upon request by Contractor or any other insured, Owner shall also provide other evidence of such required insurance (if any), including but not limited to copies of policies, documentation of applicable self-insured retentions (if allowed) and deductibles, and full disclosure of all relevant exclusions. In any documentation furnished under this provision, Owner may block out (redact) (1) any confidential premium or pricing information and (2) any wording specific to a project or jurisdiction other than those relevant to this Contract.
- F. Failure of Owner or Contractor to demand such certificates or other evidence of the other party's full compliance with these insurance requirements, or failure of Owner or Contractor to identify a deficiency in compliance from the evidence provided, will not be construed as a waiver of the other party's obligation to obtain and maintain such insurance.
- G. In addition to the liability insurance required to be provided by Contractor, the Owner, at Owner's option, may purchase and maintain Owner's own liability insurance. Owner's liability policies, if any, operate separately and independently from policies required to be provided by Contractor, and Contractor cannot rely upon Owner's liability policies for any of Contractor's obligations to the Owner, Engineer, or third parties.
- H. Contractor shall require:
 - 1. Subcontractors to purchase and maintain worker's compensation, commercial general liability, and other insurance that is appropriate for their participation in the Project, and to name as additional insureds Owner and Engineer (and any other individuals or entities identified in the Supplementary Conditions as additional insureds on Contractor's liability policies) on each Subcontractor's commercial general liability insurance policy; and
 - 2. Suppliers to purchase and maintain insurance that is appropriate for their participation in the Project.
- I. If either party does not purchase or maintain the insurance required of such party by the Contract, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage.
- J. If Contractor has failed to obtain and maintain required insurance, Contractor's entitlement to enter or remain at the Site will end immediately, and Owner may impose an appropriate set-off against payment for any associated costs (including but not limited to the cost of purchasing necessary insurance coverage), and exercise Owner's termination rights under Article 16.
- K. Without prejudice to any other right or remedy, if a party has failed to obtain required insurance, the other party may elect (but is in no way obligated) to obtain equivalent insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and the Contract Price will be adjusted accordingly.

- L. Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Contractor or Contractor's interests. Contractor is responsible for determining whether such coverage and limits are adequate to protect its interests, and for obtaining and maintaining any additional insurance that Contractor deems necessary.
- M. The insurance and insurance limits required herein will not be deemed as a limitation on Contractor's liability, or that of its Subcontractors or Suppliers, under the indemnities granted to Owner and other individuals and entities in the Contract or otherwise.
- N. All the policies of insurance required to be purchased and maintained under this Contract will contain a provision or endorsement that the coverage afforded will not be canceled, or renewal refused, until at least 10 days prior written notice has been given to the purchasing policyholder. Within three days of receipt of any such written notice, the purchasing policyholder shall provide a copy of the notice to each other insured and Engineer.

6.03 *Contractor's Insurance*

- A. *Required Insurance:* Contractor shall purchase and maintain Worker's Compensation, Commercial General Liability, and other insurance pursuant to the specific requirements of the Supplementary Conditions.
- B. *General Provisions:* The policies of insurance required by this Paragraph 6.03 as supplemented must:
 - 1. include at least the specific coverages required;
 - 2. be written for not less than the limits provided, or those required by Laws or Regulations, whichever is greater;
 - 3. remain in effect at least until the Work is complete (as set forth in Paragraph 15.06.D), and longer if expressly required elsewhere in this Contract, and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work as a warranty or correction obligation, or otherwise, or returning to the Site to conduct other tasks arising from the Contract;
 - 4. apply with respect to the performance of the Work, whether such performance is by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable; and
 - 5. include all necessary endorsements to support the stated requirements.
- C. *Additional Insureds:* The Contractor's commercial general liability, automobile liability, employer's liability, umbrella or excess, pollution liability, and unmanned aerial vehicle liability policies, if required by this Contract, must:
 - 1. include and list as additional insureds Owner and Engineer, and any individuals or entities identified as additional insureds in the Supplementary Conditions;
 - 2. include coverage for the respective officers, directors, members, partners, employees, and consultants of all such additional insureds;
 - 3. afford primary coverage to these additional insureds for all claims covered thereby (including as applicable those arising from both ongoing and completed operations);

4. not seek contribution from insurance maintained by the additional insured; and
5. as to commercial general liability insurance, apply to additional insureds with respect to liability caused in whole or in part by Contractor's acts or omissions, or the acts and omissions of those working on Contractor's behalf, in the performance of Contractor's operations.

6.04 *Builder's Risk and Other Property Insurance*

- A. *Builder's Risk*: Unless otherwise provided in the Supplementary Conditions, Contractor shall purchase and maintain builder's risk insurance upon the Work on a completed value basis, in the amount of the Work's full insurable replacement cost (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). The specific requirements applicable to the builder's risk insurance are set forth in the Supplementary Conditions.
- B. *Property Insurance for Facilities of Owner Where Work Will Occur*: Owner is responsible for obtaining and maintaining property insurance covering each existing structure, building, or facility in which any part of the Work will occur, or to which any part of the Work will attach or be adjoined. Such property insurance will be written on a special perils (all-risk) form, on a replacement cost basis, providing coverage consistent with that required for the builder's risk insurance, and will be maintained until the Work is complete, as set forth in Paragraph 15.06.D.
- C. *Property Insurance for Substantially Complete Facilities*: Promptly after Substantial Completion, and before actual occupancy or use of the substantially completed Work, Owner will obtain property insurance for such substantially completed Work, and maintain such property insurance at least until the Work is complete, as set forth in Paragraph 15.06.D. Such property insurance will be written on a special perils (all-risk) form, on a replacement cost basis, and provide coverage consistent with that required for the builder's risk insurance. The builder's risk insurance may terminate upon written confirmation of Owner's procurement of such property insurance.
- D. *Partial Occupancy or Use by Owner*: If Owner will occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work, as provided in Paragraph 15.04, then Owner (directly, if it is the purchaser of the builder's risk policy, or through Contractor) will provide advance notice of such occupancy or use to the builder's risk insurer, and obtain an endorsement consenting to the continuation of coverage prior to commencing such partial occupancy or use.
- E. *Insurance of Other Property; Additional Insurance*: If the express insurance provisions of the Contract do not require or address the insurance of a property item or interest, then the entity or individual owning such property item will be responsible for insuring it. If Contractor elects to obtain other special insurance to be included in or supplement the builder's risk or property insurance policies provided under this Paragraph 6.04, it may do so at Contractor's expense.

6.05 *Property Losses; Subrogation*

- A. The builder's risk insurance policy purchased and maintained in accordance with Paragraph 6.04 (or an installation floater policy if authorized by the Supplementary Conditions), will contain provisions to the effect that in the event of payment of any loss or damage the insurer will have no rights of recovery against any insureds thereunder, or against

Engineer or its consultants, or their officers, directors, members, partners, employees, agents, consultants, or subcontractors.

1. Owner and Contractor waive all rights against each other and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils, risks, or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Engineer, its consultants, all individuals or entities identified in the Supplementary Conditions as builder's risk or installation floater insureds, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, under such policies for losses and damages so caused.
 2. None of the above waivers extends to the rights that any party making such waiver may have to the proceeds of insurance held by Owner or Contractor as trustee or fiduciary, or otherwise payable under any policy so issued.
- B. Any property insurance policy maintained by Owner covering any loss, damage, or consequential loss to Owner's existing structures, buildings, or facilities in which any part of the Work will occur, or to which any part of the Work will attach or adjoin; to adjacent structures, buildings, or facilities of Owner; or to part or all of the completed or substantially completed Work, during partial occupancy or use pursuant to Paragraph 15.04, after Substantial Completion pursuant to Paragraph 15.03, or after final payment pursuant to Paragraph 15.06, will contain provisions to the effect that in the event of payment of any loss or damage the insurer will have no rights of recovery against any insureds thereunder, or against Contractor, Subcontractors, or Engineer, or the officers, directors, members, partners, employees, agents, consultants, or subcontractors of each and any of them, and that the insured is allowed to waive the insurer's rights of subrogation in a written contract executed prior to the loss, damage, or consequential loss.
1. Owner waives all rights against Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from fire or any of the perils, risks, or causes of loss covered by such policies.
- C. The waivers in this Paragraph 6.05 include the waiver of rights due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Owner's property or the Work caused by, arising out of, or resulting from fire or other insured peril, risk, or cause of loss.
- D. Contractor shall be responsible for assuring that each Subcontract contains provisions whereby the Subcontractor waives all rights against Owner, Contractor, all individuals or entities identified in the Supplementary Conditions as insureds, the Engineer and its consultants, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, relating to, or resulting from fire or other peril, risk, or cause of loss covered by builder's risk insurance, installation floater, and any other property insurance applicable to the Work.

6.06 *Receipt and Application of Property Insurance Proceeds*

- A. Any insured loss under the builder's risk and other policies of property insurance required by Paragraph 6.04 will be adjusted and settled with the named insured that purchased the policy. Such named insured shall act as fiduciary for the other insureds, and give notice to such other insureds that adjustment and settlement of a claim is in progress. Any other insured may state its position regarding a claim for insured loss in writing within 15 days after notice of such claim.
- B. Proceeds for such insured losses may be made payable by the insurer either jointly to multiple insureds, or to the named insured that purchased the policy in its own right and as fiduciary for other insureds, subject to the requirements of any applicable mortgage clause. A named insured receiving insurance proceeds under the builder's risk and other policies of insurance required by Paragraph 6.04 shall maintain such proceeds in a segregated account, and distribute such proceeds in accordance with such agreement as the parties in interest may reach, or as otherwise required under the dispute resolution provisions of this Contract or applicable Laws and Regulations.
- C. If no other special agreement is reached, Contractor shall repair or replace the damaged Work, using allocated insurance proceeds.

ARTICLE 7—CONTRACTOR'S RESPONSIBILITIES

7.01 *Contractor's Means and Methods of Construction*

- A. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction.
- B. If the Contract Documents note, or Contractor determines, that professional engineering or other design services are needed to carry out Contractor's responsibilities for construction means, methods, techniques, sequences, and procedures, or for Site safety, then Contractor shall cause such services to be provided by a properly licensed design professional, at Contractor's expense. Such services are not Owner-delegated professional design services under this Contract, and neither Owner nor Engineer has any responsibility with respect to (1) Contractor's determination of the need for such services, (2) the qualifications or licensing of the design professionals retained or employed by Contractor, (3) the performance of such services, or (4) any errors, omissions, or defects in such services.

7.02 *Supervision and Superintendence*

- A. Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents.
- B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who will not be replaced without written notice to Owner and Engineer except under extraordinary circumstances.

7.03 *Labor; Working Hours*

- A. Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor shall maintain good discipline and order at the Site.

- B. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of Contractor's employees; of Suppliers and Subcontractors, and their employees; and of any other individuals or entities performing or furnishing any of the Work, just as Contractor is responsible for Contractor's own acts and omissions.
- C. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site will be performed during regular working hours, Monday through Friday. Contractor will not perform Work on a Saturday, Sunday, or any legal holiday. Contractor may perform Work outside regular working hours or on Saturdays, Sundays, or legal holidays only with Owner's written consent, which will not be unreasonably withheld.

7.04 *Services, Materials, and Equipment*

- A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start up, and completion of the Work, whether or not such items are specifically called for in the Contract Documents.
- B. All materials and equipment incorporated into the Work must be new and of good quality, except as otherwise provided in the Contract Documents. All special warranties and guarantees required by the Specifications will expressly run to the benefit of Owner. If required by Engineer, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.
- C. All materials and equipment must be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

7.05 *"Or Equals"*

- A. *Contractor's Request; Governing Criteria:* Whenever an item of equipment or material is specified or described in the Contract Documents by using the names of one or more proprietary items or specific Suppliers, the Contract Price has been based upon Contractor furnishing such item as specified. The specification or description of such an item is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or equal" item is permitted, Contractor may request that Engineer authorize the use of other items of equipment or material, or items from other proposed Suppliers, under the circumstances described below.
 - 1. If Engineer in its sole discretion determines that an item of equipment or material proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, Engineer will deem it an "or equal" item. For the purposes of this paragraph, a proposed item of equipment or material will be considered functionally equal to an item so named if:
 - a. In the exercise of reasonable judgment Engineer determines that the proposed item:
 - 1) is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;

- 2) will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole;
 - 3) has a proven record of performance and availability of responsive service; and
 - 4) is not objectionable to Owner.
- b. Contractor certifies that, if the proposed item is approved and incorporated into the Work:
- 1) there will be no increase in cost to the Owner or increase in Contract Times; and
 - 2) the item will conform substantially to the detailed requirements of the item named in the Contract Documents.
- B. *Contractor's Expense:* Contractor shall provide all data in support of any proposed "or equal" item at Contractor's expense.
- C. *Engineer's Evaluation and Determination:* Engineer will be allowed a reasonable time to evaluate each "or-equal" request. Engineer may require Contractor to furnish additional data about the proposed "or-equal" item. Engineer will be the sole judge of acceptability. No "or-equal" item will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an "or-equal," which will be evidenced by an approved Shop Drawing or other written communication. Engineer will advise Contractor in writing of any negative determination.
- D. *Effect of Engineer's Determination:* Neither approval nor denial of an "or-equal" request will result in any change in Contract Price. The Engineer's denial of an "or-equal" request will be final and binding, and may not be reversed through an appeal under any provision of the Contract.
- E. *Treatment as a Substitution Request:* If Engineer determines that an item of equipment or material proposed by Contractor does not qualify as an "or-equal" item, Contractor may request that Engineer consider the item a proposed substitute pursuant to Paragraph 7.06.

7.06 Substitutes

- A. *Contractor's Request; Governing Criteria:* Unless the specification or description of an item of equipment or material required to be furnished under the Contract Documents contains or is followed by words reading that no substitution is permitted, Contractor may request that Engineer authorize the use of other items of equipment or material under the circumstances described below. To the extent possible such requests must be made before commencement of related construction at the Site.
1. Contractor shall submit sufficient information as provided below to allow Engineer to determine if the item of material or equipment proposed is functionally equivalent to that named and an acceptable substitute therefor. Engineer will not accept requests for review of proposed substitute items of equipment or material from anyone other than Contractor.
 2. The requirements for review by Engineer will be as set forth in Paragraph 7.06.B, as supplemented by the Specifications, and as Engineer may decide is appropriate under the circumstances.

3. Contractor shall make written application to Engineer for review of a proposed substitute item of equipment or material that Contractor seeks to furnish or use. The application:
 - a. will certify that the proposed substitute item will:
 - 1) perform adequately the functions and achieve the results called for by the general design;
 - 2) be similar in substance to the item specified; and
 - 3) be suited to the same use as the item specified.
 - b. will state:
 - 1) the extent, if any, to which the use of the proposed substitute item will necessitate a change in Contract Times;
 - 2) whether use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for other work on the Project) to adapt the design to the proposed substitute item; and
 - 3) whether incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty.
 - c. will identify:
 - 1) all variations of the proposed substitute item from the item specified; and
 - 2) available engineering, sales, maintenance, repair, and replacement services.
 - d. will contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including but not limited to changes in Contract Price, shared savings, costs of redesign, and claims of other contractors affected by any resulting change.
- B. *Engineer's Evaluation and Determination:* Engineer will be allowed a reasonable time to evaluate each substitute request, and to obtain comments and direction from Owner. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No substitute will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an acceptable substitute. Engineer's determination will be evidenced by a Field Order or a proposed Change Order accounting for the substitution itself and all related impacts, including changes in Contract Price or Contract Times. Engineer will advise Contractor in writing of any negative determination.
- C. *Special Guarantee:* Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.
- D. *Reimbursement of Engineer's Cost:* Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor. Whether or not Engineer approves a substitute so proposed or submitted by Contractor, Contractor shall reimburse Owner for the reasonable charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the reasonable charges of Engineer for making changes in the Contract Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute.

- E. *Contractor's Expense:* Contractor shall provide all data in support of any proposed substitute at Contractor's expense.
- F. *Effect of Engineer's Determination:* If Engineer approves the substitution request, Contractor shall execute the proposed Change Order and proceed with the substitution. The Engineer's denial of a substitution request will be final and binding, and may not be reversed through an appeal under any provision of the Contract. Contractor may challenge the scope of reimbursement costs imposed under Paragraph 7.06.D, by timely submittal of a Change Proposal.

7.07 *Concerning Subcontractors and Suppliers*

- A. Contractor may retain Subcontractors and Suppliers for the performance of parts of the Work. Such Subcontractors and Suppliers must be acceptable to Owner. The Contractor's retention of a Subcontractor or Supplier for the performance of parts of the Work will not relieve Contractor's obligation to Owner to perform and complete the Work in accordance with the Contract Documents.
- B. Contractor shall retain specific Subcontractors and Suppliers for the performance of designated parts of the Work if required by the Contract to do so.
- C. Subsequent to the submittal of Contractor's Bid or final negotiation of the terms of the Contract, Owner may not require Contractor to retain any Subcontractor or Supplier to furnish or perform any of the Work against which Contractor has reasonable objection.
- D. Prior to entry into any binding subcontract or purchase order, Contractor shall submit to Owner the identity of the proposed Subcontractor or Supplier (unless Owner has already deemed such proposed Subcontractor or Supplier acceptable during the bidding process or otherwise). Such proposed Subcontractor or Supplier shall be deemed acceptable to Owner unless Owner raises a substantive, reasonable objection within 5 days.
- E. Owner may require the replacement of any Subcontractor or Supplier. Owner also may require Contractor to retain specific replacements; provided, however, that Owner may not require a replacement to which Contractor has a reasonable objection. If Contractor has submitted the identity of certain Subcontractors or Suppliers for acceptance by Owner, and Owner has accepted it (either in writing or by failing to make written objection thereto), then Owner may subsequently revoke the acceptance of any such Subcontractor or Supplier so identified solely on the basis of substantive, reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor or Supplier.
- F. If Owner requires the replacement of any Subcontractor or Supplier retained by Contractor to perform any part of the Work, then Contractor shall be entitled to an adjustment in Contract Price or Contract Times, with respect to the replacement; and Contractor shall initiate a Change Proposal for such adjustment within 30 days of Owner's requirement of replacement.
- G. No acceptance by Owner of any such Subcontractor or Supplier, whether initially or as a replacement, will constitute a waiver of the right of Owner to the completion of the Work in accordance with the Contract Documents.

- H. On a monthly basis, Contractor shall submit to Engineer a complete list of all Subcontractors and Suppliers having a direct contract with Contractor, and of all other Subcontractors and Suppliers known to Contractor at the time of submittal.
- I. Contractor shall be solely responsible for scheduling and coordinating the work of Subcontractors and Suppliers.
- J. The divisions and sections of the Specifications and the identifications of any Drawings do not control Contractor in dividing the Work among Subcontractors or Suppliers, or in delineating the Work to be performed by any specific trade.
- K. All Work performed for Contractor by a Subcontractor or Supplier must be pursuant to an appropriate contractual agreement that specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract for the benefit of Owner and Engineer.
- L. Owner may furnish to any Subcontractor or Supplier, to the extent practicable, information about amounts paid to Contractor for Work performed for Contractor by the Subcontractor or Supplier.
- M. Contractor shall restrict all Subcontractors and Suppliers from communicating with Engineer or Owner, except through Contractor or in case of an emergency, or as otherwise expressly allowed in this Contract.

7.08 *Patent Fees and Royalties*

- A. Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If an invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if, to the actual knowledge of Owner or Engineer, its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights will be disclosed in the Contract Documents.
- B. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, and its officers, directors, members, partners, employees, agents, consultants, and subcontractors, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device specified in the Contract Documents, but not identified as being subject to payment of any license fee or royalty to others required by patent rights or copyrights.
- C. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents.

7.09 *Permits*

- A. Unless otherwise provided in the Contract Documents, Contractor shall obtain and pay for all construction permits, licenses, and certificates of occupancy. Owner shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work which are applicable at the time of the submission of Contractor's Bid (or when Contractor became bound under a negotiated contract). Owner shall pay all charges of utility owners for connections for providing permanent service to the Work.

7.10 *Taxes*

- A. Contractor shall pay all sales, consumer, use, and other similar taxes required to be paid by Contractor in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.

7.11 *Laws and Regulations*

- A. Contractor shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the Work. Neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.
- B. If Contractor performs any Work or takes any other action knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all resulting costs and losses, and shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work or other action. It is not Contractor's responsibility to make certain that the Work described in the Contract Documents is in accordance with Laws and Regulations, but this does not relieve Contractor of its obligations under Paragraph 3.03.
- C. Owner or Contractor may give written notice to the other party of any changes after the submission of Contractor's Bid (or after the date when Contractor became bound under a negotiated contract) in Laws or Regulations having an effect on the cost or time of performance of the Work, including but not limited to changes in Laws or Regulations having an effect on procuring permits and on sales, use, value-added, consumption, and other similar taxes. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times resulting from such changes, then within 30 days of such written notice Contractor may submit a Change Proposal, or Owner may initiate a Claim.

7.12 *Record Documents*

- A. Contractor shall maintain in a safe place at the Site one printed record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, written interpretations and clarifications, and approved Shop Drawings. Contractor shall keep such record documents in good order and annotate them to show changes made during construction. These record documents, together with all approved Samples, will be available to Engineer for reference. Upon completion of the Work, Contractor shall deliver these record documents to Engineer.

7.13 *Safety and Protection*

- A. Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. Such responsibility does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with applicable safety Laws and Regulations.
- B. Contractor shall designate a qualified and experienced safety representative whose duties and responsibilities are the prevention of Work-related accidents and the maintenance and supervision of safety precautions and programs.
- C. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:
 - 1. all persons on the Site or who may be affected by the Work;
 - 2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and
 - 3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, other work in progress, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.
- D. All damage, injury, or loss to any property referred to in Paragraph 7.13.C.2 or 7.13.C.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor at its expense (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner or Engineer or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).
- E. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection.
- F. Contractor shall notify Owner; the owners of adjacent property; the owners of Underground Facilities and other utilities (if the identity of such owners is known to Contractor); and other contractors and utility owners performing work at or adjacent to the Site, in writing, when Contractor knows that prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property or work in progress.
- G. Contractor shall comply with the applicable requirements of Owner's safety programs, if any. Any Owner's safety programs that are applicable to the Work are identified or included in the Supplementary Conditions or Specifications.
- H. Contractor shall inform Owner and Engineer of the specific requirements of Contractor's safety program with which Owner's and Engineer's employees and representatives must comply while at the Site.

- I. Contractor's duties and responsibilities for safety and protection will continue until all the Work is completed, Engineer has issued a written notice to Owner and Contractor in accordance with Paragraph 15.06.C that the Work is acceptable, and Contractor has left the Site (except as otherwise expressly provided in connection with Substantial Completion).
- J. Contractor's duties and responsibilities for safety and protection will resume whenever Contractor or any Subcontractor or Supplier returns to the Site to fulfill warranty or correction obligations, or to conduct other tasks arising from the Contract Documents.

7.14 *Hazard Communication Programs*

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

7.15 *Emergencies*

- A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor is obligated to act to prevent damage, injury, or loss. Contractor shall give Engineer prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused by an emergency, or are required as a result of Contractor's response to an emergency. If Engineer determines that a change in the Contract Documents is required because of an emergency or Contractor's response, a Work Change Directive or Change Order will be issued.

7.16 *Submittals*

A. *Shop Drawing and Sample Requirements*

- 1. Before submitting a Shop Drawing or Sample, Contractor shall:
 - a. review and coordinate the Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents;
 - b. determine and verify:
 - 1) all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect to the Submittal;
 - 2) the suitability of all materials and equipment offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and
 - 3) all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto;
 - c. confirm that the Submittal is complete with respect to all related data included in the Submittal.
- 2. Each Shop Drawing or Sample must bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review of that Submittal, and that Contractor approves the Submittal.

3. With each Shop Drawing or Sample, Contractor shall give Engineer specific written notice of any variations that the Submittal may have from the requirements of the Contract Documents. This notice must be set forth in a written communication separate from the Submittal; and, in addition, in the case of a Shop Drawing by a specific notation made on the Shop Drawing itself.
- B. *Submittal Procedures for Shop Drawings and Samples:* Contractor shall label and submit Shop Drawings and Samples to Engineer for review and approval in accordance with the accepted Schedule of Submittals.
1. *Shop Drawings*
 - a. Contractor shall submit the number of copies required in the Specifications.
 - b. Data shown on the Shop Drawings must be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Contractor proposes to provide, and to enable Engineer to review the information for the limited purposes required by Paragraph 7.16.C.
 2. *Samples*
 - a. Contractor shall submit the number of Samples required in the Specifications.
 - b. Contractor shall clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer may require to enable Engineer to review the Submittal for the limited purposes required by Paragraph 7.16.C.
 3. Where a Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals, any related Work performed prior to Engineer's review and approval of the pertinent submittal will be at the sole expense and responsibility of Contractor.
- C. *Engineer's Review of Shop Drawings and Samples*
1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the accepted Schedule of Submittals. Engineer's review and approval will be only to determine if the items covered by the Submittals will, after installation or incorporation in the Work, comply with the requirements of the Contract Documents, and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.
 2. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction, or to safety precautions or programs incident thereto.
 3. Engineer's review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.
 4. Engineer's review and approval of a Shop Drawing or Sample will not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 7.16.A.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer will

document any such approved variation from the requirements of the Contract Documents in a Field Order or other appropriate Contract modification.

5. Engineer's review and approval of a Shop Drawing or Sample will not relieve Contractor from responsibility for complying with the requirements of Paragraphs 7.16.A and B.
6. Engineer's review and approval of a Shop Drawing or Sample, or of a variation from the requirements of the Contract Documents, will not, under any circumstances, change the Contract Times or Contract Price, unless such changes are included in a Change Order.
7. Neither Engineer's receipt, review, acceptance, or approval of a Shop Drawing or Sample will result in such item becoming a Contract Document.
8. Contractor shall perform the Work in compliance with the requirements and commitments set forth in approved Shop Drawings and Samples, subject to the provisions of Paragraph 7.16.C.4.

D. Resubmittal Procedures for Shop Drawings and Samples

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

E. Submittals Other than Shop Drawings, Samples, and Owner-Delegated Designs

1. The following provisions apply to all Submittals other than Shop Drawings, Samples, and Owner-delegated designs:
 - a. Contractor shall submit all such Submittals to the Engineer in accordance with the Schedule of Submittals and pursuant to the applicable terms of the Contract Documents.
 - b. Engineer will provide timely review of all such Submittals in accordance with the Schedule of Submittals and return such Submittals with a notation of either Accepted or Not Accepted. Any such Submittal that is not returned within the time established in the Schedule of Submittals will be deemed accepted.
 - c. Engineer's review will be only to determine if the Submittal is acceptable under the requirements of the Contract Documents as to general form and content of the Submittal.

- d. If any such Submittal is not accepted, Contractor shall confer with Engineer regarding the reason for the non-acceptance, and resubmit an acceptable document.
- 2. Procedures for the submittal and acceptance of the Progress Schedule, the Schedule of Submittals, and the Schedule of Values are set forth in Paragraphs 2.03, 2.04, and 2.05.
- F. Owner-delegated Designs: Submittals pursuant to Owner-delegated designs are governed by the provisions of Paragraph 7.19.

7.17 Contractor's General Warranty and Guarantee

- A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer is entitled to rely on Contractor's warranty and guarantee.
- B. Owner's rights under this warranty and guarantee are in addition to, and are not limited by, Owner's rights under the correction period provisions of Paragraph 15.08. The time in which Owner may enforce its warranty and guarantee rights under this Paragraph 7.17 is limited only by applicable Laws and Regulations restricting actions to enforce such rights; provided, however, that after the end of the correction period under Paragraph 15.08:
 - 1. Owner shall give Contractor written notice of any defective Work within 60 days of the discovery that such Work is defective; and
 - 2. Such notice will be deemed the start of an event giving rise to a Claim under Paragraph 12.01.B, such that any related Claim must be brought within 30 days of the notice.
- C. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:
 - 1. abuse, or improper modification, maintenance, or operation, by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or
 - 2. normal wear and tear under normal usage.
- D. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents is absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents, a release of Contractor's obligation to perform the Work in accordance with the Contract Documents, or a release of Owner's warranty and guarantee rights under this Paragraph 7.17:
 - 1. Observations by Engineer;
 - 2. Recommendation by Engineer or payment by Owner of any progress or final payment;
 - 3. The issuance of a certificate of Substantial Completion by Engineer or any payment related thereto by Owner;
 - 4. Use or occupancy of the Work or any part thereof by Owner;
 - 5. Any review and approval of a Shop Drawing or Sample submittal;
 - 6. The issuance of a notice of acceptability by Engineer;
 - 7. The end of the correction period established in Paragraph 15.08;
 - 8. Any inspection, test, or approval by others; or

9. Any correction of defective Work by Owner.
- E. If the Contract requires the Contractor to accept the assignment of a contract entered into by Owner, then the specific warranties, guarantees, and correction obligations contained in the assigned contract will govern with respect to Contractor's performance obligations to Owner for the Work described in the assigned contract.

7.18 Indemnification

- A. To the fullest extent permitted by Laws and Regulations, and in addition to any other obligations of Contractor under the Contract or otherwise, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, from losses, damages, costs, and judgments (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising from third-party claims or actions relating to or resulting from the performance or furnishing of the Work, provided that any such claim, action, loss, cost, judgment or damage is attributable to bodily injury, sickness, disease, or death, or to damage to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable.
- B. In any and all claims against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 7.18.A will not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.

7.19 Delegation of Professional Design Services

- A. Owner may require Contractor to provide professional design services for a portion of the Work by express delegation in the Contract Documents. Such delegation will specify the performance and design criteria that such services must satisfy, and the Submittals that Contractor must furnish to Engineer with respect to the Owner-delegated design.
- B. Contractor shall cause such Owner-delegated professional design services to be provided pursuant to the professional standard of care by a properly licensed design professional, whose signature and seal must appear on all drawings, calculations, specifications, certifications, and Submittals prepared by such design professional. Such design professional must issue all certifications of design required by Laws and Regulations.
- C. If a Shop Drawing or other Submittal related to the Owner-delegated design is prepared by Contractor, a Subcontractor, or others for submittal to Engineer, then such Shop Drawing or other Submittal must bear the written approval of Contractor's design professional when submitted by Contractor to Engineer.

- D. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy, and completeness of the services, certifications, and approvals performed or provided by the design professionals retained or employed by Contractor under an Owner-delegated design, subject to the professional standard of care and the performance and design criteria stated in the Contract Documents.
- E. Pursuant to this Paragraph 7.19, Engineer's review, approval, and other determinations regarding design drawings, calculations, specifications, certifications, and other Submittals furnished by Contractor pursuant to an Owner-delegated design will be only for the following limited purposes:
 - 1. Checking for conformance with the requirements of this Paragraph 7.19;
 - 2. Confirming that Contractor (through its design professionals) has used the performance and design criteria specified in the Contract Documents; and
 - 3. Establishing that the design furnished by Contractor is consistent with the design concept expressed in the Contract Documents.
- F. Contractor shall not be responsible for the adequacy of performance or design criteria specified by Owner or Engineer.
- G. Contractor is not required to provide professional services in violation of applicable Laws and Regulations.

ARTICLE 8—OTHER WORK AT THE SITE

8.01 *Other Work*

- A. In addition to and apart from the Work under the Contract Documents, the Owner may perform other work at or adjacent to the Site. Such other work may be performed by Owner's employees, or through contracts between the Owner and third parties. Owner may also arrange to have third-party utility owners perform work on their utilities and facilities at or adjacent to the Site.
- B. If Owner performs other work at or adjacent to the Site with Owner's employees, or through contracts for such other work, then Owner shall give Contractor written notice thereof prior to starting any such other work. If Owner has advance information regarding the start of any third-party utility work that Owner has arranged to take place at or adjacent to the Site, Owner shall provide such information to Contractor.
- C. Contractor shall afford proper and safe access to the Site to each contractor that performs such other work, each utility owner performing other work, and Owner, if Owner is performing other work with Owner's employees, and provide a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work.
- D. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering such work; provided, however, that Contractor may cut or alter others' work with the written consent of Engineer and the others whose work will be affected.

- E. If the proper execution or results of any part of Contractor's Work depends upon work performed by others, Contractor shall inspect such other work and promptly report to Engineer in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Contractor's Work. Contractor's failure to so report will constitute an acceptance of such other work as fit and proper for integration with Contractor's Work except for latent defects and deficiencies in such other work.
- F. The provisions of this article are not applicable to work that is performed by third-party utilities or other third-party entities without a contract with Owner, or that is performed without having been arranged by Owner. If such work occurs, then any related delay, disruption, or interference incurred by Contractor is governed by the provisions of Paragraph 4.05.C.3.

8.02 *Coordination*

- A. If Owner intends to contract with others for the performance of other work at or adjacent to the Site, to perform other work at or adjacent to the Site with Owner's employees, or to arrange to have utility owners perform work at or adjacent to the Site, the following will be set forth in the Supplementary Conditions or provided to Contractor prior to the start of any such other work:
 - 1. The identity of the individual or entity that will have authority and responsibility for coordination of the activities among the various contractors;
 - 2. An itemization of the specific matters to be covered by such authority and responsibility; and
 - 3. The extent of such authority and responsibilities.
- B. Unless otherwise provided in the Supplementary Conditions, Owner shall have sole authority and responsibility for such coordination.

8.03 *Legal Relationships*

- A. If, in the course of performing other work for Owner at or adjacent to the Site, the Owner's employees, any other contractor working for Owner, or any utility owner that Owner has arranged to perform work, causes damage to the Work or to the property of Contractor or its Subcontractors, or delays, disrupts, interferes with, or increases the scope or cost of the performance of the Work, through actions or inaction, then Contractor shall be entitled to an equitable adjustment in the Contract Price or the Contract Times. Contractor must submit any Change Proposal seeking an equitable adjustment in the Contract Price or the Contract Times under this paragraph within 30 days of the damaging, delaying, disrupting, or interfering event. The entitlement to, and extent of, any such equitable adjustment will take into account information (if any) regarding such other work that was provided to Contractor in the Contract Documents prior to the submittal of the Bid or the final negotiation of the terms of the Contract, and any remedies available to Contractor under Laws or Regulations concerning utility action or inaction. When applicable, any such equitable adjustment in Contract Price will be conditioned on Contractor assigning to Owner all Contractor's rights against such other contractor or utility owner with respect to the damage, delay, disruption, or interference that is the subject of the adjustment. Contractor's entitlement to an adjustment of the Contract Times or Contract Price is subject to the provisions of Paragraphs 4.05.D and 4.05.E.

- B. Contractor shall take reasonable and customary measures to avoid damaging, delaying, disrupting, or interfering with the work of Owner, any other contractor, or any utility owner performing other work at or adjacent to the Site.
 - 1. If Contractor fails to take such measures and as a result damages, delays, disrupts, or interferes with the work of any such other contractor or utility owner, then Owner may impose a set-off against payments due Contractor, and assign to such other contractor or utility owner the Owner's contractual rights against Contractor with respect to the breach of the obligations set forth in this Paragraph 8.03.B.
 - 2. When Owner is performing other work at or adjacent to the Site with Owner's employees, Contractor shall be liable to Owner for damage to such other work, and for the reasonable direct delay, disruption, and interference costs incurred by Owner as a result of Contractor's failure to take reasonable and customary measures with respect to Owner's other work. In response to such damage, delay, disruption, or interference, Owner may impose a set-off against payments due Contractor.
- C. If Contractor damages, delays, disrupts, or interferes with the work of any other contractor, or any utility owner performing other work at or adjacent to the Site, through Contractor's failure to take reasonable and customary measures to avoid such impacts, or if any claim arising out of Contractor's actions, inactions, or negligence in performance of the Work at or adjacent to the Site is made by any such other contractor or utility owner against Contractor, Owner, or Engineer, then Contractor shall (1) promptly attempt to settle the claim as to all parties through negotiations with such other contractor or utility owner, or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law, and (2) indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against any such claims, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such damage, delay, disruption, or interference.

ARTICLE 9—OWNER'S RESPONSIBILITIES

9.01 *Communications to Contractor*

- A. Except as otherwise provided in these General Conditions, Owner shall issue all communications to Contractor through Engineer.

9.02 *Replacement of Engineer*

- A. Owner may at its discretion appoint an engineer to replace Engineer, provided Contractor makes no reasonable objection to the replacement engineer. The replacement engineer's status under the Contract Documents will be that of the former Engineer.

9.03 *Furnish Data*

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

9.04 *Pay When Due*

- A. Owner shall make payments to Contractor when they are due as provided in the Agreement.

9.05 *Lands and Easements; Reports, Tests, and Drawings*

- A. Owner's duties with respect to providing lands and easements are set forth in Paragraph 5.01.
- B. Owner's duties with respect to providing engineering surveys to establish reference points are set forth in Paragraph 4.03.
- C. Article 5 refers to Owner's identifying and making available to Contractor copies of reports of explorations and tests of conditions at the Site, and drawings of physical conditions relating to existing surface or subsurface structures at the Site.

9.06 *Insurance*

- A. Owner's responsibilities, if any, with respect to purchasing and maintaining liability and property insurance are set forth in Article 6.

9.07 *Change Orders*

- A. Owner's responsibilities with respect to Change Orders are set forth in Article 11.

9.08 *Inspections, Tests, and Approvals*

- A. Owner's responsibility with respect to certain inspections, tests, and approvals is set forth in Paragraph 14.02.B.

9.09 *Limitations on Owner's Responsibilities*

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

9.10 *Undisclosed Hazardous Environmental Condition*

- A. Owner's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in Paragraph 5.06.

9.11 *Evidence of Financial Arrangements*

- A. Upon request of Contractor, Owner shall furnish Contractor reasonable evidence that financial arrangements have been made to satisfy Owner's obligations under the Contract (including obligations under proposed changes in the Work).

9.12 *Safety Programs*

- A. While at the Site, Owner's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Owner has been informed.
- B. Owner shall furnish copies of any applicable Owner safety programs to Contractor.

ARTICLE 10—ENGINEER'S STATUS DURING CONSTRUCTION

10.01 *Owner's Representative*

- A. Engineer will be Owner's representative during the construction period. The duties and responsibilities and the limitations of authority of Engineer as Owner's representative during construction are set forth in the Contract.

10.02 *Visits to Site*

- A. Engineer will make visits to the Site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe, as an experienced and qualified design professional, the progress that has been made and the quality of the various aspects of Contractor's executed Work. Based on information obtained during such visits and observations, Engineer, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. Engineer's efforts will be directed toward providing for Owner a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, Engineer will keep Owner informed of the progress of the Work and will endeavor to guard Owner against defective Work.
- B. Engineer's visits and observations are subject to all the limitations on Engineer's authority and responsibility set forth in Paragraph 10.07. Particularly, but without limitation, during or as a result of Engineer's visits or observations of Contractor's Work, Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work.

10.03 *Resident Project Representative*

- A. If Owner and Engineer have agreed that Engineer will furnish a Resident Project Representative to represent Engineer at the Site and assist Engineer in observing the progress and quality of the Work, then the authority and responsibilities of any such Resident Project Representative will be as provided in the Supplementary Conditions, and limitations on the responsibilities thereof will be as provided in the Supplementary Conditions and in Paragraph 10.07.
- B. If Owner designates an individual or entity who is not Engineer's consultant, agent, or employee to represent Owner at the Site, then the responsibilities and authority of such individual or entity will be as provided in the Supplementary Conditions.

10.04 *Engineer's Authority*

- A. Engineer has the authority to reject Work in accordance with Article 14.
- B. Engineer's authority as to Submittals is set forth in Paragraph 7.16.
- C. Engineer's authority as to design drawings, calculations, specifications, certifications and other Submittals from Contractor in response to Owner's delegation (if any) to Contractor of professional design services, is set forth in Paragraph 7.19.
- D. Engineer's authority as to changes in the Work is set forth in Article 11.

E. Engineer's authority as to Applications for Payment is set forth in Article 15.

10.05 *Determinations for Unit Price Work*

A. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor as set forth in Paragraph 13.03.

10.06 *Decisions on Requirements of Contract Documents and Acceptability of Work*

A. Engineer will render decisions regarding the requirements of the Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth herein for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, Engineer will not show partiality to Owner or Contractor, and will not be liable to Owner, Contractor, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.

10.07 *Limitations on Engineer's Authority and Responsibilities*

A. Neither Engineer's authority or responsibility under this Article 10 or under any other provision of the Contract, nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer, will create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.

B. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

C. Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.

D. Engineer's review of the final Application for Payment and accompanying documentation, and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Contractor under Paragraph 15.06.A, will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals, that the results certified indicate compliance with the Contract Documents.

E. The limitations upon authority and responsibility set forth in this Paragraph 10.07 also apply to the Resident Project Representative, if any.

10.08 *Compliance with Safety Program*

A. While at the Site, Engineer's employees and representatives will comply with the specific applicable requirements of Owner's and Contractor's safety programs of which Engineer has been informed.

ARTICLE 11—CHANGES TO THE CONTRACT

11.01 *Amending and Supplementing the Contract*

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

11.02 *Change Orders*

- A. Owner and Contractor shall execute appropriate Change Orders covering:
 - 1. Changes in Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive;
 - 2. Changes in Contract Price resulting from an Owner set-off, unless Contractor has duly contested such set-off;
 - 3. Changes in the Work which are: (a) ordered by Owner pursuant to Paragraph 11.05, (b) required because of Owner's acceptance of defective Work under Paragraph 14.04 or Owner's correction of defective Work under Paragraph 14.07, or (c) agreed to by the parties, subject to the need for Engineer's recommendation if the change in the Work involves the design (as set forth in the Drawings, Specifications, or otherwise) or other engineering or technical matters; and
 - 4. Changes that embody the substance of any final and binding results under: Paragraph 11.03.B, resolving the impact of a Work Change Directive; Paragraph 11.09, concerning Change Proposals; Article 12, Claims; Paragraph 13.02.D, final adjustments resulting from allowances; Paragraph 13.03.D, final adjustments relating to determination of quantities for Unit Price Work; and similar provisions.
- B. If Owner or Contractor refuses to execute a Change Order that is required to be executed under the terms of Paragraph 11.02.A, it will be deemed to be of full force and effect, as if fully executed.

11.03 *Work Change Directives*

- A. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the modification ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order, following negotiations by the parties as to the Work Change Directive's effect, if any, on the Contract Price and Contract Times; or, if negotiations are unsuccessful, by a determination under the terms of the Contract Documents governing adjustments, expressly including Paragraph 11.07 regarding change of Contract Price.

B. If Owner has issued a Work Change Directive and:

1. Contractor believes that an adjustment in Contract Times or Contract Price is necessary, then Contractor shall submit any Change Proposal seeking such an adjustment no later than 30 days after the completion of the Work set out in the Work Change Directive.
2. Owner believes that an adjustment in Contract Times or Contract Price is necessary, then Owner shall submit any Claim seeking such an adjustment no later than 60 days after issuance of the Work Change Directive.

11.04 *Field Orders*

- A. Engineer may authorize minor changes in the Work if the changes do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Such changes will be accomplished by a Field Order and will be binding on Owner and also on Contractor, which shall perform the Work involved promptly.
- B. If Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, then before proceeding with the Work at issue, Contractor shall submit a Change Proposal as provided herein.

11.05 *Owner-Authorized Changes in the Work*

- A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work. Changes involving the design (as set forth in the Drawings, Specifications, or otherwise) or other engineering or technical matters will be supported by Engineer's recommendation.
- B. Such changes in the Work may be accomplished by a Change Order, if Owner and Contractor have agreed as to the effect, if any, of the changes on Contract Times or Contract Price; or by a Work Change Directive. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved; or, in the case of a deletion in the Work, promptly cease construction activities with respect to such deleted Work. Added or revised Work must be performed under the applicable conditions of the Contract Documents.
- C. Nothing in this Paragraph 11.05 obligates Contractor to undertake work that Contractor reasonably concludes cannot be performed in a manner consistent with Contractor's safety obligations under the Contract Documents or Laws and Regulations.

11.06 *Unauthorized Changes in the Work*

- A. Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents, as amended, modified, or supplemented, except in the case of an emergency as provided in Paragraph 7.15 or in the case of uncovering Work as provided in Paragraph 14.05.C.2.

11.07 *Change of Contract Price*

- A. The Contract Price may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Price must comply with the provisions of Paragraph 11.09. Any Claim for an adjustment of Contract Price must comply with the provisions of Article 12.
- B. An adjustment in the Contract Price will be determined as follows:

1. Where the Work involved is covered by unit prices contained in the Contract Documents, then by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 13.03);
 2. Where the Work involved is not covered by unit prices contained in the Contract Documents, then by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 11.07.C.2); or
 3. Where the Work involved is not covered by unit prices contained in the Contract Documents and the parties do not reach mutual agreement to a lump sum, then on the basis of the Cost of the Work (determined as provided in Paragraph 13.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 11.07.C).
- C. *Contractor's Fee:* When applicable, the Contractor's fee for overhead and profit will be determined as follows:
1. A mutually acceptable fixed fee; or
 2. If a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:
 - a. For costs incurred under Paragraphs 13.01.B.1 and 13.01.B.2, the Contractor's fee will be 15 percent;
 - b. For costs incurred under Paragraph 13.01.B.3, the Contractor's fee will be 5 percent;
 - c. Where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraphs 11.07.C.2.a and 11.07.C.2.b is that the Contractor's fee will be based on: (1) a fee of 15 percent of the costs incurred under Paragraphs 13.01.B.1 and 13.01.B.2 by the Subcontractor that actually performs the Work, at whatever tier, and (2) with respect to Contractor itself and to any Subcontractors of a tier higher than that of the Subcontractor that actually performs the Work, a fee of 5 percent of the amount (fee plus underlying costs incurred) attributable to the next lower tier Subcontractor; provided, however, that for any such subcontracted Work the maximum total fee to be paid by Owner will be no greater than 27 percent of the costs incurred by the Subcontractor that actually performs the Work;
 - d. No fee will be payable on the basis of costs itemized under Paragraphs 13.01.B.4, 13.01.B.5, and 13.01.C;
 - e. The amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in Cost of the Work will be the amount of the actual net decrease in Cost of the Work and a deduction of an additional amount equal to 5 percent of such actual net decrease in Cost of the Work; and
 - f. When both additions and credits are involved in any one change or Change Proposal, the adjustment in Contractor's fee will be computed by determining the sum of the costs in each of the cost categories in Paragraph 13.01.B (specifically, payroll costs, Paragraph 13.01.B.1; incorporated materials and equipment costs, Paragraph 13.01.B.2; Subcontract costs, Paragraph 13.01.B.3; special consultants costs, Paragraph 13.01.B.4; and other costs, Paragraph 13.01.B.5) and applying to each such cost category sum the appropriate fee from Paragraphs 11.07.C.2.a through 11.07.C.2.e, inclusive.

11.08 *Change of Contract Times*

- A. The Contract Times may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Times must comply with the provisions of Paragraph 11.09. Any Claim for an adjustment in the Contract Times must comply with the provisions of Article 12.
- B. Delay, disruption, and interference in the Work, and any related changes in Contract Times, are addressed in and governed by Paragraph 4.05.

11.09 *Change Proposals*

- A. *Purpose and Content:* Contractor shall submit a Change Proposal to Engineer to request an adjustment in the Contract Times or Contract Price; contest an initial decision by Engineer concerning the requirements of the Contract Documents or relating to the acceptability of the Work under the Contract Documents; challenge a set-off against payment due; or seek other relief under the Contract. The Change Proposal will specify any proposed change in Contract Times or Contract Price, or other proposed relief, and explain the reason for the proposed change, with citations to any governing or applicable provisions of the Contract Documents. Each Change Proposal will address only one issue, or a set of closely related issues.
- B. *Change Proposal Procedures*
 - 1. *Submittal:* Contractor shall submit each Change Proposal to Engineer within 30 days after the start of the event giving rise thereto, or after such initial decision.
 - 2. *Supporting Data:* The Contractor shall submit supporting data, including the proposed change in Contract Price or Contract Time (if any), to the Engineer and Owner within 15 days after the submittal of the Change Proposal.
 - a. Change Proposals based on or related to delay, interruption, or interference must comply with the provisions of Paragraphs 4.05.D and 4.05.E.
 - b. Change proposals related to a change of Contract Price must include full and detailed accounts of materials incorporated into the Work and labor and equipment used for the subject Work.

The supporting data must be accompanied by a written statement that the supporting data are accurate and complete, and that any requested time or price adjustment is the entire adjustment to which Contractor believes it is entitled as a result of said event.

- 3. *Engineer's Initial Review:* Engineer will advise Owner regarding the Change Proposal, and consider any comments or response from Owner regarding the Change Proposal. If in its discretion Engineer concludes that additional supporting data is needed before conducting a full review and making a decision regarding the Change Proposal, then Engineer may request that Contractor submit such additional supporting data by a date specified by Engineer, prior to Engineer beginning its full review of the Change Proposal.
- 4. *Engineer's Full Review and Action on the Change Proposal:* Upon receipt of Contractor's supporting data (including any additional data requested by Engineer), Engineer will conduct a full review of each Change Proposal and, within 30 days after such receipt of the Contractor's supporting data, either approve the Change Proposal in whole, deny it in whole, or approve it in part and deny it in part. Such actions must be in writing, with a copy provided to Owner and Contractor. If Engineer does not take action on the Change

Proposal within 30 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of Engineer's inaction the Change Proposal is deemed denied, thereby commencing the time for appeal of the denial under Article 12.

5. *Binding Decision*: Engineer's decision is final and binding upon Owner and Contractor, unless Owner or Contractor appeals the decision by filing a Claim under Article 12.
- C. *Resolution of Certain Change Proposals*: If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties in writing that the Engineer is unable to resolve the Change Proposal. For purposes of further resolution of such a Change Proposal, such notice will be deemed a denial, and Contractor may choose to seek resolution under the terms of Article 12.
- D. *Post-Completion*: Contractor shall not submit any Change Proposals after Engineer issues a written recommendation of final payment pursuant to Paragraph 15.06.B.

11.10 *Notification to Surety*

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

ARTICLE 12—CLAIMS

12.01 *Claims*

- A. *Claims Process*: The following disputes between Owner and Contractor are subject to the Claims process set forth in this article:
 1. Appeals by Owner or Contractor of Engineer's decisions regarding Change Proposals;
 2. Owner demands for adjustments in the Contract Price or Contract Times, or other relief under the Contract Documents;
 3. Disputes that Engineer has been unable to address because they do not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters; and
 4. Subject to the waiver provisions of Paragraph 15.07, any dispute arising after Engineer has issued a written recommendation of final payment pursuant to Paragraph 15.06.B.
- B. *Submittal of Claim*: The party submitting a Claim shall deliver it directly to the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto; in the case of appeals regarding Change Proposals within 30 days of the decision under appeal. The party submitting the Claim shall also furnish a copy to the Engineer, for its information only. The responsibility to substantiate a Claim rests with the party making the Claim. In the case of a Claim by Contractor seeking an increase in the Contract Times or Contract Price, Contractor shall certify that the Claim is made in good faith, that the supporting data are accurate and complete, and that to the best of Contractor's knowledge

and belief the amount of time or money requested accurately reflects the full amount to which Contractor is entitled.

- C. *Review and Resolution:* The party receiving a Claim shall review it thoroughly, giving full consideration to its merits. The two parties shall seek to resolve the Claim through the exchange of information and direct negotiations. The parties may extend the time for resolving the Claim by mutual agreement. All actions taken on a Claim will be stated in writing and submitted to the other party, with a copy to Engineer.
- D. *Mediation*
 - 1. At any time after initiation of a Claim, Owner and Contractor may mutually agree to mediation of the underlying dispute. The agreement to mediate will stay the Claim submittal and response process.
 - 2. If Owner and Contractor agree to mediation, then after 60 days from such agreement, either Owner or Contractor may unilaterally terminate the mediation process, and the Claim submittal and decision process will resume as of the date of the termination. If the mediation proceeds but is unsuccessful in resolving the dispute, the Claim submittal and decision process will resume as of the date of the conclusion of the mediation, as determined by the mediator.
 - 3. Owner and Contractor shall each pay one-half of the mediator's fees and costs.
- E. *Partial Approval:* If the party receiving a Claim approves the Claim in part and denies it in part, such action will be final and binding unless within 30 days of such action the other party invokes the procedure set forth in Article 17 for final resolution of disputes.
- F. *Denial of Claim:* If efforts to resolve a Claim are not successful, the party receiving the Claim may deny it by giving written notice of denial to the other party. If the receiving party does not take action on the Claim within 90 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of the inaction, the Claim is deemed denied, thereby commencing the time for appeal of the denial. A denial of the Claim will be final and binding unless within 30 days of the denial the other party invokes the procedure set forth in Article 17 for the final resolution of disputes.
- G. *Final and Binding Results:* If the parties reach a mutual agreement regarding a Claim, whether through approval of the Claim, direct negotiations, mediation, or otherwise; or if a Claim is approved in part and denied in part, or denied in full, and such actions become final and binding; then the results of the agreement or action on the Claim will be incorporated in a Change Order or other written document to the extent they affect the Contract, including the Work, the Contract Times, or the Contract Price.

ARTICLE 13—COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK

13.01 *Cost of the Work*

- A. *Purposes for Determination of Cost of the Work:* The term Cost of the Work means the sum of all costs necessary for the proper performance of the Work at issue, as further defined below. The provisions of this Paragraph 13.01 are used for two distinct purposes:
 - 1. To determine Cost of the Work when Cost of the Work is a component of the Contract Price, under cost-plus-fee, time-and-materials, or other cost-based terms; or

2. When needed to determine the value of a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price. When the value of any such adjustment is determined on the basis of Cost of the Work, Contractor is entitled only to those additional or incremental costs required because of the change in the Work or because of the event giving rise to the adjustment.
- B. *Costs Included:* Except as otherwise may be agreed to in writing by Owner, costs included in the Cost of the Work will be in amounts no higher than those commonly incurred in the locality of the Project, will not include any of the costs itemized in Paragraph 13.01.C, and will include only the following items:
1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor in advance of the subject Work. Such employees include, without limitation, superintendents, foremen, safety managers, safety representatives, and other personnel employed full time on the Work. Payroll costs for employees not employed full time on the Work will be apportioned on the basis of their time spent on the Work. Payroll costs include, but are not limited to, salaries and wages plus the cost of fringe benefits, which include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, sick leave, and vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, will be included in the above to the extent authorized by Owner.
 2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts will accrue to Owner. All trade discounts, rebates, and refunds and returns from sale of surplus materials and equipment will accrue to Owner, and Contractor shall make provisions so that they may be obtained.
 3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from subcontractors acceptable to Owner and Contractor and shall deliver such bids to Owner, which will then determine, with the advice of Engineer, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee will be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 13.01.
 4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed or retained for services specifically related to the Work.
 5. Other costs consisting of the following:
 - a. The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.
 - b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, which are

consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Contractor.

- 1) In establishing included costs for materials such as scaffolding, plating, or sheeting, consideration will be given to the actual or the estimated life of the material for use on other projects; or rental rates may be established on the basis of purchase or salvage value of such items, whichever is less. Contractor will not be eligible for compensation for such items in an amount that exceeds the purchase cost of such item.

c. *Construction Equipment Rental*

- 1) Rentals of all construction equipment and machinery, and the parts thereof, in accordance with rental agreements approved by Owner as to price (including any surcharge or special rates applicable to overtime use of the construction equipment or machinery), and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs will be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts must cease when the use thereof is no longer necessary for the Work.
 - 2) Costs for equipment and machinery owned by Contractor or a Contractor-related entity will be paid at a rate shown for such equipment in the equipment rental rate book specified in the Supplementary Conditions. An hourly rate will be computed by dividing the monthly rates by 176. These computed rates will include all operating costs.
 - 3) With respect to Work that is the result of a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price ("changed Work"), included costs will be based on the time the equipment or machinery is in use on the changed Work and the costs of transportation, loading, unloading, assembly, dismantling, and removal when directly attributable to the changed Work. The cost of any such equipment or machinery, or parts thereof, must cease to accrue when the use thereof is no longer necessary for the changed Work.
- d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, as imposed by Laws and Regulations.
- e. Deposits lost for causes other than negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.
- f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of builder's risk or other property insurance established in accordance with Paragraph 6.04), provided such losses and damages have resulted from causes other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses will be included in the Cost of the Work for the purpose of determining Contractor's fee.

- g. The cost of utilities, fuel, and sanitary facilities at the Site.
 - h. Minor expenses such as communication service at the Site, express and courier services, and similar petty cash items in connection with the Work.
 - i. The costs of premiums for all bonds and insurance that Contractor is required by the Contract Documents to purchase and maintain.
- C. *Costs Excluded:* The term Cost of the Work does not include any of the following items:
 - 1. Payroll costs and other compensation of Contractor's officers, executives, principals, general managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 13.01.B.1 or specifically covered by Paragraph 13.01.B.4. The payroll costs and other compensation excluded here are to be considered administrative costs covered by the Contractor's fee.
 - 2. The cost of purchasing, renting, or furnishing small tools and hand tools.
 - 3. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.
 - 4. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.
 - 5. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.
 - 6. Expenses incurred in preparing and advancing Claims.
 - 7. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraph 13.01.B.
- D. *Contractor's Fee*
 - 1. When the Work as a whole is performed on the basis of cost-plus-a-fee, then:
 - a. Contractor's fee for the Work set forth in the Contract Documents as of the Effective Date of the Contract will be determined as set forth in the Agreement.
 - b. for any Work covered by a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price on the basis of Cost of the Work, Contractor's fee will be determined as follows:
 - 1) When the fee for the Work as a whole is a percentage of the Cost of the Work, the fee will automatically adjust as the Cost of the Work changes.
 - 2) When the fee for the Work as a whole is a fixed fee, the fee for any additions or deletions will be determined in accordance with Paragraph 11.07.C.2.
 - 2. When the Work as a whole is performed on the basis of a stipulated sum, or any other basis other than cost-plus-a-fee, then Contractor's fee for any Work covered by a Change

Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price on the basis of Cost of the Work will be determined in accordance with Paragraph 11.07.C.2.

- E. *Documentation and Audit:* Whenever the Cost of the Work for any purpose is to be determined pursuant to this Article 13, Contractor and pertinent Subcontractors will establish and maintain records of the costs in accordance with generally accepted accounting practices. Subject to prior written notice, Owner will be afforded reasonable access, during normal business hours, to all Contractor's accounts, records, books, correspondence, instructions, drawings, receipts, vouchers, memoranda, and similar data relating to the Cost of the Work and Contractor's fee. Contractor shall preserve all such documents for a period of three years after the final payment by Owner. Pertinent Subcontractors will afford such access to Owner, and preserve such documents, to the same extent required of Contractor.

13.02 Allowances

- A. It is understood that Contractor has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums and by such persons or entities as may be acceptable to Owner and Engineer.
- B. *Cash Allowances:* Contractor agrees that:
 - 1. the cash allowances include the cost to Contractor (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and
 - 2. Contractor's costs for unloading and handling on the Site, labor, installation, overhead, profit, and other expenses contemplated for the cash allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment for any of the foregoing will be valid.
- C. *Owner's Contingency Allowance:* Contractor agrees that an Owner's contingency allowance, if any, is for the sole use of Owner to cover unanticipated costs.
- D. Prior to final payment, an appropriate Change Order will be issued as recommended by Engineer to reflect actual amounts due Contractor for Work covered by allowances, and the Contract Price will be correspondingly adjusted.

13.03 Unit Price Work

- A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.
- B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Payments to Contractor for Unit Price Work will be based on actual quantities.
- C. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.
- D. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Engineer will review with Contractor the Engineer's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). Engineer's written decision

thereon will be final and binding (except as modified by Engineer to reflect changed factual conditions or more accurate data) upon Owner and Contractor, and the final adjustment of Contract Price will be set forth in a Change Order, subject to the provisions of the following paragraph.

E. *Adjustments in Unit Price*

1. Contractor or Owner shall be entitled to an adjustment in the unit price with respect to an item of Unit Price Work if:
 - a. the quantity of the item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement; and
 - b. Contractor's unit costs to perform the item of Unit Price Work have changed materially and significantly as a result of the quantity change.
2. The adjustment in unit price will account for and be coordinated with any related changes in quantities of other items of Work, and in Contractor's costs to perform such other Work, such that the resulting overall change in Contract Price is equitable to Owner and Contractor.
3. Adjusted unit prices will apply to all units of that item.

ARTICLE 14—TESTS AND INSPECTIONS; CORRECTION, REMOVAL, OR ACCEPTANCE OF DEFECTIVE WORK

14.01 *Access to Work*

- A. Owner, Engineer, their consultants and other representatives and personnel of Owner, independent testing laboratories, and authorities having jurisdiction have access to the Site and the Work at reasonable times for their observation, inspection, and testing. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's safety procedures and programs so that they may comply with such procedures and programs as applicable.

14.02 *Tests, Inspections, and Approvals*

- A. Contractor shall give Engineer timely notice of readiness of the Work (or specific parts thereof) for all required inspections and tests, and shall cooperate with inspection and testing personnel to facilitate required inspections and tests.
- B. Owner shall retain and pay for the services of an independent inspector, testing laboratory, or other qualified individual or entity to perform all inspections and tests expressly required by the Contract Documents to be furnished and paid for by Owner, except that costs incurred in connection with tests or inspections of covered Work will be governed by the provisions of Paragraph 14.05.
- C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Engineer the required certificates of inspection or approval.

- D. Contractor shall be responsible for arranging, obtaining, and paying for all inspections and tests required:
1. by the Contract Documents, unless the Contract Documents expressly allocate responsibility for a specific inspection or test to Owner;
 2. to attain Owner's and Engineer's acceptance of materials or equipment to be incorporated in the Work;
 3. by manufacturers of equipment furnished under the Contract Documents;
 4. for testing, adjusting, and balancing of mechanical, electrical, and other equipment to be incorporated into the Work; and
 5. for acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work.
- Such inspections and tests will be performed by independent inspectors, testing laboratories, or other qualified individuals or entities acceptable to Owner and Engineer.
- E. If the Contract Documents require the Work (or part thereof) to be approved by Owner, Engineer, or another designated individual or entity, then Contractor shall assume full responsibility for arranging and obtaining such approvals.
- F. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, Contractor shall, if requested by Engineer, uncover such Work for observation. Such uncovering will be at Contractor's expense unless Contractor had given Engineer timely notice of Contractor's intention to cover the same and Engineer had not acted with reasonable promptness in response to such notice.

14.03 Defective Work

- A. *Contractor's Obligation:* It is Contractor's obligation to assure that the Work is not defective.
- B. *Engineer's Authority:* Engineer has the authority to determine whether Work is defective, and to reject defective Work.
- C. *Notice of Defects:* Prompt written notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor.
- D. *Correction, or Removal and Replacement:* Promptly after receipt of written notice of defective Work, Contractor shall correct all such defective Work, whether or not fabricated, installed, or completed, or, if Engineer has rejected the defective Work, remove it from the Project and replace it with Work that is not defective.
- E. *Preservation of Warranties:* When correcting defective Work, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.
- F. *Costs and Damages:* In addition to its correction, removal, and replacement obligations with respect to defective Work, Contractor shall pay all claims, costs, losses, and damages arising out of or relating to defective Work, including but not limited to the cost of the inspection, testing, correction, removal, replacement, or reconstruction of such defective Work, fines levied against Owner by governmental authorities because the Work is defective, and the costs of repair or replacement of work of others resulting from defective Work. Prior to final payment, if Owner and Contractor are unable to agree as to the measure of such claims, costs,

losses, and damages resulting from defective Work, then Owner may impose a reasonable set-off against payments due under Article 15.

14.04 *Acceptance of Defective Work*

- A. If, instead of requiring correction or removal and replacement of defective Work, Owner prefers to accept it, Owner may do so (subject, if such acceptance occurs prior to final payment, to Engineer's confirmation that such acceptance is in general accord with the design intent and applicable engineering principles, and will not endanger public safety). Contractor shall pay all claims, costs, losses, and damages attributable to Owner's evaluation of and determination to accept such defective Work (such costs to be approved by Engineer as to reasonableness), and for the diminished value of the Work to the extent not otherwise paid by Contractor. If any such acceptance occurs prior to final payment, the necessary revisions in the Contract Documents with respect to the Work will be incorporated in a Change Order. If the parties are unable to agree as to the decrease in the Contract Price, reflecting the diminished value of Work so accepted, then Owner may impose a reasonable set-off against payments due under Article 15. If the acceptance of defective Work occurs after final payment, Contractor shall pay an appropriate amount to Owner.

14.05 *Uncovering Work*

- A. Engineer has the authority to require additional inspection or testing of the Work, whether or not the Work is fabricated, installed, or completed.
- B. If any Work is covered contrary to the written request of Engineer, then Contractor shall, if requested by Engineer, uncover such Work for Engineer's observation, and then replace the covering, all at Contractor's expense.
- C. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, then Contractor, at Engineer's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Engineer may require, that portion of the Work in question, and provide all necessary labor, material, and equipment.
 - 1. If it is found that the uncovered Work is defective, Contractor shall be responsible for all claims, costs, losses, and damages arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and pending Contractor's full discharge of this responsibility the Owner shall be entitled to impose a reasonable set-off against payments due under Article 15.
 - 2. If the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, then Contractor may submit a Change Proposal within 30 days of the determination that the Work is not defective.

14.06 *Owner May Stop the Work*

- A. If the Work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, then Owner may order Contractor to stop the Work,

or any portion thereof, until the cause for such order has been eliminated; however, this right of Owner to stop the Work will not give rise to any duty on the part of Owner to exercise this right for the benefit of Contractor, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

14.07 Owner May Correct Defective Work

- A. If Contractor fails within a reasonable time after written notice from Engineer to correct defective Work, or to remove and replace defective Work as required by Engineer, then Owner may, after 7 days' written notice to Contractor, correct or remedy any such deficiency.
- B. In exercising the rights and remedies under this Paragraph 14.07, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, and incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner's representatives, agents and employees, Owner's other contractors, and Engineer and Engineer's consultants access to the Site to enable Owner to exercise the rights and remedies under this paragraph.
- C. All claims, costs, losses, and damages incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 14.07 will be charged against Contractor as set-offs against payments due under Article 15. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.
- D. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies under this Paragraph 14.07.

ARTICLE 15—PAYMENTS TO CONTRACTOR; SET-OFFS; COMPLETION; CORRECTION PERIOD

15.01 Progress Payments

- A. *Basis for Progress Payments:* The Schedule of Values established as provided in Article 2 will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to Engineer. Progress payments for Unit Price Work will be based on the number of units completed during the pay period, as determined under the provisions of Paragraph 13.03. Progress payments for cost-based Work will be based on Cost of the Work completed by Contractor during the pay period.
- B. *Applications for Payments*
 - 1. At least 20 days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to Engineer for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents.
 - 2. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment must also be accompanied by: (a) a bill of sale, invoice, copies of subcontract or purchase order payments, or other documentation

establishing full payment by Contractor for the materials and equipment; (b) at Owner's request, documentation warranting that Owner has received the materials and equipment free and clear of all Liens; and (c) evidence that the materials and equipment are covered by appropriate property insurance, a warehouse bond, or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.

3. Beginning with the second Application for Payment, each Application must include an affidavit of Contractor stating that all previous progress payments received by Contractor have been applied to discharge Contractor's legitimate obligations associated with prior Applications for Payment.
4. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.

C. Review of Applications

1. Engineer will, within 10 days after receipt of each Application for Payment, including each resubmittal, either indicate in writing a recommendation of payment and present the Application to Owner, or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.
2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's observations of the executed Work as an experienced and qualified design professional, and on Engineer's review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:
 - a. the Work has progressed to the point indicated;
 - b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, the results of any subsequent tests called for in the Contract Documents, a final determination of quantities and classifications for Unit Price Work under Paragraph 13.03, and any other qualifications stated in the recommendation); and
 - c. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work.
3. By recommending any such payment Engineer will not thereby be deemed to have represented that:
 - a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract; or
 - b. there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.

4. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose responsibility on Engineer:
 - a. to supervise, direct, or control the Work;
 - b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto;
 - c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work;
 - d. to make any examination to ascertain how or for what purposes Contractor has used the money paid by Owner; or
 - e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.
 5. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 15.01.C.2.
 6. Engineer will recommend reductions in payment (set-offs) necessary in Engineer's opinion to protect Owner from loss because:
 - a. the Work is defective, requiring correction or replacement;
 - b. the Contract Price has been reduced by Change Orders;
 - c. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;
 - d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible; or
 - e. Engineer has actual knowledge of the occurrence of any of the events that would constitute a default by Contractor and therefore justify termination for cause under the Contract Documents.
- D. *Payment Becomes Due*
1. Ten days after presentation of the Application for Payment to Owner with Engineer's recommendation, the amount recommended (subject to any Owner set-offs) will become due, and when due will be paid by Owner to Contractor.
- E. *Reductions in Payment by Owner*
1. In addition to any reductions in payment (set-offs) recommended by Engineer, Owner is entitled to impose a set-off against payment based on any of the following:
 - a. Claims have been made against Owner based on Contractor's conduct in the performance or furnishing of the Work, or Owner has incurred costs, losses, or damages resulting from Contractor's conduct in the performance or furnishing of the Work, including but not limited to claims, costs, losses, or damages from workplace injuries, adjacent property damage, non-compliance with Laws and Regulations, and patent infringement;

- b. Contractor has failed to take reasonable and customary measures to avoid damage, delay, disruption, and interference with other work at or adjacent to the Site;
 - c. Contractor has failed to provide and maintain required bonds or insurance;
 - d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible;
 - e. Owner has incurred extra charges or engineering costs related to submittal reviews, evaluations of proposed substitutes, tests and inspections, or return visits to manufacturing or assembly facilities;
 - f. The Work is defective, requiring correction or replacement;
 - g. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;
 - h. The Contract Price has been reduced by Change Orders;
 - i. An event has occurred that would constitute a default by Contractor and therefore justify a termination for cause;
 - j. Liquidated or other damages have accrued as a result of Contractor's failure to achieve Milestones, Substantial Completion, or final completion of the Work;
 - k. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens; or
 - l. Other items entitle Owner to a set-off against the amount recommended.
2. If Owner imposes any set-off against payment, whether based on its own knowledge or on the written recommendations of Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and the specific amount of the reduction, and promptly pay Contractor any amount remaining after deduction of the amount so withheld. Owner shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, if Contractor remedies the reasons for such action. The reduction imposed will be binding on Contractor unless it duly submits a Change Proposal contesting the reduction.
 3. Upon a subsequent determination that Owner's refusal of payment was not justified, the amount wrongfully withheld will be treated as an amount due as determined by Paragraph 15.01.D.1 and subject to interest as provided in the Agreement.

15.02 *Contractor's Warranty of Title*

- A. Contractor warrants and guarantees that title to all Work, materials, and equipment furnished under the Contract will pass to Owner free and clear of (1) all Liens and other title defects, and (2) all patent, licensing, copyright, or royalty obligations, no later than 7 days after the time of payment by Owner.

15.03 *Substantial Completion*

- A. When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner and Engineer in writing that the entire Work is substantially complete and request that Engineer issue a certificate of Substantial Completion. Contractor shall at the same time

submit to Owner and Engineer an initial draft of punch list items to be completed or corrected before final payment.

- B. Promptly after Contractor's notification, Owner, Contractor, and Engineer shall make an inspection of the Work to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor in writing giving the reasons therefor.
- C. If Engineer considers the Work substantially complete, Engineer will deliver to Owner a preliminary certificate of Substantial Completion which will fix the date of Substantial Completion. Engineer shall attach to the certificate a punch list of items to be completed or corrected before final payment. Owner shall have 7 days after receipt of the preliminary certificate during which to make written objection to Engineer as to any provisions of the certificate or attached punch list. If, after considering the objections to the provisions of the preliminary certificate, Engineer concludes that the Work is not substantially complete, Engineer will, within 14 days after submission of the preliminary certificate to Owner, notify Contractor in writing that the Work is not substantially complete, stating the reasons therefor. If Owner does not object to the provisions of the certificate, or if despite consideration of Owner's objections Engineer concludes that the Work is substantially complete, then Engineer will, within said 14 days, execute and deliver to Owner and Contractor a final certificate of Substantial Completion (with a revised punch list of items to be completed or corrected) reflecting such changes from the preliminary certificate as Engineer believes justified after consideration of any objections from Owner.
- D. At the time of receipt of the preliminary certificate of Substantial Completion, Owner and Contractor will confer regarding Owner's use or occupancy of the Work following Substantial Completion, review the builder's risk insurance policy with respect to the end of the builder's risk coverage, and confirm the transition to coverage of the Work under a permanent property insurance policy held by Owner. Unless Owner and Contractor agree otherwise in writing, Owner shall bear responsibility for security, operation, protection of the Work, property insurance, maintenance, heat, and utilities upon Owner's use or occupancy of the Work.
- E. After Substantial Completion the Contractor shall promptly begin work on the punch list of items to be completed or corrected prior to final payment. In appropriate cases Contractor may submit monthly Applications for Payment for completed punch list items, following the progress payment procedures set forth above.
- F. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to remove its property and complete or correct items on the punch list.

15.04 *Partial Use or Occupancy*

- A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner, Engineer, and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended purpose without

significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions:

1. At any time, Owner may request in writing that Contractor permit Owner to use or occupy any such part of the Work that Owner believes to be substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor, Owner, and Engineer will follow the procedures of Paragraph 15.03.A through 15.03.E for that part of the Work.
2. At any time, Contractor may notify Owner and Engineer in writing that Contractor considers any such part of the Work substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.
3. Within a reasonable time after either such request, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefor. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 15.03 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.
4. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 6.04 regarding builder's risk or other property insurance.

15.05 *Final Inspection*

- A. Upon written notice from Contractor that the entire Work or an agreed portion thereof is complete, Engineer will promptly make a final inspection with Owner and Contractor and will notify Contractor in writing of all particulars in which this inspection reveals that the Work, or agreed portion thereof, is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

15.06 *Final Payment*

A. *Application for Payment*

1. After Contractor has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, annotated record documents (as provided in Paragraph 7.12), and other documents, Contractor may make application for final payment.
2. The final Application for Payment must be accompanied (except as previously delivered) by:
 - a. all documentation called for in the Contract Documents;
 - b. consent of the surety, if any, to final payment;
 - c. satisfactory evidence that all title issues have been resolved such that title to all Work, materials, and equipment has passed to Owner free and clear of any Liens or other title defects, or will so pass upon final payment.

- d. a list of all duly pending Change Proposals and Claims; and
 - e. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of the Work, and of Liens filed in connection with the Work.
- 3. In lieu of the releases or waivers of Liens specified in Paragraph 15.06.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (a) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (b) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner might in any way be responsible, or which might in any way result in liens or other burdens on Owner's property, have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien, or Owner at its option may issue joint checks payable to Contractor and specified Subcontractors and Suppliers.
- B. *Engineer's Review of Final Application and Recommendation of Payment:* If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor's other obligations under the Contract have been fulfilled, Engineer will, within 10 days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of final payment and present the final Application for Payment to Owner for payment. Such recommendation will account for any set-offs against payment that are necessary in Engineer's opinion to protect Owner from loss for the reasons stated above with respect to progress payments. Otherwise, Engineer will return the Application for Payment to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.
- C. *Notice of Acceptability:* In support of its recommendation of payment of the final Application for Payment, Engineer will also give written notice to Owner and Contractor that the Work is acceptable, subject to stated limitations in the notice and to the provisions of Paragraph 15.07.
- D. *Completion of Work:* The Work is complete (subject to surviving obligations) when it is ready for final payment as established by the Engineer's written recommendation of final payment and issuance of notice of the acceptability of the Work.
- E. *Final Payment Becomes Due:* Upon receipt from Engineer of the final Application for Payment and accompanying documentation, Owner shall set off against the amount recommended by Engineer for final payment any further sum to which Owner is entitled, including but not limited to set-offs for liquidated damages and set-offs allowed under the provisions of this Contract with respect to progress payments. Owner shall pay the resulting balance due to Contractor within 30 days of Owner's receipt of the final Application for Payment from Engineer.

15.07 *Waiver of Claims*

- A. By making final payment, Owner waives its claim or right to liquidated damages or other damages for late completion by Contractor, except as set forth in an outstanding Claim,

appeal under the provisions of Article 17, set-off, or express reservation of rights by Owner. Owner reserves all other claims or rights after final payment.

- B. The acceptance of final payment by Contractor will constitute a waiver by Contractor of all claims and rights against Owner other than those pending matters that have been duly submitted as a Claim, or appealed under the provisions of Article 17.

15.08 *Correction Period*

- A. If within one year after the date of Substantial Completion (or such longer period of time as may be prescribed by the Supplementary Conditions or the terms of any applicable special guarantee required by the Contract Documents), Owner gives Contractor written notice that any Work has been found to be defective, or that Contractor's repair of any damages to the Site or adjacent areas has been found to be defective, then after receipt of such notice of defect Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:
 - 1. correct the defective repairs to the Site or such adjacent areas;
 - 2. correct such defective Work;
 - 3. remove the defective Work from the Project and replace it with Work that is not defective, if the defective Work has been rejected by Owner, and
 - 4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others, or to other land or areas resulting from the corrective measures.
- B. Owner shall give any such notice of defect within 60 days of the discovery that such Work or repairs is defective. If such notice is given within such 60 days but after the end of the correction period, the notice will be deemed a notice of defective Work under Paragraph 7.17.B.
- C. If, after receipt of a notice of defect within 60 days and within the correction period, Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. Contractor shall pay all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others). Contractor's failure to pay such costs, losses, and damages within 10 days of invoice from Owner will be deemed the start of an event giving rise to a Claim under Paragraph 12.01.B, such that any related Claim must be brought within 30 days of the failure to pay.
- D. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications.
- E. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this paragraph, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.

- F. Contractor's obligations under this paragraph are in addition to all other obligations and warranties. The provisions of this paragraph are not to be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

ARTICLE 16—SUSPENSION OF WORK AND TERMINATION

16.01 *Owner May Suspend Work*

- A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by written notice to Contractor and Engineer. Such notice will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be entitled to an adjustment in the Contract Price or an extension of the Contract Times directly attributable to any such suspension. Any Change Proposal seeking such adjustments must be submitted no later than 30 days after the date fixed for resumption of Work.

16.02 *Owner May Terminate for Cause*

- A. The occurrence of any one or more of the following events will constitute a default by Contractor and justify termination for cause:
 - 1. Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment, or failure to adhere to the Progress Schedule);
 - 2. Failure of Contractor to perform or otherwise to comply with a material term of the Contract Documents;
 - 3. Contractor's disregard of Laws or Regulations of any public body having jurisdiction; or
 - 4. Contractor's repeated disregard of the authority of Owner or Engineer.
- B. If one or more of the events identified in Paragraph 16.02.A occurs, then after giving Contractor (and any surety) 10 days' written notice that Owner is considering a declaration that Contractor is in default and termination of the Contract, Owner may proceed to:
 - 1. declare Contractor to be in default, and give Contractor (and any surety) written notice that the Contract is terminated; and
 - 2. enforce the rights available to Owner under any applicable performance bond.
- C. Subject to the terms and operation of any applicable performance bond, if Owner has terminated the Contract for cause, Owner may exclude Contractor from the Site, take possession of the Work, incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere, and complete the Work as Owner may deem expedient.
- D. Owner may not proceed with termination of the Contract under Paragraph 16.02.B if Contractor within 7 days of receipt of notice of intent to terminate begins to correct its failure to perform and proceeds diligently to cure such failure.
- E. If Owner proceeds as provided in Paragraph 16.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds the cost to complete the Work, including all related claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects,

- attorneys, and other professionals) sustained by Owner, such excess will be paid to Contractor. If the cost to complete the Work including such related claims, costs, losses, and damages exceeds such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as to their reasonableness and, when so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this paragraph, Owner shall not be required to obtain the lowest price for the Work performed.
- F. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue, or any rights or remedies of Owner against Contractor or any surety under any payment bond or performance bond. Any retention or payment of money due Contractor by Owner will not release Contractor from liability.
 - G. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 6.01.A, the provisions of that bond will govern over any inconsistent provisions of Paragraphs 16.02.B and 16.02.D.

16.03 *Owner May Terminate for Convenience*

- A. Upon 7 days' written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for (without duplication of any items):
 - 1. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;
 - 2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses; and
 - 3. other reasonable expenses directly attributable to termination, including costs incurred to prepare a termination for convenience cost proposal.
- B. Contractor shall not be paid for any loss of anticipated profits or revenue, post-termination overhead costs, or other economic loss arising out of or resulting from such termination.

16.04 *Contractor May Stop Work or Terminate*

- A. If, through no act or fault of Contractor, (1) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (2) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (3) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon 7 days' written notice to Owner and Engineer, and provided Owner or Engineer do not remedy such suspension or failure within that time, terminate the contract and recover from Owner payment on the same terms as provided in Paragraph 16.03.
- B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Engineer has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed for 30 days to pay Contractor any sum finally determined to be due, Contractor may, 7 days after written notice to Owner and Engineer, stop the Work until payment is made of all such amounts due Contractor, including interest thereon. The

provisions of this paragraph are not intended to preclude Contractor from submitting a Change Proposal for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to Contractor's stopping the Work as permitted by this paragraph.

ARTICLE 17—FINAL RESOLUTION OF DISPUTES

17.01 *Methods and Procedures*

- A. *Disputes Subject to Final Resolution:* The following disputed matters are subject to final resolution under the provisions of this article:
 - 1. A timely appeal of an approval in part and denial in part of a Claim, or of a denial in full, pursuant to Article 12; and
 - 2. Disputes between Owner and Contractor concerning the Work, or obligations under the Contract Documents, that arise after final payment has been made.
- B. *Final Resolution of Disputes:* For any dispute subject to resolution under this article, Owner or Contractor may:
 - 1. elect in writing to invoke the dispute resolution process provided for in the Supplementary Conditions;
 - 2. agree with the other party to submit the dispute to another dispute resolution process; or
 - 3. if no dispute resolution process is provided for in the Supplementary Conditions or mutually agreed to, give written notice to the other party of the intent to submit the dispute to a court of competent jurisdiction.

ARTICLE 18—MISCELLANEOUS

18.01 *Giving Notice*

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

18.02 *Computation of Times*

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

18.03 *Cumulative Remedies*

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

18.04 *Limitation of Damages*

- A. With respect to any and all Change Proposals, Claims, disputes subject to final resolution, and other matters at issue, neither Owner nor Engineer, nor any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, shall be liable to Contractor for any claims, costs, losses, or damages sustained by Contractor on or in connection with any other project or anticipated project.

18.05 *No Waiver*

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

18.06 *Survival of Obligations*

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

18.07 *Controlling Law*

- A. This Contract is to be governed by the law of the state in which the Project is located.

18.08 *Assignment of Contract*

- A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party to this Contract of any rights under or interests in the Contract will be binding on the other party without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is 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.

18.09 *Successors and Assigns*

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

18.10 *Headings*

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

SUPPLEMENTARY CONDITIONS OF THE CONSTRUCTION CONTRACT

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SUPPLEMENTARY CONDITIONS OF THE CONSTRUCTION CONTRACT

These Supplementary Conditions amend or supplement EJCDC® C-700, Standard General Conditions of the Construction Contract (2018). The General Conditions remain in full force and effect except as amended.

The terms used in these Supplementary Conditions have the meanings stated in the General Conditions. Additional terms used in these Supplementary Conditions have the meanings stated below, which are applicable to both the singular and plural thereof.

The address system used in these Supplementary Conditions is the same as the address system used in the General Conditions, with the prefix "SC" added—for example, "Paragraph SC-4.05."

ARTICLE 1—DEFINITIONS AND TERMINOLOGY

SC - 1.01.A.22 Add the following language to the definition of Engineer. The additional language should be added immediately after the end of the first sentence of Item 1.01.A.22.

The term Engineer in this Contract refers to either or all of the following: Design Engineer, Design Architect, Owner's Engineer serving as Owner's project manager and Engineer during construction, another Engineer or Architect from whom Owner seeks expertise or guidance during construction of the Work. Architect or Engineer may be employed directly by Owner or be a consultant of Owner.

SC - 1.01.A.30 Add the following language to the definition of Owner. The additional language should be added immediately after the end of the first sentence of Item 1.01.A.30, as follows:

Owner may choose to administer the Contract during construction, or delegate that responsibility to Engineer.

SC - 1.01.A.33 Add the following language to the definition of Resident Project Representative immediately after the 2nd sentence of Item 1.01.A.33.

Owner may provide the RPR, or designate that responsibility to Engineer. RPR may be an employee of Owner or a consultant of Owner.

ARTICLE 2—PRELIMINARY MATTERS

2.02 *Copies of Documents*

SC-2.02 Delete Paragraph 2.02.A in its entirety and insert the following new paragraph in its place:

A. Owner shall furnish to Contractor two printed copies of conformed Contract Documents incorporating and integrating all Addenda and any amendments negotiated prior to the Effective Date of the Contract (including one fully signed counterpart of the Agreement), and one copy in electronic portable document format (PDF). Additional printed copies of the conformed Contract Documents will be furnished upon request at the cost of reproduction. In addition, Owner shall furnish to Contractor two full size (24"x36") sets of Conformed Construction Drawings, two reduced size (11"x17") sets of Conformed

Construction Drawings, and one electronic copy of Conformed Construction Drawings in PDF and AutoCAD formats. AutoCAD format is provided solely for Contractor's use in preparing and providing Owner with Record Drawings. Contractor be required to sign a release with the Design Engineer for use of the AutoCAD files.

- SC-2.05A Delete the Paragraph 2.05A in its entirety and insert the following new paragraph in its place. Paragraphs 2.05A.1, 2.05.A.2, 2.05.A.3 and 2.05.A.4 shall remain as written.
- A. At least 10 days before submission of the first Application for Payment, Contractor shall submit to Owner, a draft Application for Payment based on the schedule of values accepted by Owner in response to the Contractor's schedule of values submitted in accordance with Paragraph 2.03.A.3. No progress payment will be made to Contractor until acceptable schedules are submitted to Owner.

ARTICLE 3—CONTRACT DOCUMENTS: INTENT, REQUIREMENTS, REUSE

3.01 *Intent*

- SC-3.01.E Delete Paragraph 3.01.E in its entirety and insert the following new paragraph:
- E. Owner or Engineer may issue clarifications and interpretations of the Contract Documents as provided herein.
- SC-3.02.A.2 Amend the language of the first sentence in Paragraph 3.02.A.2 to read as follows:
- No provision of any such standard specification, manual, reference standard, or code, and no instruction of a Supplier, will be effective to change the duties or responsibilities of Owner, Contractor, or Engineer from those set forth in the part of the Contract Documents prepared by or for Owner.
- SC-3.03.A.1 Amend the language of the second sentence in Paragraph 3.03.A.1 to read as follows:
- Contractor shall promptly report in writing to Owner any conflict, error, ambiguity, or discrepancy that Contractor discovers, or has actual knowledge of, and shall not proceed with any Work affected thereby until the conflict, error, ambiguity, or discrepancy is resolved by a clarification or interpretation by Owner or Engineer, or by an amendment or supplement to the Contract issued pursuant to Paragraph 11.01.
- SC-3.04.A Add the following sentence immediately after the last sentence in Paragraph 3.04.A.
- Owner may choose to request the interpretation of the Design Engineer/Architect or another Engineer, at Owner's sole discretion. Owner, if serving as Engineer during construction, shall be the initial interpreter of the requirements of the Contract Document, and judge to the acceptability of the Work.

ARTICLE 4—COMMENCEMENT AND PROGRESS OF THE WORK

4.01 *Commencement of Contract Times; Notice to Proceed*

- SC-4.01.A Delete Paragraph 4.01.A in its entirety and insert the following new paragraph:

The Contract Times will commence to run on the date given in the Notice to Proceed. A Notice to Proceed may be given at any time within 30 calendar days after the Effective Date of the Contract. In no event will the Contract Times commence to run later than the 180th day after the day of Bid opening or the 30th day after the Effective Date of the Contract, whichever date is earlier.

4.02 *Starting the Work*

SC-4.02.A Add the following sentence immediately after the last sentence in Paragraph 4.02.A.

Work includes documentation necessary for construction including but not limited to obtaining permits, shop drawing approvals, and all other preparatory work required by the Contract Documents for the start of construction.

4.05 *Delays in Contractor's Progress*

SC-4.05.C.1 Amend Paragraph 4.05.C.1 to include hurricanes.

SC-4.05.C.2 Add the following sentence to the end of Item 4.05.C.2

Abnormal weather conditions shall apply to excessive rainfall that exceeds the historical three (3) year average for the specific month in which Contractor claims the weather delays interrupted the critical path towards completing the Work. Rainfall measurements shall be as reported by the Owner's weather station, located at the Owner's water treatment plant, or a South Florida Water Management District (SFWMD) weather station located near the Site. Actual rainfall that exceeds the historical three-year average for the specified month will justify an abnormal weather condition for which Contractor may request a change in Contract Time.

ARTICLE 5—SITE, SUBSURFACE AND PHYSICAL CONDITIONS, HAZARDOUS ENVIRONMENTAL CONDITIONS

5.03 *Subsurface and Physical Conditions*

SC-5.03 Add the following new paragraphs immediately after Paragraph 5.03.D:

- E. The following table lists the reports of explorations and tests of subsurface conditions at or adjacent to the Site that contain Technical Data, and specifically identifies the Technical Data in the report upon which Contractor may rely:

Report Title	Date of Report	Technical Data
None for this project		

- F. The following table lists the drawings of existing physical conditions at or adjacent to the Site, including those drawings depicting existing surface or subsurface structures at or adjacent to

the Site (except Underground Facilities), that contain Technical Data, and specifically identifies the Technical Data upon which Contractor may rely:

Drawings Title	Date of Drawings	Technical Data
None for this project		

- G. Contractor may examine copies of reports and drawings identified in SC-5.03.E and SC-5.03.F that were not included with the Bidding Documents at **the Jupiter Water Treatment Plant located at 17403 Central Boulevard, Jupiter, FL 33458** during regular business hours, or may request copies from Owner.

5.06 Hazardous Environmental Conditions

SC-5.06 Add the following new paragraphs immediately after Paragraph 5.06.A.3:

4. The following table lists the reports known to Owner relating to Hazardous Environmental Conditions at or adjacent to the Site, and the Technical Data (if any) upon which Contractor may rely:

Report Title	Date of Report	Technical Data
None for this project		

5. The following table lists the drawings known to Owner relating to Hazardous Environmental Conditions at or adjacent to the Site, and Technical Data (if any) contained in such Drawings upon which Contractor may rely:

Drawings Title	Date of Drawings	Technical Data
None for this project		

ARTICLE 6—BONDS AND INSURANCE

6.01 Performance, Payment, and Other Bonds

SC-6.01 Add the following paragraphs immediately after Paragraph 6.01.A:

1. *Required Performance Bond Form:* Shall be in the Form provided in the Front Ends of the Contract Documents.
2. *Required Payment Bond Form:* Shall be in the Form provided in the Front Ends of the Contract Documents.

6.03 Contractor's Insurance

SC-6.03 Supplement Article 6.03 with the following provisions immediately after Article 6.03C.

- D. *Other Additional Insureds:* As a supplement to the provisions of Paragraph 6.03.C of the General Conditions, the commercial general liability, automobile liability, umbrella or excess,

pollution liability, and unmanned aerial vehicle liability policies must include as additional insureds Owner, Engineer, Architect and other entities as follows:

The following language shall appear on the Certificate of Insurance:

“The Town of Jupiter, Florida its employees, agents, consultants, contractors, is hereby named Additional Insured under the terms of this policy and shall be provided any Notice of Cancellation of any of the required policies.” The Certificate of Insurance shall be issued to Town of Jupiter, Attn: Amanda Barnes, 17403 Central Boulevard, Jupiter, FL 33458.

“Palm Beach County Board of County Commissioners, Its Employees, Agents and Contractors is an additional insured for General Liability insurance.”

A thirty (30) day Notice of Cancellation is required and must be stated on the Certificate of Insurance.

Certificates of Insurance (COI) shall be maintained current for the duration of the Contract. Contractor is responsible to provide Owner with updated COIs during the course of the Contract.

- E. *Workers' Compensation and Employer's Liability:* Contractor shall purchase and maintain workers' compensation and employer's liability insurance for the following minimum limits.

Worker's Compensation and Employer's Liability	Policy limits of not less than:
Statutory Limits	
Each Accident	\$100,000
Disease-Policy Limit	\$500,000
Disease-Each Employee	\$100,000

F. Commercial General Liability

- a. *Commercial General Liability—Claims Covered:* Contractor shall purchase and maintain commercial general liability insurance, covering all operations by or on behalf of Contractor, on an occurrence basis, against claims for:

1. damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees,
2. damages insured by reasonably available personal injury liability coverage, and
3. damages because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom.

b. Commercial General Liability—Minimum Policy Limits

<u>Commercial General Liability</u>	Policy limits of not less than:
General Aggregate	\$3,000,000
Products—Completed Operations Aggregate	\$1,000,000
Personal and Advertising Injury	\$1,000,000
Bodily Injury and Property Damage—Each Occurrence	\$1,000,000

- c. Commercial General Liability—Form and Content: Contractor's commercial liability policy must be written on a 1996 (or later) Insurance Services Organization, Inc. (ISO) commercial general liability form (occurrence form) and include the following coverages and endorsements:
1. Products and completed operations coverage.
 - a. Such insurance must be maintained for three years after final payment.
 - b. Contractor shall furnish Owner and each other additional insured (as identified in the Supplementary Conditions or elsewhere in the Contract) evidence of continuation of such insurance at final payment and three years thereafter.
 2. Blanket contractual liability coverage, including but not limited to coverage of Contractor's contractual indemnity obligations in Paragraph 7.18.
 3. Severability of interests and no insured-versus-insured or cross-liability exclusions.
 4. Underground, explosion, and collapse coverage.
 5. Personal injury coverage, with employment exclusion deleted.
 6. Additional insured endorsements that include both ongoing operations and products and completed operations coverage through ISO Endorsements CG 20 10 10 01 and CG 20 37 10 01 (together). If Contractor demonstrates to Owner that the specified ISO endorsements are not commercially available, then Contractor may satisfy this requirement by providing equivalent endorsements.
 7. For design professional additional insureds, ISO Endorsement CG 20 32 07 04 "Additional Insured—Engineers, Architects or Surveyors Not Engaged by the Named Insured" or its equivalent.
- d. Commercial General Liability—Excluded Content: The commercial general liability insurance policy, including its coverages, endorsements, and incorporated provisions, must not include any of the following:
1. Any modification of the standard definition of "insured contract" (except to delete the railroad protective liability exclusion if Contractor is required to indemnify a railroad or others with respect to Work within 50 feet of railroad property).
 2. Any exclusion for water intrusion or water damage.
 3. Any provisions resulting in the erosion of insurance limits by defense costs other than those already incorporated in ISO form CG 00 01.
 4. Any exclusion of coverage relating to earth subsidence or movement.
 5. Any exclusion for the insured's vicarious liability, strict liability, or statutory liability (other than worker's compensation).
 6. Any limitation or exclusion based on the nature of Contractor's work.
 7. Any professional liability exclusion broader in effect than the most recent edition of ISO form CG 22 79.

- G. *Automobile Liability*: Contractor shall purchase and maintain automobile liability insurance for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance, or use of any motor vehicle. The automobile liability policy must be written on an occurrence basis.

Automobile Liability	Policy limits of not less than:
Bodily Injury	
Each Person	\$1,000,000
Each Accident	\$1,000,000
Property Damage	
Each Accident	\$1,000,000
[or]	
Combined Single Limit	
Combined Single Limit (Bodily Injury and Property Damage)	\$2,000,000

- H. *Contractor's Pollution Liability Insurance*: Contractor shall purchase and maintain a policy covering third-party injury and property damage, including cleanup costs, resulting from pollution conditions arising from Contractor's operations and completed operations. This insurance must be maintained for no less than three years after final completion of the Contract.

Contractor's Pollution Liability	Policy limits of not less than:
Each Occurrence/Claim	\$1,000,000
General Aggregate	\$1,000,000

- I. *Umbrella Excess Liability – Minimum Policy Limits*:

Umbrella Excess Liability	Policy limits of not less than:
Each Occurrence	\$1,000,000
Annual Aggregate	\$1,000,000

The aforementioned umbrella coverage shall be no more restrictive than coverage required for the underlying policies.

SC-6.04. Add the following sentence immediately before Paragraph 6.04.A

If the Bid Proposal or Bid Schedule of Values contains a Bid Item or Pay Item for Builder's Risk Insurance, then Contractor shall provide Builder's Risk Insurance as required by Article 6.04 of the General Conditions. If a Bid Item or Pay Item for Builder's Risk Insurance is not provided in the Bid Proposal or Bid Schedule of Values (or associated addenda) then Contractor is not required to provide Builder's Risk Insurance for the Contract.

ADD the following paragraphs immediately after 6.04E.

F. *Builder's Risk Requirements:* The builder's risk insurance must:

1. be written on a builder's risk "all risk" policy form that at a minimum includes insurance for physical loss or damage to the Work, temporary buildings, falsework, and materials and equipment stored and in transit, and must not exclude the coverage of the following risks: fire; windstorm; hail; flood; earthquake, volcanic activity, and other earth movement; lightning; riot; civil commotion; terrorism; vehicle impact; aircraft; smoke; theft; vandalism and malicious mischief; mechanical breakdown, boiler explosion, and artificially generated electric current; collapse; explosion; debris removal; demolition occasioned by enforcement of Laws and Regulations; and water damage (other than that caused by flood).
 - a. Such policy will include an exception that results in coverage for ensuing losses from physical damage or loss with respect to any defective workmanship, methods, design, or materials exclusions.
 - b. If insurance against mechanical breakdown, boiler explosion, and artificially generated electric current; earthquake, volcanic activity, and other earth movement; or flood, are not commercially available under builder's risk policies, by endorsement or otherwise, such insurance will be provided through other insurance policies acceptable to Owner and Contractor.
2. cover, as insured property, at least the following: (a) the Work and all materials, supplies, machinery, apparatus, equipment, fixtures, and other property of a similar nature that are to be incorporated into or used in the preparation, fabrication, construction, erection, or completion of the Work, including Owner-furnished or assigned property; (b) spare parts inventory required within the scope of the Contract; and (c) temporary works which are not intended to form part of the permanent constructed Work but which are intended to provide working access to the Site, or to the Work under construction, or which are intended to provide temporary support for the Work under construction, including scaffolding, form work, fences, shoring, false work, and temporary structures.
3. cover expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of contractors, engineers, and architects).
4. extend to cover damage or loss to insured property while in temporary storage at the Site or in a storage location outside the Site (but not including property stored at the premises of a manufacturer or Supplier).
5. extend to cover damage or loss to insured property while in transit.
6. allow for the waiver of the insurer's subrogation rights, as set forth in this Contract.

7. allow for partial occupancy or use by Owner by endorsement, and without cancellation or lapse of coverage.
 8. include performance/hot testing and start-up, if applicable.
 9. be maintained in effect until the Work is complete, as set forth in Paragraph 15.06.D of the General Conditions, or until written confirmation of Owner's procurement of property insurance following Substantial Completion, whichever occurs first.
 10. include as named insureds the Owner, Contractor, Subcontractors (of every tier), and any other individuals or entities required by this Contract to be insured under such builder's risk policy. For purposes of Paragraphs 6.04, 6.05, and 6.06 of the General Conditions, and this and all other corresponding Supplementary Conditions, the parties required to be insured will be referred to collectively as "insureds." In addition to Owner, Contractor, and Subcontractors of every tier, include as insureds the following:
 - a. No others for this Contract.
 11. include, in addition to the Contract Price amount, the value of the following equipment and materials to be installed by the Contractor but furnished by the Owner or third parties:
 - a. None for this Contract.
- G. Builder's Risk and Other Property Insurance Deductibles: The purchaser of any required builder's risk, installation floater, or other property insurance will be responsible for costs not covered because of the application of a policy deductible.

ARTICLE 7—CONTRACTOR'S RESPONSIBILITIES

7.03 Labor; Working Hours

- SC-7.03.C Amend the first and second sentences of Paragraph 7.03.C to state "...all Work at the Site must be performed during regular working hours, Monday through Friday. Contractor shall not perform Work on a Saturday, Sunday, or any legal holiday."
- SC-7.03.C Delete the third sentence in its entirety and insert the following sentences in its place.
- Contractor may request in writing, to Owner, to perform Work outside of regular working hours. Owner is not obligated to consent to Work occurring outside of regular working hours, if it is not in Owner's best interest. Contractor will reimburse Owner for inspection costs incurred by Owner for Work performed outside of regular working hours, whether those costs be Town staff overtime or Town consultant charges. Contractor's reimbursement to Owner will be as described in SC-7.03.D.
- SC-7.03.C Add the following new subparagraphs immediately after Paragraph 7.03.C:
1. Regular working hours will be Monday through Friday, 8 am – 5 pm. Work requiring inspection shall be scheduled to occur Monday through Friday, between the hours of 8 am – 4 pm.
 2. Owner's legal holidays for the year 2024 are as follows:

Monday, Jan. 1, 2024	New Year's Day
Monday, Jan. 15, 2024	Martin Luther King Jr. Day
Monday, Feb. 19, 2024	President's Day

Monday, May 27, 2024	Memorial Day
Wednesday, June 19, 2024	Juneteenth
Thursday, July 4, 2024	Independence Day
Monday, Sept. 2, 2024	Labor Day
Monday, Nov. 11, 2024	Veteran's Day
Thursday, Nov. 28, 2024	Thanksgiving Day
Friday, Nov. 29, 2024	Thanksgiving Holiday
Tuesday, Dec. 24, 2024	Christmas Eve Day
Wednesday, Dec. 25, 2024	Christmas Day

If Contract Work goes beyond 2024, Contractor shall anticipate observance of the same holidays (not the same dates) for year 2025 and future years. Owner will provide Contractor with the new holiday schedule upon request.

SC-7.03.D Add the following new paragraph immediately after Paragraph 7.03.C:

- D. Contractor shall be responsible for the cost of any overtime pay or other expenses incurred by Owner for construction observations, inspection and/or other services, including but not limited to those of the Resident Project Representative, Engineer, Owner's staff, geotechnical testing, or other, occasioned by the performance of Work outside of regular working hours (Saturday, Sunday, legal holiday, Owner observed holiday, or overtime on any regular work day). Contractor shall execute a deductive change order with Owner to reduce the Contract Value by the cost of the expenses incurred by Owner and resulting from Work outside of regular work hours. If Contractor does not sign such change order, or if the parties are unable to agree as to the amount owed, then Owner may impose a reasonable set-off against payments due under Article 15.

7.09 Permits

SC-7.09.B Add a new paragraph immediately after Paragraph 7.09.A:

- B. Contractor shall provide evidence of insurance as required by permit conditions, regardless of whether permit is obtained by Contractor or Owner.

SC-7.09.C Add a new paragraph immediately after Paragraph 7.09.B:

- C. Contractor shall construct the Work in accordance with all permit conditions, regardless of whether permit is obtained by Contractor or Owner.

7.10 Taxes

SC-7.10.B Add a new paragraph immediately after Paragraph 7.10.A:

- B. Owner is exempt from payment of sales and compensating use taxes of the State of Florida and of cities and counties thereof on all materials to be incorporated into the Work. Owner may exercise its rights to purchase materials to be incorporated into the Work of this Contract under the provisions governing the State of Florida's Sales and Use Tax Exemption for Owner furnished materials as follows:
1. Sales and Use Taxes. Owner is exempt from paying sales and use taxes on materials and equipment purchased for and incorporated into this Public Works Contract (hereinafter the "Project") in accordance with Florida Statute 12A-1.094. The Owner shall make direct purchases of all materials and equipment purchased for, or to be

incorporated into the Project, as agreed upon between the Contractor and the Owner. All direct purchases of materials and equipment shall be made by the Owner with funds specifically allocated for construction of the Project. Contractor shall provide Owner with a proposed deductive change order no later than 10 calendar days after request by Owner for materials and equipment to be purchased by the Owner for the Project. The proposed deductive change order shall include the costs of the materials to be purchased by the Owner including sales tax. The Town of Jupiter Purchase Order Standard Terms and Conditions, Certificate of Entitlement and Construction Contract Documents (plans and specifications) and requirements shall apply to work performed under this program. Each vendor/supplier of equipment under this Sales Tax Recovery Program shall be obligated to meet the requirements of the Town of Jupiter Construction Contract Documents and State Law (F.S. 12A-1.094).

2. The Contractor shall: (a) compile Contractor's and any Subcontractors' itemized requirement for materials and equipment, including quantities, unit costs, manufacturers' or vendors' catalogue or order numbers, delivery instructions, and other specific information that is required to order the specific materials and equipment, and terms and conditions to be imposed on suppliers regarding delivery and submittal time requirements, and quantities thereof required by Contractor or Subcontractors in accordance with the applicable requirements of the Construction Contract, from time to time, during the construction of the Project, as materials and equipment need to be ordered for the Project, and submit such compilation to the Owner's designated representative: (b) prepare a requisition for such materials and equipment and (c) deliver any such requisition to the owner's designated representative no less than thirty (30) days prior to the date the manufacturer or vendor of the materials or equipment, as the case may be, requires orders for such materials or equipment to be placed to assure delivery of such materials or equipment to the Site in accordance with the Project Schedule (the "Order Date"). The requisitions shall identify the Order Date. Upon receipt of any such requisition the Owner's designated representative shall forward same to the Owner. The Owner shall issue a Purchase Order directly to the vendor of the materials or equipment, prior to the Owner Date (a Purchase Order). The Owner shall include with any such Purchase Order, a copy of the owner's sales and use tax exemption certificate, a Certificate of Entitlement and the order requisition prepared by the Contractor. The Owner shall also provide the Contractor with a Certificate of Entitlement for each vendor from which materials or equipment is purchased under this program. The vendor shall issue the invoice directly to the Owner. The owner shall make direct payment to the vendor.
3. The Contractor, upon the delivery of any such materials or equipment, shall verify the conformity of such materials or equipment with the terms of the Purchase Order and the Contract Documents. If the Contractor determines that the materials and equipment are conforming, the Owner shall take title and possession of such material and equipment before such materials and equipment are incorporated into the Project. If the Contractor determines that the materials and equipment are non-conforming, the Contractor shall immediately notify the Owner in writing and the Owner shall reject such material and equipment.

4. The Owner shall assume all risk of loss on all materials and equipment purchased pursuant to its sales and use tax exemption.
5. To the extent that materials and equipment are purchased pursuant to the Owner's sales and use tax exemption, the Contractor shall reduce the Contractor Amount and the penal sum of its public construction bond by 1.06, or the applicable sales and use tax at the time, times the cost of the materials and equipment purchased directly by the Owner.
6. The Contractor shall be fully responsible for all matters relating to the receipt of materials and equipment furnished by the Owner in accordance with this Special Condition, including, but not limited to, the responsibility for verifying correct quantities, verifying documents or orders in a timely manner, coordinating purchases, providing and obtaining all warranties and guarantees required by the Contract Documents, inspection and acceptance of the materials and equipment at the time of delivery, and loss or damage to materials and equipment following acceptance of items due to the negligence of such Contractor or any Subcontractors. The Contractor shall coordinate delivery schedules, sequence of delivery, loading orientation, and other arrangements normally required by such Contractor for the particular materials furnished. The Contractor shall provide or arrange for all services required for the unloading, handling and storage of such materials and equipment through installation.
7. The Contractor shall visually inspect all shipments from material and equipment vendors purchased directly by the Owner in accordance with this Special Condition (the "Owner Furnished Materials") and approve the vendors' invoices for materials or equipment delivered, as Owner-Furnished Materials are furnished to the Site in accordance with this Special Condition. The Contractor shall assure that each delivery of Owner Furnished Materials is accomplished by documentation adequate to identify the Purchase Order against which the purchase is made. This documentation may consist of a delivery ticket and an invoice from the vendor conforming to the Purchase Order, together with such additional information as the Owner may require. The Contractor shall deliver to the Owner's designated representative all invoices for materials and equipment upon verification by such Contractor that the materials and equipment conform exactly to the Contract Documents and the Purchase Order. Upon receipt of any invoice for Owner Furnished Materials, the Owner's designated representative shall deliver such invoice to the Owner for payment directly to the Vendor.
8. The Contractor shall inspect all Owner Furnished Materials to determine that such Owner Furnished Materials conform to the Contract Documents, including the Drawings and the Specifications, and to determine prior to incorporation into the work whether such Owner Furnished Materials are patently defective, and whether such Owner Furnished Materials are identical to the materials ordered and match the description of the bill of lading and the Purchase Order. If Contractor discovers defective or non-conforming Owner Furnished Materials upon such visual inspection, Contractor shall: (a) not recommend acceptance of such non-conforming materials and equipment, (b) not utilize such non-conforming or defective materials in the work; (c) not allow Subcontractor to utilize such non-conforming or defective materials in the work; and (d) promptly notify the Owner's designated representative,

in writing, of the defective or non-conforming condition so that repair or replacement of those Owner Furnished Materials can occur without any undue delay or interruption to the Project. In the event that such Contractor fails to perform such inspection or otherwise incorporates into the work such defective or non-conforming materials, the Contractor shall be responsible for the repair and replacement of defective or non-conforming materials, at its sole cost and expense.

9. The Contractor shall maintain records of all Owner Furnished Materials incorporated into the work from the stock of Owner Furnished Materials. The Contractor shall account monthly to the Owner's designated representative and Owner for any Owner Furnished Materials delivered to the site, indicating which Owner Furnished Materials have been incorporated into the work.
10. The Contractor shall be responsible for obtaining and managing all warranties and guarantees for all Owner Furnished Materials. All repair, maintenance or damage-repair calls shall be forwarded by the Owner to the Contractor for resolution with the appropriate vendor or Subcontractor through the warranty period.
11. After the Owner takes possession of the Owner Furnished Materials at the site, possession of the Owner shall immediately and automatically transfer to the Contractor without notice. The transfer of possession of Owner Furnished Materials from the Owner to the Contractor shall constitute a bailment for the mutual benefit of the Owner and such Contractor. The Owner shall be considered the bailor and the Contractor the bailee of the Owner Furnished materials. Owner Furnished Materials shall be considered returned to the Owner for purposes of their bailment at such time as they are incorporated into the Project or consumed in the process of completing the Project.
12. The Contractor shall purchase and maintain builder's risk insurance, naming the Owner as an additional insured, sufficient to protect against loss of or damage to Owner Furnished Materials. Such insurance shall be in the amount stated elsewhere in the Contract and shall cover the full value of any Owner Furnished Materials between the time the Owner first takes title to and possession of any of such Owner Furnished Materials until final completion of the work."
13. The Owner shall not be liable for any interruption or delay damages in the project by virtue of ordering the Owner Furnished Materials, for any defects or other problems with the project by virtue of ordering the Owner Furnished Materials, or for any extra costs resulting from any delay in the delivery of, or defects in, the Owner Furnished Materials.
14. The Contractor, on a monthly basis, shall review invoices submitted by all vendors of Owner Furnished Materials delivered to the site during the prior month and either concur or object to the Owner's Issuance of payment to the vendors, based upon such Contractor's records of materials delivered to the site and whether any of the Owner Furnished Materials for which payment has not been made were either non-conforming or defective.
15. In order to arrange for the prompt payment to the vendor, the Contractor shall provide to the Owner's designated representative a list of the acceptance of the goods or materials within fifteen (15) days of receipt of said goods or materials.

Accompanying the list shall be a copy of the applicable purchase order, invoices, delivery tickets, written acceptance of the delivered items, and such other documentation as may be reasonably required by the Owner. Upon receipt of the appropriate documentation, the Owner shall process vendor's invoice for payment directly to vendor by electronic funds transfer (EFT) based upon the receipt of data provided. The Contractor shall assist the Owner to immediately obtain partial or final release of waivers as appropriate. The Owner shall not make any payment without the appropriate Contractor's concurrence and approval. Owner shall hold up to 5% retention on Owner Furnished Materials against the Vendor, for equipment requiring operational and start-up testing, if a specific pay item is not identified for such start-up and testing. Owner shall release retention upon successful start-up and operational testing of the equipment as agreed to between the Owner, Contractor and Vendor. Owner may, at Owner's discretion, hold up to 2% retention until vendor record drawings and operation and maintenance manuals are accepted by the Contractor and Owner.

16. The Contractor may, in its reasonable discretion, require certain material and equipment vendors to provide a supply bond in the amount of one-hundred percent (100%) of the purchase order price. The supply bond, if required, shall be issued by a qualified surety company authorized to do business in the State of Florida and acceptable to the Owner. If the supply bond is required, the costs thereof will be added to the amount of the purchase order. The Contractor shall verify that a vendor can furnish a supply bond. All bonds will name the Owner and the Contractor as additional obliges. To the extent that materials and equipment are purchased pursuant to the Owner's sales and use tax exemption, the Contractor shall reduce the Contract Amount and the penal sum of its public construction bond by 1.06, or the applicable sales and use tax at the time, times the cost of the materials and equipment purchased directly by the Owner.
17. The Contractor is advised that the following list of equipment may be included under the sales and use tax exemption program for Owner furnished equipment. This list is provided to the Contractor for informational purposes only. The Owner reserves the right to revise the quantity of Owner furnished equipment by deleting equipment listed or including equipment not listed herein. Contractor may make suggestions to Owner as to other components of the project that may be Owner purchased under this program for this project.
 - Line Stop Fittings
 - Valves
 - Pipe
 - Fittings

Purchase Order Standard Terms and Conditions and a Certificate of Entitlement are provided as Exhibit A in at the end of these Supplemental Conditions. Both of these documents will be issued to the Vendor for procurement of materials and supplies to be incorporated into this Contract under the Sales and Use Tax Exemption Program. Contractor will also receive copies of the Certificate of Entitlement, and purchase order to vendor with purchase order standard terms and conditions.

ARTICLE 8—OTHER WORK AT THE SITE

No changes are made to the General Conditions for this Article.

ARTICLE 9—OWNER'S RESPONSIBILITIES

9.13 *Owner's Site Representative*

SC-9.13 Add the following new paragraph immediately after Paragraph 9.12 of the General Conditions:

9.13 *Owner's Administration of Contract and Site Representative*

- A. Owner may choose to administer the Contract during construction, or extend that responsibility to Engineer. If Owner chooses to administer the Contract during construction, Owner will furnish the Engineer to manage the Contract and certify construction completion for close out of regulatory permits. Owner's Engineer is an employee of the Owner, not an Engineering consultant, or agent. Owner may at Owner's discretion refer to the Owner's Design Architect/Engineer/outside consultant for interpretation, input, and review of components during administration of the Contract. Owner's Engineer has the same authority and responsibility as Engineer under this Contract, if Owner is administering the Contract.
- B. Owner may choose to furnish the "Owner's Site Representative" to represent Owner at the Site and assist Owner in observing the progress and quality of the Work. The Owner's Site Representative will be an employee of Owner. Owner may at Owner's discretion request outside assistance from Owner's consulting Engineer or Architect to furnish a Site Representative to assist with construction observation and inspection.

ARTICLE 10—ENGINEER'S STATUS DURING CONSTRUCTION

10.01 *Owner's Representative*

SC10.01.A.1 Add the following new subparagraph immediately after Paragraph 10.01.A:

1. Owner may choose to manage the Contract and serve as Engineer during construction. Owner's Engineer and Owner's consulting Design Engineer will have all authority as described in Article 10.04 of the General Conditions. Owner's Engineer may request assistance from the Design Engineer with items such as shop drawing reviews, interpretations, clarifications during construction, certifications, and to provide other input as requested by Owner at Owner's sole discretion.

10.03 *Resident Project Representative*

SC10.03.A. Add the following new subparagraph immediately after Paragraph 10.03.A:

1. Owner may choose to provide the Resident Project Representative for this Contract. Owner's consulting Engineer may at the request of Owner, assist Owner with observation and inspection of the Work.

SC-10.03.A Add the following new subparagraph immediately after Paragraph 10.03.A:

1. Owner may choose to furnish the Resident Project Representative to represent Engineer at the Site or assist Engineer in observing the progress and quality of the Work.

SC-10.03.C Add the following new paragraphs immediately after Paragraph 10.03.B:

- C. The Resident Project Representative (RPR) will be Owner's/Engineer's representative at the Site. RPR's dealings in matters pertaining to the Work in general will be with the Owner, Engineer, and Contractor. RPR's dealings with Subcontractors will only be through or with the full knowledge or approval of Contractor. The RPR will:
1. *Conferences and Meetings:* Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences, and other Project-related meetings (but not including Contractor's safety meetings), and as appropriate prepare and circulate copies of minutes thereof.
 2. *Safety Compliance:* Comply with Site safety programs, as they apply to RPR, and if required to do so by such safety programs, receive safety training specifically related to RPR's own personal safety while at the Site.
 3. *Liaison*
 - a. Serve as Owner's liaison with Contractor. Working principally through Contractor's authorized representative or designee; assist in providing information regarding the provisions and intent of the Contract Documents.
 - b. Serve as Owner's liaison with Contractor when Contractor's operations affect Owner's on-site operations.
 - c. Assist in obtaining from Owner additional details or information, when required for Contractor's proper execution of the Work.
 4. *Review of Work; Defective Work*
 - a. Conduct on-site observations of the Work to assist Owner's Engineer in determining, to the extent set forth in Paragraph 10.02, if the Work is in general proceeding in accordance with the Contract Documents.
 - b. Observe whether any Work in place appears to be defective.
 - c. Observe whether any Work in place should be uncovered for observation, or requires special testing, inspection or approval.
 5. *Inspections and Tests*
 - a. Observe Contractor-arranged inspections required by Laws and Regulations, including but not limited to those performed by public or other agencies having jurisdiction over the Work.
 - b. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Work.
 6. *Payment Requests:* Review Applications for Payment with Contractor.
 7. *Completion*
 - a. Participate in Owner Engineer's visits regarding Substantial Completion.
 - b. Assist in the preparation of a punch list of items to be completed or corrected.

- c. Participate in Owner Engineer's visit to the Site in the company of Contractor regarding completion of the Work and prepare a final punch list of items to be completed or corrected by Contractor.
 - d. Observe whether items on the final punch list have been completed or corrected.
- D. The RPR will not:
 - 1. Authorize any deviation from the Contract Documents or substitution of materials or equipment (including "or-equal" items).
 - 2. Exceed limitations of Engineer's authority as set forth in the Contract Documents.
 - 3. Undertake any of the responsibilities of Contractor, Subcontractors, or Suppliers.
 - 4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of construction.
 - 5. Advise on, issue directions regarding, or assume control over security or safety practices, precautions, and programs in connection with the activities or operations of Owner or Contractor.
 - 6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Owner's Engineer.
 - 7. Authorize Owner to occupy the Project in whole or in part.

ARTICLE 11—CHANGES TO THE CONTRACT

11.03 *Work Change Directives*

SC-11.03.B.1 Delete Paragraphs 1 and 2 in their entirety and replace them with the following paragraphs.

- 1. Contractor believes that an adjustment in Contract Times or Contract Price is necessary, then Contractor shall submit any Change Proposal seeking such an adjustment prior to performance of the changed work and within seven (7) days of receipt of the Work Change Directive from Owner. Contractor shall not proceed with changed work for which Contractor believes an adjustment in Contract Times or Contract Price is necessary without written approval from Owner.
- 2. Owner believes that an adjustment in Contract Times or Contract Price is necessary, then Owner shall request from Contractor a proposal within seven (7) days of issuance of the Work Change Directive and prior to the performance of the changed work.

11.04 *Field Orders*

SC-11.04.B Add the following sentence after the last sentence in Article 11.04.B.

Contractor shall obtain written approval from Owner to proceed with the Work, before performing the Work.

ARTICLE 12—CLAIMS

No changes are made to the General Conditions for this Article.

ARTICLE 13—COST OF WORK; ALLOWANCES, UNIT PRICE WORK

13.01 *Cost of the Work*

SC-13.01 Supplement Paragraph 13.01.B.5.c.(2) by adding the following sentence:

The equipment rental rate book that governs the included costs for the rental of machinery and equipment owned by Contractor (or a related entity) under the Cost of the Work provisions of this Contract is the most current edition of Rental Rate Blue Book for Construction Equipment.

SC-13.01 Supplement Paragraph 13.01.C.2 by adding the following definition of small tools and hand tools:

- a. For purposes of this paragraph, “small tools and hand tools” means any tool or equipment whose current price if it were purchased new at retail would be less than \$500.

13.03 *Unit Price Work*

SC-13.03 Delete Paragraph 13.03.E in its entirety and insert the following in its place:

E. *Adjustments in Unit Price*

1. Unit prices shall remain firm for the duration of the Contract. No changes in unit price shall be permitted.

ARTICLE 14—TESTS AND INSPECTIONS; CORRECTION, REMOVAL, OR ACCEPTANCE OF DEFECTIVE WORK

14.05.B Delete Paragraph 14.05.B in its entirety and insert the following in its place:

- B. If any Work is covered contrary to the written request of Engineer, or requirements of the Contract Documents, including Drawings and Specifications, then Contractor shall, if requested by Engineer, uncover such Work for Engineer’s observation, and then replace the covering, all at the Contractor’s expense.

ARTICLE 15—PAYMENTS TO CONTRACTOR, SET OFFS; COMPLETIONS; CORRECTION PERIOD

15.01 *Progress Payments*

SC-15.01 Add the following sentences immediately before Paragraph 15.01 as follows:

All references to the term Engineer in Article 15 shall refer to Owner’s Engineer, who is administering the Contract, serving as Owner’s project manager, and serving as Engineer during construction.

SC-15.01.C.1 Amend the language of Paragraph 15.01.C.1 to read as follows:

1. Owner will, within 14 days, after receipt of each Application for Payment from Contractor, including each resubmittal, either indicate in writing to Contractor that Owner agrees with the recommendation for payment and payment will be made, or return the Application to Contractor indicating in writing the reasons for Owner’s

refusal to recommend payment. In the latter case, Contractor shall make the necessary corrections and resubmit the Application.

SC-15.01.D.1 Amend the language of Paragraph 15.01.D.1 to read as follows:

1. Thirty (30) days after presentation of the Application for Payment to Owner with Engineer's recommendation, the amount recommended (subject to any Owner set offs) will become due, and when due will be paid by Owner to Contractor.

15.03 *Substantial Completion*

SC-15.03 Add the following new subparagraph to Paragraph 15.03.B:

1. If some or all of the Work has been determined not to be at a point of Substantial Completion and will require re-inspection or re-testing by Engineer, the cost of such re-inspection or re-testing, including the cost of time, travel and living expenses, will be paid by Contractor to Owner. If Contractor does not pay, or the parties are unable to agree as to the amount owed, then Owner may impose a reasonable set-off against payments due under this Article 15.

ARTICLE 16—SUSPENSION OF WORK AND TERMINATION

No changes are made to the General Conditions for this Article.

ARTICLE 17—FINAL RESOLUTIONS OF DISPUTES

No changes are made to the General Conditions for this Article.

ARTICLE 18—MISCELLANEOUS

No changes are made to the General Conditions for this Article.

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**EXHIBIT A— FORMS ASSOCIATED WITH SALES AND USE TAX EXEMPTION PROGRAM FOR
PROCUREMENT OF MATERIALS, BY OWNER, TO BE INCORPORATED INTO THIS PROJECT**

**PURCHASE ORDER STANDARD TERMS AND CONDITIONS
FOR
TOWN OF JUPITER UTILITIES**

- 1) Purchase Order number must show on all invoices, shipments, correspondence, and any other documents related to the purchase order.
- 2) Invoices shall be submitted in triplicate. If a partial shipment is made, so state this on the invoice. Also state whether the invoice is final or complete.
- 3) This purchase order is subject to the approval of 6 copies of submitted data prior to fabrication and shipment.
- 4) Vendor's final invoice will not be honored until receipt of 3 final copies of operation and maintenance instructions, the Contract Documents, spare parts lists, and record drawings, if applicable.
- 5) All material and equipment furnished hereunder shall be in strict compliance with plans, specifications, and general conditions of the Contract between _____ (Contractor) and (Purchaser) the Town of Jupiter Utilities (Owner) entitled " _____ " (name of contractor) and / or with any other contractor, in connection with the job for which these items are furnished, and vendor shall be bound thereby in the performance of this contract. Vendor expressly warrants that all material and equipment covered by this purchase order shall produce capacities or meet design specifications and function as called for in the applicable plans and specifications, or as set forth in the text of this order.
- 6) All material and equipment contemplated under this order shall be subject to the approval of the Purchaser and the Owner, and / or his Architects, Engineers, or other parties designated by the Owner. All materials and equipment furnished under this order, shall be subject to Purchaser's inspection and testing to determine compliance with the requirements of this order. Vendor shall furnish the indicated number of submittal data or samples for said approval.
- 7) Owner shall issue to Vendor and Contractor with this purchase order a completed and signed Certificate of Entitlement. A copy of Owner's Florida Consumer's Certificate of Exemption shall accompany the purchase order issued directly to the Vendor.
- 8) Vendor guarantees against defects in material or workmanship all items covered by this purchase order and will repair or replace, freight prepaid to jobsite without cost to purchaser or Owner, any part found to be defective in material or workmanship within that time provided by the Contract Documents as indicated, or one year from date of initial operation or 18 months from date of shipment, whichever is longer. On any part found to be defective at jobsite prior to initial startup seller shall make repairs or replacement with his own forces or reimburse Contractor for necessary labor. Defective parts will be returned freight collect only upon written request and instructions from the vendor. In the event more than one person or entity is listed on the front side of this purchase order as Vendor or is identified as an agent, that person or entity shall also be fully liable on and responsible for the performance of all of the Vendor's obligations under this purchase order. Initial Operation shall be when the materials or equipment are placed into service for use by Owner.
- 9) Notice to Purchaser of all shipments of equipment and / or materials shall be given immediately, noting date, routing, order number, description, and copy of bill of lading. Ultimate delivery of equipment requiring rigging shall be made by suitable vehicle. Equipment and / or materials in transit shall be adequately protected from the elements. The materials and equipment covered by this order shall remain the property of the Vendor until actually received at the destination by the Purchaser and Owner. Payment for goods damaged in transit, regardless of how shipped, will be withheld until repairs or replacement are made and claim against transportation company is resolved.

10) Cancellation of all or any part of this order to be affected at no cost to Contractor or Owner for failure of the Vendor to:

- a) Secure written approval of submittal data by approving authority or purchaser.
- b) Furnish any portion of this order within specified time limits.

11) In the event the contract price or prices and terms set forth herein, including any changes that may be made therein, violate an applicable schedule, regulation or order here before or hereafter issued by an approved Government Agency, the contract price or prices shall be the maximum prices permitted by, and the terms shall be in accordance with such schedule, regulations or order. All prices listed on the front side of this order are firm for duration of the project and no escalation will be allowed. Vendor shall not assign this purchase order without the written consent of Purchaser and Owner; except however, Vendor assigns to Purchaser all of Vendor's right and interest in any payments due or to become due to Vendor under this purchase order as security for the payment and satisfaction of any sums due Purchaser or to become due to Purchaser under this or any other purchase order, contract or agreement between Vendor and Purchaser or debt due Purchaser for which Vendor may be liable to Purchaser.

12) The Vendor hereby agrees to indemnify, defend and hold harmless the Purchaser and Owner, and their officers, agents, employees and designees from and against all claims, liability, damages, losses, costs, or expenses whatsoever (including without limitation all attorney's fee, cost and expenses) arising out of or in connection with this Purchase Order and the materials, goods, or services provided by Vendor including without limitation those attributable to bodily injury or death, property damage or destruction, or by reason of any action or alleged infringement or letters patent or any litigation based thereon covering any article purchased hereunder. Such indemnification shall not include claims of, or damages resulting from, gross negligence, or willful, wanton or intentional misconduct of the parties indemnified hereunder. Vendor's indemnification is limited to the extent of insurance coverage maintained by Vendor, or One Million Dollars (\$1,000,000), whichever is greater. [NOTE: If this Purchase Order is in connection with a public agency's project, then Vendor's indemnity obligations are limited to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of Vendor and persons employed or utilized by Vendor in the performance of the Purchase Order.]

13) Vendor shall furnish all necessary releases, lien waivers, affidavits, or other documents, all as required by the Contract Documents and / or to keep the Owner's premises free from liens or claims arising out of the furnishing of materials or equipment herein, as payments are made from time to time under this order.

14) Any acceptance in a manner or on terms and conditions different from those contained in this order shall not operate as an acceptance. This order, when accepted by the Vendor, shall constitute a valid and binding contract which shall be governed by and construed according to the laws of the State of Florida. All prior options, conversations, or preliminary negotiations shall be deemed to be merged in this order.

15) The above conditions and conditions printed or typed on front of side of this order, can only be changed by written authorization of the Contractor and the Owner, and are not to be abridged by any terms or conditions of sale printed on Vendor's quotation, acknowledgement, invoice, or other like form.

The terms and conditions contained in this order shall be binding upon Vendor unless it objects in writing within 10 days of receipt this order.

16) All purchases are F.O.B. destination, freight prepaid by Seller unless otherwise stated on the Purchase Order. Collect shipments will not be accepted.

17) Calculations for invoice payment will be calculated from date Town receives the invoice.

18) Title of goods shall pass to Buyer upon acceptance.

19) Seller shall comply with the Fair Labor Standards Act and Equal Employment Opportunity Provisions of Executive Orders.

20) Seller is expressly prohibited from delegating its duties and obligations or transferring or assigning its rights hereunder without the prior written approval of Buyer.

21) If items purchased are classified as toxic or hazardous substances under Chapter 403, Florida Statutes, Seller must submit copies of the Material Safety Data Sheet IMSOSI for each substance to the Town of Jupiter's Risk Management Coordinator, 210 Military Trail, Jupiter, Florida 33458 and to the delivery location at time of shipment. Products must be identified and labeled in accordance with OSHA standards. Failure to comply with these requirements will result in delay of payment until compliance is affected.

22) This purchase Order shall be governed and construed according to the laws of the State of Florida.

23) EXCISE AND SALES TAXES: The prices herein should not include any Federal excise taxes or sales taxes imposed by any State or Municipal Government. Such taxes, if included, must be deducted by the vendor when submitting claim for payment.

24) Non-Appropriation of Funds: It is understood that Town funds are contingent upon the availability of lawful appropriations by the Town Council. Subject to the applicable provisions of the Town Charter, the Town represents: that it has adequate funds to meet its obligations under this order for the full price set forth herein; and that it has no reason to believe that it will not have sufficient funds to enable it to make all payments due hereunder during such contract period. However, if the Town Council fails at any time during such contract period(s) to continue funding for any purchase order awarded, the Town's obligations under such contract(s) are terminated as of the date that the funding expires without further obligation to the Town.

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CERTIFICATE OF ENTITLEMENT

The undersigned authorized representative of _____ (hereinafter "Governmental Entity"), Florida Consumer's Certificate of Exemption Number _____, affirms that the tangible personal property purchased pursuant to Purchase Order Number _____ from _____ (Vendor) on or after _____ (date) will be incorporated into or become a part of a public facility as part of a public works contract pursuant to contract # _____ with _____ (Name of Contractor) for the construction of _____.

Governmental Entity affirms that the purchase of the tangible personal property contained in the attached Purchase Order meets the following exemption requirements contained in Section 212.08(6), F.S., and Rule 12A-1.094, F.A.C.:

You must initial each of the following requirements.

- ____ 1. The attached Purchase Order is issued directly to the vendor supplying the tangible personal property the Contractor will use in the identified public works.
- ____ 2. The vendor's invoice will be issued directly to Governmental Entity.
- ____ 3. Payment of the vendor's invoice will be made directly by Governmental Entity to the vendor from public funds.
- ____ 4. Governmental Entity will take title to the tangible personal property from the vendor at the time of purchase or of delivery by the vendor.
- ____ 5. Governmental Entity assumes the risk of damage or loss at the time of purchase or delivery by the vendor.

Governmental Entity affirms that if the tangible personal property identified in the attached Purchase Order does not qualify for the exemption provided in Section 212.08(6), F.S., and Rule 12A-1.094, F.A.C., Governmental Entity will be subject to the tax, interest, and penalties due on the tangible personal property purchased. If the Florida Department of Revenue determines that the tangible personal property purchased tax-exempt by issuing this Certificate does not qualify for the exemption, Governmental Entity will be liable for any tax, penalty, and interest determined to be due.

I understand that if I fraudulently issue this certificate to evade the payment of sales tax I will be liable for payment of the sales tax plus a penalty of 200% of the tax and may be subject to conviction of a third degree felony.

Under the penalties of perjury, I declare that I have read the foregoing Certificate of Entitlement and the facts stated in it are true.

Signature of Authorized Representative

Title

Purchaser's Name (Print or Type)

Date

Federal Employer Identification Number: _____

Telephone Number: _____

You must attach a copy of the Purchase Order to this Certificate of Entitlement.

Do not send to the Florida Department of Revenue. This Certificate of Entitlement must be retained in the vendor's and the contractor's books and records.

SECTION 01010
SUMMARY OF WORK

PART 1 – GENERAL

1.01 GENERAL

- A. The nature and scope of the work is to perform water distribution system valve and hydrant maintenance on a regular basis within the Town of Jupiter water service area. The scope of work assigned under this unit price contract may include, but is not limited to, the following types of tasks: exercising water main valves (generally gate valves 4" to 12" in size)^[AB1], inspecting and maintaining hydrants, fire flow testing hydrants, and painting hydrants. The Work is to be performed in accordance with the latest edition of AWWA Manuals M17 and M44 that describe procedures for valve and hydrant inspection, maintenance, testing, and reporting. It is anticipated that one third of all valves will be exercised and one third of all hydrants will be fire flow tested on an annual basis. Maintenance of hydrants will be completed as needed, as determined by Owner.
- B. Normal work hours under this Contract are Monday-Friday, 8:00am - 5:00pm^[AB2]^[JB3]. No work will be permitted on weekends, Town observed holidays, or outside of normal work hours without prior written approval by the Town. Contractor must request in writing, from the Town, permission to work outside of normal work hours at least two weeks in advance.
- C. Contractor is responsible for developing a monthly schedule for completing the Work of this contract, for discussion and approval by Owner. Contractor shall provide to the Owner an update of valves exercised and hydrants maintained via daily work logs or an online dashboard.
- D. Contractor shall not operate any of the Town's valves without first notifying the Town of the work planned for that day.
- E. For valve exercising activities, Contractor shall discuss hydrant flushing with Town, to minimize water quality concerns from customers.
- F. Contractor shall not operate any valves larger than 12" or those that are associated with the primary source of supply in a particular area without Town's written approval. Generally, this contract includes exercising gate valves 4" through 12".
- G. Contractor is responsible for management of flushing water such that roads and private property do not become flooded. Contractor shall provide and install materials as may be needed to divert flushing water to appropriate locations as discussed with and agreed to with Owner.

1.02 SCOPE

- A. Furnish all labor, equipment^{[AB4][JB5]}, and materials (if applicable) for valve and hydrant maintenance. Materials need to be NSF 61 approved if in contact with water supply. Contractor valve exercising equipment proposed requires Owner approval before use.
- B. Some work areas will require the Contractor to provide maintenance of traffic. Contractor is responsible to obtain regulatory approvals or permits as may be required to complete the Work. Acceptable Temporary Traffic Control (TTC) is the responsibility of the Contractor.
- C. Work shall be performed to minimize, to the greatest extent practical, traffic disruption, water utility downtime, and water quality concerns. Work must be coordinated, in advance, with Town Utility personnel, affected residents, public and private entities, and/or regulatory agencies.
- D. Water main valve assessment with hydrant flushing line item to be performed by Contractor includes the following: Valve to be cycled from full open to close to back open. Contractor to locate, access, clean valve box, operate the valve while flushing from closest hydrant on the same main to prevent sediment or debris from reaching service lines, and document meaningful information (i.e. size, type, function, access, actuator, cover, asset ID, turns, position, date last operated, operable, deficiencies). All work shall be performed in accordance with AWWA M44 Distribution Valves, Selection, Installation, Field Testing, and Maintenance, 3rd Edition. If a valve is broken while exercising, Contractor shall immediately notify the Owner by phone with meaningful information to determine the severity.
- E. Inspect, maintain and flush hydrant line item to be performed by Contractor in accordance with AWWA M17 Fire Hydrants: Installation, Field Testing and Maintenance, 5th edition, Chapter 5 includes the following:
 - 1. Locate hydrant. Evaluate the hydrant's appearance. Remove obstructions around it. Evaluate whether the hydrant vertical location with respect to surface grade is functional and appropriate. If not, notify Owner for further direction.
 - 2. Remove outlet-nozzle caps and check for valve-washer leakage.
 - 3. Install a test outlet-nozzle cap.
 - 4. Open each valve and test for ease of operation. If stem action is tight, open and close several times until opening and closing actions are smooth and free.
 - 5. Clean the cap and nozzle threads. Inspect and replace damaged cap gaskets. Lubricate the nozzle threads.

6. Check the outlet-nozzle-cap chains and cables for free action on each cap. If the chains or cables bind, open the loop around the cap until they move freely. This will keep the chains or cables from kinking when the cap is removed during an emergency.
 7. Replace the caps. Tighten them, and then back off slightly so they will not be excessively tight. Leave them tight enough to prevent their removal by hand. Install Owner provided flow ring If Owner elects to have a color scheme for hydrants to indicate flow capacity (refer to Table 4-1 in AWWA Manual M17, 5th edition).
 8. Locate and exercise the auxiliary valve. Leave it in the open position.
 9. If the hydrant is inoperable, tag it with a clearly visible mark and notify the Owner immediately.
 10. Flush hydrant to maximum rate for 15 minutes, record working pressure and calculate flow rate and gallons flushed.
- F. Inspect, maintain, flush and paint hydrant line item to be performed by Contractor includes the same activities in the "Inspect, maintain and flush hydrant" line item with the addition of hydrant painting. Contractor shall prepare surface then paint hydrant using Rust-Oleum Fire Hydrant Acrylic Enamel Paint or equivalent to be approved by Owner. Contractor to follow manufacturer's technical data sheet in terms of paint application and thickness, as well as ensure paint application does not impact the surrounding environment if using spray equipment. Owner will provide direction on desired color.
- G. Inspect, maintain, and fire flow test hydrant line item to be performed by Contractor includes the following: same activities as "Inspect, maintain and flush hydrant" except with fire flow test following AWWA M17 Fire Hydrants: Installation, Field Testing and Maintenance, 5th edition, Chapter 6 instead of single hydrant flushing.
- H. Contractor's Duties:
1. Contractor personnel must be licensed in the State of Florida as Water Distribution System Operators and competent in the use of the assigned equipment. Failure to comply with any of these requirements is sufficient cause to terminate contract because of default by the Contractor.
 2. The Contractor will be responsible for repairs and maintenance of its equipment. The equipment will be operated by the Contractor and kept in good working condition, including all grease, oil, parts and fuel as necessary.
 3. Contractor's equipment deemed defective by the Town of Jupiter representative shall be promptly removed from the site. Personnel employed either directly or indirectly by the Contractor, who are deemed to be incompetent, inept or unfit to perform the work in the opinion of the Town of Jupiter Project representative, shall be promptly removed from the project under this Contract, and such personnel shall not again be employed to work

on the project. Failure of the Successful Bidder to remove defective equipment or incompetent personnel may result in the termination of this Contract.

1.03 WORK BY OTHERS

- A. The Contractor's attention is directed to the fact that work may be conducted at the sites by other contractors during the performance of the Work under this Contract. The Contractor shall conduct its operations so as to minimize interference, to the greatest extent practical, with the Work of other contractors, and shall cooperate fully with such contractors to provide continued safe access to their respective portions of the sites, as required to perform their respective contracts.
- B. The Contractor shall cooperate fully with all utility forces of the Town or forces of other public or private agencies engaged in the relocation, altering, or otherwise rearranging of any facilities which interfere with the progress of the Work, and shall schedule the Work so as to minimize interference with said relocation, altering, or other rearranging of facilities.

1.04 SCHEDULE AND COORDINATION

- A. The Town will provide the Contractor an atlas that depicts the locations of valves and hydrants. Valve and hydrant work based on a schedule that covers the following: one-third of all water main valves exercised annually such that all valves will be exercised within a 3-year period, all hydrants inspected and maintained annually, and one-third of all hydrants fire flow tested annually such that all hydrants are fire flow tested within a 3-year period.
- B. Valves on transmission mains that are associated with the primary source of supply or the only source of supply in a particular area should not be exercised without the Town's prior approval. This precaution is to prevent an outage or hydraulic lock of a gate valve.

1.08 SITE CONDITIONS

- A. The Contractor acknowledges that conditions affecting the work vary, including but not restricted to those bearing upon transportation, disposal, handling and storage of materials, availability of labor, water, electric power, roads and uncertainties of weather, river stages, tides, water tables or similar physical conditions at the site, the conditions of the ground, fill, existing improvements, the character of equipment and facilities needed preliminary to and during prosecution of the Work. The Owner assumes no responsibility for any conclusions or interpretations made by the Contractor on the basis of the information made available by the Owner.

- B. Contractor is responsible to familiarize himself with the Town's water service area and the associated site conditions before submitting a proposal for Owner's consideration.

PART 2 -- PRODUCTS (Not Used)

PART 3 -- EXECUTION (Not Used)

– END OF SECTION –

SECTION 01025- Revised by Addendum 3
MEASUREMENT AND PAYMENT

PART 1 – GENERAL

1.01 GENERAL

- A. Payments to the Contractor shall be made on the basis of the Contract bid items as full and complete payment for furnishing all materials, labor, tools, and equipment and for performing all operations necessary to complete the Work included in the Contract Documents. Such compensation shall also include payments for any loss or damages arising directly or indirectly from the Work, from any discrepancies between the actual quantities of work and those shown in the Contract Documents, or from any unforeseen difficulties which may be encountered during execution of the Work until the final acceptance by the Owner
- B. The prices stated in the proposal include all costs and expenses for taxes, labor, equipment, materials, commissions, transportation charges and expenses, patent fees and royalties, and labor for handling materials during inspection, together with any and all other costs and expenses for performing and completing the Work specified herein. The Basis of Payment for an item at the price shown in the Proposal shall be in accordance with its description of the item in this Section.
- C. The Owner reserves the right to increase or decrease the quantity of any item or portion of the work during the progress of the Work in accordance with the terms of the Contract.
- D. Payment shall be made for the items listed on the Bid Form on the basis of the work actually performed and completed, such work including but not limited to, the furnishing of all necessary labor, equipment, tools, transportation, delivery, disposal of waste and surplus material, and backfilling, and all other appurtenances to complete the work.

1.02 SUBMITTALS

- A. Project Unit Costs and Payment Information:
 - 1. Application for Payments
 - 2. Supporting documentation including daily work logs, material invoices, subcontracted services invoices, partial/final release of liens, etc.
 - 3. Final Application for Payment
- B. Submittals shall be in accordance with Section 01300

1.03 APPLICATION FOR PAYMENT

- A. Submit application for payment, a listing of materials on hand as applicable, and

such supporting data as may be requested by the Owner. Include accepted schedule of values for each portion of work and the unit price breakdown for the work to be paid on a unit price basis, and a listing of Owner selected equipment, if applicable, and allowances, as appropriate

- B. Include Owner's Application for Payment Cover Sheet and partial or full releases of liens, as appropriate, for all subcontractors, suppliers, and Contractor.
- C. Pay applications shall be prepared and submitted in accordance with Section 01300 and Article 15 of the General Conditions

1.05 MEASUREMENT – GENERAL

- A. Weighing, measuring, and metering devices used to measure quantity of materials for Work shall be suitable for purpose intended and conform to tolerances and Specifications as specified in National Institute of Standards and Technology, Handbook 44.
- B. Materials that are specified for measurement by the cubic yard measured in the vehicle shall be hauled in vehicles of such type and size that actual contents may be readily and accurately determined. Unless all vehicles are of uniform capacity, each vehicle must bear a plainly legible identification mark indicating its water level capacity. Vehicles shall be loaded to at least their water level capacity. Loads hauled in vehicles not meeting above requirements or loads of a quantity less than the capacity of the vehicle, measured after being leveled off as above provided, will be subject to rejection, and no compensation will be allowed for such material.
 - 1. Where measurement of quantities depends on elevation of existing ground, elevations obtained during construction will be compared with those shown on Drawings. Variations of 1 foot or less will be ignored and, if shown, profiles on Drawings will be used for determining quantities.
- C. Units of measure typically shown on Bid Form shall be as follows, unless specified otherwise. All methods of measurement shall be approved by the Engineer or Owner.

Item	Method of Measurement
AC	Acre - Field Measure or Calculation based on survey
AL	Allowance
CY	Cubic Yard - Field Measure within limits specified or shown, or measured in vehicle by volume, or calculation based on survey, as specified
EA	Each - Field Count
GAL	Gallon - Field Measure

Item	Method of Measurement
HR	Hour
LB	Pound(s) - Weight Measure by Scale
LF	Linear Foot - Field Measure
LS	Lump Sum - Unit is one; no measurement will be made
SF	Square Foot
SY	Square Yard
TON	Ton - Weight Measure by Scale (2,000 pounds)

1.06 PAYMENT

- A. Progress payments, if applicable, will be made monthly in accordance with the Contract Documents or upon completion, inspection and approval.
- B. Payment shall be by Contract Item as listed on the Bid Form and approved detailed Schedule of Values.

1.07 NONPAYMENT FOR REJECTED OR UNUSED PRODUCTS

- A. Payment will not be made for following:
 - 1. Loading, hauling, and disposing of rejected material.
 - 2. Quantities of excavated material wasted or disposed of in manner not called for under Contract Documents.
 - 3. Rejected loads of material, including material rejected after it has been placed by reason of failure of Contractor to conform to provisions of Contract Documents.
 - 4. Material not unloaded from transporting vehicle.
 - 5. Defective Work not accepted by Owner.
 - 6. Material remaining on hand after completion of Work.

1.09 ITEM DESCRIPTIONS

A. **INDEMNIFICATION** (Bid Item No. 1)

In recognition of Contractor's indemnification obligations, the Owner will pay to the Contractor the specific consideration of one hundred dollars (\$100.00). Payment of said specific consideration shall be made at the time of the payment of the first Work Order and the Contractor shall acknowledge payment of this consideration by a letter to the Owner after receipt of the progress payment.

B. BONDS AND INSURANCE (Bid Item No. 2)

This pay item shall include the cost of required and acceptable bonds and insurance in place for the initial contract term. Bonds and insurance shall be paid in full on the first Application for Payment, at the Line-Item Lump Sum Price as listed on the Bid Schedule of Values complete and accepted by the OWNER. CONTRACTOR shall provide OWNER with Certificates of Insurance and Recorded Bonds during the CONTRACT execution process. Bonds and insurance shall not exceed two percent (2%) of the Contract Value. Recorded bonds and current and acceptable insurance for the Contract must be in place at all times during the course of the Contract. Contractor's proof of payment for bonds and insurance shall be provided with request for payment of this Item.

C. EXERCISE WATER MAIN VALVE WITH HYDRANT FLUSHING (Bid Item No. 3)

1. Method of Measurement: The quantity to be paid for under this Section shall be for each valve exercised fully.
2. Basis of Payment: Payment shall be made at the Contract Unit Price per valve exercised in accordance with AWWA M44 Distribution Valves, Selection, Installation, Field Testing, and Maintenance, 3rd Edition, including but not limited to all labor, equipment, tools and materials, hydrant flushing, management of flushing water, maintenance of traffic and all other work as may be required to successfully exercise the valve for Owner's acceptance.

A. INSPECT, MAINTAIN AND FLUSH HYDRANT (Bid Item No. 4)

1. Method of Measurement: The quantity to be paid for under this Section shall be for each hydrant inspected and maintained.
2. Basis of Payment: Payment shall be made at the Contract Unit Price per hydrant inspected, maintained and flushed, including but not limited to all labor, equipment, tools, materials, management of flushing water, maintenance of traffic and all other work as may be required to successfully exercise the valve for Owner's acceptance.

B. INSPECT, MAINTAIN, FLUSH, AND PAINT HYDRANT (Bid Item No. 5)

1. Method of Measurement: The quantity to be paid for under this Section shall be for each hydrant inspected, maintained, flushed and painted.
2. Basis of Payment: Payment shall be made at the Contract Unit Price per hydrant inspected, maintained, flushed and painted, including but not limited to all labor, equipment, tools, materials, management of flushing water, maintenance of traffic and all other work as may be required to successfully exercise the valve for Owner's acceptance. Same basis as Bid Item No. 3 with additional painting task.

C. INSPECT, MAINTAIN, AND FIRE FLOW TEST HYDRANT (Bid Item No. 6)

1. Method of Measurement: The quantity to be paid for under this Section shall be on each hydrant fire flow tested.
2. Basis of Payment: Payment shall be made at the Contract Unit Price per hydrant inspected, maintained, and fire flow tested including but not limited to all labor, equipment, tools, materials, management of flushing water, maintenance of traffic and all other work as may be required to successfully exercise the valve for Owner's acceptance.

PART 2 -- PRODUCTS (Not Used)

PART 3 -- EXECUTION (Not Used)

– END OF SECTION –

SECTION 01030
HURRICANE PREPAREDNESS

PART 1 – GENERAL

1.01 GENERAL

- A. The Contractor's attention is drawn to the possibility of hurricane or severe storm conditions occurring at the site of work during the course of Contract Work.
- B. Within fourteen (14) days of the date of the Notice to Proceed, the Contractor shall submit to the Engineer and Owner a Hurricane Preparedness Plan specific to this project. The plan should outline the necessary measures which the Contractor proposes to perform related to Contract Work at no additional cost to the Owner in case of a hurricane or severe weather warning.
- C. The Contractor shall also include a Letter of Commitment (LOC) with the Hurricane Preparedness Plan. The LOC shall detail the Contractor's ability to be available on an as-needed, on-call basis for hurricane or natural disaster events along with emergency labor and equipment rates. The LOC and emergency response activities shall be for work related to hurricane or natural disaster preparations prior to the event and/or recovery activities immediately following the event that are outside of and in addition to Contract Work.
- D. In the event of inclement weather, or whenever the Owner shall direct, the Contractor shall, and will, cause Subcontractors to protect carefully the Work and all materials and equipment from experiencing damage or causing injury by extreme weather. Work and materials damaged shall be removed and replaced at the expense of the Contractor.
 - 1. Hurricane Watch: Upon designation of a hurricane watch, the Contractor shall be responsible for removing all loose supplies and equipment from the job site that may pose a danger. Contractor may provide the Owner with alternatives to removing the equipment and materials from the site, provided that the methods are reasonable considering the impending threat of storm. The Owner does not need to approve the alternative method should he feel it is not in the best interest of the Town. In addition, the Contractor shall remove all bulkheads and plugs in pipelines that would impede drainage in the case of flooding. Structures that may be in danger of floatation shall be flooded. The Contractor shall also cooperate with the Owner in protecting any other structures at the site from receiving poor quality runoff resulting from activities.
 - 2. Hurricane Warning: No mobile "temporary facility" shall be staffed during a hurricane warning. Contractor facilities meeting these criteria shall be evacuated. Reasonable steps shall be taken to protect all such facilities

and their contents from damage and to avoid the facility from causing damage to the surroundings.

- E. The Contractor may be required to backfill excavations depending on the severity of the approaching storm or the expected amount of rainfall. Additionally, erosion protection and inlet protection will be required depending on the site conditions at the time of the Hurricane Watch.
- F. Contractor shall be responsible to securely tie down large items and remove small lighter items from the job site upon notification to do so by the Owner. Equipment with booms or high rise pieces shall be lowered and secured.
- G. In the event of a hurricane or natural disaster, the Owner will notify the Contractor if their emergency response services, as detailed in their LOC, are required to assist the Owner in preparation for or recovery from a hurricane or natural disaster. The Contractor shall be prepared to stage equipment at the Owner's facilities prior to an event and respond to the Owner's facilities immediately following an event. The Town will be responsible for costs incurred by the Contractor for hurricane or natural disaster response not related to Contract Work and will be paid at the labor and equipment rates provided in the LOC.

PART 2 – PRODUCTS (Not Used)

PART 3 – EXECUTION (Not Used)

- END OF SECTION -

SECTION 01060
REGULATORY REQUIREMENTS AND NOTIFICATION

PART 1 - GENERAL

1.01 PERMITS REQUIRED

- A. Palm Beach County Health Department / Florida Department of Environmental Protection (FDEP) permits will be obtained by the Owner as required. The contractor will be required to comply with all conditions of required permits.
- B. Other Permits Required: The Contractor is responsible for obtaining any building department demolition, construction, electrical, mechanical, and/or dewatering permits that may be required. The Owner will pay for the building department fees.
- C. The Contractor shall prepare, submit, and pay for the Notice of Intent (NOI) to use the Generic Permit for Stormwater Discharge from Construction Activity, which will include Stormwater Pollution Prevention Plan (SWPPP) as required by F.A.C. 62-621.300(4) and the Environmental Protection Agency (EPA) as part of the National Pollutant Discharge Elimination System (NPDES) prior to beginning work. The application for this Notice is included in Appendix D. The Contractor will be responsible for the \$250 application fee and the costs associated with preparation of the NOI and SWPPP. The Contractor shall conform to the conditions of all permits for this project as part of this Contract.
- D. Right of Way Permits from Palm Beach County, Town of Jupiter, FDOT, Martin County and any other appropriate agencies will be obtained by the Owner as required. Contractor will be responsible to comply with all conditions of required permits.

1.02 NOTIFICATION

- A. The Contractor is required to notify Town of Jupiter Utilities 48 hours prior to initiating construction.
- B. Utility Companies: Contractor shall notify the Sunshine State One Call of Florida (SSOCF) service at 1-800-432-4770 48 hours prior to digging for direct bury and 10 days prior to digging or initiating construction of underwater construction activities, as required by Florida Statutes Chapter 556 throughout the duration of the construction project.
- C. The Contractor shall give the Owner not less than fourteen (14) calendar days notice of the time and place (or places) where the work will start.

- D. The Contractor will be required to notify the Asbestos Coordinator at the Florida Department of Environmental Protection (FDEP) a minimum of ten (10) working days prior to the commencement of removal of asbestos cement (AC) pipe. The pipe shall be handled and disposed of in accordance with Federal, State, and Local regulations. Contractor shall supply the Town with copies of all disposal manifest tickets/reports within two days of disposal of the AC material. Contractor shall be responsible to obtain all required permits/notifications required per State/local/Federal regulations.

PART 2 – PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION

SECTION 01090
REFERENCE STANDARDS

PART 1 – GENERAL

1.01 REQUIREMENTS INCLUDED

Abbreviations and acronyms used in Contract Documents to identify reference standards.

1.02 QUALITY ASSURANCE

- A. Application: When a standard is specified by reference, comply with requirements and recommendations stated in that standard, except when requirements are modified by the Contract Documents, or applicable codes establish stricter standards.
- B. Publication Date: The publication in effect on the date of issue of Contract Documents, except when a specific publication date is specified.
- C. For Products or workmanship specified by association, trade, or other consensus standards, comply with requirements of the standard, except when more rigid requirements are specified or are required by applicable codes.
- D. Conform to reference standard by date of issue current on bid date.
- E. Obtain copies of standards when required by the Contract Documents.
- F. Maintain copy at project site during submittals, planning, and progress of the specific work, until Substantial Completion.
- G. Should specified reference standards conflict with Contract Documents, request clarification from the Engineer before proceeding.
- H. Neither the contractual relationship, duties, nor responsibilities of the parties in Contract nor those of the Engineer shall be altered by the Contract Documents by mention or inference otherwise in any reference document.

ABBREVIATIONS, NAMES, AND ADDRESSES OR ORGANIZATIONS

- A. Obtain copies of reference standards direct from publication source, when needed for proper performance of work, or when required for submittal by Contract Documents.
- B. The following, as appropriate to project, is a list of referenced standards and their mailing addresses for requesting copies of standards:

AA	Aluminum Association 818 Connecticut Avenue, NW Washington, D.C. 20006
AABC	Associated Air Balance Council 1000 Vermont Avenue, NW Washington, D.C. 20005
AASHTO	American Association of State Highway and Transportation Officials 444 North Capitol Street, NW Washington, D.C. 20001
ACI	American Concrete Institute Box 19150 Redford Station Detroit, MI 48219
AI	Asphalt Institute Asphalt Institute Building College Park, MD 20740
AISC	American Institute of Steel Construction 1221 Avenue of the Americas New York, NY 10020
AISI	American Iron and Steel Institute 1000 16 th Street, NW Washington, D.C., 20036
ANSI	American National Standards Institute 1430 Broadway New York, NY 10018

ARI	Air Conditioning and Refrigeration Institute 1815 North Fort Myer Drive Arlington, VA 22209
ASHRAE	American Society of Heating, Refrigeration and Air Conditioning Engineers 345 East 47 th Street New York, NY 10017
ASME	American Society of Mechanical Engineers 345 East 47 th Street New York, NY 10017
ASPA	American Sod Producers' Association Association Building Ninth and Minnesota Hastings, NE 68901
ASSE	American Society of Sanitary Engineers 960 Illuminating Building Cleveland, OH 44113
ASTM	American Society for Testing and Materials 1916 Race Street Philadelphia, PA 19103
AWPA	American Wood-Preservers Association 7735 Old Georgetown Road Bethesda, MD 20014
AWS	American Welding Society 2501 NW 7 th Street Miami, FL 33125
AWWA	American Water Works Association 6666 W. Quincy Avenue Denver, CO 80235
CDA	Copper Development Association 57 th Floor, Chrysler Building 405 Lexington Avenue New York, NY 10017
CRSI	Concrete Reinforcing Steel Institute 180 North LaSalle Street, Suite 2110 Chicago, IL 60601

FBC	2007 Florida Building Code Florida Department of Community Affairs Building Codes and Standards 2555 Shumard Oak Boulevard Tallahassee, Florida 32399-2100
FDEP	Florida Department of Environmental Protection 3900 Commonwealth Boulevard M.S. 49 Tallahassee, FL 32399
FDOT	Florida Department of Transportation Haydon Burns Building 605 Suwannee Street Tallahassee, FL 32301
FS	Federal Specifications General Services Administration Specifications and Information Distribution Section (WFSIS) Washington Navy Yard, Bldg. 197 Washington, D.C. 20407
NEC	National Electric Code National Fire Protection Association (NFPA) 1 Batterymark Park Quincy, MA 02169
NEMA	National Electrical Manufacturers Association 2101 L Street, NW Washington, D.C. 20037
NFPA	National Fire Protection Association 470 Atlantic Avenue Boston, MA 02210
NSF	National Sanitation Foundation NSF Building 3475 Plymouth Road Ann Arbor, MI 48106
PCA	Portland Cement Association 5420 Old Orchard Road Skokie, IL 20076

PCI	Prestressed Concrete Institute 20 North Wacker Drive Chicago, IL 60606
PS	Product Standard U.S. Department of Commerce Washington, D.C. 20203
SMACNA	Sheet Metal and Air Conditioning Contractors National Association 8224 Old Courthouse Road Vienna, VA 22180
TCA	Technical Aid Series Construction Specifications Institute 1150 Seventeenth Street, NW Washington, D.C. 20036
Town	Town of Jupiter Utilities Guide For Development Design Standards and Construction Standards Water and Stormwater 210 Military Trail Jupiter, FL 33458
UL	Underwriters Laboratories, Inc. 333 Pfingston Road Northbrook, IL 60062

PART 2 – PRODUCTS (Not Used)

PART 3 – EXECUTION (Not Used)

END OF SECTION

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SECTION 01200
PROJECT MEETINGS

PART 1 – GENERAL

1.01 PRECONSTRUCTION

- A. Upon Execution of Contracts, Owner will schedule a pre-work meeting with Contractor to cover such subjects as contract administration, upcoming work projects, permits and licenses, application for payments, shop drawings and submittals, material procurement, delivery and storage, Owner's field inspections, field materials testing, project site cleanliness, and other appropriate matters. The purpose of the conference is to designate responsible personnel and establish a working relationship. Matters requiring coordination will be discussed and procedures for handling such matters established.

1.02 PROGRESS

- A. The Owner will schedule progress meetings as considered necessary by the Owner to assure effective execution of this Contract. The Contractor, Owner, and all subcontractors active on the site shall be represented at each meeting. Contractor may at its discretion request attendance by representatives of its suppliers, manufacturers, and other subcontractors.
- B. Progress meetings will be managed by the Owner. Meeting minutes will be recorded by the Owner at each progress meeting to document items discussed, and later distributed to all meeting attendees. The purpose of the meetings will be to review the progress of the Work, maintain coordination of efforts, discuss changes in scheduling, and resolve other problems which may develop.
- C. In addition, the Owner or Contractor may call for special job site meetings for the purpose of resolving unforeseen problems or conflicts which may affect the construction schedule. The Owner will prepare a brief summary report of the decisions or understandings concerning each of the items discussed at the meeting. The Owner may request the attendance of subcontractors and Owner's consultants at these meetings.
- D. At progress meetings, the Contractor shall submit to the Owner for review a current progress schedule. This schedule submission shall include a look ahead schedule and reflect the status of the Work performed to date.

PART 2 – PRODUCTS (Not Used)

PART 3 – EXECUTION (Not Used)

- END OF SECTION -

SECTION 01300

SUBMITTALS

PART 1 – GENERAL

1.01 THE REQUIREMENT

- A. This section provides an overview of the submittals expected during the course of the Contract. All submittals, whether their final destination is the Owner or other representatives of the Owner, shall be directed through the Owner. This list is not all inclusive, the Owner, permitting agencies or other specifications throughout this Contract may require additional submittals. Following is a general summary of the types of submittals expected:

- Progress Schedule
- Schedule of Submittals
- Schedule of Values
- Applications for Payment
- 24 Hr. Emergency Contact List
- Shop Drawings and Product Data
- Temporary Traffic Control
- Product Samples
- Daily Work Logs
- Certificates of Compliance
- Warranties

- B. Prior to mobilization to complete a project authorized by a work order, Contractor shall transmit the appropriate submittals to the Owner for review and approval. Submittals may be made in electronic format to Owner.

1.02 SUBMITTAL PROCEDURES

- A. Transmit each submittal with a form acceptable to the Owner, clearly identifying the project and the Contractor, the enclosed material and other pertinent information specified in other parts of this section. Identify variations between Contract Documents and Product. Identify system limitations which may be detrimental to successful performance of the completed Work.
- B. Revise and resubmit submittals as required, identify all changes made since previous submittals. Resubmittals shall be noted as such.
- C. Distribute copies of reviewed submittals to concerned parties. Instruct parties to promptly report any inability to comply with provisions.

PART 2 – PRODUCTS

2.01 SCHEDULE

- A. A schedule shall be prepared by the Contractor showing in detail the proposed sequence of the work. The schedule shall be time scaled, with the estimated start date and completion date of each stage of the work to completion of the work order.
- B. The schedule shall be revised to reflect comments by the Owner and returned to Owner in a timely manner.
- C. Updates to the schedule shall be provided by Contractor to Owner when requested and as often as the schedule changes regardless of the reason for the change. Contractor shall ensure that the schedule is current and accurate, and is properly and timely monitored, updated, and revised as project conditions and the Contract may require.
- D. Contractor is responsible for determining the sequence of activities, the time estimates of the detailed construction activities, and the means, methods, techniques, and procedures to be employed. The schedule shall represent the Contractor's best judgment of how he will execute the Work in compliance with the Contract requirements. The Owner may require a certain order in which activities should be sequenced to minimize disruption of outside contract activities with Town of Jupiter staff, consultants, contractors, businesses and residents. In this case the Contractor shall determine the sequence of activities based upon the Owner's requirements.

2.02 SCHEDULE OF SUBMITTALS

- A. A Submittal Schedule shall be provided by the CONTRACTOR within 10 (ten) days of the Notice to Proceed. This schedule shall be in the form of a MS Excel Files (Version 2010 or later) and outline preconstruction submittals, shop drawings and product data, product samples and any other submittals required in the contract.
- B. The format of the Submittal Schedule shall include, at a minimum, the following for each item:
 - 1. Date submitted to Town
 - 2. Specification Section, Page and Paragraph
 - 3. Submittal Description
 - 4. Action
 - i. Approved as Submitted

- ii. Approved as Noted
- iii. Approved as Noted Re-Submit
- iv. Rejected Re-Submit
- v. Corrections Noted Re-Submit

5. Date returned to Contractor

C. The Submittal Schedule shall be updated with each submittal

2.03 SCHEDULE OF VALUES

- A. The Contractor shall submit a Schedule of Values for Owner's approval in accordance with Section 01025 entitled "Measurement and Payment" which shall include all items in the bid proposal including those items which are identified as lump sum. The lump sum items shall be broken down into component parts for the purpose of tracking monthly progress of the work and making monthly progress payments. The schedule shall contain the installed value of the component parts of Work for the purpose of making progress payments during the construction period.
- B. The schedule shall be given in sufficient detail for the proper identification of the Work accomplished. Each item shall include its proportional share of all costs including the Contractor's overhead, contingencies, and profit. The sum of all scheduled items shall equal the total value of the Contract. The sum of the component parts shall equal the lump sum price of the lump sum item in the bid form.
- C. The Contractor shall expand or modify the above schedule and materials listing as required by the OWNER's initial or subsequent reviews.

2.04 PAYMENT APPLICATIONS

- A. Procedures for preparation and submittal of Applications for Payment must be in accordance with Article 15 of the General Conditions. Payment applications may be submitted electronically
- B. Each Application for Payment must include a completed and executed Town of Jupiter Application for Payment cover sheet and supporting documentation. Supporting documentation includes approved work order schedule of values and unit pricing, material invoices, partial/full release of liens, Contractor daily work logs, etc. The Contractor may include AIA G702 – Application and Certificate for Payment and AIA G703 – Continuation Sheets
- C. No payment will be made for materials stored under this Contract. If purchased by Contractor, materials will not be paid for by Owner until incorporated into the Work.

- D. Progress payments will be made in an amount equal to 95% of the Work completed, and 95% of materials and equipment not incorporated in the Work but delivered and suitably stored, less in each case the aggregate of payments previously made. Owner is not obligated to pay for stored materials and may choose to withhold payment until materials are incorporated into the Work.
- E. Owner, at its discretion may further increase payments to 98% of the work completed upon Substantial Completion. Owner is not obligated to increase payments to 98% of work completed.

2.05 24 HOUR EMERGENCY CONTACT LIST

- A. The Contractor shall be required to provide emergency contact telephone numbers for this project. A minimum of two 24 hour contact telephone numbers are required including a 24 hour contact for MOT maintenance if there is an overnight maintenance of Traffic plan in place. Telephone numbers are required for the following Contract positions:
 - 1. Project Manager
 - 2. Project Superintendent
 - 3. Maintenance of Traffic Supervisor (24 Hr)
- B. The Town must have two (2) 24-hour contact telephone numbers, one which includes either the Project Manager or Project Superintendent
- C. The 24-hour contact list may be revised or updated, as needed, as the Contractor completes projects associated with individual work order authorizations

2.06 SHOP DRAWINGS

- A. General: The Contractor shall submit for review shop drawings for concrete, reinforcement, structural details, structures, pipe, adapters, couplings, grout, road rock, asphalt, tack/prime coat, and all other materials to be incorporated into the Work of this Contract and as specifically requested by the Owner.
 - 1. Shop drawings shall show the principal dimensions, weight, elevations, structural and operating features, type and/or brand of finish or shop coat, grease fittings, etc., depending on the subject of the Work.
 - 2. When so specified, or if considered by the Owner to be acceptable, the manufacturer's specifications, catalog data, descriptive matter, illustrations, etc., may be submitted for review in place of shop drawings. In such case, the requirements shall be as specified for shop drawings, insofar as applicable.

3. The Contractor shall be responsible for the prompt submittal of all shop drawings so that there shall be no delay to the Work due to the absence of such Drawings. The Owner will review the shop drawings within 14 calendar days of receipt of such Drawings from Contractor. Reviewed shop drawings will be returned to the Contractor within 14 days of receipt.
 4. Time delays caused by rejection of submittals are not cause for extra charges to the Owner or time extensions.
- B. Requirements: All shop drawings shall be submitted to the Owner through the Contractor. The Contractor is responsible for obtaining shop drawings from his subcontractors and returning reviewed Drawings to them. All Drawings shall be clearly marked with the name of the project, Owner, Contractor, Contract and Work Order number, and structure to which the drawing applies. Drawings shall be suitably numbered and stamped by the Contractor as having been reviewed by the Contractor prior to submittal to the Owner. Submittals made without Contractor's stamp of review will be returned to Contractor not reviewed by Owner. Each submittal shall be accompanied by a letter of transmittal giving a list of the submittal numbers and names included.
- C. Product Data: Where manufacturer's publications in the form of catalogs, brochures, illustrations, or other data sheets are submitted in lieu of prepared shop drawings, such submission shall specifically indicate the particular item offered. Identification of such items and relative pertinent information shall be made with indelible ink. Submissions showing only general information will not be accepted.
- D. Product data shall include materials of construction, dimensions, performance characteristics and capacities, etc.
- E. Sample Warranties: When warranties are called for, a sample of the warranty shall be submitted with the shop drawings. The sample warranty shall be the same form that will be used for the actual warranty.
- F. Work Prior to Review: No material or equipment shall be purchased, fabricated especially for this Contract and Work Order, or delivered to the project site until the required shop drawings have been submitted, processed and marked either "APPROVED AS SUBMITTED" or "APPROVED AS NOTED". All materials incorporated into the Work shall be as represented by approved submittals. The Contractor shall not proceed with any portion of the Work for which the design and details are dependent upon the design and details of equipment for which submittal review has not been completed.
- G. Contractor's Review: Contractor shall thoroughly review all submittals received from suppliers, vendors, and subcontractors for accuracy and correctness prior to submitting them to the Owner for review. Contractor shall indicate his review of

the submittals with the date, reviewer's name and indications of the Contractor's approval.

- H. Contractor's Responsibility: The Owner's review of shop drawings will be general and shall not relieve the Contractor of the responsibility for details of design, dimensions, etc., necessary for proper fitting and construction of the Work required by the Contract and for achieving the specified performance.
- I. Contractor's Modifications: For submissions containing departures from the Contract Documents, the Contractor shall include proper explanation in his letter of transmittal. Should the Contractor submit for review equipment that requires modifications to the structures, piping, layout, etc. detailed on the Drawings, he shall also submit for review details of the proposed modifications. If such equipment and modifications are accepted, the Contractor, at no additional cost to the Owner, shall do all Work necessary to make such modifications.
- J. Substitutions: Whenever a particular brand or make of material, equipment, or other item is specified, or is indicated on the Drawings, it is for the purpose of establishing a standard of quality, design, and type desired and to supplement the detailed specifications. Any other brand or make which, in the opinion of the Owner, is equivalent to that specified or indicated may be offered as a substitute subject to the following provisions:
 - 1. Contractor shall submit for each proposed substitution sufficient details, complete descriptive literature, and performance data together with samples of the materials, where feasible, to enable the Owner to determine if the proposed substitution is equal.
 - 2. Contractor shall submit certified tests, where applicable, by an independent laboratory attesting that the proposed substitution is equal.
 - 3. A list of installations where the proposed substitution is equal.
 - 4. Where the acceptance of a substitution requires revision or redesign of any part of the Work, all such revision and redesign, and all new Drawings and details required therefore, shall be provided by the Contractor at his own cost and expense, and shall be subject to review of the Owner.
 - 5. In all cases the Owner shall be the sole judge as to whether a proposed substitution is to be accepted. The Contractor shall abide by the Owner's decision when proposed substitute items are judged to be unacceptable and shall in such instances furnish the item, or substitute, as specified. No substitute items shall be used in the Work without written acceptance of the Owner.

6. Acceptance of any proposed substitution shall in no way release the Contractor from any of the provisions of the Contract Documents.

- K. Complete Submittals: Each submittal shall be complete in all aspects incorporating all information and data required to evaluate the products' compliance with the Contract Documents. Partial or incomplete submissions shall be returned to the Contractor without review.

2.07 PRODUCT SAMPLES

- A. Contractor shall furnish for review all product samples as required by the Contract Documents or requested by the Owner to determine compliance with the specifications.
- B. Samples shall be of sufficient size or quantity to clearly illustrate the quality, type, range of color, finish or texture and shall be properly labeled to show complete project identification, the nature of the material, trade name of manufacturer and location of the Work where the material represented by the sample will be used.
- C. Samples shall be checked by the Contractor for conformance to the Contract Documents before being submitted to the Owner and shall bear the Contractor's stamp certifying that they have been so checked. Transportation charges on samples submitted to the Owner shall be prepaid by the Contractor.
- D. Owner's review will be for compliance with the Contract Documents, and his comments will be transmitted to the Contractor with reasonable promptness.
- E. Acceptable samples will establish the standards by which the completed Work will be judged.

2.08 DAILY WORK LOGS

- A. On a daily basis, the Contractor shall document work activities, number of workers onsite, time onsite and equipment used on Daily Work Log. Copies shall be submitted to the Owner at the end of each work week. Daily Work Logs may be requested by the Owner for viewing at any time.
- B. Daily work logs shall be submitted with each application for payment as documentation for the quantities requested under various work items included in the Bid Schedule of Values

2.09 CERTIFICATES OF COMPLIANCE

- A. Copies of certificates of compliance and test reports shall be submitted for requested items to the Owner prior to request for payment.

2.10 WARRANTIES

- A. Original warranties, called for in the Contract Documents, shall be submitted to the Owner through the Contractor. When warranties are required for an item, warranty shall be submitted prior to request for payment of that item.
- B. When warranties are requested, a sample of the warranty to be provided shall be submitted with, and considered part of, the shop drawings.
- C. The Contractor shall warrant to the Owner that all material and labor used in the construction are covered by his warrantee for a minimum of a one-year period upon approval and acceptance by the Owner. The Contractor shall replace or repair defects at no cost to the Owner during the warrantee period. No visible or potential leakage shall be allowed during the warrantee period.

PART 3 – EXECUTION (Not Used)

- END OF SECTION -

SECTION 01400
QUALITY CONTROL

PART 1 – GENERAL

1.01 QUALITY ASSURANCE

- A. Quality: All materials shall be new and correctly designed, and shall conform to the requirements of Section 01090, "Reference Standards" and Section 01600, "Materials". They shall be standard first-grade quality produced by expert workmen and be intended for the use for which they are offered. Materials which, in the opinion of the Owner, are inferior or of a lower grade than indicated, specified or required will not be acceptable.
- B. Source Limitations: To the greatest extent possible for each unit of Work, the Contractor shall provide products, materials, or equipment of a singular generic kind from a single source.
- C. Compatibility of Options: Where more than one choice is available as options for Contractor's selection of a product, material, or equipment, the Contractor shall select an option which is compatible with other products and materials already selected. Compatibility is a basic general requirement of product/material selections.

1.02 PRODUCT EVALUATION

- A. The Owner will employ and pay for the services of an independent testing laboratory for specified testing as specified by the Owner.
- B. The work or actions of the testing laboratory shall in no way relieve the Contractor of his obligations under the Contract. The laboratory testing work will include such inspections and testing required by the Contract Documents, existing laws, codes, ordinances, etc. The testing laboratory will have no authority to change the requirements of the Contract Documents, nor perform, accept or approve any of the Contractor's Work.
- C. The Contractor shall allow the Owner ample time and opportunity for evaluation and testing materials to be used in the Work. The Contractor shall advise the Owner promptly upon placing orders for materials so that arrangements may be made, if desired, for evaluation before shipment from the place of manufacture. The Contractor shall at all times furnish the Owner and his representatives, facilities including labor, and allow proper time for evaluation and testing materials, and workmanship. The Contractor must anticipate that possible delays may occur in the execution of its work due to the necessity of materials being inspected and accepted for use. The Contractor shall furnish, at his own expense, all samples of

materials required by the Owner for testing, and shall make his own arrangements for providing water, electric power, or fuel for the various evaluation and tests of structures and materials.

- D. The Owner will bear the cost of all tests, evaluation, or investigations undertaken by the order of the Owner for the purpose of determining conformance with the Contract Documents if such tests, evaluation, or investigations are not specifically required by the Contract Documents, and if conformance is ascertained thereby. Whenever nonconformance is determined by the Owner as a result of such tests, evaluation, or investigations, the Contractor shall bear the full cost of any additional tests, evaluations and investigations, which are ordered by the Owner to ascertain subsequent conformance with the Contract Documents.

1.03 EVALUATION AT PLACE OF MANUFACTURE

- A. Unless otherwise specified, all products and materials shall be subject to evaluation by the Owner at the place of manufacture.
- B. The presence of the Owner at the place of manufacture however, shall not relieve the Contractor of the responsibility for furnishing products, materials, and equipment which comply with all requirements of the Contract Documents. Compliance is a duty of the Contractor, and said duty shall not be avoided by any act or omission on the part of the Owner.

1.04 SAMPLING AND TESTING

- A. Unless otherwise specified, all sampling and testing shall be in accordance with the methods prescribed in the current standards of the ASTM, as applicable to the class and nature of the article or materials considered; however, the Owner reserves the right to use any generally-accepted system of sampling and testing which, in the opinion of the Owner will insure the Owner that the quality of the workmanship is in full accord with the Contract Documents.
- B. Any waiver by the Owner of any specific testing or other quality assurance measures, whether or not such waiver is accompanied by a guarantee of substantial performance as a relief from the specified testing or other quality assurance requirements as originally specified, and whether or not such guarantee is accompanied by a performance bond to assure execution of any necessary corrective or remedial Work, shall not be construed as a waiver of any requirements of the Contract Documents.
- C. Notwithstanding the existence of such waiver, the Owner reserves the right to make independent investigations and tests and failure of any portion of the Work to meet any of the requirements of the Contract Documents, shall be reasonable cause for the Owner to require the removal or correction and reconstruction of any such work in accordance with the General Conditions.

- D. In addition to any other evaluation, observation or quality assurance provisions that may be specified, the Owner shall have the right to independently select, test, and analyze, at the expense of the Owner, additional test specimens or any or all of the materials to be used. Results of such tests and analyses shall be considered along with the tests or analyses made by the Contractor to determine compliance with the applicable specifications for the materials so tested or analyzed; provided, that testing or investigation by the Owner, which fails to meet the requirements of the Contract Documents, all costs of such independent inspection and investigation, and all costs of removal, correction, and reconstruction or repair of any such Work shall be borne by the Contractor.

1.05 SITE INVESTIGATION AND CONTROL

- A. The Contractor shall verify all dimensions in the field and shall check field conditions continuously during construction. The Contractor shall be solely responsible for any inaccuracies built into the Work due to its failure to comply with this requirement.
- B. The Contractor shall inspect related and appurtenant Work and shall report in writing to the Owner any conditions which will prevent proper completion of the Work. Failure to report any such conditions shall constitute acceptance of all site conditions, and any required removal, repair, or replacement caused by unsuitable conditions shall be performed by the Contractor at its sole cost and expense.

1.06 RIGHT OF REJECTION

- A. The Owner shall have the right, at all times and places, to reject any articles or materials to be furnished hereunder which, in any respect, fail to meet the requirements of the Contract Documents, regardless of whether the defects in such articles or materials are detected at the point of manufacture or after completion of the Work at the site. If the Owner, through an oversight or otherwise, has accepted materials or Work which is defective or which is contrary to the Contract Documents, such materials, no matter in what stage or condition of manufacture, delivery, or erection, may be subsequently rejected by the Owner.
- B. The Contractor shall promptly remove rejected articles or materials from the site of the Work after notification of rejection. All costs of removal and replacement of rejected articles or materials as specified herein shall be borne by the Contractor.

1.07 WATER TIGHTNESS OF STRUCTURES

- A. It is the intent of these specifications that all concrete work, sealing work around built-in items and penetrations be performed as required to ensure that groundwater and/or rainwater will not leak into any repaired collection line, service lateral, manhole, or other type structure.

- B. The required water tightness shall be achieved by quality construction and proper sealing of all pipes and manholes.
- C. The Contractor shall provide at its own expense all labor, material, temporary bulkheads, pumps, water, measuring devices, plugs, etc., necessary to perform the required tests.

1.08 HYDRAULIC UPLIFT ON STRUCTURES

- A. The Contractor shall be completely responsible for any pipelines, inlets or manholes that may become buoyant during the construction operations due to the groundwater or floods and before the structure is put into operation. Should there be any possibility of buoyancy of a structure the Contractor shall take the necessary steps to prevent its buoyancy. Damage to any structures due to floating or flooding shall be repaired or the structures replaced at the Contractor's expense.

1.09 CUTTING AND PATCHING

- A. The Contractor shall perform all cutting and patching of the Work that may be required to make its several parts come together properly and fit it to receive or be received by such other work. The Contractor shall not endanger any work of others by cutting, excavating or otherwise altering their work and shall only cut or alter work with the written consent of the Owner and of the other contractors whose work will be affected.

1.10 REMOVAL OF EXISTING PIPELINES

- A. General: The scope of work requires the Contractor to interface with existing piping which will be removed as part of the work. Prior to beginning any work associated with existing facilities to be removed, the Contractor shall inform the Owner of his intent so that all arrangements can be made with the Owner for disconnecting or isolating pipelines (where possible) from service to the extent possible. The Contractor shall not proceed without written authorization from the Owner.
- B. Pipelines: The Contractor shall remove existing pipelines or segments of existing pipelines shown to be replaced as part of the contract work. Pipe being replaced with new pipe shall be excavated and removed using methods which will not disturb adjacent pipe or other facilities. After pipe has been removed and new pipe installed, Contractor shall backfill the evacuated area in accordance with requirements set forth in other sections of these specifications.
- C. Where new pipe is to be connected to existing pipe the existing pipe shall be cut square and the ends properly prepared for the connection. Any damage to the pipe, lining or coating of the existing pipe shall be repaired by the Contractor. Damage to new pipe shall be replaced.

- D. Disposal of Debris: All debris, materials, pipe and miscellaneous waste products generated during the Work shall be removed from the job site as soon as possible and be disposed of in accordance with applicable federal, state, and local regulations. The Contractor is responsible for determining these regulations and shall bear all costs or retain any profit associated with disposal of these items.

1.11 OBSERVATION OF THE WORK

- A. The Work shall be conducted under the general observation of the Owner/Town Representative to ensure strict compliance with the requirements of the Contract Documents. Such observation may include mill, plant, shop, or field observation, as required. The Owner shall be permitted access to all parts of the Work, including plants where materials are manufactured or fabricated.
- B. The presence of the Owner or any observer, however, shall not relieve the Contractor of the responsibility for the proper execution of the Work in accordance with all requirements of the Contract Documents. Compliance is a duty of the Contractor, and said duty shall not be avoided by any act or omission on the part of the Owner or any observer.
- C. All materials and articles furnished by the Contractor shall be subject to rigid inspection, and no materials or articles shall be used in the Work until they have been inspected and accepted by the Owner or its representative. No Work shall be backfilled, buried, cast in concrete, hidden or otherwise covered until it has been inspected by the Owner or its authorized representative. Any Work so covered in the absence of inspection shall be subject to uncovering at Contractor's expense. Where uninspected Work cannot be uncovered, such as in concrete cast over reinforcing steel, all such Work shall be subject to demolition, removal, and reconstruction under proper inspection and no additional payment will be allowed therefore.

1.12 TIME OF OBSERVATION AND TESTS

- A. Samples and test specimens required under these Specifications shall be furnished and prepared for testing in ample time for the completion of the necessary tests and analyses before said articles or materials are to be used. The Contractor shall furnish and prepare all required test specimens within the scope of the Contract. Except as otherwise provided in the Contract Documents, performance of the required tests will be by the Owner, and all costs therefore will be borne by the Owner at no cost to the Contractor, except that the costs of any test which shows unsatisfactory results shall be borne by the Contractor. Whenever the Contractor is ready to backfill, bury, cast in concrete, hide, or otherwise cover any Work under the Contract, the Owner shall be notified not less than twenty-four hours in advance to request inspection before beginning any such Work of covering. Failure of the Contractor to notify the Owner at least twenty-four

hours in advance of any such inspections shall be reasonable cause for the Owner to order a sufficient delay in the Contractor's schedule to allow time for such inspections and any remedial or corrective Work required, and all costs of such delays, including its effect upon other portions of the Work, shall be borne by the Contractor.

PART 2 – PRODUCTS (Not Used)

PART 3 – EXECUTION (Not Used)

- END OF SECTION -

SECTION 01500
CONSTRUCTION CONSIDERATIONS

PART 1 – GENERAL

1.01 CUTTING AND PATCHING

- A. The Contractor shall perform all cutting and patching of his Work that may be required to make its several parts come together properly and fit it to receive or be received by such other work. The Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering their work and shall only cut or alter work with the written consent of the Owner and of the other contractors whose work will be affected.

1.02 ABANDONMENT AND SALVAGE OF EXISTING FACILITIES

- A. General: The Scope of Work requires the Contractor to interface with existing facilities (pipe and structures) which will be abandoned as part of the Work. Prior to beginning any Work associated with existing facilities to be abandoned, the Contractor shall inform the Owner of his intent so that arrangements can be made with the Owner for isolating pipelines (where necessary and possible). The Contractor shall not proceed without written authorization from the Owner.
- B. Pipelines: The Contractor shall abandon, salvage, or otherwise remove existing pipe or segments of existing pipe to be removed or replaced as part of the Contract Work.
- C. Pipe to be removed which interferes with new structures or new pipe shall be excavated and removed using methods which will not disturb adjacent pipe or other facilities. After pipe has been removed, the Contractor shall backfill the excavated area in accordance with requirements set forth in other Sections of these Specifications.

1.03 REHABILITATION

- A. Certain areas of existing structures, pipe, conduit, and the like that will be affected by Work will be rehabilitated/repared by the Contractor.
- B. Where new pipe is to be connected to existing pipe the existing piping shall be cut square, and the ends shall be properly prepared for the connection. Any damage to either pipe shall be repaired by the Contractor at his expense.

- C. Disposal of Debris: All debris, materials, piping, and miscellaneous waste products from the Work described in this Section shall be removed from the project as soon as possible and disposed of in accordance with applicable federal, state, and local regulations. The Contractor is responsible for determining these regulations and shall bear all costs or retain any profit associated with disposal of these items.

1.04 INSTALLATION OF NEW PIPE

- A. Contractor shall have on hand sufficient personnel, proper equipment, and machinery of ample capacity to facilitate the Work.
- B. Contractor shall be responsible for locating, aligning and leveling new pipe and shall employ a licensed surveyor to set all lines and levels of equipment to the accuracy required.
- C. Complete manufacturer's installation instructions including permissible tolerances shall be furnished in duplicate with each component of the pipeline.
- D. The new pipeline shall be installed in accordance with the Shop Drawings; inclusive of manufacturer's specifications, drawings, and tolerances; and under the direct supervision of the required manufacturer's engineer. No instructions shall be issued that are contrary to written Specifications without prior written approval by the Owner's Engineer.

1.05 OBSTRUCTIONS

- A. All water pipes, storm drains, sanitary sewers, force mains, gas or other pipe, telephone or power cables, or conduits and all other obstructions, whether or not shown, shall be temporarily supported across utility line excavations. The Contractor shall be responsible for any damage to any such pipes, conduits, or structures. Approximate locations of known water, sanitary, drainage, power, and telephone installations along route of new pipelines or in the vicinity of new Work must be verified in the field by the Contractor. The Contractor shall uncover these pipes, ducts, cables, etc., carefully, by hand, prior to installing new pipe or structures. Any discrepancies or differences found shall be brought to the attention of the Owner in order that necessary changes may be made to permit installation of new Work. These conditions are supplemental to general requirements elsewhere in the Contract Documents.

1.06 PROTECTION OF PROPERTY

- A. The Contractor shall protect all property that may be affected by his Work or operations. The location and extent of underground and covered facilities are not guaranteed and the Contractor is cautioned to proceed with care in order to prevent the undermining or damage to existing structures, piping, or facilities.

- B. The Contractor shall take all measures necessary to protect new and existing mechanical equipment from dust and debris. All protective measures shall be furnished, installed, lighted, ventilated, maintained, and removed at the Contractor's cost.
- C. When Town water is being used, the supply source shall be protected against contamination in accordance with existing codes and regulations. Connection to Town water must be coordinated with Owner.
- D. In the event that any of the Contractor's activities disrupt or endanger any facilities, he shall at his own expense make all necessary repairs or replacements necessary to correct the situation to the satisfaction of the Owner. Such work shall progress continuously to completion 24 hours per day, 7 days per week basis if determined by the Owner to be necessary. The Contractor shall be responsible for the services of repair crews on call 24 hours per day for emergencies that arise involving Work under this Contract.

1.07 WEATHER CONDITIONS

- A. Work that may be affected by inclement weather shall be suspended until proper conditions prevail. In the event of impending storms, the Contractor shall take necessary precautions to protect all Work, materials, and equipment from exposure. The Owner reserves the right, to order that additional protective measures over and beyond those proposed by the Contractor, be taken to safeguard all components of the project. The Contractor shall not claim any compensation for such precautionary measures so ordered, nor claim any compensation from the Owner for damage to the Work from the elements of weather.

1.08 FIRE PROTECTION

- A. The Contractor shall take all necessary precautions to prevent fires at or adjacent to the Work, including his own buildings and trailers. Adequate fire extinguisher and hose line stations shall be provided throughout the work area.

1.09 SAFETY AND HEALTH REQUIREMENTS

- A. The Contractor shall comply in every respect with all Federal, State, and local safety and health regulations.
- B. The Contractor shall provide all barricades and flashing warning lights or other devices necessary to warn pedestrians and area traffic.

PART 2 – PRODUCTS (Not Used)

PART 3 – EXECUTION (Not Used)

- END OF SECTION -

SECTION 01510
TEMPORARY UTILITIES

PART 1 – GENERAL

1.01 THE REQUIREMENT

- A. It shall be the Contractor's responsibility to provide equipment that is adequate for the performance of the Work under this Contract within the time specified. All equipment shall be kept in satisfactory operating condition, shall be capable of safely and efficiently performing the required Work, and shall be subject to inspection and review by the Owner's representative at any time within the duration of the Contract. All Work hereunder shall conform to the applicable requirements of the OSHA Standards for Construction.
- B. The Contractor shall provide for utilities and services for its own operations. The Contractor shall furnish, install and maintain all temporary utilities during the contract period including removal upon completion of the Work.

1.02 POWER AND LIGHTING

- A. Construction Lighting: All Work conducted at night or under conditions of deficient daylight shall be suitably lighted to insure proper Work and to afford adequate facilities for inspection and safe working conditions.
- B. Electrical Connections: All temporary connections for electricity shall be subject to review by the Owner and the power company representative, and shall be removed in like manner at the Contractor's expense prior to final acceptance of the Work.
- C. Separation of Circuits: Unless otherwise permitted by the Owner, circuits separate from lighting circuits shall be used for all power purposes.
- D. Construction Wiring: All wiring for temporary electric light and power shall be properly installed and maintained and shall be securely fastened in place. All electrical facilities shall conform to the requirements of Subpart K of the OSHA Safety and Health Standards for Construction.

1.03 WATER SUPPLY

- A. General: The Contractor shall obtain a hydrant meter from the Owner by placing a deposit and requesting a meter from the Town of Jupiter Utilities Business Office. Contractor will not be charged for water use if water is used responsibly as determined by the Owner. Contractor shall provide and maintain all meters, piping,

fittings, adapters, and valving required. Deposit will be returned to Contractor upon return of meter.

- B. Potable Water: All drinking water on the site during construction shall be furnished by the Contractor and shall be bottled water or water furnished in suitable dispensers.
- C. Water Connections: The Contractor shall not make connection to, or draw water from, any fire hydrant or pipeline without first obtaining permission of the authority having jurisdiction over the use of said fire hydrant or pipeline and from the agency owning the affected water system. For each such connection made, the Contractor shall first attach to the fire hydrant or pipeline a valve and a meter, if required by the said authority, of a size and type acceptable to said authority and agency.
- D. Removal of Water Connections: Before final acceptance of the Work on the project, all temporary connections and piping installed by the Contractor shall be entirely removed, and all affected improvements shall be restored to their original condition, or better, to the satisfaction of the Owner and to the agency owning the affected utility.
- E. Fire Protection: The construction and all other parts of the Work shall be adequately protected against damage by fire. Hose connections and hose, water casks, chemical equipment, or other sufficient means shall be provided for fighting fires in the temporary structures and other portions of the Work, and responsible persons shall be designated and instructed in the operation of such fire apparatus so as to prevent or minimize the hazard of fire. The Contractor's fire protection program shall conform to the requirements of Subpart F of the OSHA Standards for Construction.

1.04 SANITATION

- A. Toilet Facilities: Fixed or portable chemical toilets shall be provided wherever needed for the use of employees. Toilets at construction job sites shall conform to the requirements of Part 1926 of the OSHA Standards for Construction.
- B. Such facilities shall be made available when the first employees arrive on the Work site, shall be properly secluded from public observation, and shall be constructed and maintained in suitable numbers and at such points and in such manner as may be required.
- C. The Contractor shall maintain the sanitary facilities in a satisfactory and sanitary condition at all time and shall enforce their use. He shall rigorously prohibit the committing of nuisances on the site of the Work, on the lands of the Owner, or an adjacent property.

- D. The Owner shall have the right to inspect any building or other facility erected, maintained, or used by the Contractor, to determine whether or not the sanitary regulations have been complied with.
- E. Sanitary and Other Organic Wastes: The Contractor shall establish a regular daily collection of all sanitary and organic wastes. All wastes and refuse from sanitary facilities provided by the Contractor or organic material wastes from any other source related to the Contractor's operations shall be disposed of away from the site in a manner satisfactory to the Owner and in accordance with all laws and regulations pertaining thereto.

1.05 TEMPORARY VENTILATION

- A. The Contractor shall provide and maintain adequate ventilation for a safe working environment. In addition, forced air ventilation shall be provided for the curing of installed materials, humidity control and the prevention of hazardous accumulations of dust, gases or vapors.

PART 2 – PRODUCTS (Not Used)

PART 3 – EXECUTION (Not Used)

- END OF SECTION -

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SECTION 01520
MAINTENANCE OF FACILITIES AND SEQUENCE OF CONSTRUCTION

PART 1 – GENERAL

1.01 THE REQUIREMENT

- A. The Contractor shall coordinate his Work so as not to impact any nearby public or private facilities. In performing the Work shown and specified, the Contractor shall plan and schedule his Work as outlined in Article 1.07 of this Section entitled "General Sequence of Construction and Operation".

1.02 CONSTRUCTION SCHEDULE

- A. The Construction Schedule shall be submitted by the Contractor in accordance with Section 01300 entitled "Submittals".

1.03 USE OF FACILITIES BEFORE COMPLETION

- A. The Owner reserves the right to enter and use any portion of the constructed facilities before final completion of the whole Work to be done under the Contract.

1.04 CONNECTION OF EXISTING SYSTEMS

- A. All connections to existing systems shall be performed in such a manner that no damage and minimal interruption is caused to the existing installation. Upon completion of the installation and approval from the Palm Beach County Health Department, the Contractor shall schedule with the Owner tying in the new watermain to existing watermain. Any damage caused to existing installations shall be repaired or replaced by the Contractor, in a manner approved by the Owner, and at no additional cost to the Owner.

1.05 COORDINATION WITH UTILITY PERSONNEL

- A. Before commencing Work involving the removal of existing facilities or placement in operation of new facilities or tie-ins to existing facilities, the Contractor shall notify the Owner at least 36 hours in advance.

1.06 COORDINATION WITH PRIVATE PROPERTY OWNER

- A. Work directly adjacent to private properties shall be coordinated with the Owner and the adjacent property owner prior to mobilization of equipment, personnel, and materials.

1.07 GENERAL SEQUENCE OF CONSTRUCTION AND OPERATION

- A. Work under the Contract shall be scheduled and performed in such a manner as to result in the least possible disruption to the public's use of roadways, driveways,

and utilities. Utilities shall include but not be limited to water, sewerage, drainage structures, electrical, cable, and telephone service. Prior to commencing with the Work, the Contractor shall perform a location investigation of existing underground utilities and facilities in accordance with Section 01530 entitled "Protection of Existing Facilities".

- B. The outlined sequence of construction does not include all items necessary to complete the Work, but is intended to identify the sequence of critical events necessary to minimize disruption to the function of affected facilities. It shall be understood by the Contractor that the critical events identified are not all inclusive and that additional items of Work not shown may be required. The sequence of construction is a precedence requirement and does not attempt to schedule the Contractor's Work. It is intended only to indicate which activities must precede other activities in order to minimize interferences and disruptions.
- C. At no time shall the Contractor undertake to close off any pipelines, manipulate valves, or take any other action which would affect the operation of the existing system, except as specifically required by the Drawings and Specifications, until authorization is granted by the Owner and after proper notification.
- D. Temporary installations required to complete a particular aspect of the Work during the allotted time period shall be determined and implemented by the Contractor at no additional cost to the Owner. All such temporary installations shall be subject to the review and acceptance of the Owner.
- E. Sequence of certain major events and identification of time constraints for removing piping and equipment from active service are as follows:
 - 1. Phase I - Mobilization:
 - a. Mobilize for work – set up staging area; develop and submit pollution prevention plan, dewatering disposal submittal, construction schedule and Shop Drawing Schedule; obtain permits; and begin submitting Shop Drawings (except those requiring verification of facilities - for those items verification should precede submittals).
 - 2. Phase II - Site Preparation:
 - a. Verify locations of facilities, elevations, dimensions, type of joints, manufacturer of equipment, etc., before ordering materials to complete the Work in accordance with the Contract Documents and field conditions.
 - b. Obtain equipment and materials to implement approved pollution prevention plan, approved dewatering disposal plan and meet all permitting requirements related to pollution prevention and testing/dewatering water containment and disposal.

- c. Order pipe, structures, adapters, plugs, etc and other long lead items so that materials may be delivered in a timely fashion without delay to construction.
- d. Meet all preconstruction requirements as noted in applicable permits associated with the Work.

3. Phase III – Construction:

- a. Once Phase I and II are complete, the Contractor may proceed with the Work.

4. Phase IV - Final Sitework and Closeout:

- a. Re-establish water service, Town of Jupiter Utility personnel will oversee this process and flush the system as best as possible to reduce customer complaints.
- b. Restoration, final grading, sodding, punch list work.
- c. Remove turbidity barriers, filter fabric, and other Best Management Practices (BMPs) installed for construction.
- d. Demobilize and start closeout activities as described in Section 01700 entitled "Project Closeout".

F. Other Construction Constraints: The Contractor shall comply with the following constraints during construction and utilize these constraints in determining a sequence of construction:

- 1. A pre-construction video of the areas to be affected by construction and adjacent surrounding areas must be provided to and accepted by the Owner prior to mobilization.
- 2. All drives and approaches shall be restored to a useable condition at the end of each work day.
- 3. Maintain access to mailboxes or relocate as required and as approved by Post Master.
- 4. Excavations in residential areas shall be backfilled, and temporary restoration shall be completed at the end of each work week. No open holes will be allowed at night or over weekends or holidays. All excavation shall be secured at the end of each work day to prohibit public access.
- 5. Final restoration of roads, driveways, sidewalks, and all other paved areas shall be complete within 14 days of pipe and structure installation.

PART 2 – PRODUCTS (Not Used)

PART 3 – EXECUTION

3.01 COORDINATION WITH EXISTING UTILITIES AND OTHER AGENCIES

- A. The Contractor shall notify all utilities including Loxahatchee River District (LRD), FPL, Bell South, cable, etc. in writing, with a copy to the Owner, before construction is started and shall coordinate its activities with them. The Contractor shall cooperate with the owners of utilities that may require temporary interruption of service in order to minimize the interruption. The Contractor shall call Sunshine One-Call Notification at 1-800-432-4770 a minimum of 48 hours prior to any excavation for location of existing underground facilities.

3.02 COOPERATION

- A. The Contractor shall allow representatives from the permitting agencies, Owner or their agents to enter the facilities being constructed under this Contract for the purpose of inspecting, constructing, installing, operating, maintaining, removing, repairing, altering, or replacing such equipment pipes, sewers, conduits, manholes, wires, or other structures and appliances which may be required to be installed at or in the Work. The Contractor shall cooperate with all of the aforesaid parties and shall allow reasonable provisions for the prosecution of any other work by the Owner, or others, to be done in connection with his Work or in connection with normal use of the facilities.

- END OF SECTION -

SECTION 01530
PROTECTION OF EXISTING FACILITIES

PART 1 – GENERAL

1.01 THE REQUIREMENT

- A. Contractor shall be responsible for the preservation and protection of property adjacent to the work site against damage or injury as a result of his operations under this Contract. Any damage or injury occurring on account of any act, omission or neglect on the part of the Contractor shall be restored in a proper and satisfactory manner or replaced by and at the expense of the Contractor to an equal or superior condition than previously existed.
- B. Contractor shall comply promptly with such safety regulations as may be prescribed by the Owner or the local authorities having jurisdiction and shall, when so directed, properly correct any unsafe conditions created by, or unsafe practices on the part of, his employees. In the event of the Contractor's failure to comply, the Owner may take the necessary measures to correct the conditions or practices complained of, and all costs thereof will be deducted from any monies due the Contractor. Failure of the Owner to direct the correction of unsafe conditions or practices shall not relieve the Contractor of his responsibility hereunder.
- C. In the event of any claims for damage or alleged damage to property as a result of work under this Contract, the Contractor shall be responsible for all costs in connection with the settlement of or defense against such claims. Prior to commencement of work in the vicinity of property adjacent to the work site, the Contractor, at his expense, shall take such surveys as may be necessary to establish the existing condition of the property. Before final payment can be made, the Contractor shall furnish satisfactory evidence that all claims for damage have been legally settled or sufficient funds to cover such claims have been placed in escrow, or that an adequate bond to cover such claims has been obtained.

1.02 PROTECTION OF WORK AND MATERIAL

- A. During the progress of the work and up to the date of final payment, the Contractor shall be solely responsible for the care and protection of all work and materials covered by the Contract.
- B. All work and materials shall be protected against damage, injury or loss from any cause whatsoever, and the Contractor shall make good any such damage or loss at his own expense. Protection measures shall be subject to the approval of the Owner.

1.03 BARRICADES, WARNING SIGNS AND LIGHTS

- A. Each Contractor shall provide and maintain such other warning signs and barricades in areas of and around their respective work as may be required for the safety of all those employed in the work, the Owner's operating personnel, or those visiting the site.

1.04 EXISTING UTILITIES AND STRUCTURES

- A. The term existing utilities shall be deemed to refer to both publicly-owned and privately-owned utilities such as electric power and lighting, telephone, water, gas, storm drains, process lines, sanitary sewers and all appurtenant structures.
- B. Where existing utilities and structures are indicated on the Drawings, it shall be understood that all of the existing utilities and structures affecting the work may not be shown and that the locations of those shown are approximate only. It shall be the responsibility of the Contractor to ascertain the actual extent and exact location of existing utilities and structures. In every instance, the Contractor shall notify the proper authority having jurisdiction and obtain all necessary directions and approvals before performing any work in the vicinity of existing utilities.
- C. Prior to beginning any excavation work, the Contractor shall, through field investigations, determine any conflicts or interferences between existing utilities and new utilities to be constructed under this project. This determination shall be based on the actual locations, elevations, slopes, etc., of existing utilities as determined in the field investigations, and locations, elevation, slope, etc. of new utilities as shown on the Drawings. If an interference exists, the Contractor shall bring it to the attention of the Owner as soon as possible. If the Owner agrees that an interference exists, he shall modify the design as required. Additional costs to the Contractor for this change shall be processed through a Change Order as detailed elsewhere in these Contract Documents. In the event the Contractor fails to bring a potential conflict or interference to the attention of the Owner prior to beginning excavation work, any actual conflict or interference which does arise during the Project shall be corrected by the Contractor, as directed by the Owner, at no additional expense to the Owner.
- D. The work shall be carried out in a manner to prevent disruption of existing services and to avoid damage to the existing utilities. Temporary connections shall be provided, as required, to insure there is no interruption of existing services. Any damage resulting from the work of this Contract shall be promptly repaired by the Contractor at his own expense in a manner approved by the Owner and further subject to the requirements of any authority having jurisdiction. Where it is required by the authority having jurisdiction that they perform their own repairs or have them done by others, the Contractor shall be responsible for all costs thereof.

- E. Where excavations by the Contractor require any utility lines or appurtenant structures to be temporarily supported and otherwise protected during the construction work, such support and protection shall be provided by the Contractor. All such work shall be performed in a manner satisfactory to the Owner and the respective authority having jurisdiction over such work. In the event the Contractor fails to provide proper support or protection to any existing utility, the Owner may, at his discretion, have the respective authority to provide such support or protection as may be necessary to insure the safety of such utility, and the costs of such measures shall be paid by the Contractor.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

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SECTION 01550
SITE ACCESS AND STORAGE

PART 1 – GENERAL

1.01 SITE ACCESS

- A. Work may be required in various locations throughout the Town. Therefore, the Contractor shall make its own general investigation of the condition of available public and private roads and of clearances, restrictions, bridge load limits, and other limitations affecting transportation within the Town limits. It shall be the Contractor's responsibility to construct and maintain any haul roads required for its construction operations.

1.02 TEMPORARY CROSSINGS

- A. General: Wherever necessary or required for the convenience of the public or individual residents at street or highway crossings, private driveways, or elsewhere, the Contractor shall provide suitable temporary bridges over unfilled excavations, except in such cases as the Contractor shall secure the written consent of the individuals or authorities concerned to omit such temporary bridges, which written consent shall be delivered to the Owner prior to excavation. All such bridges shall be maintained in service until access is provided across the backfilled excavation. Temporary bridges for street and highway crossing shall conform to the requirements of the authority having jurisdiction in each case, and the Contractor shall adopt designs furnished by said authority for such bridges, or shall submit designs to said authority for approval, as may be required.
- B. Street Use: Nothing herein shall be construed to entitle the Contractor to the exclusive use of any public street, alleyway, or parking area during the performance of the Work hereunder, and he shall so conduct his operations as not to interfere unnecessarily with the authorized work of utility companies or other agencies in such streets, alleys, ways, or parking areas. No street shall be closed to the public without first obtaining permission of the Owner and proper governmental authority. Where excavation is being performed in primary streets or highways, one lane in each direction shall be kept open to traffic at all times unless otherwise provided or shown. Toe boards shall be provided to retain excavated material if required by the Owner or the agency having jurisdiction over the street or highway. Fire hydrants on or adjacent to the Work shall be kept accessible to fire-fighting equipment at all times. Temporary provisions shall be made by the Contractor to assure the use of sidewalks and the proper functioning of all gutters, sewer inlets, and other drainage facilities.
- C. Traffic Control: For the protection of traffic in public or private streets and ways, the Contractor shall provide, place, and maintain all necessary barricades, traffic

cones, warning signs, lights, and other safety devices in accordance with the requirements of the "Manual of Uniform Traffic Control Devices, Part VI - Traffic Controls for Street and Highway Construction and Maintenance Operations," published by U.S. Department of transportation, Federal Highway Administration (ANSI D6.1). The contractors shall provide Temporary Traffic Control in accordance with specifications section 01570, Temporary Traffic Control.

1. The Contractor shall take all necessary precautions for the protection of the Work and the safety of the public. All barricades and obstructions shall be illuminated at night, and all lights shall be kept burning from sunset until sunrise. The Contractor shall station such guards or flaggers and shall conform to such special safety regulations relating to traffic control as may be required by the public authorities within their respective jurisdictions. All signs, signals, and barricades shall conform to the requirements of Subpart G, Part 1926, of the OSHA Safety and Health Standards for Construction.
 2. For each work order, the Contractor shall submit a traffic control plan/MOT plan to the Owner for approval a minimum of two weeks prior to construction. The Town of Jupiter reserves the right to observe these traffic control plans in use and to make any changes as field conditions warrant. Any changes shall supersede these plans and be done solely at the Contractor's expense. The Contractor shall keep a copy of the traffic control plan on site at all times of construction. If the work affects traffic on Palm Beach County or FDOT roadways, traffic control plans shall also be submitted to those agencies for approval.
 3. The Contractor shall remove traffic control devices when no longer needed, repair all damage caused by installation of the devices, and shall remove post settings and backfill the resulting holes to match grade.
- D. Temporary Street Closure: If closure of any street is required during construction, a formal application for a street closure shall be made to the authority having jurisdiction at least 30 days prior to the required street closure in order to determine necessary sign and detour requirements.
- E. Temporary Driveway Closure: The Contractor shall notify the Owner or occupant (if not owner-occupied) of the closure of the driveways to be closed more than one eight-hour work day, at least three working days prior to the closure. The Contractor shall minimize the inconvenience and minimize the time period that the driveways will be closed. The Contractor shall fully explain to the owner/occupant how long the work will take and when closure is to start.
- F. Temporary Bridges: Whenever necessary, the Contractor shall provide suitable temporary bridges or steel plates over unfilled excavations, except in such cases as the Contractor shall secure the written consent of the individuals or authorities concerned to omit such temporary bridges or steel plates, which written consent

shall be delivered to the Engineer prior to excavation. All such bridges or steel plates shall be maintained in service until access is provided across the backfilled excavation. Temporary bridges or steel plates for street and highway crossing shall conform to the requirements of the authority having jurisdiction in each case, and the Contractor shall adopt designs furnished by said authority for such bridges or steel plates, or shall submit designs to said authority for approval, as may be required.

1.03 STORAGE

- A. Responsibility for protection and safekeeping of equipment and materials will be solely that of the Contractor, and no claim shall be made against the Owner by reason of any act of an employee or trespasser. Should an occasion arise necessitating access to an area occupied by stored equipment and/or materials, the Contractor shall immediately move them.
- B. Upon completion of the Contract, the Contractor shall remove from the storage areas all of their equipment, temporary fencing, surplus materials, rubbish, etc., and restore the area to its original or better conditions.

PART 2 – PRODUCTS (Not Used)

PART 3 – EXECUTION_ (Not Used)

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SECTION 01560
TEMPORARY ENVIRONMENTAL CONTROLS

PART 1 – GENERAL

1.01 EXPLOSIVES AND BLASTING

- A. The use of explosives on the Work will not be permitted.

1.02 DUST ABATEMENT

- A. The Contractor shall furnish all labor, equipment, and means required and shall carry out effective measures wherever and as often as necessary to prevent its operation from producing dust in amounts damaging to property, cultivated vegetation, or domestic animals, or causing a nuisance to persons living in or occupying buildings in the vicinity. The Contractor shall be responsible for any damage resulting from any dust originating from its operations. The dust abatement measures shall be continued until the Contractor is relieved of further responsibility by the Owner. No separate payment will be allowed for dust abatement measures and all costs thereof shall be included in the Contractor's bid price.

1.03 RUBBISH CONTROL

- A. During the progress of the Work, the Contractor shall keep the site of the Work and other areas used in a neat and clean condition, and free from any accumulation of rubbish. The Contractor shall dispose of all rubbish and waste materials of any nature occurring at the Work site, and shall establish regular intervals of collection and disposal of such materials and waste. The Contractor shall also keep its haul roads free from dirt, rubbish, and unnecessary obstructions resulting from its operations. Disposal of all rubbish and surplus materials shall be off the site of construction in accordance with local codes and ordinances governing locations and methods of disposal, and in conformance with all applicable safety laws, and to the particular requirements of Part 1926 of the OSHA Safety and Health Standards for Construction.

1.04 SANITARY AND OTHER ORGANIC WASTE

- A. The Contractor shall establish a regular daily collection of all sanitary and organic wastes. All wastes and refuse from sanitary facilities provided by the Contractor or organic material wastes from any other source related to the Contractor's operations shall be disposed of away from the site in a manner satisfactory to the Owner and in accordance with all laws and regulations pertaining thereto.

1.05 CHEMICALS

- A. All chemicals used during project construction or furnished for project operation, whether defoliant, soil sterilant, herbicide, pesticide, disinfectant, polymer, paint, fuel, solvent or reactant of other classification, shall show approval of either the U.S. Environmental Protection Agency or the U.S. Department of Agriculture. The handling, storage, use and disposal of all such chemicals and disposal of residues shall be in strict accordance with all applicable rules and regulations of Federal, State and local jurisdictional agencies and the printed instructions of the manufacturer and all regulatory requirements. Copies of antidote literature shall be kept at the storage site and at the Contractor's job site office. A supply of antidotes shall be kept at the Contractor's office.

1.06 NOISE CONTROL

- A. Noise resulting from the Contractor's work shall not exceed the noise levels and other requirements stated in local ordinances. The Contractor shall be responsible for curtailing noise resulting from his operation. He shall, upon written notification from the Owner or the noise control officers, make any repairs, replacements, adjustments, additions and furnish mufflers when necessary to fulfill requirements.

1.07 EROSION ABATEMENT AND WATER POLLUTION

- A. It is imperative that any Contractor dewatering operation should not contaminate or disturb the environment or the properties adjacent to the work. The Contractor shall, therefore, schedule and control his operations to confine all runoff water from disturbed surfaces, water from dewatering operations that becomes contaminated with lime silt, muck and other deleterious matter, fuels, oils, bitumens, calcium chloride, chemicals and other polluting materials.
- B. The Contractor shall construct temporary stilling basin(s) of adequate size and provide all necessary temporary materials, operations and controls including, but not limited to, filters, coagulants, screens, and other means necessary to attain the required discharge water quality.
- C. The Contractor shall be responsible for providing, operating and maintaining materials and equipment used for conveying the clear water to the point of discharge. All pollution prevention procedures, materials, equipment and related items shall be operated and maintained until such time as the dewatering operation is discontinued. Upon the removal of the materials, equipment and related items, the Contractor shall restore the area to the condition prior to its commencing work.

1.08 PRECAUTIONS DURING ADVERSE WEATHER

- A. During adverse weather, and against the possibility thereof, the Contractor shall take all necessary precautions so that the work may be properly done and

satisfactory in all respects. When required, protection shall be provided by use of tarpaulins, wood and building paper shelters, or other acceptable means. The Contractor shall be responsible for all changes caused by adverse weather.

- B. The Owner may suspend construction operations at any time when, in his judgment, the conditions are unsuitable or the proper precautions are not being taken, whatever the weather conditions may be, in any season.

1.10 PERIODIC CLEANUP AND BASIC SITE RESTORATION

- A. During construction, the Contractor shall regularly remove from the site all accumulated debris and surplus materials of any kind which results from its operations. Unused equipment and tools shall be stored at the Contractor's yard or base of operations for the project.
- B. The Contractor shall perform the cleanup work on a regular basis and as frequently as ordered by the Owner. Basic site restoration in a particular area shall be accomplished immediately following the installation or completion of the required facilities in that area. Furthermore, such work shall also be accomplished, when ordered by the Owner, if partially completed facilities must remain incomplete for some time period due to unforeseen circumstances.
- C. Upon failure of the Contractor to perform periodic clean-up and basic restoration of the site to the Owner's satisfaction, the Owner may, upon 5 days' prior written notice to the Contractor, employ such labor and equipment as it deems necessary for the purpose, and all costs resulting therefrom shall be charged to the Contractor and deducted from amounts of money that it may be due.

PART 2 – PRODUCTS (Not Used)

PART 3 – EXECUTION (Not Used)

- END OF SECTION –

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SECTION 01570
TEMPORARY TRAFFIC CONTROL

PART 1 - GENERAL

1.01 SECTION INCLUDES

- A. Construction parking controls.
- B. Flares and lights.
- C. Haul routes.
- D. Traffic signs and signals.
- E. Removal.
- F. Detour routes.

1.02 RELATED REQUIREMENTS SPECIFIED ELSEWHERE

- A. Drawings and general provisions of the Contract, including the General and Supplementary Conditions and Division 1 Specification sections, apply to this section.
- B. Section 01010 - Summary of Work.
- C. Section 01560 – Temporary Controls.

PART 2 - PRODUCTS

2.01 SIGNS, SIGNALS, AND DEVICES

- A. Post Mounted Traffic Control and Informational Signs: In accordance with Palm Beach County, FDOT and MUTCD Standards.

PART 3 - EXECUTION

3.01 GENERAL

- A. Coordinate Temporary Traffic Control with the Town of Jupiter Engineering Department and Palm Beach County Traffic Division. To the greatest extent practical, vehicular and pedestrian traffic is to be maintained to the existing residences.

B. Contractor shall provide temporary means of egress by means of boardwalks, temporary sidewalks or other approved equivalent systems to allow access to residences.

C. Emergency vehicle access to the residences shall be provided at all times.

3.02 CONSTRUCTION PARKING CONTROL

A. Control vehicular parking to prevent interference with public traffic and parking, private property, business, and residential access.

B. Monitor parking of construction personnel's vehicles. Maintain vehicular access to private residences and businesses. Construction parking shall not be allowed in front of residences.

3.03 FLAG PERSONS

A. Provide trained and equipped flag persons to regulate traffic when construction operations or traffic encroach on public traffic lanes.

3.04 FLARES AND LIGHTS

A. Use flares and lights during hours of low visibility to delineate project limits.

3.05 HAUL ROUTES

A. Consult with the Town of Jupiter Engineering Department and Palm Beach County Traffic Division to establish public thoroughfares to be used for haul routes and site access.

B. Confine construction traffic to designated haul routes.

C. Provide traffic control at critical areas of haul routes to regulate traffic, to minimize interference with public traffic.

3.06 TRAFFIC SIGNS AND SIGNALS

A. At approaches to site and on site, install at crossroads, detours, parking areas, and elsewhere as needed to direct construction and affected public traffic.

B. Relocate as Work progresses, to maintain effective traffic control.

3.07 REMOVAL

- A. Remove equipment and devices when no longer required.
- B. Repair damage caused by installation.

- END OF SECTION -

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SECTION 01600
MATERIAL AND EQUIPMENT

A. TRANSPORTATION AND HANDLING

Deliver manufactured materials and products to the project site as needed for installation, undamaged, in original packages, containers, or bundles, as packaged by the manufacturer with manufacturer's name, brand, seals, and labels intact. Materials other than those designated within the Specifications shall not be delivered to the project site.

B. STORAGE AND PROTECTION

1. Protect and preserve all materials until final acceptance of the Project. Store all materials in a manner to facilitate inspection and to prevent damage, contamination, intermixing, or theft.
2. Miscellaneous metal, reinforcement bars, welded wire fabric, and masonry reinforcement materials shall be stored to prevent contact with the ground and from being damaged by its own weight or by other loads. Reinforcement which has become muddy shall be cleaned before use.
3. Store cementitious materials in weathertight sheds on elevated floors away from damp surfaces. Prevent freezing.
4. Do not use and dispose of materials that have been stored for longer than their maximum recommended shelf life or beyond their recommend shelf date.
5. Store and protect all material and equipment in accordance with manufacturer's recommendations.

C. PROTECTION OF EQUIPMENT

1. During construction, protect all equipment from moisture absorption and metallic component corrosion by appropriate use of strip heaters, lamps, coverings, or other suitable means. Apply protection immediately on receiving the products and maintain continually.
2. Keep products clean by elevating above ground or floor and by using suitable coverings. Take such precautions as are necessary to protect apparatus and materials from damage. Failure to protect materials is sufficient cause for rejection of the apparatus or material in question.

3. Protect factory finish from damage during construction operations and until acceptance of the project. Satisfactorily restore any finishes that become stained or damaged.

D. EQUIPMENT SELECTION AND SERVICEABILITY

1. Locate and install all equipment so that it may be serviced. Demonstrate that there is room to remove all fan shafts, bearings, filters, pumps and motors, and similar equipment.
2. Equipment which is too large or poorly located to permit servicing shall be replaced or repositioned at no additional cost to the Owner.
3. Where piping, control diagrams or sequencing differ from the recommended piping arrangements of the equipment manufacturer, and will directly affect the equipment performance, the manufacturer's recommendations shall be submitted in writing to the Engineer for review prior to purchasing the equipment involved. Obtain such recommendations from the manufacturers in order to effect correct and perfect operation of the equipment at the capacities and temperatures indicated.

- END OF SECTION -

SECTION 01700
PROJECT CLOSEOUT

PART 1 – GENERAL

1.01 FINAL CLEANUP

- A. This section refers specifically to the completion and closeout of individual work orders.
- B. The Contractor shall promptly remove from the vicinity of the completed Work, all rubbish, unused materials, concrete forms, construction equipment, temporary structures and facilities, construction signs, tools, scaffolding, materials, supplies and equipment which may have been used in the performance of the work. The Contractor shall broom clean paved surfaces and rake clean other surfaces of grounds. Final acceptance of the Work by the Owner will be withheld until the Contractor has satisfactorily complied with the foregoing requirements for final cleanup of the project site.
- C. The Contractor shall thoroughly clean all materials, equipment and structures; all marred surfaces shall be touched up to match adjacent surfaces.
- D. The Contractor shall remove spatter, grease, stains, fingerprints, dirt, dust, labels, tags, packing materials and other foreign items or substances from interior and exterior surfaces, equipment, signs and lettering.
- E. The Contractor shall remove paint, clean and restore all equipment and material nameplates, labels and other identification markings.
- F. The Contractor shall maintain cleaning until project, or portion thereof, is accepted by the Owner.
- G. The Contractor shall:
 - 1. Use only cleaning materials recommended by manufacturer of surface to be cleaned.
 - 2. Use each type of cleaning material on only those surfaces recommended by the cleaning material manufacturer.
 - 3. Use only materials which will not create hazards to health or property.

1.02 CLOSEOUT TIMETABLE

- A. The Contractor shall establish dates for testing, acceptance periods, and on-site instructional periods (as required under the Contract). Such dates shall be established not less than one week prior to beginning any of the foregoing items, to allow the Owner and their authorized representatives sufficient time to schedule attendance at such activities.

1.03 FINAL SUBMITTALS

- A. Before the final acceptance of the project, the Contractor shall submit to the Owner (or to the Owner if indicated) certain records, certifications, etc., which are specified elsewhere in the Contract Documents. Missing, incomplete or unacceptable items, as determined by the Owner, shall constitute grounds for withholding final payment to the Contractor. A partial list of such items appears below, but it shall be the Contractor's responsibility to submit any other items which are required in the Contract Documents:
 - 1. Written Test results of project components.
 - 2. Written guarantees, where required.
 - 3. Certificates of inspection and acceptance by local governing agencies having jurisdiction.
 - 4. Video recordings and logs of all lines televised.
 - 5. Pre-construction and post construction pictures and videos.
 - 6. Releases from all parties who are entitled to claims against the subject project, property, or improvement pursuant to the provisions of law.

1.04 PUNCH LISTS

- A. Final cleaning shall be scheduled upon completion of the project.
- B. The Owner will make his final inspection whenever the Contractor has notified the Owner that the work is ready for the inspection. Any work not found acceptable and requiring cleaning, repair and/or replacement will be noted on the "Punch" list. Work that has been inspected and accepted by the Owner shall be maintained by the Contractor, until final acceptance of the entire project.
- C. Whenever the Contractor has completed the items on the punch list, he shall again notify the Owner that it is ready for final inspection. This procedure will continue until the entire project is accepted by the Owner. The "Final Payment" will not be

processed until the entire project has been accepted by the Owner and all of the requirements in previous Article 1.03 "Final Submittals" have been satisfied.

1.07 TOUCH-UP AND REPAIR

- A. The Contractor shall touch-up and repair damage to all existing facilities and surfaces. If in the opinion of the Owner the touch-up work is not satisfactory, the Contractor shall repeat the item.

1.08 MAINTENANCE AND GUARANTEE

- A. The Contractor shall comply with all maintenance and guarantee requirements of the Contract Documents.
- B. Replacement of earth fill or backfill, where it has settled below the required finish elevations, shall be considered as a part of such required repair work, and any repair or resurfacing constructed by the Contractor which becomes necessary by reason of such settlement shall likewise be considered as a part of such required repair work unless the Contractor shall have obtained a statement in writing from the affected private Owner or public agency releasing the Owner from further responsibility in connection with such repair or resurfacing.

PART 2 – PRODUCTS (Not Used)

PART 3 – EXECUTION (Not Used)

- END OF SECTION –

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R&MSERV-01

SANTIAGOR

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/2/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Insurance Office of America Abacoa Town Center 1200 University Blvd, Suite 200 Jupiter, FL 33458	CONTACT Dianne Klaus	
	PHONE (A/C, No, Ext): (561) 721-3746	FAX (A/C, No):
INSURED R&M Service Solutions, LLC 7256 Westport Place, Suite A West Palm Beach, FL 33413	E-MAIL Address: Dianne.Klaus@ioausa.com	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Transportation Insurance Company	NAIC # 20494
	INSURER B: The Continental Insurance Company	35289
	INSURER C: Travelers Property Casualty Company of America	25674
	INSURER D:	
INSURER E:		
INSURER F:		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	8042667780	7/21/2023	7/21/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPROP AGG \$ 2,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	6081140945	7/21/2023	7/21/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			7034018351	7/21/2023	7/21/2024	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input checked="" type="checkbox"/> Y <input checked="" type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below		<input checked="" type="checkbox"/>	6042667794	7/21/2023	7/21/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	<input checked="" type="checkbox"/> Equipment Floater			QT6605N313831-TIL-23	7/21/2023	7/21/2024	Leased/Rented-Item 250,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The Town of Jupiter, Florida Palm Beach County Board of County Commissioners, it's employees, agents, consultants, contractors are Additional Insureds with respect to General Liability and is primary & non-contributory when required by written contract per form #CNA75079XX, and Additional Insured with respect to Auto Liability per form #CNA63359XX and is primary & non-contributory per form #CA 04 49. Waiver of Subrogation with respect to General Liability per form # CNA74705XX, with respect to Auto Liability per form CNA63359XX and with respect to Workers Compensation per form # WC000313. NOC: 30day/10days non-payment of premium in accordance with policy provisions.

CERTIFICATE HOLDER

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Town of Jupiter
Attn: Amanda Barnes
17403 Central Boulevard
Jupiter, FL 33458



Workers Compensation And Employers Liability Insurance
Policy Endorsement

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Any Person or Organization on whose behalf you are required to obtain this waiver of our right to recover from under a written contract or agreement.

The premium charge for the endorsement is reflected in the Schedule of Operations.

All other terms and conditions of the policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective Date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy unless another expiration date is shown below.

Form No: WC 00 03 13 (04-1984)

Endorsement Effective Date:

Endorsement No: 5; Page: 1 of 1

Underwriting Company: Transportation Insurance Company, 151 N Franklin St, Chicago, IL 60606

Endorsement Expiration Date:

Policy No: WC 6 42667794

Policy Effective Date: 07/21/2023

Policy Page: 57 of 95

CONTRACTORS EXTENDED COVERAGE ENDORSEMENT - BUSINESS AUTO PLUS**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM**I. LIABILITY COVERAGE****A. Who Is An Insured**

The following is added to **Section II, Paragraph A.1., Who Is An Insured**:

1. a. Any incorporated entity of which the Named Insured owns a majority of the voting stock on the date of inception of this Coverage Form; provided that,
 - b. The insurance afforded by this provision **A.1.** does not apply to any such entity that is an insured under any other liability "policy" providing **auto** coverage.
2. Any organization you newly acquire or form, other than a limited liability company, partnership or joint venture, and over which you maintain majority ownership interest.

The insurance afforded by this provision **A.2.**:

- a. Is effective on the acquisition or formation date, and is afforded only until the end of the policy period of this Coverage Form, or the next anniversary of its inception date, whichever is earlier.
- b. Does not apply to:
 - (1) **Bodily injury or property damage** caused by an **accident** that occurred before you acquired or formed the organization; or
 - (2) Any such organization that is an insured under any other liability "policy" providing **auto** coverage.
3. Any person or organization that you are required by a written contract to name as an additional insured is an insured but only with respect to their legal liability for acts or omissions of a person, who qualifies as an insured under **SECTION II – WHO IS AN INSURED** and for whom Liability Coverage is afforded under this policy. If required by written contract, this insurance will be primary and non-contributory to insurance on which the additional insured is a Named Insured.
4. An employee of yours is an insured while operating an **auto** hired or rented under a contract or agreement in that employee's name, with your permission, while performing duties related to the conduct of your business.

"Policy", as used in this provision **A. Who Is An Insured**, includes those policies that were in force on the inception date of this Coverage Form but:

1. Which are no longer in force; or
2. Whose limits have been exhausted.

B. Bail Bonds and Loss of Earnings

Section II, Paragraphs A.2. (2) and A.2. (4) are revised as follows:

1. In **a.(2)**, the limit for the cost of bail bonds is changed from \$2,000 to \$5,000; and
2. In **a.(4)**, the limit for the loss of earnings is changed from \$250 to \$500 a day.

Form No: CNA63359XX (04-2012)

Endorsement Effective Date:

Endorsement Expiration Date:

Endorsement No: 11; Page: 1 of 4

Underwriting Company: The Continental Insurance Company, 151 N Franklin St, Chicago, IL 60606

Policy No: BUA 6081140945

Policy Effective Date: 07/21/2023

Policy Page: 79 of 155



C. Fellow Employee

Section II, Paragraph B.5 does not apply.

Such coverage as is afforded by this provision C. is excess over any other collectible insurance.

II. PHYSICAL DAMAGE COVERAGE

A. Glass Breakage – Hitting A Bird Or Animal – Falling Objects Or Missiles

The following is added to Section III, Paragraph A.3.:

With respect to any covered auto, any deductible shown in the Declarations will not apply to glass breakage if such glass is repaired, in a manner acceptable to us, rather than replaced.

B. Transportation Expenses

Section III, Paragraph A.4.a. is revised, with respect to transportation expense incurred by you, to provide:

- a. \$60 per day, in lieu of \$20; subject to
- b. \$1,800 maximum, in lieu of \$600.

C. Loss of Use Expenses

Section III, Paragraph A.4.b. is revised, with respect to loss of use expenses incurred by you, to provide:

- a. \$1,000 maximum, in lieu of \$600.

D. Hired "Autos"

The following is added to Section III, Paragraph A.:

5. Hired "Autos"

If Physical Damage coverage is provided under this policy, and such coverage does not extend to Hired Autos, then Physical Damage coverage is extended to:

- a. Any covered auto you lease, hire, rent or borrow without a driver; and
- b. Any covered auto hired or rented by your employee without a driver, under a contract in that individual employee's name, with your permission, while performing duties related to the conduct of your business.
- c. The most we will pay for any one accident or loss is the actual cash value, cost of repair, cost of replacement or \$75,000, whichever is less, minus a \$500 deductible for each covered auto. No deductible applies to loss caused by fire or lightning.
- d. The physical damage coverage as is provided by this provision is equal to the physical damage coverage(s) provided on your owned autos.
- e. Such physical damage coverage for hired autos will:
 - (1) Include loss of use, provided it is the consequence of an accident for which the Named Insured is legally liable, and as a result of which a monetary loss is sustained by the leasing or rental concern.
 - (2) Such coverage as is provided by this provision will be subject to a limit of \$750 per accident.

E. Airbag Coverage

The following is added to Section III, Paragraph B.3.:

The accidental discharge of an airbag shall not be considered mechanical breakdown.

Form No: CNA63359XX (04-2012)

Endorsement Effective Date:

Endorsement Expiration Date:

Endorsement No: 11; Page: 2 of 4

Underwriting Company: The Continental Insurance Company, 151 N Franklin St, Chicago, IL 60606

Policy No: BUA 6081140945

Policy Effective Date: 07/21/2023

Policy Page: 80 of 155



F. Electronic Equipment

Section III, Paragraphs B.4.c and B.4.d. are deleted and replaced by the following:

- c. Physical Damage Coverage on a covered auto also applies to loss to any permanently installed electronic equipment including its antennas and other accessories
- d. A \$100 per occurrence deductible applies to the coverage provided by this provision.

G. Diminution In Value

The following is added to Section III, Paragraph B.6.:

Subject to the following, the diminution in value exclusion does not apply to:

- a. Any covered auto of the private passenger type you lease, hire, rent or borrow, without a driver for a period of 30 days or less, while performing duties related to the conduct of your business; and
- b. Any covered auto of the private passenger type hired or rented by your employee without a driver for a period of 30 days or less, under a contract in that individual employee's name, with your permission, while performing duties related to the conduct of your business.
- c. Such coverage as is provided by this provision is limited to a diminution in value loss arising directly out of accidental damage and not as a result of the failure to make repairs; faulty or incomplete maintenance or repairs; or the installation of substandard parts.
- d. The most we will pay for loss to a covered auto in any one accident is the lesser of:
 - (1) \$5,000; or
 - (2) 20% of the auto's actual cash value (ACV).

III. Drive Other Car Coverage – Executive Officers

The following is added to Sections II and III:

- 1. Any auto you don't own, hire or borrow is a covered auto for Liability Coverage while being used by, and for Physical Damage Coverage while in the care, custody or control of, any of your "executive officers", except:
 - a. An auto owned by that "executive officer" or a member of that person's household; or
 - b. An auto used by that "executive officer" while working in a business of selling, servicing, repairing or parking autos.

Such Liability and/or Physical Damage Coverage as is afforded by this provision.

- (1) Equal to the greatest of those coverages afforded any covered auto; and
- (2) Excess over any other collectible insurance.

- 2. For purposes of this provision, "executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document, and, while a resident of the same household, includes that person's spouse.

Such "executive officers" are insureds while using a covered auto described in this provision.

IV. BUSINESS AUTO CONDITIONS

A. Duties In The Event Of Accident, Claim, Suit Or Loss

The following is added to Section IV, Paragraph A.2.a.:

Form No: CNA63359XX (04-2012)

Endorsement Effective Date:

Endorsement Expiration Date:

Endorsement No: 11; Page: 3 of 4

Underwriting Company: The Continental Insurance Company, 151 N Franklin St, Chicago, IL 60606

Policy No: BUA 6081140945

Policy Effective Date: 07/21/2023

Policy Page: 81 of 155



- (4) Your **employees** may know of an **accident** or **loss**. This will not mean that you have such knowledge, unless such **accident** or **loss** is known to you or if you are not an individual, to any of your executive officers or partners or your insurance manager.

The following is added to **Section IV, Paragraph A.2.b.**:

- (6) Your **employees** may know of documents received concerning a claim or **suit**. This will not mean that you have such knowledge, unless receipt of such documents is known to you or if you are not an individual, to any of your executive officers or partners or your insurance manager.

B. Transfer Of Rights Of Recovery Against Others To Us

The following is added to **Section IV, Paragraph A.5. Transfer Of Rights Of Recovery Against Others To Us**:

We waive any right of recovery we may have, because of payments we make for injury or damage, against any person or organization for whom or which you are required by written contract or agreement to obtain this waiver from us.

This injury or damage must arise out of your activities under a contract with that person or organization.

You must agree to that requirement prior to an **accident** or **loss**.

C. Concealment, Misrepresentation or Fraud

The following is added to **Section IV, Paragraph B.2.**:

Your failure to disclose all hazards existing on the date of inception of this Coverage Form shall not prejudice you with respect to the coverage afforded provided such failure or omission is not intentional.

D. Other Insurance

The following is added to **Section IV, Paragraph B.5.**:

Regardless of the provisions of Paragraphs 5.a. and 5.d. above, the coverage provided by this policy shall be on a primary non-contributory basis. This provision is applicable only when required by a written contract.

That written contract must have been entered into prior to **Accident** or **Loss**.

E. Policy Period, Coverage Territory

Section IV, Paragraph B. 7.(5).(a). is revised to provide:

- a. 45 days of coverage in lieu of 30 days.

V. DEFINITIONS

Section V. paragraph C. is deleted and replaced by the following:

Bodily injury means bodily injury, sickness or disease sustained by a person, including mental anguish, mental injury or death resulting from any of these.

Form No: CNA63359XX (04-2012)

Endorsement Effective Date:

Endorsement Expiration Date:

Endorsement No: 11; Page: 4 of 4

Underwriting Company: The Continental Insurance Company, 151 N Franklin St, Chicago, IL 60606

Policy No: BUA 6081140945

Policy Effective Date: 07/21/2023

Policy Page: 82 of 155

**Blanket Additional Insured - Owners, Lessees or
Contractors - with Products-Completed
Operations Coverage Endorsement**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

It is understood and agreed as follows:

- I. **WHO IS AN INSURED** is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **coverage part**, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** caused in whole or in part by your acts or omissions, or the acts or omissions of those acting on your behalf:
- A. in the performance of your ongoing operations subject to such **written contract**; or
 - B. in the performance of your **work** subject to such **written contract**, but only with respect to **bodily injury or property damage** included in the **products-completed operations hazard**, and only if:
 - 1. the **written contract** requires you to provide the additional insured such coverage; and
 - 2. this **coverage part** provides such coverage.
- II. But if the **written contract** requires:
- A. additional insured coverage under the 11-85 edition, 10-93 edition, or 10-01 edition of CG2010, or under the 10-01 edition of CG2037; or
 - B. additional insured coverage with "arising out of" language; or
 - C. additional insured coverage to the greatest extent permissible by law;
- then paragraph I. above is deleted in its entirety and replaced by the following:
- WHO IS AN INSURED** is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **coverage part**, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** arising out of your **work** that is subject to such **written contract**.
- III. Subject always to the terms and conditions of this policy, including the limits of insurance, the insurer will not provide such additional insured with:
- A. coverage broader than required by the **written contract**; or
 - B. a higher limit of insurance than required by the **written contract**.
- IV. The insurance granted by this endorsement to the additional insured does not apply to **bodily injury, property damage, or personal and advertising injury** arising out of:
- A. the rendering of, or the failure to render, any professional architectural, engineering, or surveying services, including:
 - 1. the preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
 - 2. supervisory, inspection, architectural or engineering activities; or
 - B. any premises or work for which the additional insured is specifically listed as an additional insured on another endorsement attached to this **coverage part**.
- V. Under **COMMERCIAL GENERAL LIABILITY CONDITIONS**, the Condition entitled **Other Insurance** is amended to add the following, which supersedes any provision to the contrary in this Condition or elsewhere in this **coverage part**:

CNA75079XX (10-16)

Page 1 of 2

TRANSPORTATION INSURANCE COMPANY

Insured Name: R&M SERVICE SOLUTIONS, LLC

Policy No: 6042667780

Endorsement No: 2

Effective Date: 07/21/2023

**Blanket Additional Insured - Owners, Lessees or
Contractors - with Products-Completed
Operations Coverage Endorsement****Primary and Noncontributory Insurance**

With respect to other insurance available to the additional insured under which the additional insured is a named insured, this insurance is primary to and will not seek contribution from such other insurance, provided that a written contract requires the insurance provided by this policy to be:

1. primary and non-contributing with other insurance available to the additional insured; or
2. primary and to not seek contribution from any other insurance available to the additional insured.

But except as specified above, this insurance will be excess of all other insurance available to the additional insured.

VI. Solely with respect to the insurance granted by this endorsement, the section entitled COMMERCIAL GENERAL LIABILITY CONDITIONS is amended as follows:

The Condition entitled **Duties In The Event of Occurrence, Offense, Claim or Suit** is amended with the addition of the following:

Any additional insured pursuant to this endorsement will as soon as practicable:

1. give the Insurer written notice of any claim, or any occurrence or offense which may result in a claim;
2. send the Insurer copies of all legal papers received, and otherwise cooperate with the Insurer in the investigation, defense, or settlement of the claim; and
3. make available any other insurance, and tender the defense and indemnity of any claim to any other insurer or self-insurer, whose policy or program applies to a loss that the Insurer covers under this coverage part. However, if the written contract requires this insurance to be primary and non-contributory, this paragraph 3. does not apply to insurance on which the additional insured is a named insured.

The Insurer has no duty to defend or indemnify an additional insured under this endorsement until the Insurer receives written notice of a claim from the additional insured.

VII. Solely with respect to the insurance granted by this endorsement, the section entitled DEFINITIONS is amended to add the following definition:

Written contract means a written contract or written agreement that requires you to make a person or organization an additional insured on this coverage part, provided the contract or agreement:

- A. is currently in effect or becomes effective during the term of this policy; and
- B. was executed prior to:
 1. the bodily injury or property damage; or
 2. the offense that caused the personal and advertising injury;for which the additional insured seeks coverage.

Any coverage granted by this endorsement shall apply solely to the extent permissible by law.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

CNA75079XX (10-16)

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TRANSPORTATION INSURANCE COMPANY

Insured Name: R&M SERVICE SOLUTIONS, LLC

Policy No: 6042667780

Endorsement No: 2

Effective Date: 07/21/2023

**Contractors' General Liability Extension Endorsement**

2. **Bodily injury or property damage** included within the **products-completed operations hazard** that arises out of those portions of the project that are not **residential structures**.

B. Condition 4. Other Insurance is amended to add the following subparagraph 4.b.(1)(c):

This insurance is excess over:

- (c) Any of the other insurance whether primary, excess, contingent or any other basis that is insurance available to the Named Insured as a result of the Named Insured being a participant in a **consolidated (wrap-up) insurance program**, but only as respects the Named Insured's involvement in that **consolidated (wrap-up) insurance program**.

C. DEFINITIONS is amended to add the following definitions:

Consolidated (wrap-up) insurance program means a construction, erection or demolition project for which the prime contractor/project manager or owner of the construction project has secured general liability insurance covering some or all of the contractors or subcontractors involved in the project, such as an Owner Controlled Insurance Program (O.C.I.P.) or Contractor Controlled Insurance Program (C.C.I.P.).

Residential structure means any structure where 30% or more of the square foot area is used or is intended to be used for human residency, including but not limited to:

1. single or multifamily housing, apartments, condominiums, townhouses, co-operatives or planned unit developments; and
2. the common areas and structures appurtenant to the structures in paragraph 1. (including pools, hot tubs, detached garages, guest houses or any similar structures).

However, when there is no individual ownership of units, **residential structure** does not include military housing, college/university housing or dormitories, long term care facilities, hotels or motels. **Residential structure** also does not include hospitals or prisons.

This **WRAP-UP EXTENSION: OCIP, CCIP, OR CONSOLIDATED (WRAP-UP) INSURANCE PROGRAMS** Provision does not apply to any person or organization who otherwise qualifies as an additional insured on this **Coverage Part**.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.



CNA PARAMOUNT

**Blanket Additional Insured - Owners, Lessees or
Contractors - with Products-Completed
Operations Coverage Endorsement**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

It is understood and agreed as follows:

- I. **WHO IS AN INSURED** is amended to include as an Insured any person or organization whom you are required by written contract to add as an additional insured on this coverage part, but only with respect to liability for bodily injury, property damage or personal and advertising injury caused in whole or in part by your acts or omissions, or the acts or omissions of those acting on your behalf:
- A. in the performance of your ongoing operations subject to such written contract; or
 - B. in the performance of your work subject to such written contract, but only with respect to bodily injury or property damage included in the products-completed operations hazard, and only if:
 - 1. the written contract requires you to provide the additional insured such coverage; and
 - 2. this coverage part provides such coverage.
- II. But if the written contract requires:
- A. additional insured coverage under the 11-85 edition, 10-93 edition, or 10-01 edition of CG2010, or under the 10-01 edition of CG2037; or
 - B. additional insured coverage with "arising out of" language; or
 - C. additional insured coverage to the greatest extent permissible by law;
- then paragraph I. above is deleted in its entirety and replaced by the following:
- WHO IS AN INSURED** is amended to include as an Insured any person or organization whom you are required by written contract to add as an additional insured on this coverage part, but only with respect to liability for bodily injury, property damage or personal and advertising injury arising out of your work that is subject to such written contract.
- III. Subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:
- A. coverage broader than required by the written contract; or
 - B. a higher limit of insurance than required by the written contract.
- IV. The insurance granted by this endorsement to the additional insured does not apply to bodily injury, property damage, or personal and advertising injury arising out of:
- A. the rendering of, or the failure to render, any professional architectural, engineering, or surveying services, including:
 - 1. the preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
 - 2. supervisory, inspection, architectural or engineering activities; or
 - B. any premises or work for which the additional insured is specifically listed as an additional insured on another endorsement attached to this coverage part.
- V. Under **COMMERCIAL GENERAL LIABILITY CONDITIONS**, the Condition entitled **Other Insurance** is amended to add the following, which supersedes any provision to the contrary in this Condition or elsewhere in this coverage part:

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TRANSPORTATION INSURANCE COMPANY

Insured Name: R&M SERVICE SOLUTIONS, LLC

Policy No: 6042667780

Endorsement No: 2

Effective Date: 07/21/2023