

**SPECIFICATIONS AND CONTRACT DOCUMENTS
FOR THE
EMERALD COAST UTILITIES AUTHORITY
CWRF ADMINISTRATION BUILDING EXTERIOR AND ROOF RESTORATION**



**PREPARED FOR:
EMERALD COAST UTILITIES AUTHORITY
ECUA CIP PROJECT NO. RS-532
BID NO. CC2015-05**

DECEMBER 2014

RELEASE FOR BID

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SPECIFICATION COORDINATION SPREADSHEET - BASED ON 1995 CSI FORMAT

PROJECT: **CWRF ADMINISTRATION BUILDING EXTERIOR AND ROOF RESTORATION**

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INVITATION TO BID

Sealed bids for the construction of Bid No. CC2015-05, CWRP Administration Building Exterior and Roof Restoration, will be received in the office of the Purchasing and Stores Manager, Emerald Coast Utilities Authority, located in the Emergency Operations & Support Addition, 9255 Sturdevant Street, Ellyson Industrial Park, Pensacola, Florida 32514, until 2:00 p.m., local time, on January 15, 2015. The bids received will then be publicly opened and read aloud in Room 2202, the Finance Conference Room. Bids received after 2:00 pm, local time, on January 15, 2015 will be returned unopened.

A MANDATORY Pre-Bid Conference will be held on January 6, 2015, at 9:00 am, local time, at the Central Water Reclamation Facility, 2980 Old Chemstrand Road, Cantonment FL 32533. Bids received from entities that did not attend the MANDATORY Pre-Bid Conference will be returned unopened.

The principal features of the work to be known as:

**CWRP Administration Building Exterior and Roof Restoration
ECUA Project No. RS-352
Bid No. CC2015-05**

will consist of the: CWRP Administration Building Exterior and Roof Restoration.

Plans and Specifications may be examined free of charge at the following locations:

ECUA Central Water Reclamation Facility, 2980 Old Chemstrand Road, Cantonment, FL 32533, telephone 850-969-3306 via Tammy Clemmons.

Pensacola AGC (Associated General Contractors of America) Plan Room, 201 South "F" Street, Pensacola, FL 32502, telephone 850-438-0551, fax 850-433-3059.

All questions about the meaning or intent of the Bidding Documents are to be submitted to ECUA (Gerry Piscopo, Director of Maintenance and Construction, Utility Operations), in writing via email at gerry.piscopo@ecua.fl.gov up to seven (7) calendar days prior to the bid opening. Interpretations or clarifications considered necessary by ENGINEER in response to such questions will be issued by Addenda mailed or delivered to all parties recorded by OWNER as having obtained the Bidding Documents. Questions received less than seven (7) calendar days prior to the date for opening of Bids will not be answered. Only questions answered by Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or

consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO (\$35,000) for a period of 36 months from the date of being placed on the convicted vendor list.

Bids may not be withdrawn for a period of at least 90 days from date of opening. Complete insurance coverage will be required from the successful bidder prior to signing the contract.

The Emerald Coast Utilities Authority reserves the right to waive informalities in any bid; reject any or all proposals, in whole or in part; re-bid a project, in whole or in part; and to accept a proposal that in its judgment is the lowest and best bid of a responsible bidder. In accepting a bid, ECUA may award a contract based only on the base bid, the base bid plus all alternates, or the base bid plus any alternates which ECUA selects -- with all decisions being made based upon what ECUA believes to be the best interests of its ratepayers, in the reasonable exercise of its discretion. ECUA further reserves the right to increase or decrease quantities as may be required to meet the needs of ECUA, at the unit price which was bid.

The ECUA does not discriminate on the basis of race, color, national origin, sex, creed/religion, age, marital status, disability/handicapped status, veteran status, or any other legally protected status in employment or provision of service.

Bid proposal must be clearly marked on the envelope:

BID:	CWRF Administration Building Exterior and Roof Restoration
	<hr/>
	ECUA Project No. RS-532
	<hr/>
BID NO.:	CC2015-05
	<hr/>

INSTRUCTIONS TO BIDDERS

I. General

BIDS will be received by the Emerald Coast Utilities Authority (herein called the "OWNER") as specified in the Invitation to Bid. The BIDS will be publicly opened and read aloud at the designated time and place.

Each BID must be submitted in a sealed envelope addressed to the Emerald Coast Utilities Authority. Each sealed envelope containing a BID must be plainly marked on the outside with the name and the number of the project for which the BID is submitted; and the envelope should also show on the outside, the BIDDER's name and address. **The BID should include one (1) original of the BID.**

BIDDERS must satisfy themselves as to the accuracy of the estimated quantities in the BID schedule by examination of the site and a review of the drawings and specifications including any addenda. After BIDS have been submitted the BIDDER shall not assert that there has been any misunderstanding concerning the quantities of work or of the nature of the work to be done.

The OWNER shall provide to the BIDDERS prior to BIDDING, all the information which is pertinent to, and which delineates and describes, the land owned and right-of-ways acquired or to be acquired.

A MANDATORY Pre-Bid Conference will be held on January 6, 2015, at 9:00 am, local time, at the Central Water Reclamation Facility, 2980 Old Chemstrand Road, Cantonment FL 32533. Bids received from entities that did not attend the MANDATORY Pre-Bid Conference will be returned unopened.

The CONTRACT DOCUMENTS contain the provisions required for construction of the PROJECT. Information obtained from an officer, agent, or employee of the OWNER or any other person shall not affect the risks or obligations assumed by the CONTRACTOR or relieve the CONTRACTOR from fulfilling any of the conditions of the contract, unless properly documented by issuance of an addendum.

All BIDS must be made on the required BID form. All blank spaces for BID prices must be filled in, in ink or typewritten, and the BID form must be fully completed and executed when submitted. **The BID should include one (1) original BID form.**

A BIDDER may not modify its BID after BID opening. Errors in the extension of unit prices stated in a BID or in multiplication, division, addition, or subtraction in a BID may be corrected by the Director of Engineering prior to award. In such cases, unit prices shall not be changed. Additionally, in the event of a conflict between a written number and a numerically listed

number, the written number shall control, and the Director of Engineering may correct the numeric number so it conforms to the written number prior to award.

Any BID may be withdrawn prior to the above scheduled time for the opening of BIDS or authorized postponement thereof. Any BID received after the time and date specified shall not be considered. No BIDDER may withdraw a BID within 90 days after the actual date of the opening thereof.

The OWNER may waive any informalities or minor defects or reject any and all BIDS. A conditional or qualified BID may not be accepted.

BID tabulations will be posted for review in the Purchasing Section of the Emergency Operations Support Addition Building, 9255 Sturdevant Street, Ellyson Industrial Park on or about January 15, 2015, and will remain posted for 72 hours excluding weekends and holidays.

Each BID must be accompanied by a BID BOND payable to the OWNER for five percent of the total amount of the BID. As soon as the BID prices have been checked and compared, the OWNER will return the BONDS of all except the three lowest responsible BIDDERS. When the AGREEMENT is executed, and the PAYMENT and PERFORMANCE BONDS have been executed and approved, the BID BONDS of the remaining BIDDERS will be returned. A certified check may be used in lieu of the BID BOND.

The OWNER may make such investigations as deemed necessary to determine the ability of the BIDDER to perform the work, and the BIDDER shall furnish to the OWNER all such information and data for this purpose as the OWNER may request. The OWNER reserves the right to reject any BID if the evidence submitted by, or investigation of, such BIDDER fails to satisfy the OWNER that such BIDDER is properly qualified to carry out the obligations of the AGREEMENT and to complete the work contemplated herein. The low BIDDER will be required to perform at least fifty percent (50%) of the contract work with his/her own employees. The BIDDER to whom the contract is being awarded shall supply the names and addresses of major material suppliers and subcontractors when required to do so by the OWNER.

A PERFORMANCE BOND and PAYMENT BOND each in the amount of 100 percent of the contract price, with a corporate surety approved by the OWNER, will be required for the faithful performance of the contract, when the AGREEMENT is executed. Attorneys-in-fact who sign BID BONDS or PAYMENT BONDS and PERFORMANCE BONDS must file with each BOND a current certified copy of their power of attorney.

Certificate of Insurance, as specified herein, shall be submitted at the time of signing the AGREEMENT.

The BIDDER to whom the contract is being awarded will be required to execute the AGREEMENT and obtain the PERFORMANCE BOND, PAYMENT BOND and Insurance on or before ten (10) calendar days following delivery of the notice of award

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to the BIDDER. If the BIDDER fails to properly execute the AGREEMENT or obtain the required PERFORMANCE BOND, PAYMENT BOND, or Insurance within the allotted time, the OWNER may consider the BIDDER in default, in which case the BID BOND or check accompanying the proposal shall become payable to the OWNER.

The OWNER within ten (10) days of receipt of acceptable PERFORMANCE BOND, PAYMENT BOND, Insurance Certificates and the AGREEMENT signed by the CONTRACTOR to whom the contract is being awarded shall sign the AGREEMENT and return to such CONTRACTOR an executed duplicate of the AGREEMENT. Should the OWNER not execute the AGREEMENT within such period, the BIDDER may by written notice withdraw the signed AGREEMENT.

The CONTRACTOR shall thereupon record the PAYMENT and PERFORMANCE BONDS at the Escambia County Courthouse and return the recorded originals to the OWNER within seven (7) days.

The NOTICE TO PROCEED shall be issued within ten (10) days of the receipt of the recorded bonds by the OWNER. Should there be reasons why the NOTICE TO PROCEED cannot be issued within such period, the time may be extended by mutual agreement between the OWNER and CONTRACTOR. If the NOTICE TO PROCEED has not been issued within the ten (10) day period or within the period mutually agreed upon, the CONTRACTOR may terminate the AGREEMENT by written notice to the OWNER.

II. Bid Protest Procedure

ANY PERSON WHOSE SUBSTANTIAL INTERESTS ARE DIRECTLY AND ADVERSLY AFFECTED BY THE AWARD OR INTENDED AWARD OF A PURCHASE ORDER OR CONTRACT OR BY PLANS OR SPECIFICATIONS CONTAINED IN AN INVITATION TO BID OR REQUEST FOR PROPOSALS MAY FILE A PROTEST IN ACCORDANCE WITH THE FOLLOWING RULES AND SECTION 12 OF THE ECUA ACT (CHAPTER 2001-324, LAWS OF FLORIDA AS AMENDED).

NOTICE OF PROTEST OF PLANS, SPECIFICATIONS OR OTHER REQUIREMENTS CONTAINED IN AN INVITATION TO BID OR IN A REQUEST FOR PROPOSALS SHALL BE FILED NOT LATER THAN 5:00 P.M. OF THE THIRD BUSINESS DAY FOLLOWING RECEIPT OF THE PLANS OR SPECIFICATIONS. NOTICE OF PROTEST OF THE REJECTION OF A BID OR PROPOSAL AS NON-RESPONSIVE SHALL BE FILED NOT LATER THAN 5:00 P.M. OF THE THIRD BUSINESS DAY FOLLOWING NOTICE TO THE BIDDER OF THE REJECTION. NOTICE OF PROTEST OF THE AWARD OR INTENDED AWARD OF A PURCHASE ORDER OR CONTRACT TO THE LOWEST BIDDER SHOWN ON A POSTED BID TABULATION SHALL BE FILED NOT LATER THAN 5:00 P.M. OF THE THIRD BUSINESS DAY FOLLOWING THE POSTING OF THE BID TABULATION. NOTICE OF PROTEST OF THE AWARD OR INTENDED AWARD OF A PURCHASE ORDER OR CONTRACT TO A

BIDDER OTHER THAN THE LOWEST BIDDER SHOWN ON A POSTED BID TABULATION SHALL BE FILED NOT LATER THAN 5:00 P.M. OF THE THIRD BUSINESS DAY FOLLOWING NOTICE OF THE AWARD OF A PURCHASE ORDER OR CONTRACT.

A NOTICE OF PROTEST SHALL BE IN WRITING AND SHALL STATE THE SUBJECT MATTER OF THE PROTEST.

A FORMAL WRITTEN PROTEST SHALL BE FILED WITHIN SEVEN (7) BUSINESS DAYS AFTER THE FILING OF NOTICE OF PROTEST. A FORMAL WRITTEN PROTEST SHALL STATE WITH PARTICULARITY THE FACTS AND THE LAW ON WHICH THE PROTEST IS BASED.

NOTICE OF PROTEST AND FORMAL WRITTEN PROTEST OF PLANS OR SPECIFICATIONS FOR OR THE AWARD OR INTENDED AWARD OF A CONTRACT SHALL BE FILED WITH THE EXECUTIVE DIRECTOR OR HIS OR HER DESIGNEE.

FAILURE TO FILE A NOTICE OF PROTEST OR FAILURE TO FILE A FORMAL WRITTEN PROTEST WITHIN THE TIMES PERMITTED SHALL CONSTITUTE A WAIVER OF PROCEEDINGS UNDER THESE RULES AND UNDER SECTION 12 OF CHAPTER 2001-324, LAWS OF FLORIDA, AS AMENDED.

UPON RECEIPT OF A NOTICE OF PROTEST WHICH HAS BEEN TIMELY FILED, THE EXECUTIVE DIRECTOR SHALL STOP THE BID SOLICITATION OR PURCHASE ORDER OR CONTRACT AWARD PROCESS UNTIL THE PROTEST HAS BEEN RESOLVED. HOWEVER, THE BID SOLICITATION OR PURCHASE ORDER OR CONTRACT AWARD PROCESS MAY PROCEED WHEN THE EXECUTIVE DIRECTOR DETERMINES THAT DELAY WOULD BE DETRIMENTAL TO THE INTERESTS OF ECUA. ANY AWARD OF A PURCHASE ORDER OR CONTRACT UNDER SUCH CONDITIONS SHALL BE SUBJECT TO THE OUTCOME OF THE PROTEST. AFTER THE AWARD OF A CONTRACT OR PURCHASE ORDER RESULTING FROM A BID IN WHICH A TIMELY PROTEST WAS RECEIVED AND IN WHICH ECUA DID NOT PREVAIL, ECUA MAY TAKE SUCH ACTION AS IT CONSIDERS APPROPRIATE, WHICH MAY INCLUDE, BUT SHALL NOT BE LIMITED TO, AWARD OF THE CONTRACT OR PURCHASE ORDER TO THE PREVAILING PARTY, CANCELLATION OF THE CONTRACT OR PURCHASE ORDER, OR REBIDDING.

THE EXECUTIVE DIRECTOR SHALL PROVIDE REASONABLE OPPORTUNITY TO RESOLVE A PROTEST BY AGREEMENT. IF AGREEMENT IS NOT REACHED WITHIN SUCH TIME AS THE EXECUTIVE DIRECTOR OR HIS OR HER DESIGNEE CONSIDERS REASONABLE UNDER THE CIRCUMSTANCES, THE EXECUTIVE DIRECTOR OR HIS OR HER DESIGNEE SHALL REVIEW THE FACTS AND THE LAW ON WHICH THE PROTEST IS BASED, AND SHALL RENDER A DECISION WHICH SHALL BE IN WRITING AND SHALL BE PROMPTLY TRANSMITTED TO THE PROTESTOR.

IF THE PROTESTOR WISHES TO CONTINUE THE PROTEST BEYOND THE DECISION OF THE EXECUTIVE DIRECTOR OR HIS OR HER DESIGNEE, THE PROTESTOR SHALL BE REQUIRED TO FILE A PETITION FOR REVIEW BY THE ECUA BOARD. THIS PETITION SHALL BE MADE IN WRITING AND PRESENTED TO THE EXECUTIVE DIRECTOR WITHIN TEN (10) DAYS AFTER NOTICE OF THE DECISION OF THE EXECUTIVE DIRECTOR OR HIS OR HER DESIGNEE; OTHERWISE, THE DECISION OF THE EXECUTIVE DIRECTOR OR HIS OR HER DESIGNEE SHALL BE FINAL AND BINDING. SUCH PETITION SHALL STATE THE PARTICULAR GROUNDS ON WHICH IT IS BASED AND MAY INCLUDE PERTINENT DOCUMENTS AND EVIDENCE RELATING THERETO. ANY GROUNDS NOT STATED SHALL BE DEEMED TO HAVE BEEN WAIVED BY THE PROTESTOR. THIS PETITION MUST ALSO BE ACCOMPANIED BY A PROTEST BOND OF AN AMOUNT EQUAL TO 1.0 PERCENT (1%) OF THE VALUE OF THE SOLICITATION, BUT IN NO CASE LESS THAN \$1,000 NOR GREATER THAN \$10,000.00. THIS BOND SHALL BE IN THE FORM OF A MONEY ORDER, CERTIFIED CASHIER'S CHECK, OR CERTIFIED BANK CHECK MADE PAYABLE TO THE EMERALD COAST UTILITIES AUTHORITY. FAILURE TO POST SUCH BOND WITHIN TEN (10) BUSINESS DAYS AFTER THE DECISION OF THE EXECUTIVE DIRECTOR OR HIS OR HER DESIGNEE SHALL RESULT IN THE PROTEST BEING DISMISSED BY THE EXECUTIVE DIRECTOR.

THE BOND REQUIRED BY THE ABOVE PARAGRAPH SHALL BE CONDITIONED UPON THE PAYMENT OF ALL COSTS AND CHARGES WHICH MAY BE ADJUDGED AGAINST THE PERSON FILING THE PETITION FOR REVIEW. IF THE PROTESTOR PREVAILS, THE BOND SHALL BE RETURNED TO THE PROTESTOR. IF HOWEVER, ECUA PREVAILS, THE BOND SHALL BE FORFEITED, AND ECUA SHALL BE ENTITLED TO RECOVER THE COSTS AND CHARGES, EXCLUDING ATTORNEY'S FEES, OF SUCH HEARING. THE ENTIRE AMOUNT OF THE BOND ALSO SHALL BE FORFEITED IF IT IS DETERMINED THAT A PROTEST WAS FILED FOR A FRIVOLOUS OR IMPROPER PURPOSE, INCLUDING, BUT NOT LIMITED TO, THE PURPOSE OF HARASSING, CAUSING UNNECESSARY DELAY, OR CAUSING NEEDLESS COST FOR ECUA OR ANOTHER INTERESTED PARTY/PARTIES.

ANY NOTICE REQUIRED OR PERMITTED UNDER THIS BID PROTEST PROCEDURE SHALL BE EFFECTIVE WHEN DELIVERED PERSONALLY OR BY FACSIMILE, OR WHEN DEPOSITED IN THE U.S. MAIL. IF NOTICE IS GIVEN ONLY BY MAIL, THREE (3) DAYS SHALL BE ADDED TO THE TIME WITHIN WHICH A PROTESTOR MAY FILE A NOTICE OF PROTEST OR PETITION FOR REVIEW.

III. Non-Discrimination and Solicitation Requirements

All bidders are required to make efforts to ensure that businesses are not discriminated against on the basis of their race, gender, ethnicity, or any other protected status. Moreover, all bidders must solicit small and minority businesses, and women's business enterprises whenever they are potential sources for goods and/or services. In order to demonstrate

compliance with this requirement, at the time it submits its bid each bidder shall meet solicitation requirements concerning each of its subcontractors or suppliers anticipated to receive five percent (5%) or more of the contract value, as follows:

- (1) Required Solicitation Efforts and Documentation Thereof. All bidders must demonstrate that they have made reasonable efforts to solicit small and minority businesses, and women's business enterprises whenever they are potential sources for goods and/or services. Generally, this can be demonstrated, regarding each particular service or product solicited, by the bidder's showing that it contacted at least three possible subcontractors/suppliers reasonably suspected of being capable of providing this service or product in sufficient time (at least 48 hours prior to bid opening) for the business to submit a quote to bidder, and if available, at least one of those three possible subcontractors/suppliers was an MBE, SBE, WBE, or other disadvantaged business.¹ Each bidder shall submit with its bid a listing of each potential subcontractor or supplier it contacted regarding this Project on the form provided by ECUA for this purpose as well as the results of that contact. Note: Although bidders should contact each of the agencies identified in footnote one in order to locate potential subcontractors and suppliers, reliance upon the solicitation lists maintained by ECUA shall be deemed to satisfy the requirements of this paragraph.
- (2) Subcontractor/Supplier Project Plan. Each bidder shall also submit with its bid a complete and signed Subcontractor/Supplier Project Plan which identifies each subcontractor or other business anticipated to receive five percent

¹ ECUA maintains solicitation lists of small and minority businesses and women's business enterprises who might be capable to providing services or products. The Small Business Administration, the Minority Business Development Agency of the Department of Commerce, and the State of Florida Office of Supplier Diversity may also be able to identify available businesses to provide services or equipment on this Project, including MBEs, SBEs, and WBEs.

(5%) or more of the contract value to be used on this Project as well as a brief description of the type of service or product each business will provide. The bidder shall also disclose whether any of these identified subcontractors qualify as an MBE, SBE, WBE, or have some other disadvantaged status.

ECUA shall determine whether a bidder has satisfied the non-discrimination and solicitation requirements of this section based upon its review of the above-referenced documents and all relevant facts and circumstances. Should ECUA determine that a bidder has not satisfied the non-discrimination and solicitation requirements set forth herein, that bidder's bid will be deemed non-responsive and will not be further considered.

After submittal of the bid, the Subcontractor/Supplier Project Plan shall not be changed or altered without the prior written approval of ECUA's Executive Director. Moreover, a written letter to ECUA's Executive Director requesting approval to change the Subcontractor/Supplier Project Plan must be submitted at least ten (10) calendar days prior to the date of the proposed date of change, and such request will only be approved for demonstrated good cause.

ECUA reserves the right to request additional information later concerning the use of subcontractors or suppliers receiving less than five percent (5%) of the contract value, but more than \$1,000 which were not identified at the time of bidding.

ECUA may also require the successful bidder on this Project to complete and submit to ECUA documentation on ECUA provided forms regarding its utilization of MBEs, SBEs, WBEs, or other disadvantaged businesses on this project. This documentation is required of all subcontractors as well. These records will be submitted to ECUA within ten (10) calendar days of the beginning of each quarter of the calendar year or as otherwise agreed upon by the parties.

CONTRACTOR'S PROPOSAL

**CWRF Administration Building Exterior and Roof Restoration
ECUA Project No. RS-352
Bid No. CC2015-05**

**Emerald Coast Utilities Authority
9255 Sturdevant Street
Pensacola, FL 32514
Date 12/2/14**

Gentlemen:

The undersigned, as Bidder, hereby declares that the only person or persons interested in the Proposal as principal or principals is or are named herein; that this Proposal is made without connection with any other person, company, or parties making bid or proposal; and that it is in all respects fair and in good faith, without collusion or fraud.

The Bidder further declares that he has examined the site of the work, the Plans and Specifications for the work, the Contract Documents relative thereto, and has read all Special Provisions and Addenda furnished prior to the opening of bids; and the Bidder further declares that he has informed himself fully in regard to all conditions pertaining to the work.

The Bidder proposes and agrees, if this Proposal is accepted, to contract with the Owner in the form of contract specified, to furnish all necessary materials, equipment, machinery, tools, and labor necessary to complete the work in full and in accordance with the shown, note, described, and reasonably intended requirements of the Contract Documents.

The Bidder also agrees that, at the time of signing the Contract, he will furnish the required insurance certificates.

The Bidder further agrees that in case of failure on his part to execute said Contract, with the Certificates of Insurance and Payment and Performance Bonds within ten (10) consecutive calendar days after written notice having been given of the award of the Contract, the Contract will be awarded to the next higher responsible bidder, and the undersigned will not be considered as a responsible bidder for future contracts for a period of at least one year.

ENGINEER'S ESTIMATE OF QUANTITIES - APPROXIMATE ONLY

BASE BID:

ITEM	DESCRIPTION	QUANTIT Y	UNIT	UNIT PRICE	AMOUNT
1	General Provisions including mobilization, de-mobilization, indemnification, and insurance <i>(maximum of 5% of the Total bid)</i>	1	LS		
2	Membrane Roof and Masonry Repairs	1	LS		
3	Metal Roof and Gutter Repairs	1	LS		
4	Closeout documentation <i>(minimum of 0.5% of the Total bid)</i>	1	LS		
5	Permitting Allowance	1	LS	\$10,000	\$10,000

TOTAL \$ _____

TOTAL BASE BID WRITTEN OUT: _____

_____ (\$ _____)

Note: All items not specifically listed in the Bid Schedule needed to perform the construction, shall be included within the unit prices given above.

**CWRF ADMINISTRATION BUILDING EXTERIOR AND ROOF RESTORATION
 ECUA BID No. CC2015-05
 SUBCONTRACTOR/SUPPLIER SOLICITATION DOCUMENTATION FORM**

CATEGORY: I. Membrane Roof

1. Will bidder self-perform this category of work using its own forces? [] Yes [] No
2. Will this subcontract category amount to less than 5% of the contract value? [] Yes [] No

If the answer to either question is [Yes], then STOP HERE/do not fill out the rest of this page.

	Name of Company Solicited	Solicited Company's Status (i.e., MBE, WBE, SBE, etc., or unknown)	Date/s Solicited	Point of Contact (i.e., person/s at company contacted and/or spoken to)	Results of Solicitation and, if applicable, reason not contracted with
I.a (required)					
I.b (required)					
I.c (required)					
I.d (optional)					
I.e (optional)					
I.f (optional)					

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 ECUA BID No. CC2015-05
 SUBCONTRACTOR/SUPPLIER SOLICITATION DOCUMENTATION FORM**

CATEGORY: II. Masonry Repairs

1. Will bidder self-perform this category of work using its own forces? [] Yes [] No

2. Will this subcontract category amount to less than 5% of the contract value? [] Yes [] No

If the answer to either question is [Yes], then STOP HERE/do not fill out the rest of this page.

	Name of Company Solicited	Solicited Company's Status (i.e., MBE, WBE, SBE, etc., or unknown)	Date/s Solicited	Point of Contact (i.e., person/s at company contacted and/or spoken to)	Results of Solicitation and, if applicable, reason not contracted with
II.a (required)					
II.b (required)					
II.c (required)					
II.d (optional)					
II.e (optional)					
II.f (optional)					

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 ECUA BID No. CC2015-05
 SUBCONTRACTOR/SUPPLIER SOLICITATION DOCUMENTATION FORM**

CATEGORY: III. Metal Roof

1. Will bidder self-perform this category of work using its own forces? [] Yes [] No

2. Will this subcontract category amount to less than 5% of the contract value? [] Yes [] No

If the answer to either question is [Yes], then STOP HERE/do not fill out the rest of this page.

	Name of Company Solicited	Solicited Company's Status (i.e., MBE, WBE, SBE, etc., or unknown)	Date/s Solicited	Point of Contact (i.e., person/s at company contacted and/or spoken to)	Results of Solicitation and, if applicable, reason not contracted with
III.a (required)					
III.b (required)					
III.c (required)					
III.d (optional)					
III.e (optional)					
III.f (optional)					

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**CWRF ADMINISTRATION BUILDING EXTERIOR AND ROOF RESTORATION
ECUA BID No. CC2015-05
SUBCONTRACTOR/SUPPLIER SOLICITATION DOCUMENTATION FORM**

CATEGORY: IV. Gutters

1. Will bidder self-perform this category of work using its own forces? [] Yes [] No

2. Will this subcontract category amount to less than 5% of the contract value? [] Yes [] No

If the answer to either question is [Yes], then STOP HERE/do not fill out the rest of this page.

	Name of Company Solicited	Solicited Company's Status (i.e., MBE, WBE, SBE, etc., or unknown)	Date/s Solicited	Point of Contact (i.e., person/s at company contacted and/or spoken to)	Results of Solicitation and, if applicable, reason not contracted with
IV.a (required)					
IV.b (required)					
IV.c (required)					
IV.d (optional)					
IV.e (optional)					
IV.f (optional)					

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ECUA BID No. CC2015-05
SUBCONTRACTOR/SUPPLIER SOLICITATION DOCUMENTATION FORM**

CATEGORY: V. Electrical (including categories listed in ECUA's Solicitation lists: "Electrical Equipment," "Electronics," and "Electrical Contracting")

1. Will bidder self-perform this category of work using its own forces? [] Yes [] No
2. Will this subcontract category amount to less than 5% of the contract value? [] Yes [] No

If the answer to either question is [Yes], then STOP HERE/do not fill out the rest of this page.

	Name of Company Solicited	Solicited Company's Status (i.e., MBE, WBE, SBE, etc., or unknown)	Date/s Solicited	Point of Contact (i.e., person/s at company contacted and/or spoken to)	Results of Solicitation and, if applicable, reason not contracted with
V.a (required)					
V.b (required)					
V.c (required)					
V.d (optional)					
V.e (optional)					
V.f (optional)					

**CWRF ADMINISTRATION BUILDING EXTERIOR AND ROOF RESTORATION
 ECUA BID No. CC2015-05
 SUBCONTRACTOR/SUPPLIER SOLICITATION DOCUMENTATION FORM**

CATEGORY: VI. _____ (filled in by bidder – attach additional sheets as necessary which should be consecutively labeled VII, VIII, etc., as well as in the the first column below)

- 1. Will bidder self-perform this category of work using its own forces? [] Yes [] No
- 2. Will this subcontract category amount to less than 5% of the contract value? [] Yes [] No

If the answer to either question is [Yes], then STOP HERE/do not fill out the rest of this page.

	Name of Company Solicited	Solicited Company's Status (i.e., MBE, WBE, SBE, etc., or unknown)	Date/s Solicited	Point of Contact (i.e., person/s at company contacted and/or spoken to)	Results of Solicitation and, if applicable, reason not contracted with
VI.a (required)					
VI.b (required)					
VI.c (required)					
VI.d (optional)					
VI.e (optional)					
VI.f (optional)					

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**CWRF ADMINISTRATION BUILDING EXTERIOR AND ROOF RESTORATION
ECUA BID No. CC2015-05
SUBCONTRACTOR/SUPPLIER SOLICITATION DOCUMENTATION FORM**

I hereby swear or affirm under penalty of perjury that the information provided on these Subcontractor/Supplier Solicitation Documentation Forms is true and correct.

Sign: _____
Print Name: _____
Title: _____
Date: _____

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SUBCONTRACTOR/SUPPLIER PROJECT PLAN

If awarded the contract for this Project, Bidder hereby warrants the following Subcontractor and/or suppliers anticipated to receive five percent (5%) or more of the contract value for this Project will be used, as follows:

Category	Number of subcontractor/supplier as listed on solicitation documentation form	Name of Subcontractor/Supplier	Subcontractor/Supplier's status (i.e., WBE, SBE, etc.)
I. Membrane Roof			
II. Masonry			
III. Metal Roof			
IV. Gutters			
V. Electrical			
*VI. _____			
*VII. _____			
*VIII. _____			

*NOTE: To be completed in the event that other categories of work are anticipated to receive five percent (5%) or more of the contract value.

As explained in more detail in the Non-Discrimination and Solicitation Requirements, this Subcontractor/Supplier Project Plan may not be changed or altered without the prior written approval of ECUA's Executive Director and only for demonstrated good cause. After execution of the Standard Form of Agreement, ECUA may request additional information concerning the use of subcontractors or suppliers receiving less than five percent (5%) of the contract value, but more than \$1,000 which were not identified at the time of bidding.

I hereby swear or affirm under penalty of perjury that the information provided on this Subcontractor/Supplier Solicitation Project Plan Form is true and correct and is being submitted on behalf of Bidder _____

Sign: _____
Print Name: _____
Title: _____
Date: _____

NON-DISCRIMINATION AND SOLICITATION REQUIREMENT CHECKLIST

- Bidder completed "Subcontractor/Supplier Solicitation Documentation
Initial Form" for all categories of work.
- Bidder filled out last page of "Subcontractor/Supplier Solicitation
Initial Documentation Form" certifying forms are true and correct.
- Bidder completed the "Subcontractor/Supplier Project Plan" form
Initial summarizing the information provided on the "Subcontractor/Supplier
Solicitation Documentation Forms". Only those listed on the Solicitation
Forms should appear on the Plan Form.
- Bidder filled out last page of "Subcontractor/Supplier Project Plan Form"
Initial certifying forms are true, correct, and will be followed.

Copies of all the above forms shall be submitted with the bid.

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Receipt is acknowledged of the following addenda:

No. _____	Dated _____

BIDDER agrees that the OWNER has the right to waive informalities in any bid; reject any or all proposals, in whole or in part; re-bid a project, in whole or in part; and to accept a proposal that in its judgment is the lowest and best bid of a responsible bidder. BIDDER further agrees that the OWNER may award a contract based only on the base bid, the base bid plus all alternates, or the base bid plus any alternates—with all decisions being made based upon what OWNER believes to be the best interest of its ratepayers, in the reasonable exercise of its discretion. BIDDER also acknowledges and agrees that the OWNER reserves the right to increase or decrease quantities as may be required to meet the needs of OWNER, at the unit price which was bid.

Respectfully submitted,

By:

(Date)

(Signature)

(Print/Type)

(Title)

(Company)

(Business Address)

(Telephone Number)

(Fax Number)

(Federal ID Number)

(SEAL - IF BIDDER IS A CORPORATION)

Florida Licenses Held:

Type: _____

No.: _____
 No.: _____
 No.: _____
 No.: _____

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BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we _____
_____ as Principal, hereinafter _____, called the Bidder, and
the _____, a corporation duly organized under the laws of
the State of _____ as Surety, hereinafter called Surety, are held and firmly bound unto the
Emerald Coast Utilities Authority as Obligee, hereinafter called Owner, in the sum of
_____ for the payment of which sum, well and truly to be made, the said Bidder and
the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly
and severally, firmly by these presents.

WHEREAS, the Bidder has submitted a bid for construction of Administration Building Repairs, Bid No.
CC2015-05, known as

**CWRF Administration Building Exterior And Roof Restoration
ECUA Project No. RS-532**

NOW THEREFORE, if the Owner shall accept the bid of the Bidder and the Bidder shall enter into a
contract with the Owner in accordance with the terms of such bid, and give such bond or bonds as may
be specified in the bidding or contract documents with good and sufficient surety for the faithful
performance of such contract and for the prompt payment of labor and material furnished in the
prosecution thereof, or in the event of the failure of the Bidder to enter such contract and give such
bond or bonds, if the Bidder shall pay to the Owner the penalty hereof, then this obligation shall be null
and void, otherwise to remain in full force and effect, unless returned by Owner to Bidder; until Owner
shall demand payment by Surety, all as allowed in the Contract Documents.

Signed and sealed this _____ day of _____ A.D. _____.

ATTEST:

(Principal) (SEAL)

(Print/Type)

(Title)

ATTEST:

(Attach Certified Copy of Power of Attorney)

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EXHIBIT A - EQUAL OPPORTUNITY CLAUSE

During the performance of this contract, the contractor agrees as follows:

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

(2) The contractor will in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, creed/religion, sex, national origin, disability/handicap, age, marital status, veteran status, or any other legally protected status.

(3) The contractor will send to each labor union or representative of workers which he has a collective bargaining agreement or other contract or understanding, a notice advising the labor union or workers' representative of the contractor's commitments under Section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further contracts with the Emerald Coast Utilities Authority. Provided, however, that no such action shall be taken without prior notice to the contractor and an opportunity for a hearing before the governing Board of the Emerald Coast Utilities Authority or its designee.

(5) The contractor will include the provisions of paragraphs (1) through (4) in every subcontract or purchase order for an amount exceeding ten thousand dollars (\$10,000) in any twelve (12) month period, so that such provisions will be binding upon each subcontractor or vendor.

Signature

Date

Name & Title of Signer

EXHIBIT B - CERTIFICATION OF NONSEGREGATED FACILITIES

By the submission of this bid, the bidder, offeror, applicant, or subcontractor certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location under his control, where segregated facilities are maintained. He certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The bidder, offeror, applicant, or subcontractor agrees that a breach of this certification is a violation of the Equal Opportunity Clause in this contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, creed/religion, national origin, age, marital status, or veteran status because of habit, local custom, or otherwise. He further agrees that (except where he has obtained identical certifications from proposed subcontractors for specific time periods) he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts or purchase orders exceeding \$10,000; that he will retain such certifications in his files and make them available to the Emerald Coast Utilities Authority upon request.

Provided, however, that such certifications shall not be required in the case of purchase orders or contracts which, in case of a Federal Government contract or subcontract, would be exempt from compliance with the Equal Opportunity Clause by 41 CFR S60-1.5. This section provides for the exemption of transactions not exceeding \$10,000, contracts and subcontracts for indefinite quantities established not to exceed \$10,000 in any contract year, contracts with certain educational institutions, work on or near Indian reservations, facilities (including, but not limited to, agencies, instrumentalities or subdivision of state or local government) which are separate and distinct from activities of the prime contractor or subcontractor related to the performance of the contract or subcontract, and emergencies involving national security.

Signature

Date

Name & Title of Signer

EXHIBIT C - DRUG-FREE WORKPLACE FORM

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

(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 1893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

Bidder's Signature

Date

Company: _____

Bid/RFP/PO: _____

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STANDARD FORM OF AGREEMENT
BETWEEN OWNER AND CONTRACTOR

(This document has important legal consequences; consultation with an attorney is encouraged with respect to its completion or modification).

THIS AGREEMENT made as of the _____ day of _____ in the year _____ by and between, the EMERALD COAST UTILITIES AUTHORITY, (hereinafter called OWNER) and _____ (hereinafter called CONTRACTOR),

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

Article 1. WORK. The CONTRACTOR shall perform all Work as specified or indicated in the Contract Documents for the completion of the Project generally described as follows:

CWRF Administration Building and Exterior Roof Restoration
ECUA Project No. RS-532
Bid No. CC2015-05

Article 2. ENGINEER. Director of Engineering, or his designee, will act as Engineer in connection with this Project in accordance with the Contract Documents.

Article 3. CONTRACT TIME. The Work shall be completed (Final) within the time-frames established in Article 8 of this agreement. Contract time commences to run upon being given Notice to Proceed and as provided in paragraph 17.02 of the General Conditions, and in accordance with Article 8 of this agreement.

Article 4. CONTRACT PRICE. Owner shall pay Contractor for performance of the Work in accordance with the Contract Documents in current funds as follows: Unit Prices per Bid Proposal included.

Article 5. APPLICATIONS FOR PAYMENT. Contractor may submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be reviewed and approved by Engineer as provided in the General Conditions.

Article 6. PROGRESS AND FINAL PAYMENTS. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment as approved by Engineer, on or about the 10th day following receipt of approved request, during construction as provided below. All progress payments will be on the basis of the progress of the Work measured by the schedule of values provided for in paragraph 14.01 of the General Conditions.

6.1 Prior to Substantial Completion, progress payments shall be in an amount equal to 90% of the Work completed, and 90% of stored materials that have been paid for, less any Reduction in Payment as provided in paragraph 14.02 of the General Conditions up through 50% of the work being invoiced. Thereafter, Owner may elect to reduce retainage to not less

than 5% of the contract amount provided Contractor is meeting the project progress schedule and is performing satisfactorily in the Owner's opinion.

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6.2 Upon Substantial Completion, Owner may elect to pay an amount sufficient to increase total payments to Contractor to 98% of the Final Contract Price, less any Reduction in Payment as provided in paragraph 14.02 of the General Conditions.

6.3 Upon final completion of the Work, including receipt of "As Built" drawings, Contractor's Final Affidavit, Warranty and settlement of all claims, Owner shall pay the remainder of the Final Contract Price.

Article 7. CONTRACT DOCUMENTS. The Contract Documents which comprise the Contract between Owner and Contractor are attached hereto and made a part hereof and consist of the following:

- 7.1 This Agreement (pages 00007-1 through 00007-3)
- 7.2 Exhibits A, B, and C to this Agreement (pages 00006-1 through 00006-4)
- 7.3 Contractor's Bid Proposal (pages 00003-1 through 00003-14)
- 7.4 Contractor's Insurance Certificates consisting of ____ pages
- 7.5 Addenda Numbers _____
- 7.6 Notice of Award, (dated _____)
- 7.7 Instructions to Bidders (pages 00002-1 through 00002-7)
- 7.8 General Conditions (pages 00700-1 through 00700-42)
- 7.9 Supplementary General Conditions (pages 00701-1 through 00701-4)
- 7.10 Special Conditions (pages 00702-1 through 00702-8)
- 7.11 Risk Management/Insurance Requirements (00012-1 through 00012-10)
- 7.12 Technical Specifications (75 pages)
- 7.13 Drawings consisting of seven (7) sheets

Article 8. TIME FOR COMPLETION; LIQUIDATED DAMAGES. Contractor agrees to commence work under the Contract Documents within ten (10) calendar days after written Notice to Proceed and, subject to authorized adjustments, to achieve Substantial Completion not later than 90 calendar days after being given Notice to Proceed, and to achieve final completion in accordance with section 6.3 of this Agreement and Supplementary General Condition GC-14.07.D not later than 30 calendar days after Substantial Completion. Contractor further agrees to pay liquidated damages in the amount of \$750 for each consecutive calendar day Contractor is late in achieving Substantial Completion and \$250 for each consecutive calendar day Contractor is late in achieving final completion.

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 Neither Owner nor Contractor shall, without the prior written consent of the other, assign or sublet in whole or in part his interest under any of the Contract Documents; and, specifically, Contractor shall not assign any monies due or to become due without the prior written consent of Owner.

9.3 Owner and Contractor each binds himself, his partners, successors, assigns, and legal representatives to the other party hereto in respect to all covenants, agreements and obligations contained in the Contract Documents.

9.4 The Contract Documents constitute the entire Agreement between Owner and Contractor and may be altered, amended or repealed only by a duly executed written instrument, in the form of a Change Order.

Article 10. OTHER PROVISIONS.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

OWNER:

CONTRACTOR:

EMERALD COAST UTILITIES AUTHORITY

By _____

By _____

Stephen E. Sorrell, P.E., M.P.A.
Executive Director

Print/Type _____
(President)

Attest _____

(SEAL)

Attest _____

(SEAL)

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that we _____, as Principal hereinafter called Contractor, whose business address is _____, and whose telephone number is _____, and _____, a corporation duly organized under the laws of the State of _____, as Surety, whose business address is _____, and whose telephone number is _____, are held and firmly bound unto **Emerald Coast Utilities Authority**, as Obligee, whose business address is **9255 Sturdevant Street, Pensacola, Florida 32514**, and whose telephone number is **(850) 476-5110**, hereinafter called Owner, in the sum of _____ Dollars (\$ _____), for the payment of which sum, well and truly to be made, the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Contractor has entered into a written contract dated _____, with the Owner for ECUA Project No. RS532, **CWRF Administration Building Exterior and Roof Restoration**, in accordance with drawings and specifications prepared by the Emerald Coast Utilities Authority, which contract is by reference made a part hereof, and is hereinafter referred to as the Contract, for work to be performed at the following location **Central Water Reclamation Facility 2980 Old Chemstrand Road, Cantonment, FL 32533**

_____ said property owned by, **ECUA**, whose business address is, **9255 Sturdevant Street, Pensacola, Florida 32514**, and whose telephone number is, **850-476-5110**

THE PRINCIPAL FEATURES of the work are briefly described as follows: **CWRF Administration Building Exterior and Roof Restoration.**

NOW THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly and faithfully perform said Contract, then this obligation shall be null and voided otherwise shall remain in full force and effect. The Surety hereby waives notice of any alteration or extension of time made by the Owner. Whenever Contractor shall be, and declared by Owner to be in default under the Contract, the Owner having performed Owner's obligation thereunder, the Surety may promptly remedy the default, or shall promptly:

1. Complete the Contract in accordance with its terms and conditions, or,
2. Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder, or, if the Owner elects, upon determination by the Owner and the Surety jointly of the lowest responsible bidder, arrange for a contract between such bidder and Owner, and make available as Work progresses (even though there should be default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the contract price", as used in this paragraph, shall mean the total amount payable by Owner to Contractor under the Contract and any amendments thereto, less the amount properly paid by Owner to Contractor.

Any suit under this Bond must be instituted before the expiration of two (2) years from the date on which final payment under the Contract falls due.

The notice and time limitation provisions of Section 255.05, Florida Statutes, are incorporated in this Bond by reference.

No right of action shall accrue on this Bond to or for the use of any person or corporation other than the Owner named herein or the heirs, executors, administrators or successors of Owner.

Signed, sealed and delivered _____.

(Seal)

(Witness)

(Signature)

(Print/Type)

(Title)

(Surety)

By _____

(Attach Certified Copy of Power of Attorney)

LABOR AND MATERIAL PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS, that we _____, as Principal hereinafter called Contractor, whose business address is _____, and whose telephone number is _____, and _____, a corporation duly organized under the laws of the State of _____, as Surety, whose business address is _____, and whose telephone number is _____, are held and firmly bound unto **Emerald Coast Utilities Authority**, as Obligee, whose business address is **9255 Sturdevant Street, Pensacola, Florida 32514**, and whose telephone number is **(850) 476-5110**, hereinafter called Owner, in the sum of _____ Dollars (\$_____), for the payment of which sum, well and truly to be made, the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Contractor has entered into a written contract dated _____, with the Owner for ECUA Project No. RS-532, **CWRF Administration Building and Exterior Roof Restoration**, in accordance with drawings and specifications prepared by the Emerald Coast Utilities Authority, which contract is by reference made a part hereof, and is hereinafter referred to as the Contract, for work to be performed at the following location **Central Water Reclamation Facility 2980 Old Chemstrand Road, Cantonment, FL 32533**, said property owned by, **ECUA**, whose business address is, **9255 Strudevant Street, Pensacola, Florida 32514**, and whose telephone number is, **850-476-5110**.

THE PRINCIPAL FEATURES of the work are briefly described as follows CWRF Administration Building and exterior roof restoration.

NOW THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly make payment to all claimants as hereinafter defined, for all labor and material used or reasonably required for use in the performance of the Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect, subject, however, to the following conditions:

1. A claimant is defined as one having a direct contract with the Contractor or with a Subcontractor of the Contractor for labor, material, or both, used or reasonably required for use in the performance of the Contract, labor and material being constructed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Contract.
2. The above named Contractor and Surety hereby jointly and severally agree with the Owner that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The Owner shall not be liable for the payment of any costs or expenses of any such suit.
3. No suit or action shall be commenced hereunder by any claimant.
 - a) Unless claimant, other than one having a direct contract with the Contractor shall have given written notice to any two of the following, the Contractor, the Owner, or the Surety above named, within ninety (90) days after such claimant did or

performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid in an envelope addressed to the Contractor, Owner or Surety, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer.

- b) After the expiration of two (2) years following the date on which Contractor ceased Work on said Contract, it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof, such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.
 - c) Other than in a state court of competent jurisdiction in and for the county or other political subdivision of the state in which the Project, or any part thereof, is situated, or in the United States District Court for the district in which the Project, or any part thereof, is situated, and not elsewhere.
4. The amount of this Bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of mechanics' liens which may be filed on record against said improvement, whether or not claim for the amount of such lien be presented under and against this Bond.
 5. The notice and time limitation provisions of Section 255.05, Florida Statutes are incorporated in this Bond by reference.

Signed, sealed and dated _____.

(Witness)

(Seal)

(Signature)

(Print/Type)

(Title)

(Surety)

By _____

(Attach Certified Copy of Power of Attorney)

CONTRACTORS FINAL AFFIDAVIT

STATE OF FLORIDA
COUNTY OF ESCAMBIA

BEFORE ME, the undersigned authority, personally appeared _____ who, after being duly sworn, deposes and says that:

1. He/She is the _____ of _____, hereinafter called the "Contractor", and as such makes this affidavit upon person knowledge.

2. This affidavit is made for the purpose of inducing final payment from the Emerald Coast Utilities Authority to the Contractor for the following project:

**CWRF Administration Building Exterior and Roof Restoration
ECUA Project No. RS-352
Bid No. CC2015-05**

under contract dated _____, as amended.

3. All laborers, materialmen, and subcontractors who have provided materials or services to or for the Contractor under said contract or who have or may have liens against any property of the Emerald Coast Utilities Authority or any claim against the Emerald Coast Utilities Authority or against the payment bond if any on said project, have been paid in full, except the following:

(If none, state "None")

DATED this _____ day of _____, _____.

BY: _____

PRINT/TYPE: _____

TITLE: _____

of _____
(Contractor)

The foregoing instrument was acknowledged before me this _____ day of _____, _____, by _____, who is known by me to be the _____ of _____, the Contractor, and who is personally known to me.

SIGN: _____

PRINT/TYPE: _____

Notary Public, State of Florida

My Commission Expires: _____

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WARRANTY

(Date)

**PROJECT: CWRP Administration Building Exterior and Roof Restoration
ECUA Project No. RS-532**

_____ warrants that all work shall remain in serviceable and good condition (ordinary wear and tear abuse and causes beyond the control of _____ excluded) for a period of two years from the date of final acceptance of the work, and states that they will repair or replace without cost to the EMERALD COAST UTILITIES AUTHORITY, any imperfection in whole or in part which may develop in the work during the period above stated and any damage to other work caused by imperfections or the repairing of same.

Witness

BY: _____

PRINT/TYPE: _____

Witness

TITLE: _____

Witness

of _____
(Contractor)

STATE OF FLORIDA
COUNTY OF ESCAMBIA

Before me this day personally appeared, _____,
_____ who, being first duly sworn, deposes and says that he/she executed the foregoing instrument for the uses and purposes set forth therein.

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

SIGN: _____

PRINT/TYPE: _____

Notary Public, State of

Florida

My Commission Expires: _____

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**RISK MANAGEMENT POLICY AND STANDARDS
FOR
AGREEMENTS, CONTRACTS AND LEASES**

DEFINITIONS

The following definitions apply to these Risk Management Provisions:

Contract - The contract or agreement of which these Risk Management Provisions are a part for the construction, alteration, repair, or demolition of a structure or facility.

Organization - The Emerald Coast Utilities Authority, a local governmental body of the State of Florida, its Board, officers, employees, volunteers, representatives, and agents.

Other Party - The other party to the Contract of which these Risk Management Provisions are a part, any subsidiaries or affiliates, officers, employees, volunteers, representatives, agents, contractors, and subcontractors.

HOLD HARMLESS

The Other Party agrees to hold the Organization and the members of its governing board and its other officers and employees harmless against all claims for bodily injury, sickness, disease, death, personal injury, or damage to property or loss of use resulting therefrom, arising out of or related to the Contract, to the extent such claims are caused by the negligence, recklessness, or intentional wrongful misconduct of the Other Party and persons or entities employed or utilized by the Other Party in the performance of the Contract.

PAYMENT ON BEHALF OF ORGANIZATION

The Other Party agrees to pay on behalf of the Organization all claims described in the above "Hold Harmless" paragraph, and to pay the reasonable costs and fees of the attorneys selected by the Organization, at trial and on appeal, to defend the Organization and its officers and employees against such claims. Provided, however, that the total liability of the Other Party to the Organization under the above "Hold Harmless" paragraph and this "Payment on Behalf of Organization" paragraph shall not exceed the sum of One Million Dollars (\$1,000,000) per claim or occurrence.

Such payment on behalf of the Organization shall be in addition to any and all other legal remedies available to the Organization and shall not be considered to the exclusive remedy of the Organization.

LOSS CONTROLS/SAFETY

Precaution shall be exercised at all times by the Other Party for the protection of all persons, including employees, and property. The Other Party shall comply with all laws, regulations, or ordinances relating to safety and health, and shall make special effort to detect hazardous conditions and shall take prompt action where loss control/safety measures should reasonably be expected.

The Organization may order work to be stopped if conditions exist that present immediate danger to persons or property. The Other party acknowledges that such stoppage will not shift responsibility for any loss or damages from the Other Party to the Organization.

SEVERABILITY

The provisions of these Risk Management Provisions are severable. In the event a court of competent jurisdiction should declare any provision of these Risk Management Provisions to be void or contrary to public policy such provision shall be stricken from these Risk Management Provisions, and the remaining provisions shall be enforced as though the provision determined to be void or contrary to public policy had not been included herein.

INSURANCE - BASIC COVERAGES REQUIRED

The Other Party shall procure and maintain the following described insurance, except for coverages specifically waived by the Organization, on policies and with insurers acceptable to the Organization. These insurers shall have A.M. Best (or equivalent) rating of no less than A:VII unless otherwise agreed to by the Organization.

These insurance requirements shall not limit the liability of the Other Party. The Organization does not represent these types or amounts of insurance to be sufficient or adequate to protect the Other Party's interests or liabilities, but are merely minimums.

Except for workers compensation, the Other Party waives its right of recovery against the Organization, to the extent permitted by its insurance policies.

The Other Party's deductibles/self-insured retentions shall be disclosed to the Organization and may be disapproved by the Organization. They shall be reduced or eliminated at the option of the Organization. The Other Party is responsible for the amount of any deductible or self-insured retention.

Insurance required of the Other Party or any other insurance of the Other Party shall be considered primary, and insurance of the Organization, if any, shall be considered excess, as may be applicable to claims which arise out of the Hold Harmless, Payment on Behalf of Organization, Insurance, Certificates of Insurance and any Additional Insurance provisions of this agreement, contract or lease.

Additional Insured

Except for workers compensation and professional liability, the Other Party's insurance policies shall be endorsed to name the Organization as an additional insured for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by the Other Party's acts or omissions; or the acts or omissions of those acting on the Other Party's behalf; in the performance of the Other Party's ongoing operations for the Organization. The preferred Commercial General Liability coverage endorsement is ISO Form CG 20 10.

Workers Compensation Coverage

The Other Party shall purchase and maintain workers compensation insurance for all workers compensation obligations imposed by state law and employer's liability limits of at least \$100,000 each accident and \$100,000 each employee/\$500,000 policy limit for disease.

The Other Party shall also purchase any other coverages required by law for the benefit of employees.

General, Automobile and Excess or Umbrella Liability Coverage

The Other Party shall purchase and maintain coverage on forms no more restrictive than the latest editions of the Commercial General Liability and Business Auto policies of the Insurance Services Office.

Minimum limits of \$1,000,000 per occurrence for all liability must be provided, with excess or umbrella insurance making up the difference, if any, between the policy limits of underlying policies (including employers liability required in the Workers Compensation Coverage section) and the total amount of coverage required.

Commercial General Liability Coverage - Occurrence Form Required

Coverage A shall include bodily injury and property damage liability for premises, operations, products and completed operations, independent contractors, contractual liability covering this agreement, contract or lease, broad form property damage, and property damage resulting from explosion, collapse or underground (x,c,u) exposures.

Coverage B shall include personal injury.

Coverage C, medical payments, is not required.

The Other Party is required to continue to purchase products and completed operations coverage, at least to satisfy this agreement, contract or lease, for a minimum of three years beyond the Organization's acceptance of renovation or construction projects.

Business Auto Liability Coverage

Business Auto Liability coverage is to include bodily injury and property damage arising out of ownership, maintenance or use of any auto, including owned, non-owned and hired automobiles and employee non-ownership use.

Excess or Umbrella Liability Coverage

Umbrella Liability insurance is preferred, but an Excess Liability equivalent may be allowed. Whichever type of coverage is provided, it should be at least "following form" and shall not be more restrictive than the underlying insurance policy coverages.

EVIDENCE/CERTIFICATES OF INSURANCE

Required insurance shall be documented in Certificates of Insurance, including indication that the policy(s) is endorsed to provide the Organization at least 30 days in advance notice of cancellation, nonrenewal or adverse change.

New Certificates of Insurance are to be provided to the Organization at least 15 days prior to coverage renewals.

If requested by the Organization, the Other Party shall furnish complete copies of the Other Party's insurance policies, forms and endorsements.

For Commercial General Liability coverage the Other Party shall, at the option of the Organization, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage.

Receipt of certificates or other documentation of insurance or policies or copies of policies by the Organization, or by any of its representatives, which indicate less coverage than required does not constitute a waiver of the Other Party's obligation to fulfill the insurance requirements herein.

ADDITIONAL INSURANCE

If checked below, the Organization requires the following additional types of insurance.

Property Coverage for Leases

The Other Party shall procure and maintain for the life of the lease, all risk/special perils (including sinkhole) property insurance (or its equivalent) to cover loss resulting from damage to or destruction of the building, improvements and personal property/contents. The policy shall cover 100% replacement cost, and shall include an agreed value endorsement to waive coinsurance.

Coverage shall also include continued full payment of rents to the Organization for up to one year after damage or destruction of the property.

Commercial General Liability Coverage Project Aggregate

Because the Commercial General Liability form of coverage includes an annual aggregate limitation on the amount of insurance provided, a separate project aggregate limit of \$ 2,000,000 is required by the Organization for this agreement or contract.

Liquor Liability Coverage

In anticipation of alcohol being served, the Other Party shall provide evidence of coverage for liquor liability in an amount equal to the general/umbrella/excess liability coverage. If the general liability insurance covers liquor liability (e.g. host or other coverage), the Other Party's agent or insurer should provide written documentation to confirm that coverage already applies to this agreement, contract or lease. If needed coverage is not included in the general/umbrella/excess liability policy(ies), the policy(ies) must be endorsed to extend coverage for liquor liability, or a separate policy must be purchased to provide liquor liability coverage in the amount required.

Owners Protective Liability Coverage

For renovation or construction contracts the Other Party shall provide for the Organization an owners protective liability insurance policy (preferably through the Other Party's insurer) in the name of the Organization.

This is redundant coverage if the Organization is named as an additional insured in the Other Party's Commercial General Liability insurance policy. However, this separate policy may be the only source of coverage if the Other Party's liability coverage limit is used up by other claims.

Builders Risk Coverage

Builders Risk insurance is to be purchased to cover subject property for special perils (all risks or equivalent) of loss (including theft and sinkhole), subject to a waiver of coinsurance, and covering on-site and off-site storage, transit and installation risks as indicated in the Installation Floater and Motor Truck Cargo insurance described hereafter, if such coverages are not separately provided.

If flood and/or earthquake risks exist, flood and/or earthquake insurance are to be purchased.

If there is loss of income, extra expense and/or expediting expense exposure, such coverage is to be purchased.

If boiler and machinery risks are involved, boiler and machinery insurance, including coverage for testing, is to be purchased.

The Builders Risk insurance is to be endorsed to cover the interests of all parties, including the Organization and all contractors and subcontractors. The insurance is to be endorsed to cover testing and to grant permission to occupy.

 Installation Floater Coverage

Installation Floater insurance is to be purchased when Builder's Risk insurance is inappropriate, or when Builder's Risk insurance will not respond, to cover damage or destruction to renovations, repairs or equipment being installed or otherwise being handled or stored by the Other Party, including off-site storage, transit and installation. The amount of coverage should be adequate to provide full replacement value of the property, repairs, additions or equipment being installed, otherwise being handled or stored on or off premises. All risks coverage is preferred.

 Motor Truck Cargo Coverage

If the Installation Floater insurance does not provide transportation coverage, separate Motor Truck Cargo or Transportation insurance is to be provided for materials or equipment transported in the Other Party's or other vehicles from place of receipt to building sites or other storage sites. All risks coverage is preferred.

 Contractor's Equipment Coverage

Contractor's Equipment insurance is to be purchased to cover loss of equipment and machinery utilized in the performance of work by the Other Party. All risks coverage is preferred.

Fidelity/Dishonesty Coverage - for Employer

Fidelity/Dishonesty insurance is to be purchased to cover dishonest acts of the Other Party's employees, including but not limited to theft of vehicles, materials, supplies, equipment, tools, etc., especially property necessary to work performed.

 Fidelity/Dishonesty/Liability Coverage - for Organization

Fidelity/Dishonesty/Liability insurance is to be purchased or extended to cover dishonest acts of the Other Party's employees resulting in loss to the Organization.

 Garage Liability Coverage

Garage Liability insurance is to be purchased to cover the Other Party and its employees for its garage and related operations while in the care, custody and control of the Organization's vehicles.

 Garagekeepers Coverage (Legal Liability Form)

Garagekeepers Liability insurance is to be purchased to cover the Other Party's liability for damage or other loss, including comprehensive and collision risks, to the Organization's vehicles while in the care, custody and control of the Other Party. This form of coverage responds only when the Other Party is legally liable for the loss.

 Garagekeepers Coverage (Direct-Excess Form)

Garagekeepers Liability insurance is to be purchased to cover damage or other loss, including comprehensive and collision risks, to the Organization's vehicles while in the care, custody and control of the Other Party. This form of coverage responds on a legal liability basis, and also without regard to legal liability on an excess basis over any other collectible insurance.

 Watercraft Liability Coverage

Because the Other Party's provision of services involves utilization of watercraft, watercraft liability coverage must be provided to include bodily injury and property damage arising out of ownership, maintenance or use of any watercraft, including owned, nonowned and hired.

Coverage may be provided in the form of an endorsement to the general liability policy, or in the form of a separate policy covering Watercraft Liability or Protection and Indemnity for bodily injury and property damage.

United States Longshoremen and Harborworkers Act Coverage

The Workers Compensation policy is to be endorsed to include United States Longshoremen and Harborworkers Act Coverage for exposures which may arise from this agreement or contract.

Jones Act Coverage

The Workers Compensation policy is to be endorsed to include Jones Act Coverage for applicable exposures (for work on, over or in navigable waters) which may arise from this agreement or contract.

Aircraft Liability Coverage

Because the Other Party's provision of services involves utilization of aircraft, aircraft liability coverage must be provided to include bodily injury and property damage arising out of ownership, maintenance or use of any aircraft, including owned, nonowned and hired.

The minimum limits of coverage shall be \$___,000,000 per occurrence, Combined Single Limit for Bodily Injury (including passenger liability) and Property Damage.

Pollution/Environmental Impairment Liability Coverage

Pollution/environmental impairment liability insurance is to be purchased to cover pollution and/or environmental impairment which may arise from this agreement or contract. The recommended minimum coverage is \$1,000,000. The coverage period shall be extended beyond the date of the completed project, until the expiration date of the performance bond.

Limited Pollution Liability – Commercial General Liability (CGL) with Endorsement

Covers third-party damages caused by the accidental release of pollutants at a work site. Covers pollution incidents that commence during the policy period. The minimum limits of coverage shall be \$1,000,000. Defense costs outside the limit of liability. Coverage is provided for gradual releases. Includes clean-up costs if part of otherwise covered property damage.

PROFESSIONAL LIABILITY, MALPRACTICE AND/OR ERRORS OR OMISSIONS

If checked below, the Organization requires the following terms and types of insurance for professional, malpractice, and errors or omissions liability.

Hold Harmless

The following replaces the previous Hold Harmless wording.

The Organization shall be held harmless against all claims for bodily injury, sickness, disease, death or personal injury or damage to property or loss of use resulting therefrom arising out of performance of the agreement or contract, unless such claims are a result of the Organization's sole negligence.

The Organization shall also be held harmless against all claims for financial loss with respect to the provision of or failure to provide professional or other services resulting in professional, malpractice, or errors or omissions liability arising out of performance of the agreement or contract, unless such claims are a result of the Organization's sole negligence.

Professional Liability/Malpractice/Errors or Omissions Insurance

The Other Party shall purchase and maintain professional liability or malpractice or errors or omissions insurance with minimum limits of \$__,000,000 per occurrence.

If a claims made form of coverage is provided, the retroactive date of coverage shall be no later than the inception date of claims made coverage, unless the prior policy was extended indefinitely to cover prior acts.

Coverage shall be extended beyond the policy year either by a supplemental extended reporting period (ERP) of as great duration as available, and with no less coverage and with reinstated aggregate limits, or by requiring that any new policy provide a retroactive date no later than the inception date of claims made coverage.

The Other Party shall procure and maintain the following described insurance, except for coverages specifically waived by the Organization, on policies and with insurers acceptable to the Organization.

These insurance requirements shall not limit the liability of the Other Party. The Organization does not represent these types or amounts of insurance to be sufficient or adequate to protect the Other Party's interests or liabilities, but are merely minimums.

Except for workers compensation, the Other Party waives its right of recovery against the Organization, to the extent permitted by its insurance policies.

The Other Party's deductibles/self-insured retentions shall be disclosed to the Organization and may be disapproved by the Organization. They shall be reduced or eliminated at the option of the Organization. The Other Party is responsible for the amount of any deductible or self-insured retention.

Insurance required of the Other Party or any other insurance of the Other Party shall be considered primary, and insurance of the Organization shall be considered excess, as may be applicable to claims which arise out of the Hold Harmless, Payment on Behalf of Organization, Insurance, Certificates of Insurance and any Additional Insurance provisions of this agreement, contract or lease.

Insurance Certificates to be Inserted Here

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SUPPLEMENTARY GENERAL CONDITIONS

These Supplementary Conditions amend or supplement the Standard General Conditions of the Construction Contract (the "General Conditions") and other provisions of the Contract Documents as indicated below. All provisions which are not so amended or supplemented remain in full force and effect.

Refer to:

GC-1 The terms used in these Supplementary General Conditions which are defined in the General Conditions have the meanings assigned to them in the General Conditions.

GC-2.02.A Amend the first sentence of paragraph 2.02.A of the General Conditions as follows: Replace "ten copies" with "five copies".

GC-2.03.A The Contract Time will commence to run upon the Contractor's receipt of Notice to Proceed. Unless otherwise agreed to by both parties in writing, a Notice to Proceed may be given at any time within 10 days of the occurrence of ***both*** (1) the Contractor's presentation to Owner of all recorded bonds, proof of insurance, and other required documents, as well as, (2) both the Contractor's and the Owner's having executed the Standard Form of Agreement.

GC-4.02 The verbiage appearing in paragraph 4.02.A is deleted and replaced with the following:

GC-4.02.A In the preparation of Drawings and Specifications, ENGINEER has relied upon the following reports and tests of subsurface and latent physical conditions at the site or otherwise affecting cost, progress or performance of the Work:

Title/Author	Report Location
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GC-4.02.A.1 Any geotechnical information included is for information only. The ECUA and the Engineer do not assume any responsibility for the Contractor's interpretation or conclusions drawn from the data.

The Contractor may, at his option, perform subsurface investigations at his own expense. Copies of the results of these investigations shall be furnished to the ECUA and Engineer within ten (10) calendar days of Contractor's receipt of those results or Contractor's commencement of construction, whichever is later.

GC-4.02.A.2 Drawings	Drawing Location
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GC-4.06.G Delete paragraph 4.06.G of the General Conditions in its entirety.

GC-4.06.H Delete paragraph 4.06.H of the General Conditions in its entirety.

- GC-5.04-
GC-5.07 Delete paragraphs 5.04 through 5.07 of the General Conditions in their entirety. Risk Management/Insurance Requirements shall be as shown in the ECUA Risk Management Policy and Standards.
- GC-5.08.A Amend the first sentence of paragraph 5.08.A of the General Conditions as follows: Replace "insurance required by paragraph 5.06" with "Builder's Risk insurance coverage", if Builder's Risk insurance coverage is required by the ECUA Risk Management Policy and Standards.
- GC-5.09.A Amend the first sentence of paragraph 5.09.A of the General Conditions as follows: Delete "either"; delete "or CONTRACTOR"; replace "the other party" with "CONTRACTOR"; replace "Article 5" with "the Contract Documents"; and replace "the objecting party" with "OWNER".
- Amend the second sentence of paragraph 5.09.A of the General Conditions as follows: Delete "OWNER and"; delete "each"; and replace "the other" with "OWNER".
- Amend the third sentence of paragraph 5.09.A of the General Conditions as follows: Replace "either party" and "such party" with "CONTRACTOR" and replace "the other party" with "OWNER".
- Amend the fourth sentence of paragraph 5.09.A of the General Conditions as follows: Replace "the other party" with "OWNER"; replace "such other party's" with "OWNER'S"; and replace "the party who was required to provide such coverage" with "CONTRACTOR".
- GC-5.10.A Amend the first sentence of paragraph 5.10.A of the General Conditions as follows: Replace "paragraph 5.06" with "the ECUA Risk Management Policy and Standards."
- GC-6.16.A Add a new paragraph immediately after paragraph 6.16.A of the General Conditions, which shall read as follows:
- "B. In the event of a storm or a threatened storm OWNER may, in its discretion, require CONTRACTOR to secure the Work site and all loose materials, to stabilize all equipment at the Work site, and to suspend the Work until authorized by OWNER to resume the Work. No adjustment to the Contract Price shall be made on account of such action by OWNER."
- GC-6.20 Delete paragraph 6.20 of the General Conditions in its entirety. Indemnifications obligations of CONTRACTOR shall be as shown in the ECUA Risk Management Policy and Standards.
- GC-12.01.B.3 Add a new paragraph immediately after paragraph 12.01.B.3 of the General Conditions, which shall read as follows:
- "4. In no event shall any adjustment in the Contract Price be made on account of damages for delay, impact claims or similar claims arising out of any change in the Work."
- GC-14.07.C Add a new paragraph immediately after paragraph 14.07.C of the General Conditions, which shall read as follows:

“D. Final Completion. For purposes of this contract, Final Completion will not have been achieved until such time as all deficiencies identified in the final inspection pursuant to paragraph 14.6.A, above, have been remedied; all “As-Built” drawings have been accepted by ENGINEER; Contractor’s Final Affidavit and Warranty have been submitted; no Work remains to be completed; and the final Application for Payment has been approved by ENGINEER.”

GC-16.01 Delete the second sentence in paragraph 16.01.A in its entirety. Add a new paragraph immediately after paragraph 16.01.A of the General Conditions, which shall read as follows:

"B. OWNER and CONTRACTOR agree that in the event of any dispute or claim relating to, arising out of, or interpreting the contract documents delineating their contractual relationship, all such disputes or claims shall be fully, finally and exclusively decided by a State court of competent jurisdiction sitting in Escambia County, Florida. Additionally, OWNER, and CONTRACTOR knowingly and willingly hereby waive their respective rights to have any such disputes or claims decided by a jury; instead, their sole relief shall be via a bench trial in which the judge alone sits as the finder of fact.”

GC-17.02.A Add a new paragraph immediately after paragraph 17.02.A of the General Conditions, which shall read as follows:

"B. All time limits stated in the Contract Documents are of the essence of the Agreement."

GC-17.04.A Amend the first sentence of paragraph 17.04A of the General Conditions as follows: Add the following after Contract Documents in the second line of the paragraph, “including, but not limited to, the Hold Harmless/Indemnification/Payment on Behalf of ECUA provisions of the Risk Management Policy and Standards”.

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SPECIAL CONDITIONS

The following Special Conditions take precedence over Plans and Specifications:

1. Within ten days of the first day of each month of the calendar year after issuance of the Notice to Proceed and until substantial completion has been reached, Contractor shall execute and deliver to ECUA a census of its employees working on this Project on the form provided by ECUA for this purpose appearing at page 00702-7. This Form shall be used by ECUA in order to access Contractor's compliance with the affirmative action and equal employment goals and requirements as well as all other applicable laws, rules, and regulations.
2. If subcontracts are to be let, Contractor is required to take the following affirmative steps in contracting with small and minority firms, women's business enterprise and labor surplus area firms: (1) placing qualified small and minority businesses and women's business enterprises on solicitation lists; (2) assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources; (3) dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises; (4) establishing delivery schedules, where the requirements permits, which encourage participation by small and minority business, and women's business enterprises, and (5) using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce. See Instructions to Bidders for additional information.
3. The Engineer's review of Shop Drawings and Samples submitted by the Contractor in accordance with Section 00700 Subsection 6.17 shall be reviewed without expense to the Contractor for the original submittal and first resubmittal, in response to the Engineer's review of the original submittal, only. However, beginning with the second resubmittal, and for each subsequent resubmittal thereafter, the Contractor shall pay the cost of the Engineer's review. Payment shall be made in the form of a check, made payable to the Engineer in the amount of \$500.00 and submitted with each required resubmittal. Second and subsequent resubmittals made without payment shall be returned to the Contractor without review and marked as incomplete.
4. Special emphasis shall be given to controlling erosion during the entire project. Erosion control measures shall be employed so as to prevent any erosion or off-site degradation.
5. Erosion controls as indicated by the plans is to be considered as a minimum and additional controls are required at no additional costs to the Owner as required to prevent sedimentation off site.
6. Any disturbance by the Contractor beyond the limits of construction shall be repaired to original condition or better at the Contractor's expense.
7. The Contractor shall maintain prominent and clear labeling of its company name and its local phone number at each the project site. The Contractor and each of its major subcontractors shall provide two points of contact with 24-hour phone numbers to Owner prior to beginning construction.
8. Contractor shall access the project site through the access road at the CWRF. Upon completion of the required employee roster, the contractor will be allowed to enter the

site as needed during normal working hours. The CWRF is a functioning facility that shall not be disrupted by the contractor personnel. If the contractor does not follow the traffic protocol established after Notice to Proceed, he will be subject to removal from the site.

9. The Contractor shall provide project documentation consisting of preconstruction and post-construction photographs to assist in this effort. Use digital camera with 5 megapixel (minimum) resolution. The following are the requirements for Preconstruction and Post-construction Photographs:

Pre-Construction and Progress Photographs:

- A. The Contractor shall furnish photographs showing the condition of each property surrounding the project area, including views from multiple vantage points, prior to Contractor site mobilization as deemed appropriate by the Engineer. Preconstruction documentation shall be delivered to the Engineer prior to site mobilization. Provide photographs of the site throughout progress of Work produced by an experienced photographer, acceptable to the Engineer.
- B. Take monthly (minimum) progress photographs of the completed work in the project area. Views shall be from each major compass point.
 - 1. Consult with Engineer for instruction on views required.
 - 2. Provide factual presentation.
 - 3. Provide correct exposure and focus, high resolution, and sharpness, maximum depth of field and minimum distortion.
- C. Provide a photograph log identifying the following information for each image:
 - 1. Name of project.
 - 2. Contract number.
 - 3. Orientation of view.
 - 4. Date and time of view.
 - 5. Photographer's numbered identification of exposure.
- D. Record digital images and photographs on DVDs. Write images and logs to separate folders by date (month). Deliver one copy of all DVDs with the final Application for Payment

10. PROGRESS MEETINGS

- A. Contractor shall schedule progress meetings recognized as "Project Status Meetings" not more than 30 calendar days after the initial progress meeting and at least ONCE EACH MONTH thereafter. Owner, Engineer, Contractor, and any Subcontractor active on the site shall be represented at each meeting.
- B. Any single meeting may be cancelled with permission of the Owner and Engineer.
- C. At each meeting, agenda shall include
 - 1. Contractor's report of current status of all major work items, status of project schedule, and anticipated modifications.

2. Contractor's outline of the schedule of needed inspections for the next two week period.
 3. Discussion of current status of all outstanding information requests, resolution status of known conflicts and any anticipated information requests.
 4. Engineer's status report of submitted shop drawings.
- D. Contractor shall keep minutes of the significant points of progress meetings and distribute to the Owner and Engineer within one week of each meeting for concurrence by Engineer and Owner.

11. ARCHEOLOGICAL FINDS

During any activities which involve excavation or ground disturbance, Contractor shall monitor all construction activities. In the event that fortuitous finds or unexpected discoveries, such as prehistoric or historic artifacts, including pottery or ceramics, stone tools or metal implements, or other physical remains that could be associated with North American cultures or early colonial or American settlement are encountered at any time within the project areas, the Contractor should cease all activities involving subsurface disturbance in the immediate vicinity of such discoveries. If the excavation process uncovers items, or evidence thereof, which might be of archaeological, historic, or architectural interest, Contractor shall to stop work immediately and take all reasonable measures to protect the items in a manner sufficient to avoid additional harm until the significance of the discovery can be determined. If items of significance are discovered, the Owner will contact the appropriate agencies for a determination of required actions. Project activities should not resume in the area without written authorization from the Owner.

In the event that any human remains are unearthed, all work shall stop immediately and the area shall be secured in accordance with local, state, and federal statutes.

12. CONTRACTOR PERSONNEL

Contractor shall maintain a roster of known personnel employed by Contractor, and Subcontractors to be utilized at the project site. Contractor shall update the list on at least a monthly basis.

13. Contractor shall maintain site security at all times for this project. Contractor shall provide copies of background checks for all employees working on this site if requested by Owner. Contractor shall also have all personnel working on this site complete the ECUA specified employee roster.
14. Contractor shall utilize ECUA solid waste collection services for contracted disposal of all construction and demolition waste. Contractor shall pay standard fees for disposal.

Presently, Standard Fees are as follows, subject to adjustment by the ECUA Board in accordance with the applicable laws:

- a. A 30 yd. roll-off construction container has a one time delivery fee of \$22.66.
 plus a Rental fee of \$1.79 per day (pro-rated)
 plus a Hauling fee of \$100.00 per each occurrence (when container is full)

plus a Disposal fee of \$40.65 per ton. This is for construction / demolition debris only.

- b. There is an additional fee of \$36.30 per ton for non-construction debris.

Please contact David Rogers at 850-969-6610 or e-mail: david.rogers@ecua.fl.gov for rolloff services.

15. The procedure below explains the Emerald Coast Utilities Authority consideration of claims for a contract time extension due to abnormal weather. All days shall be considered as calendar days.
- A. ECUA maintains a spreadsheet that documents the number of rainfall days each month when rainfall at the Pensacola Regional Airport was 0.1" or greater. The data set time period that will be used is the 10-year period immediately prior to the year in which the bid was opened on the subject contract (e.g., the 10-year period of January 2003 through December 2012 will be used for all contracts bid in calendar year 2013). From this spreadsheet the average rainfall for each month is calculated. The source for this historical data can be accessed through www.srh.noaa.gov. The spreadsheet which will be used for this project appears on page 00702-5.
 - B. Any time there is a documented rainfall of 0.1" or greater, this is counted as a rainfall day. The official measurement used is rainfall at the Pensacola Regional Airport. If another measurement location is desired, this must be proposed and accepted by ECUA at the beginning of the project.
 - C. Each month the number of rainfall days is determined by the Contractor and verified by the Engineer. This information shall be submitted with each pay application for the last full calendar month (e.g., the pay application is for the period November 22, 2009 through December 21, 2009, the rainfall data submitted would be the month of November 2009).
 - D. The number of rainfall days for the month is then compared to the historical recorded average of rainfall days (0.1" and greater of rainfall) for the month.
 - E. If the number of rainfall days is more than the historical average, then the Contractor has a positive value of rainfall days for the month.
 - F. If the number of rainfall days is less than the historical average, then the Contractor has a negative value of rainfall days.
 - G. Upon reaching Substantial Completion for the project, all positive and negative rainfall days for each individual month of the project will be added together for a total number of rainfall days for the project.
 - H. If this final rainfall day number is a positive number, then the contract has been impacted by that number of rainfall days and the Contract Time will be adjusted accordingly. If the final rainfall day number is either zero or a negative number, then no modification of the Contract Time will be made.
 - I. The time period for which rainfall days will be considered shall coincide with the dates for commencement of work and Substantial Completion, as defined in the Standard Form of Agreement of the Contract. For partial months, a prorated number of days shall be calculated using the number of Contract days in that month divided by the total number of days in that month, multiplied by the historical number of rainfall days for that month. This calculation shall be rounded to the nearest whole number.
 - J. If there is a significant, recorded, rainfall event in one, or more, consecutive day(s), the Contractor may submit a claim for additional delay in accordance with the time-frames delineated in paragraph 12.03 of the Standard General Conditions of the

Construction Contract. ECUA will review any such timely filed claim and determine (at ECUA's sole discretion) if an additional equitable Contract Time extension is warranted. A decision by ECUA of such adjustments will occur within a reasonable time of the submission of the claim; ECUA will not wait until Substantial Completion of the project as described in Item G above.

K. Other than precipitation, ECUA may, in its sole discretion, consider on a case-by-case basis other abnormal weather conditions (e.g., temperature, tropical storm activity) that the Contractor can affirmatively demonstrate have had an impact on construction. If the Contractor believes such an event has occurred, the Contractor may submit a claim for additional delay in accordance with the time-frames delineated in paragraph 12.03 of the Standard General Conditions of the Construction Contract. ECUA will review any such timely filed claim and determine (at ECUA's sole discretion) if an equitable Contract Time extension is warranted. A decision by ECUA of such adjustments will occur within a reasonable time of the submission of the claim; ECUA will not wait until Substantial Completion of the project as described in Item G above.

10 YEAR HISTORICAL RECORD OF RAINFALL FOR PENSACOLA

Number of days in each month receiving 0.1 inches or more of rainfall

Updated: 1/6/14

Source of Information: NOAA, National Climatic Data Center

Recording location: Pensacola Regional Airport (KPNS)

Chart Prepared by Brian Reid,
ECUA

Year	Month												Yearly Total
	Jan.	Feb.	Mar	April	May	June	July	Aug	Sept	Oct	Nov	Dec	
2013	5	11	2	6	4	10	16	10	7	3	4	5	83
2012	5	4	6	4	5	7	9	17	3	2	2	6	70
2011	6	5	3	1	3	2	7	6	7	1	4	6	51
2010	7	8	8	3	6	11	6	15	2	2	8	3	79
2009	6	4	8	3	8	4	9	12	8	8	5	12	87
2008	9	5	4	3	4	10	10	8	5	4	4	5	71
2007	7	4	3	5	2	5	12	4	7	9	3	7	68
2006	6	3	1	5	5	2	5	9	7	4	2	5	54
2005	5	8	9	9	4	8	7	16	4	0	5	6	81
2004	4	9	2	5	2	15	14	8	5	4	11	5	84

Totals	60	61	46	44	43	74	95	105	55	37	48	60
Averages	6	6	5	4	4	7	10	11	6	4	5	6

16. Upon final payment to the Contractor by the Owner, the Contractor's warranty will begin.
17. Unless otherwise specified, the contractor will be required to limit construction to the hours of 7:00 AM to 6:00 PM, or to within daylight hours, whichever is more restrictive, unless written permission has been obtained from the Owner. All internal combustion-powered equipment and/or standby power generators shall have, as a minimum, a

residential grade silencer (muffler) for equipment to be operating beyond the hours of operation allowed by local Noise Attenuation Ordinance requirements. The equipment shall be noise attenuated to emit a maximum noise level of 80 dBA at 30 feet from the equipment, unless otherwise required by local ordinance.

18. It is the Contractor's responsibility to satisfy any and all requirements as specified by the Florida Department of Environmental Protection (FDEP), the Florida Department of Transportation, or any other regulatory agency relative to Federal, State or County agencies. Contractor shall be liable for and pay fines or penalties associated with his activities as may be levied by authorities having jurisdiction.
19. For purposes of GC article 6.02B "regular work hours" are defined as from 7:00 a.m. to 6:00 p.m. and "legal holidays" are defined as all those recognized by either the Federal government or by ECUA.
20. Maintenance of Wastewater System Operations: The Wastewater System Operations will remain in continuous operation during this project. The CONTRACTOR will need to coordinate and schedule necessary work with OWNER, the OWNER's personnel will assist in the location of existing valving, piping, etc., in order to allow maintenance deliveries, and routine traffic. There is only one roadway entrance to the site, on which traffic must be maintained at all times.
21. Discharge from pumps, well points, and any other equipment utilized for dewatering excavations shall not be released to any wetland. Provide temporary piping and hoses as necessary to convey all discharges to a plant drain, the location to be approved by OWNER. The effects of temporary piping and hoses on pedestrian and vehicular access will be evaluated when reviewing a point of discharge for approval.
22. In the event that any sanitary sewer overflows (SSOs) occur as a result of the Contractor's operations, including but not limited to bypass pumping or flow diversion activities, or any failures therein, Contractor shall be responsible for all cleanup operations required thereby as well as paying all fines and penalties attendant thereto. Any such fines and penalties would likely be in accord with stipulated penalties ECUA has entered into with the Florida Department of Environmental Protection (FDEP) pursuant to paragraph 17 of the Consent Order regarding OGC File No. 11-0982 – wherein it provides stipulated penalties in the amount of \$500 per day per discharge for discharges up to 5,000 gallons; \$1,000 per day per discharge for discharges from 5,001 to 10,000 gallons; \$2,500 per day per discharge for discharges from 10,001 to 25,000 gallons; \$5,000 per day per discharge for discharges from 25,001 to 100,000 gallons; and \$10,000 per day per discharge for discharges in excess of 100,000 gallons. At or around the time of any such SSO and before FDEP demands payment, ECUA may require payment from Contractor in these amounts or withhold payment from Contractor in these amounts, at ECUA's option.

Name of Company: _____

ECUA Project: _____

	Total Number of Company Employees Working on this ECUA Project as of Today's Date	Number of White Employees*	Number of Black Employees*	Number of Hispanic Employees*	Number of Other Employees*
MALE					
FEMALE					
TOTALS					

I hereby certify that I am over the age of nineteen. I further certify under penalty of perjury that the above-listed information accurately reflects the employee composition of the company's workforce on the particular ECUA project identified above as of this date.

Signature: _____

Printed Name: _____

Title: _____

Date: _____

*All numbers are for this ECUA Project, on this date.

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ABBREVIATIONS AND DEFINITIONS

PART 1: ABBREVIATIONS

1.1 Wherever the following abbreviations or symbols are used, they are to be construed the same as the respective expressions represented:

AASHTO	American Association of State Highway and Transportation Officials
ACI.....	American Concrete Institute
AGC.....	Associated General Contractors of America, Inc.
ANSI.....	American National Standards Institute
APWA.....	American Public Works Association
ASTM.....	American Society for Testing and Materials
AWWA.....	American Water Works Association
BM.....	Bench Mark
C.C. or C/C.....	Center to Center
Cem.....	Cement
CIP.....	Cast-iron Pipe
C.L. or CL.....	Center Line
CMP.....	Corrugated Metal Pipe
CO.....	Clean Out
Conc.....	Concrete
Const.....	Construct
DMH.....	Drop Manhole
D/W.....	Driveway
ECUA.....	Escambia County Utilities Authority
El. or Elev.....	Elevation
Ex. or Exist.....	Existing
F & C.....	Frame and Cover
FH.....	Fire Hydrant
FL.....	Flow Line
Fl. El.....	Floor Elevation
FS.....	Finished Surface
Galv.....	Galvanized
GL.....	Ground Line
Gr.....	Grade
H.....	Height or High
HC.....	House Connection Sewer
Hor.....	Horizontal
ID.....	Inside Diameter
Inv.....	Invert
Lin.....	Linear
Long.....	Longitudinal
Max.....	Maximum
MH.....	Manhole

m.....	Meter or Middle
Min.....	Minutes or Minimum
Mon.....	Monolithic or Monument
OC.....	On Center
OD.....	Outside Diameter
PCC.....	Portland Cement Concrete
PI.....	Plasticity Index
PL.....	Property Line or Plastic Limit
PP.....	Power Pole
ppm.....	Parts per Million
Prop.....	Proposed or Property
psf.....	Pounds per Square Foot
psi.....	Pounds per Square Inch
pvmt.....	Pavement
PVCP.....	Polyvinylchloride Pipe
Q.....	Rate of Flow
R.....	Radius
RC.....	Reinforced Concrete
RCP.....	Reinforced Concrete Pipe
Rdwy.....	Roadway
Ret. Wall.....	Retaining Wall
R/W.....	Right-of-Way
s.....	Slope
San.....	Sanitary
SCCP.....	Steel Cylinder Concrete Pipe
SD.....	Storm Drain
Sdl.....	Saddle
Sect.....	Section
Spec.....	Specifications
Sp. MH.....	Special Manhole
SS.....	Sanitary Sewer
St.....	Street
Sta.....	Station
Std.....	Standard
TH.....	Test Hole
UL.....	Underwriters' Laboratories, Inc.
V.....	Velocity
VC.....	Vertical Curve
VCP.....	Vitrified Clay Pipe
Vert.....	Vertical

PART 2: DEFINITIONS

- 2.1 Change Order: A written order to Contractor signed by ECUA authorizing an addition, deletion, or revision in the work or an adjustment in the contract price or contract time issued after execution of the agreement.
- 2.2 Contractor: The person, firm, or corporation that is performing work addressed these specifications.
- 2.3 Day: A calender day of twenty-four hours measured from midnight to the next midnight.
- 2.4 Drawings or Plans: The drawings which show the character and scope of the work to be performed and which have been prepared or approved by the Engineer and are referred to in the contract documents.
- 2.5 Engineer: The Project Engineer or his agent, who is responsible for the engineering design and construction inspection, acting directly or through duly authorized representatives.
- 2.6 ECUA: The public body or authority or the contracting agency for whom the work is to be performed. The Director of Engineering or his designee is the contact for the ECUA.
- 2.7 Field Order: A written order issued by Engineer which clarifies or interprets the contract documents.
- 2.8 Inspector: The authorized representative of Engineer for owner who is assigned to the project site or any part thereof.
- 2.9 Modification: (a) A written amendment to the contract documents signed by both parties, (b) a change order, (c) a written clarification or interpretation issued by Engineer, or (d) a written order for a minor change or alteration in the work issued by Engineer. A modification may only be issued after execution of the Agreement.
- 2.10 Owner: The same as the ECUA.
- 2.11 Project: The entire construction to be performed as provided in the contract documents.
- 2.12 Reference Specification, Test Methods, and Applicable Codes: All standard specifications and test methods of any society, association, or organization herein referred to are hereby made part of these contract documents the same as if written in full. (Any reference to a paragraph or subparagraph within a section shall include all general provisions of the section to which reference is made.) Reference to such standards refer to the latest published issued as of the date of

Invitation to Bid. Reference to local or state codes and laws shall mean the latest adopted and published codes as of the date of the Invitation to Bid.

- 2.13 Service Connections: Service connections shall be construed to mean all or any portion of the pipe, conduit, cable, or duct which connects a utility main or distribution line to a building, home, residence, or property.
- 2.14 Shop Drawings: All drawing, diagrams, illustrations, brochures, schedules, and other data which are prepared by Contractor, a sub-contractor, manufacturer, supplier, or distributor and which illustrate the equipment, material, or some portion of the work.
- 2.15 Special Conditions: Conditions which are written for a specific project and which modify any section or paragraph of the general conditions.
- 2.16 Specifications, also Technical Specifications: Those portions of the contract documents consisting of written technical descriptions of materials, equipment, construction systems, standards, and workmanship as applied to the work.
- 2.17 Subcontractor: An individual, firm or corporation having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the work at the site.
- 2.18 Substantial Completion: The date as certified by Engineer when the construction of the project or a specified part thereof is sufficiently completed, in accordance with the contract documents, so that the project or specified part can be utilized for the purposed for which it was intended; or if there be no such certification, the date when final payment is due.
- 2.19 Supplementary Specifications: Specifications which are written to modify any section or paragraph of the technical specifications of this document.
- 2.20 Utility: Overhead or underground wires, pipe lines, conduits, ducts, or structures, operated and maintained in or across a public right-of-way or easement or private easement.
- A. Public Utility: Owned and operated by a municipality or another political subdivision of the State.
- B. Private Utility: Owned and operated by a private company or corporation.
- 2.21 Work: Any and all obligations, duties, and responsibilities necessary to the successful completion of the project assigned to or undertaken by Contractor under the contract documents, including all labor, materials, equipment, and other incidentals, and the furnishing thereof.

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SECTION 01300 - SUBMITTALS

PART 1 - GENERAL

1.1 REQUIREMENTS INCLUDED

- A. The CONTRACTOR shall submit to the ENGINEER for review such working drawings, shop drawings, test reports and data on materials and equipment (hereinafter in this Section called data), and material samples (hereinafter in this Section called samples) as are required for the proper control of work, including but not limited to those working drawings, shop drawings, data and samples for materials and equipment specified elsewhere in the Specifications and in the Contract Drawings.
- B. The CONTRACTOR shall note that there are specific submittal requirements in other sections of these Specifications.
- C. The CONTRACTOR is to maintain an accurate updated submittal log and shall bring this log to each scheduled progress meeting with the OWNER and the ENGINEER. This log should include the following items:
 - 1. Submittal-Description and File Number assigned.
 - 2. Date to ENGINEER.
 - 3. Date returned to CONTRACTOR (from ENGINEER).
 - 4. Status of Submittal
 - a. Reviewed
 - b. Furnish as Corrected
 - c. Revise and Resubmit
 - d. Submit Specific Item
 - e. Rejected
 - 5. Date of Resubmittal and Return (as applicable).
 - 6. Date material released (for fabrication).
 - 7. Projected date of fabrication.
 - 8. Projected date of delivery to site.
 - 9. Status of O&M submittal

1.2 SHOP DRAWINGS

- A. When used in the Contract Documents, the term "shop drawings" shall be considered to mean CONTRACTOR's plans for material and equipment which become an integral part of the Project. These drawings shall be complete and detailed. Shop drawings shall consist of fabrication, erection and setting drawings and schedule drawings, manufacturer's scale drawings, bills of material, wiring and control diagrams, and inspection and test reports including performance curves and certifications as applicable to the Work.
- B. All details on shop drawings submitted for approval shall show clearly the elevations of the various parts to the main members and lines of the structure and/or equipment, and where correct fabrication of the work depends upon field measurements, such measurements shall be made and noted on the shop drawings

before being submitted for approval.

- C. See Shop Drawing Schedule requirements in subparagraph 1.7 CONTRACTOR'S RESPONSIBILITY.

1.3 PRODUCT DATA

- A. Product data as specified in individual sections, include, but are not necessarily limited to, standard prepared data for manufactured products (sometimes referred to as catalog data), such as the manufacturer's product specification and installation instructions, availability of colors and patterns, MANUFACTURER'S printed statements of compliances and applicability, roughing-in diagrams and templates, catalog cuts, product photographs, standard wiring diagrams, printed performance curves and operational-range diagrams, production or quality control inspection and test reports and certifications, mill reports, product operating and maintenance instructions and recommended spare-parts listing storage instructions, and printed product warranties, as applicable to the work.

1.4 WORKING DRAWINGS

- A. When used in the Contract Documents, the term "working drawings" shall be considered to mean the CONTRACTOR's plans for temporary structures such as temporary bulkheads, support of open cut excavation, support of utilities, ground water control systems, forming and falsework; for underpinning; and for such other work as may be required for construction but does not become an integral part of the Project.
- B. Working drawings shall be signed and sealed by a registered Professional Engineer, currently licensed to practice in the State and shall convey, or be accompanied by, calculations or other sufficient information to completely explain the structure, machine, or system described and its intended manner of use. Prior to commencing such work, working drawings must have been reviewed without specific exceptions by the ENGINEER. Such review will be for general conformance and will not relieve the CONTRACTOR in any way from his responsibility with regard to the fulfillment of the terms of the Contract. All risks of error are assumed by the CONTRACTOR; the OWNER and ENGINEER shall have no responsibility therefor.

1.5 SAMPLES

- A. The CONTRACTOR shall furnish, for the approval of the ENGINEER, samples required by the Contract Documents or requested by the ENGINEER. Samples shall be delivered to the ENGINEER as specified or requested and in quantities and sizes as specified. A minimum of two samples of each item shall be submitted unless otherwise specified. The CONTRACTOR shall pre-pay all shipping charges on samples. Materials or equipment for which samples are required shall not be used in work until approved by the ENGINEER.
- B. Samples specified in individual sections, include, but are not necessarily limited

to, physical examples of the work such as sections of manufactured or fabricated work, small cuts or containers of materials, complete units of repetitively-used products, color/texture/pattern swatches and range sets, specimens for coordination of visual effect, graphic symbols, and units of work to be used by the ENGINEER or OWNER for independent inspection and testing, as applicable to the Work.

- C. The CONTRACTOR shall prepare a transmittal letter in triplicate for each shipment of samples. The CONTRACTOR shall enclose a copy of this letter with the shipment and send a copy of this letter to the ENGINEER. Approval of a sample shall be only for the characteristics or use named in such approval and shall not be construed to change or modify any Contract requirements.
- D. Approved samples not destroyed in testing shall be sent to the ENGINEER or stored at the site of the work. Materials and equipment incorporated in work shall match the approved samples. Samples which fail testing or are not approved will be returned to the CONTRACTOR at his expense, if so requested at time of submission.

1.6 SUBMITTAL REQUIREMENTS

- A. The CONTRACTOR shall review, approve, and submit, with reasonable promptness and in such sequence as shown on the Shop Drawing Submittal Schedule so as to cause no delay in the Contract Work or in the Work of the OWNER or any separate contractor, all shop drawings, product data, working drawings and samples required by the Contract Documents.
- B. The CONTRACTOR shall submit electronically one digital copy of the submittal in pdf version and four (4) printed copies of all shop drawings for the ENGINEER to review, of which the ENGINEER will retain two (2) sets.
- C. All submittals shall be made directly to the ENGINEER.
- D. Shop drawings, product data, working drawings and samples shall be furnished with the following information:
 1. Number and title of the drawing.
 2. Date of drawing or revision.
 3. Name of project building or facility.
 4. Name of contractor, subcontractor, and manufacturer submitting drawing.
 5. Clear identification of contents, location of the work, and the sheet numbers and specification section where the product is found in the contract drawings.
 6. CONTRACTOR Certification Statement.
 7. Submittal Number.
 8. Contract Drawing Number Reference.
- E. In accordance with subparagraph 1.7 A, each shop drawing, working drawing, sample, and catalog data submitted by the CONTRACTOR shall have affixed to it the following Certification Statement, signed by the CONTRACTOR:

"Certification Statement: By this submittal, I hereby represent that I have determined and verified all field measurements, field construction criteria, materials, dimensions, catalog numbers, and similar data and I have checked and coordinated each item with other applicable approved shop drawings and all CONTRACTOR requirements."

- F. All items specified are not necessarily intended to be a manufacturer's standard product. Variations from specified items will be considered on an "or equal" basis. If submittals show variations from Contract requirements because of standard shop practice or for other reasons, the CONTRACTOR shall describe such variations in his letter of transmittal and on the shop drawings along with notification of his intent to seek contract adjustment. If acceptable, proper adjustment in the Contract shall be implemented where appropriate. If the CONTRACTOR fails to describe such variations he shall not be relieved of the responsibility for executing the work in accordance with the Contract, even though such drawings have been reviewed. Variations submitted but not described may be cause for rejection. Any variations initiated by the CONTRACTOR will not be considered as an addition to the scope of work unless specifically noted and then approved as such in writing by the ENGINEER.
- G. Data on materials and equipment shall include materials and equipment lists giving, for each item thereon, the name and location of the supplier or manufacturer, trade name, catalog reference, material, size, finish, and all other pertinent data.
- H. For all mechanical and electrical equipment furnished, the CONTRACTOR shall provide a list including the equipment name, and address and telephone number of the manufacturer's representative and service company so that service and/or spare parts can be readily obtained. In addition, a maintenance and lubrication schedule for each piece of equipment shall be submitted as specified in Section 01730.
- I. All MANUFACTURERS or equipment suppliers who propose to furnish equipment or products under Divisions 11, 13, 14, 15 and 16 shall submit an installation list to the ENGINEER along with the required shop drawings. The installation list shall include all installations where identical equipment has been installed and has been in operation for a period of at least one (1) year.
- J. The CONTRACTOR shall use the color "green" to make his remarks on the Submittals. Only the ENGINEER will utilize the color "red" in marking submittals.
- K. Facsimiles or copies of facsimiles will not be accepted for review.

1.7 CONTRACTOR'S RESPONSIBILITY

- A. It is the duty of the CONTRACTOR to check, and coordinate with the work of all trades, all drawings, data, schedules and samples prepared by or for him before submitting them to the ENGINEER for review. Each and every copy of any

drawing or data sheet larger than 11"x17" shall bear CONTRACTOR's stamp showing that they have been so checked and approved. Drawings or data sheets 11"x17" and smaller shall be bound together in an orderly fashion and bear the CONTRACTOR's stamp on the cover sheet. The cover sheet shall fully describe the packaged data and include a list of all sheet numbers within the package. Shop drawings submitted to the ENGINEER without the CONTRACTOR's stamp will be returned to the CONTRACTOR, without review at the ENGINEER's option, for conformance with this requirement.

- B. The CONTRACTOR shall review shop drawings, product data, and samples prior to submission to determine and verify the following:
 - 1. Field measurements.
 - 2. Field construction criteria.
 - 3. Manufacturer's catalog numbers and similar data.
 - 4. Conformance with Specifications.
- C. Shop drawings shall indicate any deviations in the submittal from the requirements of the Contract Documents.
- D. At a time decided upon at the preconstruction meeting the CONTRACTOR shall furnish the ENGINEER a Shop Drawing schedule fixing the respective dates for the initial submission of shop and working drawings, the beginning of manufacture, testing and installation of materials, supplies and equipment. This schedule shall be provided as a separate entity and indicate those submittals that are critical to the progress schedule. The CONTRACTOR shall prepare and transmit each submittal sufficiently in advance of performing the related work or other applicable activities, or within the time specified in the individual work sections of the Specifications, so that the installation will not be delayed by processing times including disapproval and resubmittal (if required), coordination with other submittals, testing, purchasing, fabrication, delivery, and similar sequenced activities. No extension of time will be authorized because of the CONTRACTOR's failure to transmit complete and acceptable submittals sufficiently in advance of the Work.
- E. The CONTRACTOR shall not begin any work affected by a submittal returned not approved. Before starting this work all revisions must be corrected by the CONTRACTOR. After resubmittal they will be reviewed and returned to him by the ENGINEER. If approved or approved as noted, then the CONTRACTOR may begin this work. Any corrections made to the shop drawings are to be followed without exception.
- F. The CONTRACTOR shall submit to the ENGINEER all shop drawings and data sufficiently in advance of construction requirements to provide no less than **twenty-one (21)** calendar days for review from the time the ENGINEER receives them. No less than **thirty (30)** calendar days will be required for major equipment that requires review by more than one (1) engineering discipline.
- G. The CONTRACTOR shall be responsible for and bear all cost of damages which may result from the ordering of any material or from proceeding with any part of

work prior to the review and approval by ENGINEER of the necessary shop drawings.

- H. All shop drawings, product data, working drawings and samples submitted by subcontractors for approval shall be sent directly to the CONTRACTOR for checking. The CONTRACTOR shall be responsible for their submission according to the approved shop drawing schedule so as to prevent delays in delivery of materials and project completion.
- I. The CONTRACTOR shall check all subcontractor's shop drawings, product data, working drawings and samples regarding measurements, size of members, materials, and details to satisfy himself that they are in conformance to the Contract Documents. Shop drawings found to be inaccurate or otherwise in error shall be returned to the subcontractors for correction before submission to the ENGINEER.
- J. Requests for Information (RFI) shall be submitted on a standard form provided by the ENGINEER. RFIs shall indicate their importance to the timely completion of the project. RFIs will be processed as a shop drawing unless there is an urgent need for immediate response.

1.8 ENGINEER'S REVIEW OF SHOP DRAWINGS, PRODUCT DATA, WORKING DRAWINGS AND SAMPLES

- A. The ENGINEER's review is for general conformance with the design concept and contract drawings. Markings or comments shall not be construed as relieving the CONTRACTOR from compliance with the contract plans and specifications or from departures therefrom. The CONTRACTOR remains responsible for details and accuracy, for coordinating the work with all other associated work and trades, for selecting fabrication processes, for techniques of assembly, and for performing work in a safe manner.
- B. The review of shop drawings, data, and samples will be general. They shall not be construed:
 - 1. As permitting any departure from the Contract requirements;
 - 2. As relieving the CONTRACTOR of responsibility for any errors, including details, dimensions, and materials;
 - 3. As approving departures from details furnished by the ENGINEER, except as otherwise provided herein.
- C. If the shop drawings, data or samples as submitted describe variations per subparagraph (1.6F), and show a departure from the Contract requirements which ENGINEER finds to be in the interest of the OWNER and to be so minor as not to involve a change in Contract Price or time for performance, the ENGINEER may return the reviewed drawings without noting an exception.
- D. Submittals will be returned to the CONTRACTOR under one of the following:

"APPROVED" is assigned when there are no notations or comments on the

submittal. When returned under this code the CONTRACTOR may release the equipment and/or material for manufacture.

"FURNISH AS CORRECTED" is assigned when notations or comments have been made on the submittal pointing out minor discrepancies as compared with the Contract Documents. Re-submittal is not necessary prior to release for manufacturing.

"REVISE & RESUBMIT." This combination of codes is assigned when the submittal is in noncompliance with the Contract Documents and must be corrected and the entire package resubmitted. This code generally means that the equipment or material cannot be released for manufacture unless the CONTRACTOR takes full responsibility for providing the submitted items in accordance with Contract Documents.

"REJECTED" is assigned when the submittal does not meet the intent of the Contract Documents. The CONTRACTOR must resubmit the entire package revised to bring the submittal into conformance. It may be necessary to resubmit using a different manufacturer/vendor to meet the Contract Documents.

"SUBMIT SPECIFIC ITEM" is assigned when a specific item was left out. The CONTRACTOR must turn in a submittal on that item to bring the entire package into conformance. The entire package does not have to be resubmitted.

- E. Re-submittals will be handled in the same manner as first submittals. On re-submittals the CONTRACTOR shall direct specific attention, in writing on the letter of transmittal and on resubmitted shop drawings by use of revision triangles or other similar methods, to revisions other than the corrections requested by the ENGINEER on previous submissions. Any such revisions which are not clearly identified shall be made at the risk of the CONTRACTOR. The CONTRACTOR shall make corrections to any work done because of this type revision that is not in accordance to the Contract Documents as may be required by the ENGINEER.
- F. If the CONTRACTOR considers any correction indicated on the shop drawings to constitute a change to the Contract Documents, the CONTRACTOR shall give written notice thereof to the ENGINEER at least seven (7) working days prior to release for manufacture.
- G. The ENGINEER will review a submittal a maximum of two (2) times after which cost of review will be borne by the CONTRACTOR. The cost of engineering shall be equal to the ENGINEER's charges to the OWNER under the terms of the ENGINEER's agreement with the OWNER.
- H. When the shop drawings have been completed to the satisfaction of the ENGINEER, the CONTRACTOR shall carry out the construction in accordance therewith and shall make no further changes therein except upon written instructions from the ENGINEER.
- I. Partial submittals may not be reviewed. The ENGINEER will be the only judge

as to the completeness of a submittal. Submittals not complete will be returned to the CONTRACTOR, and will be considered "Rejected" until resubmitted. The ENGINEER may at his option provide a list or mark the submittal directing the CONTRACTOR to the areas that are incomplete.

1.9 PROFESSIONAL ENGINEER (P.E.) CERTIFICATION FORM

- A. If specifically required in other sections of these Specifications, the CONTRACTOR shall submit a P.E. Certification for each item required, in the form attached to this Section, completely filled in and stamped.

1.10 FINAL COMBINED SUBMITTAL OF DIGITAL VERSION OF SHOP DRAWING SUBMITTALS

- A. At the completion of the project, a digital version of all shop drawing submittals and review forms in pdf format shall be compiled and provided to the ENGINEER as an appendix to the Operation and Maintenance Manual as required in Section 01730 - Operation and Maintenance Data. Should no component of the construction necessitate an Operation and Maintenance Manual, the compendium of submittals in digital form shall be submitted as a final shop drawing submittal for review by the ENGINEER.

PART 2 – PRODUCTS

(Not Applicable)

PART 3 – EXECUTION

(Not Applicable)

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P.E. CERTIFICATION FORM

The undersigned hereby certifies that he/she is a Professional Engineer registered in the (State) of Florida and that he/she has been employed by (Name of Contractor) _____ to design _____ in accordance with Specification Section _____. The undersigned further certifies that he/she has performed the design of the _____, that said design is in conformance with all applicable local, state and federal codes, rules, and regulations, and that his/her signature and P.E. stamp have been affixed to all calculations and drawings used in, and resulting from, the design.

The undersigned hereby agrees to make all original design drawings and calculations available to the OWNER or OWNER's representative with seven (7) days following written request therefore by the OWNER.

P.E. Name

Signature

Address

Contractor's Name

Signature

Title

Address

END OF SECTION 01300

SECTION 01800 – PROJECT RECORD DOCUMENTS

GENERAL

SUMMARY

Section Includes:

- Project record documents consisting of:
 - Contractor's Working Record Drawings.
 - PLS-Certified As-Built Drawings
 - Record project manual (specifications).
- Record Submittals:
 - Shop drawings.
 - Product data.
 - Samples.

SUBMITTALS

- Project Record Documents: Submit within 30 days of substantial completion, but prior to final completion.
- Working Record drawings:
 - Submit single comprehensive original marked-up print set.
 - Set shall include all drawings, whether changed or not.
- Certified As-Built Record Drawings:
 - Submit BOTH PLS signed and sealed paper copy AND electronic format.
 - Electronic format shall be .dwg - AutoCAD release 2005 and Portable Document Format (.pdf).
- Record Project Manual (Specifications):
 - Submit single comprehensive original marked-up set.
 - Set shall include all specifications, whether changed or not.

PRODUCTS (NOT USED)

EXECUTION

MAINTENANCE OF PROJECT RECORD DOCUMENTS

Do not use record documents of any type for construction purposes.

Maintain record documents in a secure location at the site while providing for access by the contractor and the Engineer during normal working hours; store in a fire-resistant room or container outside of normal working hours.

Record information as soon as possible after it is obtained.

Assign a person responsible for maintaining record documents. Submit to Engineer the name of the responsible person.

Record the following types of information on all applicable record documents:

Dimensional changes.

New and revised details.

Locations and depths of underground utilities.

Actual routings of piping and conduits.

Actual equipment locations.

Locations of utilities concealed in construction.

Particulars on concealed products which will not be easy to identify later.

Changes made by modifications to the contract; note identification numbers if applicable.

New information or unknown existing conditions, which may be useful to the Owner, but which was not shown in either the contract documents or submittals.

WORKING RECORD DRAWINGS

Maintain a complete set of the contract drawings, marked to show changes. The contractor will maintain "Working" drawings throughout the progress of the work. Drawings shall be a "living" record of all approved changes to the construction documents as the work progresses. Additionally, drawings shall include both horizontal and vertical references with three (3) tie dimensions to visible permanent physical features for all building corners, structures, laterals, valves and pipe appurtenances, and location of water mains and force mains with respect to the centerline of adjacent roads with depth below grade

The contractor shall maintain on the jobsite and provide upon request accurate and current "Working" information as the job progresses.

Where the actual work differs from that shown on the drawings, mark this set to show the actual work.

Mark location of concealed items before they are covered by other work.

Mark either record contract drawings or shop drawings, whichever are best suited to show the change.

Where changes are marked on record shop drawings, mark cross-reference on the applicable contract drawing and attach copy of shop drawing to contract drawing. When the contractor is required by a provision of a modification to prepare a new drawing, rather than revise existing drawings, obtain instructions from the Engineer as to the drawing scale and information required.

Keep drawings in labeled, bound sets.

Mark with red pencil.

Mark work of separate contracts with different colors of pencils.

Incorporate new drawings into existing sets, as they are issued.

Prepare a single complete set of contract drawings with all record changes marked.

The Engineer will make the original contract drawings available electronically into PDF to the contractor for printing.

Where record drawings are also required as part of operation and maintenance data submittals, make copies from the original record drawing set.

CERTIFIED AS-BUILT RECORD DRAWINGS

Contractor shall provide Engineer with “As-Built” drawings prepared and certified by a Professional Land Surveyor licensed in the State of Florida. “As-Built” drawings shall comply with Statutory minimum technical standards and be of the same horizontal and vertical Engineering scale(s) as the contract documents.

All measurements shall be located in both horizontal state plane coordinates and NGVD in accordance with Statutory MTS to the nearest 0.01 ft horizontally and 0.1 ft vertically.

“As-Built” drawings shall be complete, include all contractor’s field measurements and notes from “Working” drawings, include all changes made during the course of construction as well as Professional Surveyor’s measurements to accurately represent the entire final constructed project.

Contractor shall locate the following at minimum: all buried pipe fittings, appurtenances or changes in pipe direction; pipe inverts; manhole top and inverts; new pavement limits; locations of externally installed equipment.

RECORD PROJECT MANUAL

The contractor will maintain “Working” specifications throughout the progress of the work. Specifications shall be a “living” record of all approved changes to the construction documents as the work progresses.

The contractor shall maintain on the jobsite and provide upon request accurate and current “Working” information as the job progresses. Maintain a complete copy of the project manual, marked to show changes.

Where the actual work differs from that shown in the project manual, mark the record copy to show the actual work.

Include a copy of each approved change to the contract.

In addition to the types of information required on all record documents, record the following types of information:

Product options taken, when the specification allows more than one.

Product substitutions.

Proprietary name and model number of actual products furnished, for each product, material, and item of equipment specified.

Name of the supplier and installer, for each product for which neither a product data submittal nor a maintenance data submittal was specified.

RECORD SUBMITTALS

The Contractor shall maintain on the jobsite and provide upon request a complete set of all Approved Submittals as the job progresses.

Maintain submittals in cardboard file boxes, labeled to show contents.

Sort submittals by applicable specification section and file in order of submittal identification number.

Record Shop Drawings: Record the types of information specified for all record documents.

Mark changes on record shop drawings only when contract drawing would not be capable of showing the change clearly or completely.

Mark changes in manner specified for record drawings.

Record Product Data Submittals: Record the types of information specified for all record documents.

In addition, record the following types of information:

Changes in the products as delivered to the site.

Changes in manufacturer's instructions or recommendations for installation.

Record Coordination Drawings: Record the types of information required for all record documents.

Mark up in the manner specified for record drawings.

TRANSMITTAL TO ENGINEER

Collect, organize, label, and package ready for reference.

Provide cardboard file boxes for submittals.

Provide cardboard drawing tubes with end caps for drawings

Bind print sets with durable paper covers.

Label each document (and each sheet of drawings) with "PROJECT RECORD DOCUMENTS - prepared by _____" [insert the contractor's name], and the date of preparation.

Provide CD/DVD of electronic drawing files.

END OF SECTION 01800

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