

**FRUITLAND PARK CITY COMMISSION
REGULAR MEETING AGENDA**

March 27, 2025

City Hall Commission Chambers
506 W. Berckman Street
Fruitland Park, Florida 34731

6:00 p.m.

1. CALL TO ORDER, INVOCATION AND PLEDGE OF ALLEGIANCE

Invocation – Pastor Art Ayris – First Baptist Church of Leesburg

Pledge of Allegiance – Interim Police Chief

2. ROLL CALL

3. PRESENTATIONS

(a) Police Department Awards (city manager/interim police chief)

(b) VetFest 2025 Presentation (city manager/interim police chief)

(c) Proclamation – Recognition of Commissioner John Mobilian city manager/city commission)

4. CONSENT AGENDA

Routine items and items not anticipated to be controversial are placed on the Consent Agenda to expedite the meeting. If a commissioner, staff member or member of the public wish to discuss any item, the procedure is as follows: (1) Pull the items from the Consent Agenda; (2) Vote on remaining items; and (3) Discuss each pulled item separately and vote.

(a) Approval of Minutes (city manager/city clerk)

March 13, 2025, Regular Meeting

(b) Resolution 2025-020 Public Risk Mgt PRM Board Appointment (city manager/city clerk)

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, APPOINTING THE CITY MANAGER TO SERVE ON THE BOARD OF DIRECTORS OF PUBLIC RISK MANAGEMENT OF FLORIDA; AND PROVIDING FOR AN EFFECTIVE DATE.

- (c) Approve the Purchase of a Sewer Utility Crane Truck from Rush Truck Center using Sourcewell Purchasing Cooperative Contract #032824-RTG for \$128,860 (city manager/public works director)**

5. REGULAR AGENDA

- (a) Resolution 2025-021 Contract Approval of D.B. Civil Construction's Bid Proposal for 16-Inch Water Main Improvements from Cooke Street to Spring Lake Road (Reserve at Spring Lake Water Main Improvements) (city manager/public works director)**

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, AWARDED BID NO. 2025-01 TO DB CIVIL CONSTRUCTION, LLC AND APPROVING THE EJCDC STANDARD FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR ON THE BASIS OF A STIPULATED PRICE BETWEEN THE CITY OF FRUITLAND PARK AND DB CIVIL CONSTRUCTION, LLC PURSUANT TO INVITATION TO BID NUMBER 2025-01 FOR CITY OF FRUITLAND PARK RESERVE AT SPRING LAKE WATER MAIN IMPROVEMENTS IN THE AMOUNT OF \$639,980.00; AUTHORIZING THE MAYOR TO SIGN THE CONTRACT; PROVIDING FOR AN EFFECTIVE DATE.

6. PUBLIC HEARING

7. QUASI-JUDICIAL PUBLIC HEARING

END OF QUASI-JUDICIAL PUBLIC HEARING

END OF PUBLIC HEARING

- 8. (a) City Manager**
- i. Removal of junk vehicles**
- (b) City Attorney**
- i. Wayne Goodridge and Tammy Goodridge v. City of Fruitland Park, Lake County Case No. 2022-CA-1628**
 - ii. Linda Herald v. City of Fruitland Park, Lake County Case No. 2025-CA-000116**

9. UNFINISHED BUSINESS

10. PUBLIC COMMENTS

This section is reserved for members of the public to bring up matters of concern or opportunities for praise. Action may not be taken by the City Commission at this meeting; however, questions may be answered by staff or issues may be referred for appropriate staff action.

Note: Pursuant to F.S. 286.0114 and the City of Fruitland Park's Public Participation Policy adopted by Resolution 2013-023, members of the public shall be given a reasonable opportunity to be heard on propositions before the City Commission. Accordingly, comments, questions, and concerns regarding items listed on this agenda shall be received at the time the City Commission addresses such items during this meeting. Pursuant to Resolution 2013-023, public comments are limited to three minutes.

11. COMMISSIONERS' COMMENTS

(a) **Commissioner Cosenza III**

(b) **Commissioner Mobilian**

(c) **Commissioner Bell**

(d) **Vice Mayor DeGrave**

12. MAYOR'S COMMENTS

13. ADJOURNMENT

DATES TO REMEMBER

Friday, March 28th

Friday Night Street Party
6:00 p.m. – 9:00 p.m.

Saturday, March 29th

Fruitland Park Day/Parade
10:00 a.m. – 3:00 p.m.

Thursday, April 10th

City Commission Meeting

For additional events, please visit [Calendar | City of Fruitland Park Florida](#).

Please note that in addition to the city commission meetings, more than one city commissioner may be present at the above-mentioned events.

Any person requiring special accommodation at this meeting because of disability or physical impairment should contact the City Clerk's Office at City Hall (352) 360-6727 at least forty-eight (48) hours prior to the meeting. (§286.26 F.S.)

If a person decides to appeal any decision made by the City of Fruitland Park with respect to any matter considered at such meeting or hearing, he or she will need a record of the proceedings and ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. The city does not provide verbatim records. (§286.0105, F.S.)

PLEASE TURN OFF ELECTRONIC DEVICES OR PLACE IN VIBRATE MODE.

CITY OF FRUITLAND PARK
AGENDA ITEM SUMMARY SHEET
Item Number: 3a

ITEM TITLE: Officer Awards

MEETING DATE: Thursday, March 27, 2025

DATE SUBMITTED: Tuesday, March 18, 2025

SUBMITTED BY: city manager/police chief

BRIEF NARRATIVE:

Service Above Self Award

Recipient: Sergeant Brad Heidt

Awarded to Sergeant Brad Heidt for exemplifying unwavering dedication to the principles of selflessness and service. His commitment to exceeding the call of duty reflects his profound devotion to the community and the department. This year, Sergeant Heidt's actions exceeded expectations when he saved the life of a juvenile with autism, demonstrating compassion, quick thinking, and a deep commitment to protecting those in need. His leadership and integrity continue to inspire all those privileged to work alongside him. **I will give a brief synopsis of the incident.**

Officer of the Year Award

Recipient: Natasha Wildeman-Stuart

Presented to Senior Officer Natasha Wildeman-Stuart for her outstanding performance, dedication, and commitment to excellence throughout the year. Her professionalism, proactive approach, and contributions to the department and community have set the standard for law enforcement officers. Additionally, her achievement in obtaining her Drug Recognition Expert (DRE) certification showcases her dedication to advanced training and her role as a leader in traffic and drug enforcement. In 2024, Senior Officer Wildeman-Stuart made 24 arrests related to impairment. "This does not include the numerous times she has assisted other officers at our agency and with our fellow brothers and sisters from surrounding agencies, serving as a breath test operator and a DRE (Drug Recognition Expert)." (*Sgt. Brad Heidt*)

Drug Interdiction Excellence Award**Recipient: Kaleigh Richetti**

This is in recognition of Officer Kaleigh Richetti's exceptional efforts in combating drug-related crime. Her proactive enforcement, dedication, and skill in identifying and intercepting illegal narcotics have significantly contributed to the safety and well-being of our community. In 2024, Officer Richetti made 145 arrests and conducted 776 traffic stops.

Excellence in Professional Development Award**Recipient: K9 Officer Williams and K9 Star**

Awarded to K9 Officer Williams and K9 Star for their exceptional commitment to professional growth and teamwork through extensive training and certification in narcotics detection. Their dedication to enhancing their skills and effectiveness as a unit reflects their commitment to excellence. It elevates the standards of our department, making a tangible impact in the fight against illegal narcotics.

FUNDS REQUIRED:

ATTACHMENTS:

RECOMMENDATION:

ACTION:

CITY OF FRUITLAND PARK
AGENDA ITEM SUMMARY SHEET
Item Number: 3b

ITEM TITLE: 2025 Dave Robey Vetfest

MEETING DATE: Thursday, March 27, 2025

DATE SUBMITTED: Tuesday, March 20, 2025

SUBMITTED BY: city manager/police chief

BRIEF NARRATIVE: 2025 Dave Robey Vetfest Event Summary

The 2025 Dave Robey Vetfest, hosted by American Legion Post 219, was a resounding success, continuing its proud tradition of supporting the Fruitland Park Police Department. Over the past several years, Post 219 has organized this annual event, bringing together veterans, community members, and local organizations to honor those who have served our country and give back to the local community.

This year's Vetfest featured a variety of activities, including live music, food vendors, family-friendly games, and a heartfelt ceremony recognizing veterans and first responders. The event also provided an opportunity for attendees to connect with local resources and veteran support organizations.

All proceeds from the event were generously donated to the Fruitland Park Police Department. These contributions play a significant role in supporting departmental initiatives, enhancing public safety, and providing resources for officer wellness and training.

FUNDS REQUIRED:

ATTACHMENTS:

RECOMMENDATION:

ACTION:

**CITY OF FRUITLAND PARK
AGENDA ITEM SUMMARY SHEET
Item Number: 3c**

ITEM TITLE: Presentation

MEETING DATE: Thursday, March 27, 2025

DATE SUBMITTED: Thursday, March 10, 2025

SUBMITTED BY: (see below)

BRIEF NARRATIVE: Presentation:

3a Proclamation Recognizing John Mobilian for his Years of Service on the City Commission (city clerk)

FUNDS BUDGETED: None

ATTACHMENTS: Proclamation

RECOMMENDATION:

ACTION:



Proclamation

WHEREAS, John Mobilian made history one Tuesday night in November of 2018 when he won an election by defeating a fellow Villager for the District 2 seat on the City of Fruitland Park City Commission; and

WHEREAS, Commissioner Mobilian, a retired Federal Express Pilot, resides in the Village of Pine Hills; and

WHEREAS, Commissioner Mobilian was one of two Village residents to ever serve on the government body for the City of Fruitland Park; and

WHEREAS, Commissioner Mobilian describes himself as a fiscal conservative and entered his role as City Commissioner with the goal of bringing the same philosophy to the City. He also said it was important for Villages residents to elect someone who would have their best interests at heart; and

WHEREAS, throughout Commissioner Mobilian's term, he has served the City with dignity and integrity, even during the COVID-19 pandemic where the tough decision had to be made to close offices and change the way regular business was conducted; and

WHEREAS, Commissioner Mobilian took an active role in the process of approving the construction of a new Public Works Facility and a Public Safety Complex for the City of Fruitland Park; and

WHEREAS, Commissioner Mobilian has been a part of several projects in the City of Fruitland Park during his tenure, and has served as a liaison to the Metropolitan Planning Organization Board, where he initiated an email campaign regarding CR 466A Phase 3, which was sent to District 33 Representative Brett Hage; representing the interests of the City of Fruitland Park by advocating for funding on the CR 466A project; and

WHEREAS, Commissioner Mobilian has taken part a full recodification project for the City of Fruitland Park Code of Ordinances and Land Development Code, approved in June 2024; and

WHEREAS, Commissioner Mobilian, during his nearly six years in office, has remained committed to serving the citizens of Fruitland Park; and

WHEREAS, Commissioner Mobilian and his wife will be relocating outside of the District in which he has faithfully served the City of Fruitland Park, and has therefore resigned from the City Commission effective March 27, 2025; and

NOW, THEREFORE, BE IT PROCLAIMED that I "Chris Cheshire, Mayor of the City of Fruitland Park, Florida", on behalf of the city commissioners, staff and citizens, do hereby express appreciation on behalf of the City Commission and citizens of Fruitland Park, for the years of service that Commissioner John Mobilian gave to the City and its citizens.

DATED this 27th of March 2025.

Chris Cheshire, Mayor

Attest:

Gwen Keough-Johns, City Clerk

CITY OF FRUITLAND PARK
AGENDA ITEM SUMMARY SHEET
Item Number: 4a-c

ITEM TITLE: Draft Meeting Minutes, Resolution 2025-020 and Purchase of a Sewer Utility Crane Truck

MEETING DATE: Thursday, March 27, 2025

DATE SUBMITTED: Monday, March 17, 2025

SUBMITTED BY: (See below)

BRIEF NARRATIVE: Routine items and items not anticipated to be controversial are placed on the Consent Agenda to expedite the meeting. If a commissioner, staff member or member of the public wish to discuss any item, the procedure is as follows: (1) Pull the item(s) from the Consent Agenda; (2) Vote on remaining item(s), and (3) Discuss each pulled item separately and vote.

(a) **Regular Minutes** dated March 13, 2025 (city clerk)

(b) **Resolution 2024-020 Board Member Karen Manila** (city attorney/city manager)

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, APPOINTING THE CITY MANAGER TO SERVE ON THE BOARD OF DIRECTORS OF PUBLIC RISK MANAGEMENT OF FLORIDA; AND PROVIDING FOR AN EFFECTIVE DATE.

(c) **Approval of the Purchase of a Sewer Utility Crane Truck from Rush Truck Center, using Sourcewell Purchasing Cooperative Contract #032824-RTG for \$128,860**

FUNDS BUDGETED: None

ATTACHMENTS: Proposed Resolution 2025-020 (city clerk)

RECOMMENDATION: Approve the Consent Agenda

ACTION: Approve

**FRUITLAND PARK CITY COMMISSION REGULAR
MEETING MINUTES
March 13, 2025**

A regular meeting of the Fruitland Park City Commission was held at 506 W. Beckman Street, Fruitland Park, Florida 34731 on Thursday, March 13, 2025, at 6:00 p.m.

Members Present: Mayor Chris Cheshire, Vice Mayor Patrick DeGrave, Commissioner Joseph “Joey” Cosenza, and Commissioner John Mobilian

Members Absent: Commissioner Chris Bell

Also Present: City Manager Karen Manila, City Attorney Anita Geraci-Carver, City Treasurer Gary Bachman; Interim Police Chief Henry Rains; Human Resources Director John Klein; Administrative Manager Sharon Williams, Interim Community Development Director Michael Rankin, Public Works Director Robb Dicus, and Police Lieutenant Hilberer, Sergeant Hedit, Sergeant Flanary, Sergeant Corman, SRO Poesie, Detective Festa, Officer Richetti and Officer Heffler.

Total Attending: 30

1. CALL TO ORDER, INVOCATION, AND PLEDGE OF ALLEGIANCE

After Mayor Cheshire called the meeting to order, Pastor Greg Yarborough of Trinity Assembly, gave the invocation and Interim Police Chief Rains led in the Pledge of Allegiance to the flag.

ACTION: No action was taken.

2. ROLL CALL

After Mayor Cheshire called the meeting to order and announced the decorum for this evening’s meeting, he requested that Ms. Johns call the roll where a quorum was declared present.

ACTION: No action was taken.

3. CONSENT AGENDA

(a) Approval of Minutes – February 27, 2025, Regular Meeting.

ACTION: 6:01:51 p.m. **A motion was made by Vice Mayor DeGrave and seconded by Commissioner Mobilian that the city commission approve the minutes of February 27, 2025, as presented. The motion carried by a unanimous vote.**

4. REGULAR AGENDA

(a) Resolution 2025-017 Audit Selection Committee Sunset

Ms. Geraci-Carver read into the proposed Resolution 2025-017, the substance of which is as follows:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, TO SUNSET THE AUDIT COMMITTEE PREVIOUSLY ESTABLISHED BY THE ADOPTION OF RESOLUTION 2024-058; THE AUDIT COMMITTEE HAS ACCOMPLISHED THE PURPOSE FOR WHICH IT WAS CREATED AND PROVIDING FOR AN EFFECTIVE DATE.

ACTION: A motion was made by Commissioner Mobilian and seconded by Vice Mayor DeGrave that the city commission adopt Resolution 2025-017 as previously cited.

Mayor Cheshire called for a roll call vote on the motion and declared it carried unanimously.

5. PUBLIC HEARING – There were none.

6. QUASI-JUDICIAL PUBLIC HEARING – There were none.

7. (a) City Manager

City Manager Manila distributed coordination information about the upcoming parade and BBQ Cookoff. She also announced that there would be a reception on March 27, 2025, to show the City's appreciation to Commissioner John Mobilian for his years of service on the City Commission.

(b) City Attorney

i. **Wayne Goodridge and Tammy Goodridge v. City of Fruitland Park, Lake County Case No. 2022-CA-1628** – Ms. Geraci-Carver did not have any additional updates.

ii. **Linda Harold v. City of Fruitland Park, Lake County Case No. 2025-CA-000116** – Ms. Geraci-Carver did not have any additional updates.

9. UNFINISHED BUSINESS

There was no unfinished business to come before the city commission at this time.

ACTION: No action was taken.

10. PUBLIC COMMENTS

Mitchell Langley, 101 S Valley Road, spoke about Interim Police Chief Rains. He asked why Chief Rains was still an interim and encouraged the City to make him the permanent Police Chief.

Stephen Gregg, 700 Nuzum Street, spoke to the City Commission about being involved in the community.

11. COMMISSIONERS' COMMENTS

(a) Commissioner Cosenza

ACTION: Nothing to report.

(b) Commissioner Mobilian

ACTION: Nothing to report.

(c) Commissioner Bell

Commissioner Bell was absent from the meeting at this time.

(d) Vice Mayor DeGrave

ACTION: Nothing to report.

12. MAYOR'S COMMENTS

a. Dates to Remember

Mayor Cheshire announced the following events:

Tuesday, March 25 th	Beer & Cheese Tasting 4:30 p.m. – 6:00 p.m. Library
Thursday, March 27 th	City Commission Meeting
Friday, March 28 th	Friday Night Street Party 6:00 p.m. – 9:00 p.m.
Saturday, March 29 th	Fruitland Park Day 10:00 a.m. – 3:00 p.m.

13. ADJOURNMENT

The meeting adjourned at 6:12 p.m.

Gwen Keough-Johns, Interim City Clerk

Chris Cheshire, Mayor

CITY OF FRUITLAND PARK
AGENDA ITEM SUMMARY SHEET
Item Number: 4B

ITEM TITLE: Public Risk Management Board

MEETING DATE: Appointment **Thursday**, March 27, 2025

DATE SUBMITTED: **Tuesday**, March 18, 2025

SUBMITTED BY: City Manager/Human Resources Director

BRIEF NARRATIVE:

On December 14, 2023, the City Commission, by Resolution No. 2023-076, approved Gary La Venia, City Manager, to continue serving as the City of Fruitland Park's representative on the Board of Directors of Public Risk Management of Florida, and John Klein, Human Resources Director, to serve as alternate.

Since that time, Gary La Venia has retired and Karen Manila has been appointed as the City Manager. It would be appropriate to appoint Ms. Manila to serve as the City's representative on the Board of Directors of Public Risk Management of Florida while continuing to allow John Klein, Human Resources Director, to serve as alternate.

FUNDS REQUIRED: None

ATTACHMENTS: None

RECOMMENDATION: Approval of Resolution No. 2025-020.

ACTION:

RESOLUTION 2025-020

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, APPOINTING THE CITY MANAGER TO SERVE ON THE BOARD OF DIRECTORS OF PUBLIC RISK MANAGEMENT OF FLORIDA; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Fruitland Park has entered into an agreement with Public Risk Management of Florida for the provision of insurance coverage consistent with the proposal and findings entitled Risk Management Review and Property & Casualty Insurance Coverage submitted by Public Risk Management of Florida for the Effective period of 10/1/2024-10/1/2025; and

WHEREAS, the Commission has previously appointed the City Manager to serve as the board member; and

WHEREAS, it is the City Commission's desire to appoint the current Human Resources Director to serve as the City's alternate.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA:

1. Karen Manila, City Manager, shall serve as the City of Fruitland Park's representative on the Board of Directors of Public Risk Management of Florida, and John Klein, Human Resources Director, shall continue to serve as the alternate.
2. This resolution shall take effect immediately upon its final adoption by the City Commission of the City of Fruitland Park, Florida.

PASSED AND RESOLVED this 27th day of March 2025, by the City Commission of the City of Fruitland Park, Florida.

Chris Cheshire, Mayor
City of Fruitland Park

Attest:

Gwen Johns, BS, MMC
City Clerk

Mayor Cheshire _____ (Yes), _____ (No), _____ (Abstained), _____ (Absent)
Vice Mayor DeGrave _____ (Yes), _____ (No), _____ (Abstained), _____ (Absent)
Commissioner Cosenza _____ (Yes), _____ (No), _____ (Abstained), _____ (Absent)
Commissioner Bell _____ (Yes), _____ (No), _____ (Abstained), _____ (Absent)
Commissioner Mobilian _____ (Yes), _____ (No), _____ (Abstained), _____ (Absent)

Approved as to form and legality:

Anita Geraci-Carver, City Attorney

CITY OF FRUITLAND PARK
AGENDA ITEM SUMMARY SHEET
Item Number: 4c

ITEM TITLE: Approve Purchase of Sewer Utility Crane Truck From Rush Truck Center Using Sourcewell Purchasing Cooperative contract # 032824-RTG for \$128,860.

MEETING DATE: March 27, 2025

DATE SUBMITTED: March 21, 2025

SUBMITTED BY: city manager/public works director

BRIEF NARRATIVE: This agenda item is seeking approval for the purchase of a 2024 Ford F450 truck that is upfitted with a utility body bed and attached 16-foot telescoping crane from Rush Truck Centers in Orlando. This purchase is being made under Sourcewell Purchasing Cooperative contract # 032824-RTG which fulfills our competitive bid requirements.

The new truck will replace a 2008 Ford F-450 crane truck. The current truck is 17 years old and has frequent issues requiring it to be out of service while in the shop for repairs. Having this truck readily available is essential. It is used to tow heavy equipment used in daily operations. It is also essential to have the crane available for lift station and utility repairs. Additionally, the current truck does not have the bumper pull towing capacity to safely tow the fully loaded vactron. The new F-450 has a bumper pull towing capacity of 22,000 lbs. making the towing of that piece of equipment safer. The 2008 truck will be retained as a backup for the new truck as the crane on it will still be useful for lift station repairs.

The new truck purchase is included in the FY 2024/25 adopted budget for \$150,000 under capital outlay 300-540-541-60640. The budget is sufficient to cover the cost of the truck as well as the installation of safety lighting that is estimated at \$3,000.

FUNDS BUDGETED: \$150,000 - 300-540-541-60640

ATTACHMENTS: Ford manufacturing window sticker
Knapheidi utility bed and crane upfit quote
Rush Truck Centers customer proposal letter
Sourcewell contract #032824-RTG Quote
Sourcewell Contract

RECOMMENDATION: Approval

ACTION TO BE TAKEN: **Approve Purchase of Sewer Utility Crane Truck
From Rush Truck Center**

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ford.com

VEHICLE DESCRIPTION
SUPER DUTY
2024 F450 4X4 REG CHASSIS
XL 169" WB CHASSIS CAB
6.7L POWER STROKE V8 DIESEL
10-SPEED AUTO TORQSHIFT

RD A05130
EXTERIOR
OXFORD WHITE
INTERIOR
MEDIUM DARK SLATE VINYL

STANDARD EQUIPMENT INCLUDED AT NO EXTRA CHARGE

EXTERIOR

- HEADLAMPS - AUTOLAMP (ON/OFF)
- HEADLAMPS - WIPER ACTIVATED
- MIRRORS - HTD, PWR GLASS/ MANUAL-FOLD/TURN SIGNALS
- ROOF CLEARANCE LIGHTS
- TOW HOOKS
- TRAILER BRAKE CONTROLLER
- TRAILER SWAY CONTROL
- TRAILER TOW WIRE HARNESS
- WIPERS- INTERMITTENT

INTERIOR

- 4.2" PRODUCTIVITY SCREEN
- AIR COND, MANUAL FRONT
- BLACK VINYL FLOOR COVERING
- OUTSIDE TEMP DISPLAY
- PARTICULATE AIR FILTER
- POWER LOCKS AND WINDOWS
- STEERING:TILT/TELESCOPE, CRUISE & AUDIO CONTROLS
- UPFITTER SWITCHES

FUNCTIONAL

- 4-WHEEL ANTILOCK BRAKE SYS
- FORDPASS™ CONNECT 5GWI-FI HOTSPOT TELEMATICS MODEM
- HILL START ASSIST
- JEWEL EFFECT HEADLAMPS
- REMOTE KEYLESS ENTRY
- STABILIZER BAR, FRONT/REAR
- SYNC®4 W/8" SCREEN

SAFETY/SECURITY

- ADVANCETRAC™ WITH RSC®
- AIRBAGS - SAFETY CANOPY®
- BELT-MINDER CHIME
- DRIVER/PASSENGER AIR BAGS
- SECURILOCK® ANTI-THEFT SYS
- SOS POST-CRASH ALERT SYS™

WARRANTY

- 3YR/36,000 BUMPER / BUMPER
- 5YR/60,000 POWERTRAIN
- 5YR/60,000 ROADSIDE ASSIST
- 5YR/100,000 DIESEL ENGINE

INCLUDED ON THIS VEHICLE
OPTIONAL EQUIPMENT/OTHER
PREFERRED EQUIPMENT PKG.650A
6.7L POWER STROKE V8 DIESEL
10-SPEED AUTO TORQSHIFT
225/70R19.5G TRACTION TIRES
4.10 RATIO LIMITED SLIP AXLE
FRONT LICENSE PLATE BRACKET
PLATFORM RUNNING BOARDS
16500# GVWR PACKAGE
ENGINE BLOCK HEATER
50 STATE EMISSIONS
SPARE TIRE AND WHEEL DELETE
CENTER HIGH MOUNT STOP LAMP
JACK
DUAL BATTERY
REAR VIEW CAMERA & PREP KIT
XL CHROME PACKAGE
.FOG LAMPS
.REMOTE START SYSTEM

(MSRP)
9,995.00
NO CHARGE
190.00
395.00
NO CHARGE
320.00
100.00
NO CHARGE
85.00
NO CHARGE
55.00
NO CHARGE
415.00
225.00

PRICE INFORMATION
BASE PRICE \$55,820.00
TOTAL OPTIONS/OTHER 11,610.00
TOTAL VEHICLE & OPTIONS/OTHER 67,430.00
DESTINATION & DELIVERY 1,995.00

(MSRP)

RAMP ONE

RA14

RAMP TWO

RAIL

ITEM #:

24-D461 O/T 59

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SPECIAL ORDER
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This label is affixed pursuant to the Federal Automobile Information Disclosure Act. Gasoline, License, and Title Fees, State and Local taxes are not included. Dealer installed options or accessories are not included unless listed above.

EPA DOT Fuel Economy and Environment

FUEL ECONOMY RATINGS NOT REQUIRED ON THIS VEHICLE

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Calculate personalized estimates and compare vehicles



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F-SERIES™
AMERICA'S BEST SELLING TRUCKS

The FordPass™ Connect modem is active and sending vehicle data (e.g., diagnostics) to Ford.** See in-vehicle settings for connectivity options.

*Based on 1977–2023 CY total sales.
**FordPass Connect (optional on select vehicles), the FordPass App and complimentary Connected Service are required for remote features (see FordPass Terms for details). Connected service and features depend on compatible AT&T network availability. Evolving technology/cellular networks/vehicle capability may limit functionality and prevent operation of connected features. Connected service excludes Wi-Fi hotspot.

1FDUF4HT4RDA05130



 **WARNING:** Operating, servicing and maintaining a passenger vehicle, pickup truck, v vehicle can expose you to chemicals including engine exhaust, carbon monoxide, phl lead, which are known to the State of California to cause cancer and birth defects or other reproductive harm. To minimize exposure, avoid breathing exhaust, do not idle the engine except as necessary, service your vehicle in a well-ventilated area and wear gloves or wash your hands frequently when servicing your vehicle. For more information go to www.P65Warnings.ca.gov/passenger-vehicle.

For more apply. Text HELP for help.

www.ford.com/help/privacy-terms/



Customer: RUSH TRUCK CENTER-DIVERSIFIED
2350 DIVERSIFIED WAY
ORLANDO FL 32804

Contact:

Phone: 800-432-0811
Fax: 1-407-298-1850

Enduser:

Make: FORD	Model:	Year:	Single/Dual: DRW
Cab Type:	Wheelbase:	Cab-to-Axle: 84.0	VIN: 1FDUF4HT4RDA05130

QTY	PART NUMBER	DESCRIPTION	UNIT PRICE	AMOUNT
1		Standard Service body installed and painted white.	\$28,347.00	\$28,347.00
1	KNAP 6132D54-CRK	PRICES INCLUDE THE FOLLOWING STANDARD FEATURES: 40" HIGH SIDE PACKS 14-GAUGE TWO-SIDED A-40 GALVANNEAL STEEL SHELL EXCLUSIVE "RETURN FLANGE" FLOOR 20-GAUGE TWO-SIDED A-40 GALVANNEAL STEEL COMPARTMENT DOORS NEOPRENE COMPARTMENT DOOR SEALS CONTINUOUS STAINLESS STEEL HINGES AUTOMOTIVE QUALITY ROTARY-STYLE LATCHES ADJUSTABLE SECURITY DOOR RING STRIKERS INTERIOR LATCH COVERS DOUBLE-SPRING OVER-CENTER DOOR RETAINER 250-LB CAPACITY ADJUSTABLE SHELVES OEM SPECIFIC INSTALLATION KITS-(MUST BE ORDERED SEPARATELY) SLAM LOCK TAILGATE INTERIOR LIGHT GUARDS SURFACE MOUNT REAR LIGHTS, LED S/T/T & B/U, BUILT IN REFLECTIVITY, UPGRADABLE (8) PATTERN STROBES-(MUST BE ORDERED SEPARATELY) ELECTRODEPOSITION PRIME PAINT * TWO (2) ADJUSTABLE DIVIDER SHELVES & DIVIDERS, STREET & CURB SIDE FRONT VERTICAL COMP. * TWO (2) ADJUSTABLE DIVIDER SHELVES & DIVIDERS, STREET AND CURB SIDE SECOND FRONT VERTICAL COMP. * ONE (1) ADJUSTABLE DIVIDER SHELF & DIVIDERS, STREET AND CURB SIDE FULL HEIGHT REAR VERTICAL COMPARTMENT * ONE (1) ADJUSTABLE DIVIDER SHELF & DIVIDERS, CURB SIDE HORIZONTAL COMPARTMENT * AUTOMOTIVE QUALITY ROTARY LATCHES & GAS SPRING DOOR RETAINERS ON ALL VERTICAL DOORS, ONE (1) 12" SLAM TAILGATE * LIGHT MOUNTING HOLES FOR KNAPHEIDE LIGHTS CRK = CRANE REINFORCEMENT KIT, INSTALLED (NO HOLES) NOTE: CORNER MOUNTED CRANE KIT FOR CURBSIDE REAR COMPARTMENT AND RATED FOR CRANES UP TO 4,000 LBS. CAPACITY (16,000 FT-LBS. MAXIMUM). COMPATIBLE CRANES ARE THE AUTOCRANE EC-2X, EHC-3, EHC-4		



QTY	PART NUMBER	DESCRIPTION	UNIT PRICE	AMOUNT
		(RECT. BASE), IMT 3203I/1015 OR VENTURO DT7K.		
2	DUPO 15305S	CENTARI PRO ACTIVATOR (MEDIUM)		
2	DUPO 15385S	PAINT REDUCER		
5	DUPO 15P85002	CENTARI PRO WHITE TOPCOAT		
2	SHER SW212	REDUCER MEDIUM		
12	MISC SUPPLIES	SUPPLY ITEMS		
25	PAIN MAT	PAINTING MATERIALS		
51	KNAP 12221958	DOOR SEAL (PRICED PER FOOT - SOLD IN 500 FT INCREMENTS) - LOOSE		
1	EWB 6807-7WY-EXT	28"7 WAY HARNESSEXTENSION		
1	EWB 20170980	KNAP S/B WIDE BODY LIGHT 2020		
1	KNAP 20128850	LED SURFACE MOUNT STOP/TURN/TAIL LIGHTS FOR STEEL SERVICE BODY (80" & WIDER BODY ALSO ORDER 20170980) - LOOSE		
1	KNAP 20095530	FORD 60", 84", 108", OR 120" CA,2017 & NEWER, QUICK MOUNT KIT FOR 6" UNDERSTRUCTURE - LOOSE		
1	KNAP 77007987	OUTRIGGER RECEIVER BUMPER FOR SERVICE BODIES WITH CRANE REINFORCEMENT KIT - ALL EXCEPT RAM - INSTALLED		
1	KNAP 77013050	CRANE REINFORCEMENT KIT FOR STELLAR 3315 / 4420 / 4421 / EC3200 / EC4000 / EC2K-P		
1	KNAP 35346424	2023 FORD CAB CHAS FASFLSH KIT		
1	STEL 12646S	Outrigger manual out / crank MAN OUT & DOWN		
1	JOSA SPRING WORK	SPRING WORK		
1		CRANE	\$27,231.83	\$27,231.83
1	STEL 50227S	EC4000 16' TELESCOPIC CRANE 16 12 VOLT CRANE WITH 16' REACH		
1	STEL 43949	BOOM SUPPORT		
1	STEL 52507	FIXED FLAT BOOM SUPPORT 14.38 EC4/5/6000		
1	BUYE CB150PB	CIRCUIT BREAKER 150 AMP MANUAL		
1	BUYE SW700	SWITCH W/FACE PLATE		
1	KTEC CRK STABILITY	CRANE STABILITY TEST		
1	KTEC OEM CAMERA	OEM CAMERA	\$280.00	\$280.00
1	MISC DELIVERY-B	DELIVERY - OUT OF LOCAL AREA	\$50.00	\$50.00
1	KTEC LED 8 COMPT	8 COMPARTMENT LED LIGHTS	\$1,473.90	\$1,473.90
6	BUYE 5623654	36" LED LIGHT		



QTY	PART NUMBER	DESCRIPTION	UNIT PRICE	AMOUNT
2	BUYE 5624872	"48 LED LIGHT		
1	KTEC-UB132CATOP-CP-K	SPRAY LINER - 11' UTILITY BODY CARGO AREA AND COMPARTMENT TOPS	\$1,377.00	\$1,377.00
30	CHEM 7025-A-30000-D5	7025-A-30000-D55ROH		
30	CHEM 7025-B-20000-S0	7025-B-20000-S08-D55BOH		
1	LAB LINER	SPRAYLINER HOURS		
1	KTEC-UB INST BMPR-K	SPRAY LINER - UTILITY BODY BUMPER - EXISTING BUMPER (PRE-INSTALLED)	\$432.50	\$432.50
7	CHEM 7025-A-30000-D5	7025-A-30000-D55ROH		
7	CHEM 7025-B-20000-S0	7025-B-20000-S08-D55BOH		
1	LAB LINER	SPRAYLINER HOURS		
1	CHASSIS REASSIGN	CHASSIS REASSIGNMENT		

Quote Total: **\$59,192.23**

Discount: **(\$240.00)**

Total Due(Sales tax not included): **\$58,952.23**

The following options may be added:

QUANTITY	DESCRIPTION	PRICE EACH	AMOUNT	ADD TO QUOTE
1	BACK UP ALARM 97DB STD.	\$105.00	\$105.00	Yes / No
1	4 CORNER CLEAR LED STROBES	\$844.00	\$844.00	Yes / No
4	LED SINGLE CORNER CLEAR			Yes / No
1	ROAD READY KIT	\$148.00	\$148.00	Yes / No
1	EMERGENCY KIT W/RED POLY BOX Fire extinguisher 3 20-min flares 3 triangles Deluxe First Aid Kit			Yes / No
1	FIRST AID KIT FOR ROAD READY KIT			Yes / No
1	CAB GUARD CENTER SECTION 54" WIDE FOR STANDARD AND F40 SERVICE BODIES - POWDER COAT KNAP WHITE -	\$1,072.97	\$1,072.97	Yes / No
1	CAB GUARD LEFT WING KIT FOR STANDARD SERVICE BODIES - POWDER COAT KNAP WHITE - LOOSE	\$387.72	\$387.72	Yes / No



QUANTITY	DESCRIPTION	PRICE EACH	AMOUNT	ADD TO QUOTE
1	CAB GUARD RIGHT WING KIT FOR STANDARD SERVICE BODIES - POWDER COAT KNAP WHITE	\$387.72	\$387.72	Yes / No
1	CTECH 6 DRAWER UNIT (3-3", 2-5", 1-7"), 28.0"W X 29.8"H X 17.5"D	\$2,658.93	\$2,658.93	Yes / No
1	4 TO 7 WAY PLUG	\$188.18	\$188.18	Yes / No
1	MASTER LOCKING SYSTEM 132" SERVICE BODIES, 30 CRANE BODIES, 6127D-RT, 6121HC, 6133HC, 6109BHC, 6127BHC & 6133BHC LINE BODIES, 6129-FT/RP - INSTALLED	\$631.59	\$631.59	Yes / No
1	12" GRAB HANDLE, STREET SIDE REAR END PANEL - INSTALLED	\$141.13	\$141.13	Yes / No
1	12" GRAB HANDLE, CURB SIDE REAR END PANEL - INSTALLED	\$141.13	\$141.13	Yes / No
1	CARGO TIE DOWNS, SIX - INSTALLED	\$404.21	\$404.21	Yes / No

Notes:
1FDUF4HT4RDA05130 OTG
2024 F-450 84CA DRW DIESEL 4X4

This Quote is subject to the following terms and conditions:

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Rush Truck Center, Orlando Light & Medium Duty

2350 Diversified Way

Orlando, FL 32804

407-581-8000

Customer Proposal Letter

CITY OF FRUITLAND PARK
506 W BECKMAN ST
FRUITLAND PARK 347131

Thank you for trusting us with your business. Please review the proposal below, and if you approve, sign and return to us at your convenience. We look forward to working with you and will continue to do our best to earn your trust now and in the future.

VEHICLE INFORMATION

Year	2024	Make	Ford	Model	F-450	Stock #	1762562	Serial #	1FDUF4HT4RDA05130
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Quantity		Total
Truck Price per Unit	\$ 128,377.00	\$ 128,377.00
F.E.T. (Factory & Dealer Paid)	\$ 0.00	
Net Sales Price	\$ 128,377.00	\$ 128,377.00
Optional Extended Warranty(ies)		
State Sales Tax		
Registration Fee	\$ 450.00	\$ 450.00
Electronic Filing	\$ 24.00	\$ 24.00
Battery Disposal Fee	\$ 3.00	\$ 3.00
Tire Recycling Program	\$ 6.00	\$ 6.00
Total Sales Price	\$ 128,860.00	\$ 128,860.00
Trade Allowance (see DISCLAIMER Below)		
Deposit / Down Payment		
Unpaid Balance Due on Delivery	\$ 128,860.00	\$ 128,860.00

Sales Representative

Signature _____

Wade Allicock

Printed Name _____

Date _____

Purchaser

Signature _____

Printed Name / Title

Date _____

Accepted by Sales Manager
or General Manager

Signature _____

Printed Name _____

Date _____

Quote good until 4/12/2025

Note: The above Customer Proposal is a quotation only. Sale terms subject to approval of Sales Manager of Dealer.

DISCLAIMER: Any order based on this Proposal is subject to Customer executing Dealer's standard form Retail Sales Order and other required documents incorporating the above terms. Any documentary fees, FET, state tax, title, registration and license fees subject to adjustment and change. This Proposal is based upon Dealer's current and expected inventory, which is subject to change. Dealer is not obligated to retain any specific vehicles in stock, nor maintain any specific inventory levels. Dealer shall not be obligated to fulfill Proposal in event quoted vehicle(s) is not in stock or available within requested delivery schedule. **Manufacturer has reserved the right to change the price to Dealer of any vehicle not currently in Dealer's stock, without notice to Dealer. If a vehicle identified in this Proposal is not currently in Rush's stock at the time an order is placed by the Customer, Dealer reserves the right to change the vehicle price at any time to reflect any price increases imposed by the Manufacturer.** Dealer shall not be liable for any delay in providing or inability to provide Quoted Vehicle(s). Above listed Trade Value based upon current appraisal of Trade Vehicle(s). Dealer may adjust Trade Value of Trade Vehicle(s) to reflect changes in condition and/or mileage of Trade Vehicle(s) between date of current appraisal and acceptance of the Trade Vehicle by Customer.

(1) Includes subscription period for # of specified months. (2) Customer's use of RushCare Service is governed by the RushCare User Agreement located at <https://www.rushtruckcenters.com/rushcare-user-agreement>. (3) Customer's use of Telematics Services is governed by separate 3rd party license terms and Rush is not liable for the Telematic Service. (4) Gap Coverage is provided and administered by an independent 3rd party provider under a separate contract directly between Customer and the 3rd party provider.

**Solicitation Number: RFP #032824****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Rush Truck Centers of Texas, L.P., 555 IH-35 South Ste. 500, New Braunfels, TX 78130 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Class 4-8 Chassis and Cabs with Related Equipment, Accessories, and Services from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities located in the United States that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.

EXPIRATION DATE AND EXTENSION. This Contract expires July 9, 2028, unless it is cancelled sooner pursuant to Article 22. This Contract allows up to three additional one-year extensions upon the request of Sourcewell and written agreement by Supplier. Sourcewell retains the right to consider additional extensions beyond seven years as required under exceptional circumstances.

B. **SURVIVAL OF TERMS.** Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

A. **EQUIPMENT, PRODUCTS, OR SERVICES.** Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. **WARRANTY.** Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, subject to the Notice of Security Interest attached hereto as Exhibit A for Participating Entities with deferred payment terms. Any warranties on any Equipment and Products sold by Rush are limited only to any printed warranty provided by the applicable manufacturer of the Equipment or Product. Supplier agrees to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Supplier warrants that all services performed by Supplier for a Participating Entity, including repair, maintenance, and installation services ("Services"), will be performed in a good and workmanlike manner in accordance with industry standards ("Services Warranty"). The Services Warranty is valid for a period of ninety (90) days from the date the Service is completed.

C. **DEALERS, DISTRIBUTORS, AND/OR RESELLERS.** Equipment, Products and Services will be offered for sale to Participating Entities through Supplier and its affiliates as stated in Supplier's Proposal. Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered

Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

Supplier must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

B. **SALES TAX.** Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. **HOT LIST PRICING.** At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Supplier Development Administrator. This approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Change Request Form will become an amendment to this Contract and will be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities located in the United States that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM. Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum, the terms of which will be negotiated directly between the Participating Entity and the Supplier or its authorized dealers, distributors, or resellers, as applicable. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. SPECIALIZED SERVICE REQUIREMENTS. In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. TERMINATION OF ORDERS. Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

E. **GOVERNING LAW AND VENUE.** The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. **PRIMARY ACCOUNT REPRESENTATIVE.** Supplier will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. **BUSINESS REVIEWS.** Supplier must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, performance issues, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. **CONTRACT SALES ACTIVITY REPORT.** Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcewell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;

- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Supplier will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. AUDIT. Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Contract are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the

end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. ASSIGNMENT. Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

C. AMENDMENTS. Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

D. WAIVER. Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

E. CONTRACT COMPLETE. This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. RELATIONSHIP OF THE PARTIES. The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. INDEMNITY AND HOLD HARMLESS

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, brought or alleged by unaffiliated third parties arising out of any negligent act or omission in the performance of this Contract by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by the negligent act or omission of Supplier relating to the Equipment, Products, or Services provided by Supplier under this Contract. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

12. GOVERNMENT DATA PRACTICES

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell

under this Contract and as it applies to all data created, collected, received, maintained, or disseminated by the Supplier under this Contract.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:

- a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.
- b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.

2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. *Use; Quality Control.*

- a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.
- b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. *Termination.* Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. **PUBLICITY.** Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. **MARKETING.** Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. **ENDORSEMENT.** The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

14. GOVERNING LAW, JURISDICTION, AND VENUE

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. **PERFORMANCE.** During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed

work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

B. **DEFAULT AND REMEDIES.** Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. **REQUIREMENTS.** At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

\$500,000 each accident for bodily injury by accident

\$500,000 policy limit for bodily injury by disease

\$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage
\$1,000,000 Personal and Advertising Injury
\$2,000,000 aggregate for products liability-completed operations
\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

\$1,000,000 each accident, combined single limit

4. *Umbrella Insurance.* During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

\$2,000,000

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. **WAIVER OF SUBROGATION.** Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. **UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION.** The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. **LAWS AND REGULATIONS.** All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. **LICENSES.** Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the

procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier’s Equipment, Products, or Services with United States federal funds.

A. **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 C.F.R. § 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference.

B. **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

C. **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708).** Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5).

Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Supplier certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring

solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

M. FEDERAL SEAL(S), LOGOS, AND FLAGS. The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. NO OBLIGATION BY FEDERAL GOVERNMENT. The U.S. federal government is not a party to this Contract or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS. The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. FEDERAL DEBT. The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. CONFLICTS OF INTEREST. The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

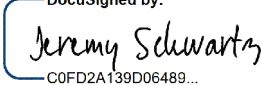
T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

22. CANCELLATION

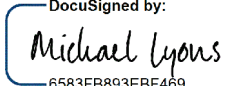
Sourcewell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell

Rush Truck Centers of Texas, L.P.

DocuSigned by:

C0FD2A139D06489...

By: _____
Jeremy Schwartz
Title: Chief Procurement Officer
Date: 7/16/2024 | 5:23 PM CDT

DocuSigned by:

6583FB893EBF469...

By: _____
Michael Lyons
Title: Associate General Counsel
Date: 7/16/2024 | 4:41 PM CDT

Exhibit A

Notice of Security Interest

Notice Regarding Security Interest and Payment of Purchase Price

1. BMO Harris Bank N.A. or Navistar Capital (collectively, "Bank") financed or will finance the acquisition of each vehicle that Rush Enterprises, Inc. and its subsidiaries ("Rush") will in turn sell to you on deferred payment terms ("Vehicle"). Bank's agreement with Rush requires that Bank's security interest in each Vehicle continue until Bank receives the full amount that Bank financed for such Vehicle. Based on that agreement, your purchase of a Vehicle will be subject to Bank's prior, unrelinquished security interest, which will continue until Bank receives the total amount that Bank financed for such Vehicle.
2. By written notice to you, Bank may require you to pay the purchase price for Vehicles directly to Bank. If you pay any portion of the purchase price for a Vehicle directly to Bank, Rush will credit such payment(s) against the amount you owe to Rush.

RFP 032824 - Class 4-8 Chassis and Cabs with Related Equipment, Accessories, and Services

Vendor Details

Company Name: Rush Enterprises

Does your company conduct business under any other name? If yes, please state: Rush Truck Centers of Texas, LP

Address: 555 IH 35 S.
New Braunfels, Texas 78130

Contact: Colton Kruse

Email: krusec@rushenterprises.com

Phone: 830-302-5200 5219

HST#: 74-2786264

Submission Details

Created On: Saturday March 23, 2024 12:59:22

Submitted On: Thursday March 28, 2024 14:25:34

Submitted By: Colton Kruse

Email: krusec@rushenterprises.com

Transaction #: 2a729aea-e652-4465-b1a3-ec0fab14dedf

Submitter's IP Address: 155.190.8.4

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *	
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	Rush Truck Centers of Texas, L.P.	*
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	Rush Truck Centers of Texas, L.P. (RTC Texas) is a limited partnership formed in the state of Texas. Rush Truck Centers of Texas, L.P. has two partners: Rushtex, Inc. (a Delaware corporation) is the General Partner and Rushco, Inc. (a Delaware corporation) is the Limited Partner. Rushtex, Inc. and Rushco, Inc. are wholly owned subsidiaries of Rush Enterprises, Inc. Rush Enterprises, a public company traded on NASDAQ under the symbols RUSHA and RUSHB, began operations in Texas in 1965. Rush Enterprises operates its dealer network through state-based legal entities. A separate legal entity has been established for each state in which Rush operates, each of which is a wholly-owned subsidiary of Rush Enterprises. The following is a list of affiliates of RTC Texas that will be utilized to serve Participating Dealers outside of Texas under a resulting contract: Rush Truck Centers of Alabama, Inc., Rush Truck Centers of Arizona, Inc., Rush Truck Centers of Arkansas, Inc., Rush MD Truck Centers of California, Inc., Rush Truck Centers of California, Inc., Rush Truck Centers of Colorado, Inc., Rush Truck Centers of Florida, Inc., Rush Truck Centers of Georgia, Inc., Rush Truck Centers of Idaho, Inc., Rush Truck Centers of Illinois, Inc., Rush Truck Centers of Indiana, Inc., Rush Truck Centers of Kansas, Inc., Rush Truck Centers of Kentucky, Inc., Rush Truck Centers of Missouri, Inc., Rush Truck Centers of Nevada, Inc., Rush Truck Centers of New Mexico, Inc., Rush Truck Centers of North Carolina, Inc., Rush Truck Centers of Ohio, Inc., Rush Truck Centers of Oklahoma, Inc., Rush Truck Centers of Tennessee, Inc., Rush Truck Centers of Utah, Inc., Rush Truck Centers of Virginia, Inc.	*
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	Rush Truck Center Phoenix, Rush Truck Center, Tucson, Rush Truck Center, Lowell, Rush Truck Center, Ceres, Rush Truck Center, Fontana Medium Duty, Rush Truck Center, Los Angeles, Rush Truck Center, San Diego, Rush Truck Center, Whittier, Rush Truck Center, Denver Medium Duty, Rush Truck Center, Denver, Rush Truck Center, Jacksonville, Rush Truck Center, Orlando, Rush Truck Center, Orlando Light & Medium Duty, Rush Truck Center, Orlando North, Rush Truck Center, Orlando South, Rush Truck Center, Atlanta, Rush Truck Center, Columbus, Rush Truck Center, Doraville, Rush Truck Center, Smyrna, Rush Truck Center, Tifton, Rush Int'l Truck Center, Boise, Rush Int'l Truck Center, Twin Falls, Rush Truck Center Bloomington, Rush Truck Center, Chicago Light & Medium Duty, Rush Truck Center, Elk Grove, Rush Truck Center, Olathe, Rush Truck Center, Springfield, Rush Truck Center, Las Vegas, Rush Int'l Truck Center, Charlotte, Rush Truck Center, Cincinnati, Rush Truck Center, Columbus, Rush Truck Center, Dayton, Rush truck Center, Oklahoma City, Rush Truck Center, Tulsa, Rush Truck Center, Memphis, Rush Truck Center, Amarillo, Rush Truck Center, Austin, Rush Truck Center, College Station, Rush Truck Center, Corpus Christi, Rush Truck Center, Dallas Light & Medium Duty, Rush Truck Center, Dallas Medium Duty, Rush Truck Center, El Paso, Rush Truck Center, Houston, Rush Truck Center, Houston Medium Duty, Rush Truck Center, Houston Northwest, Rush Truck Center, Laredo, Rush truck Center, Lubbock, Rush Truck Center, Pharr, Rush Truck Center, San Antonio, Rush Truck Center, Sealy, Rush Truck Center, Texarkana, Rush Truck Center, Waco, Rush Truck Center, Chester Other Rush locations that can support ancillary parts and service needs are: Rush Truck Center, Chicago, Rush Truck Center, Cleveland, Rush Truck Center, Colorado Springs, Rush Truck Center, Cotulla, Rush Truck Center, Dalhart, Rush Truck Center, Dallas, Rush Truck Center, Dallas South, Rush Truck Center, Effingham, Rush Truck Center, Farmington, Rush Truck Center, Flagstaff, Rush Truck Center, Fontana, Rush Truck Center, Fontana MD, Rush Truck Center, Fontana Vocational, Rush Truck Center, Ft. Worth, Rush Truck Center, Gainesville , Rush Truck Center, Gary, Rush Truck Center, Greeley, Rush Truck Center, Haines City , Rush Truck Center, Hickory, Rush Truck Center, Houston, Rush Truck Center, Houston MD, Rush Truck Center, Houston NW, Rush Truck Center, Huntley, Rush Truck Center, Idaho Falls , Rush Truck Center, Indianapolis, Rush Truck Center, Jacksonville East, Rush Truck Center, Jefferson City, Rush Truck Center, Joliet, Rush Truck Center, Jonesboro, Rush Truck Center, Joplin, Rush Truck Center, Kansas City , Rush Truck Center, Lake City, Rush Truck Center, Las Cruces, Rush Truck Center, Leviston, Rush Truck Center, Lima, Rush Truck Center, Long Beach, Rush Truck Center, Lufkin, Rush Truck Center, Macon, Rush Truck Center, Memphis West, Rush Truck Center, Mobile, Rush Truck Center, Nashville, Rush Truck Center, North Little Rock, Rush Truck Center, Odessa, Rush Truck Center, Ogden, Rush Truck Center, Olathe, Rush Truck Center, Otay Mesa, Rush Truck Center, Phoenix East, Rush Truck Center, Pontoon Beach, Rush Truck Center, Pueblo, Rush Truck Center, Quincy, Rush Truck Center, Richmond, Rush Truck Center, Russellville, Rush Truck Center, Saint Joseph, Rush Truck Center, Salina, Rush Truck Center, Salt Lake City, Rush Truck Center, Sedalia, Truck Center, Springfield IL, Rush Truck Center, Springville, Rush Truck Center, St. George ,Rush Truck Center, St. Peters, Rush Truck Center, Sylmar, Rush Truck Center, Tampa, Rush Truck Center, Topeka, Rush Truck Center, Tyler, Rush Truck Center, Valdosta, Rush Truck Center, Ventura, Rush Truck Center, Victoria, Rush Truck Center, Victorville, Rush Truck Center, West Plains, Rush Truck Center, Wichita, Rush Truck Center, Wichita Falls, Rush Truck Center, Yuma	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	RTC Dallas Light & Medium Duty - 9L0Y5/DBT5CJKUV7S3 RTC San Antonio - 8LKV5/N19JWEGVFM79 List of CAGE Codes/UEIs for all other Rush locations with a SAM account is available on request.	*
5	Proposer Physical Address:	555 IH 35 South Ste. 500 New Braunfels, Texas 78130	*
6	Proposer website address (or addresses):	www.rushtruckcenters.com	*
7	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Whitt Michael Senior Director of Medium Duty Sales 555 IH-35 South Ste. 500 New Braunfels, Texas 78130 michaelw@rushenterprises.com (830) 302-5242	*
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Colton Kruse National Account Sales Manager 555 IH-35 South Ste. 200 New Braunfels, Texas 78130 krusec@rushenterprises.com (830) 302-5219	*
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	N/A	

Table 2: Company Information and Financial Strength

Line Item	Question	Response *	
10	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	Rush Truck Centers of Texas, L.P. (RTC Texas) is a limited partnership formed in the state of Texas. Rush Truck Centers of Texas, L.P. has two partners: Rushtex, Inc. (a Delaware corporation) is the General Partner and Rushco, Inc. (a Delaware corporation) is the Limited Partner. Rushtex, Inc. and Rushco, Inc. are wholly owned subsidiaries of Rush Enterprises, Inc. Rush Enterprises, Inc. was founded in 1965 with (1) GMC dealership in Houston, Texas. Today we are publicly traded with over (140) locations representing (8) OEMs nationwide. Across those locations Rush Truck Centers employs over 8,000 people helping us to achieve an annual revenue of \$7.2B at the close of 2023. Rush Enterprises, is traded on NASDAQ under the symbols RUSHA and RUSHB. Productivity, fairness, positive attitude, excellence, and integrity are the core values that Rush Truck Centers pushes each employee to embody every day. We work to continually make sure that our sales, parts, service & admin teams have any and all tools necessary to accomplish this mission ultimately resulting in the best customer experience possible. At Rush Truck Centers, our business philosophy is to truly create a welcome atmosphere where our industry experts and can help customers purchase equipment and keep their equipment on the road. We aim to do that through top notch customer service, as well as expanding our national dealer network to add more locations to better service our customer base. We are always looking for opportunities to grow and expand.	+
11	What are your company's expectations in the event of an award?	If awarded, Rush Truck Centers intends to showcase the award to all of our municipal, education and not for profit customers. As our sales, parts & service teams go out and call on this business sector we will use our industry knowledge and experience to provide a single source solution option to the customer base. The capability of bringing the ease of purchase through the Sourcewell contract with the customer base while offering Rush's top tier industry experience will make this a win win for any of our clients.	+
12	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	Rush Truck Centers is publicly traded on the Nasdaq, in 2023 Rush Enterprises reported \$7.92B in revenue. We have attached our most recent SEC filing in the document upload section.	+
13	What is your US market share for the solutions that you are proposing?	The overall market share in 2023 for Rush Truck Centers was 6.2% of the Class 8 US Truck Market and 5.7% of the Class 4-7 US Truck Market.	+
14	What is your Canadian market share for the solutions that you are proposing?	Rush Truck Centers is not currently proposing a solution for the Canadian market.	+
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No	+
16	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	Rush Truck Centers is best described as a distributor/dealer/reseller for this proposal. Rush is a contracted franchisee of the specific manufacturers represented on this proposal.	+
17	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	The Rush entities listed in item 2 are licensed in each applicable state as a representative of the manufacturers presented in this proposal. In addition, we have franchise contracts in place with each of the manufacturers on this proposal.	+
18	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	Does not apply.	+

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *	
19	Describe any relevant industry awards or recognition that your company has received in the past five years	Rush Truck Centers has been recognized by each of the manufacturers represented for performance and customer service levels.	+
20	What percentage of your sales are to the governmental sector in the past three years	Approximately 15%, market dependent.	+
21	What percentage of your sales are to the education sector in the past three years	Approximately 5%, market dependent.	+
22	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	Buyboard both State & National & H-GAC comprise between 250-350 units per year for an annual revenue in 2023 of \$39.5MM.	+
23	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	Rush does not have any formal contracts in place with the GSA.	+

Table 4: References/Testimonials

Line Item 24. Supply reference information from three customers who are eligible to be Sourcwell participating entities.

Entity Name *	Contact Name *	Phone Number *	
City of Austin, Texas	Janet Opheim	(512) 978-2634	*
City of Euless, Texas	Kyle McAdams	(817) 685-1598	*
City of DeSoto, Texas	Wade Williams	(972) 230-5714	*
City of Cedar Hill, Texas	Kenneth Atkins	(972) 291-5126 ext. 2840	
City of Houston, Texas	Daniel Davis	(281) 740-8030	

Table 5: Top Five Government or Education Customers

Line Item 25. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
City of Austin	Government	Texas - TX	Provided chassis and bodied up equipment to the City of Austin.	108	\$21,700,396.98	*
City of Phoenix	Government	Arizona - AZ	Provided chassis and bodied up equipment to the City of Phoenix.	86	\$28,355,662.56	*
Virginia Department of Transportation	Government	Virginia - VA	Provided chassis and bodied up equipment to the Virginia Department of Transportation.	110	\$18,650,715.50	*
Illinois Department of Transportation	Government	Illinois - IL	Provided chassis and bodied up equipment to the the Illinois Department of Transportation.	104	\$14,934,920.93	*
Ohio Department of Transportation	Government	Ohio - OH	Provided chassis and bodied up equipment to the Ohio Department of Transportation.	78	\$8,835,185.02	*

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcwell participating entities across the US and Canada, as applicable.

Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *	
26	Sales force.	Rush Truck Centers has a nationwide truck sales staff of approximately 275 people who maintain direct contact with our customers. The sales team is supported by a team within each dealership that handles finance, title work, as well as other administrative duties so that the sales team can stay customer focused. Rush Truck Centers also maintains very close relationships with our vendors to provide new and used vehicles, as well as parts & service solutions to our customer base. This includes organizations like Knapheide Manufacturing, Federal Signal, Wabash, Morgan Corporation, and Reading Truck Body to name a few.	*
27	Dealer network or other distribution methods.	With over 140 locations across the nation, Rush's capability to service customers in the U.S. is unparalleled in the industry. Rush Truck Centers maintains \$350MM in on hand parts inventory nationwide. This provides the ability the move parts across the nation between our locations as needed. Beyond that, being a Hino, Dennis Eagle, Ford & Isuzu franchised dealer we also have the ability to utilize the overall OEM dealer network for warranty repairs & service should occasion call for it.	*
28	Service force.	Rush Truck Centers alone currently has over 1,400 technicians nationwide and over 350 outside parts and service personnel that actively work to keep our customer's equipment on the road. At Rush we work tirelessly to make sure that our technicians/service teams have the most up to date training, equipment, and tooling in an effort to minimize customer down time. Outside of the Rush dealer network, we also maintain very close relationships with our OEMs to make sure that our customers can be serviced anywhere in the nation.	*
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	Rush Truck Centers believes in a boots on the ground approach. We task our sales, parts & service teams to actively call on customers to understand their business and to provide solutions for the issues that they have. When a member of the sales team gains an opportunity to quote a Sourcwell member, the local salesperson will gather all of the details, and build a spec that will best work for the customer based on the customer's needs. If there is a need for a body or upfit, Rush will engage our partners to facilitate the request or work with the customer's requested upfitter. From there the local representative will work with our corporate team to build a Sourcwell compliant quote for the customer. Once approved for purchase and a P.O. is received, Rush will process the P.O. immediately and will work to get the unit/part or service requested delivered as quickly as possible.	*
30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	Rush Truck Centers prides itself in being timely. Our sales, parts and service teams will work to get quotes back from vendors and make sure that the customer has the final numbers as quickly as possible. We utilize our preferred vendor partnerships to maintain the shortest lead times possible for both quotes and deliveries. During the purchasing process our sales, parts and service teams will work to keep the customer informed of unit's status as it moves through the various stages of completion prior to delivery. Using our customer first philosophy we strive to provide the best customer service in the industry.	*
31	Describe your ability and willingness to provide your products and services to Sourcwell participating entities in the United States.	Rush Truck Centers is prepared to offer products and services nationwide. We have a national account presence with several large fleets that operate equipment across the United States. Rush Truck Centers intends to use that same business model to service Sourcwell clients regardless of their geographical location in the United States. Primarily utilizing the more than 2,000 sales, parts and service personnel that are employed by Rush Truck Centers nationwide.	*
32	Describe your ability and willingness to provide your products and services to Sourcwell participating entities in Canada.	At this time, we are not prepared to expand these proposed solutions into Canada.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	Rush is uniquely positioned to service all government, education, and not for profit customers in the United States. Each customer will be taken care of by one of our industry experts depending on their geographic location and need.	*
34	Identify any Sourcwell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	Except for the Federal government, as discussed below, Rush Truck Centers is willing to serve all participating entity sectors. As we currently hold Buyboard & H-GAC contracts, we do not have any type of exclusivity agreement in place. Rush's presence is national, and our goal is to serve every customer possible in the United States. Being awarded the Sourcwell contract would open another avenue for Rush Truck Centers to do just that. Regarding the Federal government, our ability to serve Federal agencies will be determined by Rush on a case-by-case as there may be certain Federal requirements that Rush or its suppliers cannot meet.	*
35	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	Logistical/Transportation cost will be a limiting factor. As equipment is moved to ports, there are loading fees, freight costs, and other logistical expenses that would be incurred to deliver units to Alaska, Hawaii and other U.S. Territories. These costs would of course need to be factored into sales price of the vehicle during the quote process.	*

Table 7: Marketing Plan

Line Item	Question	Response *	
36	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	Our marketing strategy is multifaceted. We rely heavily on digital marketing through our website, e-blast, social media platforms to reach our customer base. While also using more traditional forms of marketing such as mailers, print adds in magazines, NASCAR sponsorships, even wrapping our mobile trucks as well as many other media to ensure we are reaching as many prospects as possible. This broad-spectrum approach is ultimately anchored by our most important asset, our people, that ensure that the personal touch and support remain in the sales process with our customers while delivering the message of the capabilities that Rush Truck Centers has to offer. We have found that through this process we reach a relatively broad demographic of clientele creating a well-diversified portfolio of customers.	*
37	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Rush Truck Centers uses a host of social media platforms to reach new/prospective clients. Platforms such as LinkedIn, Facebook, and others allow us to both reach out to customers directly via direct message as well as through broader marketing strategies such as government/educational/not for profit specific posts. We also monitor comments and messages on these platforms to either facilitate requests or respond to questions that clients may have. The goal of our marketing campaigns is to maximize click through. Rush has found that offering a more targeted marketing approach offers the best results where even our e-blasts are tailored to the business segment we serve. This approach ensures that our message is relevant to the specific clients that we are targeting.	*
38	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	Sourcewell is a very well known purchasing cooperative entity and is trusted by many of the municipal and not for profit organizations in the U.S.. If awarded, Rush intends to showcase the award to all of our clients through email campaigns, trade shows, in person meetings, as well as through our vendor relationships. In short, Sourcewell's members trust the cooperative and are loyal. Rush aims to build upon the brand recognition Sourcewell brings through communication with our industry experts, highlighting our complete offering of service capabilities. Allowing Sourcewell members to work with our industry experts for their fleet needs, while offering customers the flexibility of purchasing through a cooperative contract. Rush Enterprises goal if awarded is to combined Sourcewell (one of the largest purchasing cooperative in the nation) with the largest commercial truck dealer group in the nation to provide single source solutions to as many government, education and not for profit entities as possible.	*
39	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	Due to the variance in specifications in the vehicles that we provide, Rush prefers each client request be handled by one of our industry experts to ensure the right product is provided for the application. This approach allows Rush to have more interaction with the customer to offer solutions that they may not know is available to them. Our sales teams are trained to be solution minded and to make sure we offer customers all potential solutions that we feel may help their business, this is best accomplished with personal interaction. In support of this customer base, we do offer an ecommerce solution to sourcing parts and receiving service from our locations across the United States. This customer-based solutions allows for comprehensive parts pricing, sourcing, and research. In addition we offer an extensive service incident management platform for managing vehicles that are being serviced and repaired in our dealerships. Real-time status updates, estimate review and approval, and historical repair reference are just some of the features of this platform that are available to Sourcewell members to assist with their fleet management.	*

Table 8: Value-Added Attributes

Line Item	Question	Response *	
40	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	Rush works closely with our original equipment manufacturers as well as body upfitters and vendors to provide a comprehensive training strategy for vehicles and equipment provided. These programs are tailored to meet the specific needs of the Sourcewell member and will be developed as requested. Any associated costs for this training will be discussed upfront after maximizing support from all involved.	*
41	Describe any technological advances that your proposed products or services offer.	Working in concert with our represented OEM's in advancing fleet management technologies, Rush Truck Centers works to simplify the application of these technologies for the Sourcewell member. Through the development of our RushCare system, we offer real-time communication platforms that are often communicating with the technologies incorporated in the equipment provided. Monitored by our 24/7 call center, we aid customers in predictive incident and preventative maintenance of their fleets. Through our dedicated telematics division, Rush remains on the forefront of new and emerging technologies ensuring maximum uptime for our customers and solutions for their fleet needs.	*
42	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	Being a leader in emerging technologies, Rush again led the industry in the adoption of alternate-fuel vehicles and environmentally-focused dealer operations. This was evident of the early development of it's own CNG fuel systems, incorporating them into the vehicles provided to similarly-minded customers. It continues with the dedication to the electric initiatives in support of the adoption of these vehicles in the market by providing battery charging stations at our facilities, supported by solar panel based energy storage and delivery systems. In fact, the dedication to this initiative is evident by operating electric vehicles in our own delivery fleet. Our commitment to these environmental-based technologies will remain a focus and will continue to expand as more opportunities arise.	*
43	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	Ratings and certifications for the products included in the proposal are typically attained and managed at the original equipment manufacturer level. As a distributor that represents these manufacturers, we fully support the initiatives set forth to accomplish and maintain these sustainability recognitions.	*
44	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or HUB partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	Rush Truck Centers does not hold any of these certifications.	*
45	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	Being the largest commercial truck dealer group in the nation, Rush Truck Centers offers an expansive sales, parts, service and administrative team that offers top tier customer service. We pride ourselves on being a dedicated commercial dealer group that has extensive knowledge of commercial vehicle capabilities along with the industry expertise that our body/upfit partners provide. Clients will have a wealth of industry knowledge at their disposal while working with our expert teams.	*

Table 9A: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure.

You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
46	Do your warranties cover all products, parts, and labor?	All product warranty coverages in reference to this proposal are provided to the end user by the original equipment manufacturer or upfitter. We have attached copies of the standard warranty coverage for each OEM that we are offering on this proposal.	*
47	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Each OEM warranty has different usage restrictions and limitations. We have attached the standard warranty coverage for each of the manufacturers we are offering on this proposal.	*
48	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Case dependent; typically the warranty coverage offered by the OEM does not include travel or mileage if mobile service is requested. Any associated costs with these services will be presented prior to any services being performed. In terms of towing, some OEMs will cover the expense of a tow into the closest factory certified warranty facility if the unit is undrivable.	*
49	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	Any potential geographic restrictions will be discussed with the client at the time of quote to ensure that the vehicle can be properly serviced and maintained for the Sourcewell member. We will work to spec equipment that maximizes operating capability, but also maximizes access to service support for the client whether through the OEM network or our network of Rush Enterprises locations.	*
50	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	All warranty coverage is passed on from the OEM.	*
51	What are your proposed exchange and return programs and policies?	Rush Truck Centers does not offer an exchange or return policy.	*
52	Describe any service contract options for the items included in your proposal.	Extended service contracts are offered through OE programs as well as from Rush through our third-party partners. However, these extended service contracts are somewhat customizable and need to be discussed, quoted and evaluated with each client on a case-by-case basis.	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
53	Describe your payment terms and accepted payment methods.	Rush Truck Centers does offer NET30 terms from the date of delivery (upon credit risk approval by the Rush credit team).	*
54	Describe any leasing or financing options available for use by educational or governmental entities.	Rush Enterprises does offer municipal leasing and financing options through our third-party lending partners. At the time the vehicle is quoted we will gladly review these options with Sourcewell members to find the best option for them. Any leasing or financing terms would be agreed to separately by the customer and the leasing/financing company.	*
55	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	Rush Truck Centers requires a Retail Sales Order, Delivery Receipt, and a CARB Attestation form. The State of Attestation/Domicile form is required by Rush to be signed by the customer to make sure that non-California compliant trucks ultimately won't registered or primarily operated in the State of California due to new CARB, ACT, ACF, and Low Nox Omnibus regulations. Other forms may include warranty start forms depending on the OEM.	*
56	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Rush Truck Centers does except P-cards for payment on parts and service without a credit card processing fee.	*

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcwell Price and Product Change Request Form.

Line Item	Question	Response *	
57	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcwell discounted price) on all of the items that you want Sourcwell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Rush Truck Centers will offer a discount off of List/MSRP for 3 of the 4 OEMs included in this proposal, the OEM that will not show a discount off of pricing is Dennis Eagle which does not have a List Price or MSRP. In the case of Dennis Eagle, the pricing shown is the Sourcwell member's price before any volume discounts are applied. Please note this is for the chassis only as any upfit that is requested or needed will need to be added to the quote to provide a complete price for the customer.	*
58	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	Rush Truck Centers is prepared to offer the following minimum discount range off of List/MSRP per OEM: Ford Motor Company: 1.50% to 7.00% Hino: 10% to 15% Isuzu: 10% to 15% Dennis Eagle: 0% as Dennis Eagle does not have a List/MSRP	*
59	Describe any quantity or volume discounts or rebate programs that you offer.	Any Sourcwell member looking to purchase 10 or more units, please contact us for additional price concession.	*
60	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	Products or Goods sourced through open market channels will be quoted with additional markup not to exceed 15% of the MSRP of the goods Products or Goods quoted to Rush Truck Centers.	*
61	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	From a chassis perspective we have included all applicable charges in our attached pricing list. If there is a specific need, training or special installation we will include that with the upfit portion of the quote to the Sourcwell members.	*
62	If freight, delivery, or shipping is an additional cost to the Sourcwell participating entity, describe in detail the complete freight, shipping, and delivery program.	Some of the OEMs allow for courtesy delivery by other dealers in the OEM dealer network to minimize any additional freight cost. If this resource is available through the specific OEM quoted, or if the equipment quoted doesn't require any upfit and we're able to ship directly to the end user from the factory we will certainly do so. However, if the unit requires additional equipment to be added or an upfit prior to delivery then there will be freight cost incurred to move the unit from the body company to the dealership or its final destination.	*
63	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Shipping to Alaska, Hawaii, Canada and other off shore entities present several logistical hurdles that will require additional expense such as port fees, loading fees, etc.. These additional expenses will be listed out on the customer's quote for their review.	*
64	Describe any unique distribution and/or delivery methods or options offered in your proposal.	In addition to working with the franchised dealer network of the represented OEMs, Rush will utilize its extensive network of dealerships to optimize delivery to the Sourcwell member while minimizing associated costs.	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
65	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	Rush Truck Centers is offering Sourcwell pricing that is more aggressive than we've priced on other cooperative contracts.

Table 13: Audit and Administrative Fee

Line Item	Question	Response *	
66	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcwell. This process includes ensuring that Sourcwell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcwell. Provide sufficient detail to support your ability to report quarterly sales to Sourcwell as described in the Contract template.	Rush Truck Centers has a strict self-audit process in place to help ensure compliance to not only company policy and procedures, but also to requirements of contracts with our customer base. This oversight is provided by our internal audit staff in our accounting department as well as auditors from our Ethics and Compliance division based at corporate headquarters. The Rush Sales Operations group will also help ensure compliance with the business requirements of the contract in place as well as providing reporting based on the terms requested in the contract.	*
67	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	This Sales Operation Team will track the performance of the contract in place. While using a broad distribution model to approach this opportunity, the management of the contract will be handled centrally by the responsible representative assigned to the contract with senior leadership oversight. Extensive reporting tools are in place to assist with this management.	*
68	Identify a proposed administrative fee that you will pay to Sourcwell for facilitating, managing, and promoting the Sourcwell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	Rush is prepared to offer a per unit fee of: \$400.00 for all units class 3-5 \$750.00 for all units class 6-8	*

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Proposers submitting a proposal in Category 1 as defined herein will be submitting in the broad category that includes all types of engines, fuel, and propulsion systems. For example, if a Proposer offers chassis and cabs with Internal Combustion Engines (ICE) as well as chassis and cabs with electric propulsion systems the Proposer should designate it is seeking an award in Category 1 **only**. Proposers seeking an award in Category 2, as defined herein, must include at least one solution offered within the scope of Category 2 for electric propulsion systems **only**.

Line Item	Category Selection *
69	Category 1: All engines, fuel, and propulsion type chassis and cabs

Table 14B: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *
70	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	Rush Truck Centers is offering (4) OEMs on this proposal comprising of (39) individual models with even more specific order codes under each model. We are also offering a range of upfit options from spray in bed liners and toolboxes to service bodies, refuse equipment and sewer inspection equipment. To provide a complete solution to meet the customer's needs Rush Enterprises will work with our extensive list of vendors and even work with vendors specifically requested by the Sourcwell member (once approved by Rush Truck Centers risk team).
71	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Our subcategories will be broken down by Make, Model, and trim level (where applicable).
72	Describe any manufacturing processes or materials utilized that contribute to chassis strength, cab strength, overall durability, driver safety.	Rush Truck Centers has the utmost confidence in the manufacturers we represent to produce the highest quality products available on the market.
73	Describe any differentiating serviceability attributes (remote diagnostics, etc.) your proposal offers.	As detailed above, Rush Truck Centers offers a unique business case to Sourcwell members. Its network and forward-looking approach to solutions technologies positions Rush to offer products and services at a customizable-level to meet any transportation need proposed. Between the tools developed and available to the Sourcwell member base and the team of experts assembled to provide the solutions, Rush is a differentiator in the industry. Whether it be the widely available, pre-upfitted quick delivery inventory of vehicles, extensive and diverse parts inventory, or available service bays at our state-of-the-art facilities supported by a fleet of 600+ mobile service technicians, Rush Truck Centers is prepared to offer solutions to Sourcwell members.

Table 15: Category 1 - Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Proposers submitting a proposal in Category 1 will be submitting in the broad category that includes all types of engines, fuel, and propulsion systems. See RFP Section II. B. 1 for details.

☐ We will not be submitting for Table 15: Category 1 - Depth and Breadth of Offered Equipment Products and Services

Line Item	Category or Type	Offered *	Chassis Type (ICE and/or BEV)	Comments
74	Class 4 chassis	☒ Yes ☐ No	Internal Combustion Engine fuel types (ICE)	The OEMs Rush is offering currently only offer ICE solutions for the class 4 space.
75	Class 5 chassis	☒ Yes ☐ No	Both Chassis Types (ICE and BEV)	None of the OEMs Rush is offering currently offer BEV solutions for the class 5 space. However, Isuzu is releasing a BEV class 5 that is projected to be available in 2025. We are looking to offer that product once pricing is published and able to be ordered.
76	Class 6 chassis	☒ Yes ☐ No	Internal Combustion Engine fuel types (ICE)	None of the OEMs Rush is offering currently offer BEV solutions for the class 6 space. Although Hino is projecting to announce a class 7 BEV in 2025 at which time we will work with Sourcwell to have the product added to the contract.
77	Class 7 chassis	☒ Yes ☐ No	Internal Combustion Engine fuel types (ICE)	None of the OEMs Rush is offering currently offer BEV solutions for the class 7 space. Although Hino is projecting to announce a class 7 BEV in 2025 at which time we will work with Sourcwell to have the product added to the contract.
78	Class 8 chassis	☒ Yes ☐ No	Internal Combustion Engine fuel types (ICE)	None of the OEMs Rush is offering on this proposal offer BEV solutions for the class 8 space.
79	Related equipment, accessories, parts, upfitting, services, used chassis and Class 3 chassis	☒ Yes ☐ No	Both Chassis Types (ICE and BEV)	Through Ford Rush is offering both ICE & BEV on the Transit T-250 & T-350 in the class 3 space. The Super Duty line, more specifically F-250 & F-350 are offered as ICE only.

Table 16: Category 2 - Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Proposers seeking an award in Category 2, as defined herein, must include at least one solution offered within the scope of Category 2 for electric propulsion systems **only**. See RFP Section II. B. 1 for details.

☐ We will not be submitting for Table 16: Category 2 - Depth and Breadth of Offered Equipment Products and Services

Line Item	Category or Type	Offered *	Comments
80	Battery Electric Vehicle (BEV) Class 4 Chassis	☐ Yes ☒ No	Rush Truck Centers is not offering an OEM that has a BEV vehicle for the class 4 space.
81	Battery Electric Vehicle (BEV) Class 5 Chassis	☒ Yes ☐ No	Isuzu is looking to offer a BEV class 5 unit towards the end of 2024/beginning of 2025. Although pricing isn't currently available, once made available to Rush Truck Centers, we intend to work with Sourcewell to have this model added to the contract.
82	Battery Electric Vehicle (BEV) Class 6 Chassis	☐ Yes ☒ No	Rush Truck Centers is not offering an OEM that has a BEV vehicle for the class 6 space on.
83	Battery Electric Vehicle (BEV) Class 7 Chassis	☐ Yes ☒ No	Rush Truck Centers is not offering an OEM that has a BEV vehicle for the class 7 space.
84	Battery Electric Vehicle (BEV) Class 8 Chassis	☐ Yes ☒ No	Rush Truck Centers is not offering an OEM that has a BEV vehicle for the class 8 space.
85	Related equipment, accessories, parts, upfitting, services, used chassis and Class 3 chassis	☒ Yes ☐ No	Rush Truck Centers is offering the Ford E-Transit line which we are offering on this proposal.

Exceptions to Terms, Conditions, or Specifications Form

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

Documents

Ensure your submission document(s) conforms to the following:

- Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
 - Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
 - Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
 - If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."
- [Pricing](#) - MSRP Pricing.zip - Thursday March 28, 2024 13:53:27
 - [Financial Strength and Stability](#) - 2023 10-K Final.pdf - Tuesday March 26, 2024 10:49:33
 - Marketing Plan/Samples (optional)
 - WMBE/MBE/SBE or Related Certificates (optional)
 - [Warranty Information](#) - Exhibit C - Rush Limited Warranty.pdf - Thursday March 28, 2024 12:41:37
 - [Standard Transaction Document Samples](#) - Sourcewell Docs Example.pdf - Thursday March 28, 2024 14:24:57
 - [Requested Exceptions](#) - RFP_033824_Class_4-8_Chassis_&_Cabs_Contract_Template_Rush revisions.docx - Tuesday March 26, 2024 11:39:46
 - [Upload Additional Document](#) - Additional Documents.zip - Thursday March 28, 2024 12:40:50

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
 1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
 2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
 3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☒ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Whitt Michael, Senior of Medium Duty Sales, Rush Truck Centers of Texas, LP

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

☒ Yes ☐ No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "I have reviewed this addendum" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_7_Class 4-8 Chassis and Cabs _RFP_032824 Thu March 21 2024 08:45 AM	☒	1
Addendum_6_Class 4-8 Chassis and Cabs _RFP_032824 Wed March 20 2024 12:36 PM	☒	3
Addendum_5_Class 4-8 Chassis and Cabs _RFP_032824 Mon March 18 2024 12:01 PM	☒	1
Addendum_4_Class 4-8 Chassis and Cabs _RFP_032824 Wed March 6 2024 09:38 AM	☒	1
Addendum_3_Class 4-8 Chassis and Cabs _RFP_032824 Wed February 21 2024 04:08 PM	☒	2
Addendum_2_Class 4-8 Chassis and Cabs _RFP_032824 Wed February 14 2024 04:12 PM	☒	1
Addendum_1_Class 4-8 Chassis and Cabs _RFP_032824 Thu February 8 2024 04:24 PM	☒	1

Sourcewell Contract Number: 032824-RTG

Remit P.O.s To: munisales@rushenterprises.com

Date Prepared: 3/14/2025

Vendor:	<i>Rush Truck Center</i>		
Contact for Vendor:	<i>Colton Kruse</i>	Vendor Phone:	<i>(830) 302-5219</i>
Participating Agency #:	<i>179138</i>	Participating Agency:	<i>City of Fruitland Park, FL</i>
Agency Contact:	<i>Robb Dicus</i>	Agency Phone:	<i>(352) 360-6795</i>
Product Description:	<i>Ford F-450 Crane Body</i>		

OEM Chassis MSRP:		\$	69,425.00
Sourcewell Discount:	1.50%	\$	(1,041.38)
Unit Price before Upfit		\$	68,383.63
Expected Floorplan Expense:		\$	1,198.31
Storage/Service Pack		\$	1,975.00
Final Delivery Inspection/Wash		\$	525.00
Upfit:		\$	56,295.06

Knaphiede Crane Body with Options

Freight to End User:	\$	-
Extended Warranty:	\$	-
Rush Care Service Subscription:	\$	-
Additonal Incentives/Credits:	\$	-
Government Grant/Assistance:	\$	-
State Applicable Sales Tax:	\$	-
State Applicable Fees:	\$	483.00
Sales Price Per Unit:	\$	128,860.00

Quantity Ordered:	1
Total Participating Agency CAPEX:	\$ 128,860.00

CITY OF FRUITLAND PARK AGENDA ITEM SUMMARY SHEET Item Number: 5a

ITEM TITLE: Resolution 2025-021 Approving Bid ITB 2025-01 and Contract with DB Civil Construction, LLC

MEETING DATE: March 27, 2025

DATE SUBMITTED: March 12, 2025

SUBMITTED BY: City Attorney/City Manager/Public Works Director

BRIEF NARRATIVE: Resolution 2025-021 is to approve a contract with DB Civil Construction for water main improvements at The Reserve of Spring Lake. This project will extend a 16-inch water main from its current termination point on Cooke St. north to an existing 16 inch water main on Spring Lake Road. This water main will fill a gap in the city's water main infrastructure and is essential for future development of the northern part of the city. It will also improve low water pressure in the area, bringing it up to acceptable pressure levels.

An invitation to bid (ITB 2025-01) was issued on December 4, 2024. On January 14, 2025, a mandatory pre-bid conference was held with representatives from 10 companies present. Six sealed bids were received and opened at a public meeting on February 11, 2025. Below are the bids that were received:

Company Name	Bid Amount
DB Civil	\$ 639,980.00
Cathcart Construction Company	\$ 844,050.00
Art Walker Construction, Inc.	\$ 858,907.75
T&C Underground, Inc.	\$ 892,630.00
EZ Contracting	\$ 999,926.43
Midsouth, Inc.	\$1,095,456.40

Bids were reviewed by Halff, the city's engineer, to determine completeness and accuracy of the bids. Based on Halff's review, they recommend approval of the low base bid in the amount of \$639,980.00 to DB Civil Construction, LLC.

Funding for this project (400-530-533-60619) is from Lake County via a \$1,000,000 ARPA subrecipient grant. Any unused portion of the grant will be returned to Lake County. Once a Notice to Proceed is issued, substantial completion is expected to take 150 calendar days with final completion in 180 calendar days.

FUNDS BUDGETED: Yes

ATTACHMENTS: Resolution 2025-021, Bid package from DB Civil Construction, Halff's recommendation letter, invitation to bid, civil drawings

RECOMMENDATION: Approval

ACTION TO BE TAKEN: **Approve Resolution 2025-021**

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RESOLUTION 2025-021

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, AWARDED BID NO. 2025-01 TO DB CIVIL CONSTRUCTION, LLC AND APPROVING THE EJCDC STANDARD FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR ON THE BASIS OF A STIPULATED PRICE BETWEEN THE CITY OF FRUITLAND PARK AND DB CIVIL CONSTRUCTION, LLC PURSUANT TO INVITATION TO BID NUMBER 2025-01 FOR CITY OF FRUITLAND PARK RESERVE AT SPRING LAKE WATER MAIN IMPROVEMENTS IN THE AMOUNT OF \$639,980.00; AUTHORIZING THE MAYOR TO SIGN THE CONTRACT; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City of Fruitland Park issued Invitation to Bid No. 2025-01 for construction of water main improvements at The Reserve at Spring Lake, and the City has determined DB Civil Construction, LLC is the lowest responsive, responsible bidder; and

WHEREAS, the City of Fruitland Park desires to award the bid to DB Civil Construction, LLC and enter into and approve the Contract Documents between the City of Fruitland Park and DB Civil Construction, LLC.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, AS FOLLOWS:

Section 1. The City Commission approves the EJCDC Standard Form of Agreement between Owner and Contractor on the Basis of a Stipulated Price between the City of Fruitland Park and DB Civil Construction, LLC. in the amount of \$639,980.00. A copy of the Agreement is attached hereto.

Section 2. The mayor is authorized to sign the contract.

Section 3. This resolution shall take effect immediately upon its adoption by the City Commission of the City of Fruitland Park, Florida.

Chris Cheshire, Mayor

Attest:

Gwen Keough-Johns, City Clerk

Vice Mayor DeGrave _____ (Yes), _____ (No), _____ (Abstained), _____ (Absent)
Commissioner Consenza _____ (Yes), _____ (No), _____ (Abstained), _____ (Absent)
Commissioner Bell _____ (Yes), _____ (No), _____ (Abstained), _____ (Absent)
Commissioner Mobilian _____ (Yes), _____ (No), _____ (Abstained), _____ (Absent)
Mayor Cheshire _____ (Yes), _____ (No), _____ (Abstained), _____ (Absent)

First Reading _____

Approved as to form and legality:

Anita Geraci-Carver, City Attorney

NAME OF BIDDER: DB Civil Construction, LLC

All Bid items shall include all materials, equipment, labor, permit fees, taxes, tests, miscellaneous costs of all types, overhead, and profit for the item to be complete, in place, and ready for operation in the manner contemplated by the Contract Documents.

Unit Prices have been computed in accordance with Article 11 of the General Conditions. Bidder acknowledges that quantities are not guaranteed and final payment will be based on actual quantities determined as provided in the Contract Documents.

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

- (a) ✓ Bid Security (surety bond or cashier's check).
- (b) ✓ Power of Attorney (for surety bond only).
- (c) Questionnaire (Bidding Documents, Section 00301).
- (d) Subcontractor Listing (Bidding Documents, Section 00301-A).
- (e) Corporate authority to execute Bid (any corporate employee other than president or vice president, Section 00420).
- (f) Noncollusion Affidavit (Bidding Documents, Section 00480).
- (g) Trench Safety Affidavit (Bidding Documents, Section 00490).
- (h) A separate sheet or sheets, clearly identified and numbered, of exceptions or deviations from the Specifications.
- (i) Bidder Certification (Bidding Documents, Section 00020)
- (j) Drug Free Work Place Certificate (Bidding Documents, Section 00020)
- (k) Certificate of Insurability

5. The terms used in this Bid, which are defined in Article 1 of the General Conditions shall have the meanings assigned to them in the General Conditions as amended by the Supplementary Conditions.

6. Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work within the times specified in the Agreement.

The Work shall be performed under a Florida Contractor's License. Contract shall not be awarded unless proof of valid license(s) is provided.

ORIGINAL

SECTION 00410
BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, DB Civil Construction, LLC
as Principal, and Western Surety Company
as Surety, are hereby held and firmly bound unto the CITY OF FRUITLAND PARK, as Owner in the
penal sum of, (five percent (5%) of the Contract Bid) Five Percent (5%) of Total Amount Bid (5% TAB) for the payment of
which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and
assigns to pay Owner upon default of Bidder the penal sum set forth on the face of this Bond.

Signed, this 31st day of January, 2025.

The condition of the above obligation is such that whereas the Principal has submitted to CITY OF FRUITLAND PARK, a certain Bid, attached hereto and hereby made a part hereof, to enter into a contract in writing, for the **City of Fruitland Park Reserve at Spring Lake Water Main Improvements**.

NOW THEREFORE,

1. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents and Contract Documents.
2. This obligation shall be null and void if:
 - 2.1 Owner accepts Bidder's bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents and Contract Documents, or
 - 2.2 All bids are rejected by Owner, or
 - 2.3 Owner fails to issue a notice of award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by paragraph 5 hereof).
3. Payment under this Bond will be due and payable upon default of Bidder and within thirty (30) calendar days after receipt of Bidder and Surety of written notice of default from Owner which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
4. Surety waives notice of any and all defenses based on or arising out of any time extension to issue notice of award agreed to in writing by Owner and Bidder, provided that the time for issuing notice of award including extensions shall not in the aggregate exceed one hundred twenty (120) days from Bid Due without Surety's written consent.
5. No suit or action shall be commenced under this Bond prior to thirty (30) calendar days after the notice of default required in paragraph 3 above is received by Bidder and Surety, and in no case later than one year after Bid Due Date.
6. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.

7. Notice required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the part concerned.
8. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent or representative who executed this Bond on behalf of Surety to execute, seal and deliver such Bond and bind the Surety thereby.
9. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of the Bond conflicts with any applicable provision of any applicable statute, then the provision of said statute shall govern and the remainder of the Bond that is not in conflict therewith shall continue in full force and effect.
10. The term 'bid' as used herein includes a bid, offer or proposal as applicable.

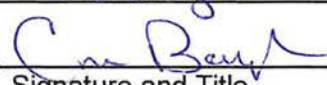
IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

Principal (Print Full Name):

DB Civil Construction, LLC

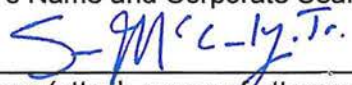
By:  (L.S.)

Title: manager

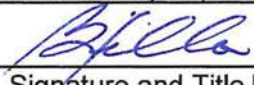
Attest: 
Signature and Title

Surety (Print Full Name):

Western Surety Company (Seal)
Surety's Name and Corporate Seal

By: 
Signature (attach power of attorney)

Title: Sean McCauley Jr., Attorney-in-Fact

Attest: 
Signature and Title Bridget Truxillo, Witness

IMPORTANT - Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of Florida. See Article 5 of the General Conditions as amended by Supplementary Conditions.

END OF SECTION

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Sean McCauley Jr, Bridget Truxillo, Sam Duckett, Ashlyn Simchik, Sarah Timmons, Jarrod Yost, Liam Hackett, Sterling Ward, Individually

of Dallas, TX, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the Authorizing By-Laws and Resolutions printed at the bottom of this page, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 11th day of September, 2024.



WESTERN SURETY COMPANY

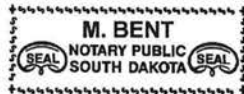
Larry Kasten, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 11th day of September, 2024, before me personally came Larry Kasten, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

March 2, 2026



M. Bent, Notary Public

CERTIFICATE

I, Paula Kolsrud, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law and Resolutions of the corporation printed below this certificate are still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 31st day of January, 2025.



WESTERN SURETY COMPANY

Paula Kolsrud, Assistant Secretary

Authorizing By-Laws and Resolutions

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

This Power of Attorney is signed by Larry Kasten, Vice President, who has been authorized pursuant to the above Bylaw to execute power of attorneys on behalf of Western Surety Company.

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company."

Go to www.cnasurety.com > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.

State of Florida



Department of State

I certify from the records of this office that WESTERN SURETY COMPANY is a South Dakota corporation authorized to transact business in the State of Florida, qualified on March 15, 1965.

The document number of this corporation is 818570.

I further certify that said corporation has paid all fees and penalties due this office through December 31, 1994, that its most recent annual report was filed on May 1, 1994, and its status is active.

I further certify that said corporation has not filed a Certificate of Withdrawal.

Given under my hand and the
Great Seal of the State of Florida,
at Tallahassee, the Capital, this the
Twelfth day of May, 1994



CR2EO22 (2-91)

A handwritten signature in cursive script, reading "Jim Smith".

Jim Smith
Secretary of State

NOTARY ACKNOWLEDGEMENT

State of Texas

County of Dallas

On this the 31st day of January, 2025, before me, Ashlyn Simchik (name of notary), personally appeared Sean McCauley Jr., known to me (or satisfactorily proven) to be the person(s) whose name(s) is (is or are) subscribed to the within instrument and acknowledged that he (he/she/they) executed the same for the purposes therein contained.

In witness whereof, I hereunto set my hand.

Date: 1-31-2025

Ashlyn Simchik

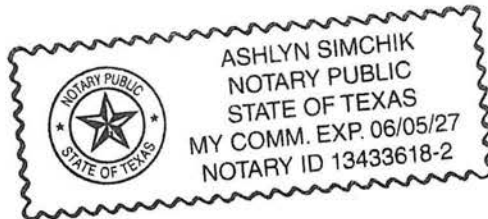
Notary Public

Print Name: Ashlyn Simchik

Notary ID: 13433618-2

My Commission Expires:

June 5, 2027



City of Fruitland Park
Reserve at Spring Lake Water Main Improvements
Schedule of Unit Prices

4. Bidder submits the following lump sum/unit prices to perform all the work as required by the Drawings and Specification.

Item #	Description	Quantity	Unit	Unit Price	Amount
1	Mobilization/Demobilization	1	LS	\$37,000.00	\$37,000.00
2	Maintenance of Traffic	1	LS	\$4,400.00	\$4,400.00
3	Survey/As-builts	1	LS	\$17,000.00	\$17,000.00
4	Site Demo	1	LS	\$30,000.00	\$30,000.00
5	Silt Fence	5400	LF	\$1.50	\$8,100.00
6	Signage	1	LS	\$500.00	\$500.00
7	Earthwork/Fill	1	LS	\$15,000.00	\$15,000.00
8	Sod	5545	SY	\$4.00	\$22,180.00
9	Repair Existing	1	LS	\$1,500.00	\$1,500.00
10	Testing 1	1	LS	\$6,000.00	\$6,000.00
11	Wet Tap 16" Main	1	EA	\$32,000.00	\$32,000.00
12	Watermain Fittings	1	LS	\$33,000.00	\$33,000.00
13	8" Watermain Cap	1	EA	\$1,300.00	\$1,300.00
14	16" Gate Valve	3	EA	\$13,000.00	\$39,000.00
15	Temporary Jumper Connection	1	EA	\$1,400.00	\$1,400.00
16	16" PVC Watermain	2610	LF	\$100.00	\$261,000.00
17	8" PVC Watermain	40	LF	\$90.00	\$3,600.00
18	18" HDPE Directional Bore	120	LF	\$300.00	\$36,000.00
19	8" Gate Valve	2	EA	\$4,500.00	\$9,000.00
20	Connect to Existing	1	EA	\$4,000.00	\$4,000.00
21	Tree Removal	1	LS	\$70,000.00	\$70,000.00
Subtotal					\$631,980.00
110% Payment & Performance Bond					\$8,000.00
Total Price					\$639,980.00

TOTAL BASE BID PRICE for the contract sum (Sum of items 1-18 and Bond)

Six hundred thirty nine thousand nine
 hundred eighty dollars and zero cents
 (In Words)

\$ 639,980.00
 (In Figures)

BIDDER CERTIFICATION

"I, the undersigned, certify that I have received all addenda. I understand that timely commencement/delivery may be considered in award of bid, and that cancellation of bid/award will be considered if commencement/delivery time is not met, and that untimely delivery may be cause for assessment of liquidated damages claims. I certify that the equipment or products meet or exceed the Specifications, and that the undersigned declares that I have carefully examined any and all plans, blueprints, specifications, terms and conditions as applicable for this bid, and that I am thoroughly familiar with all provisions, and the quality and type of coverage specified and bid herein. I certify that neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members or agents who are active in the management of the entity, nor an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. I further declare that I have not divulged, discussed or compared this bid with any other bidders and have not colluded with any other bidders or parties to a bid proposal whatsoever for any fraudulent purpose."

Signature Connie Baylar Date Signed February 10, 2025
Printed Name Connie Baylar Title Manager
Title _____ Telephone Number (384) 256-7460
Company DB Civil Construction, LLC Fax Number () N/A
Address 4475 US-1 S, Suite 707 City/State St. Augustine FL Zip 32086
Email estimating@dbcivilconstruction.com

DRUG FREE WORKPLACE CERTIFICATE

I, the undersigned, in accordance with Florida Statute 287.087, hereby certify that,

(Print or Type Name of Firm)

- ◆ Publishes a written statement notifying that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace named above, and specifying actions that will be taken against violations of such prohibition.
- ◆ Informs employees about the dangers of drug abuse in the workplace, the firm's policy of maintaining a drug free working environment, and available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug use violations.
- ◆ Gives each employee engaged in providing commodities or contractual services that are under bid or proposal, a copy of the statement specified above.
- ◆ Notifies the employees that as a condition of working on the commodities or contractual services that are under bid or proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, plea of guilty or nolo contendere to, any violation of Chapter 1893, or of any controlled substance law of the State of Florida or the United States, for a violation occurring in the work place, no later than five (5) days after such conviction, and requires employees to sign copies of such written (*) statement to acknowledge their receipt.
- ◆ Imposes a sanction on, or requires 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.
- ◆ Makes a good faith effort to continue to maintain a drug free workplace through the implementation of the drug free workplace program.

"As a person authorized to sign this statement, I certify that the above-named business, firm or corporation complies fully with the requirements set forth herein."

Carla B...
Authorized Signature

February 10, 2025
Date Signed

State of: Florida

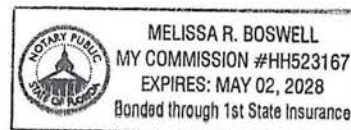
County of: St. Johns

Sworn to and subscribed before me this 10 day of February, 20 25

Personally known X or Produced Identification _____
(Specify Type of Identification)

Melissa R. Boswell
Signature of Notary

My Commission Expires May 02 - 2028



END OF DOCUMENT

SECTION 00300
BID FORM

DATE SUBMITTED: February 10, 2025

PROJECT IDENTIFICATION: **CITY OF FRUITLAND PARK
RESERVE AT SPRING LAKE WATER MAIN
IMPROVEMENTS
CITY OF FRUITLAND PARK BID NO. ITB 2025-01**

NAME OF BIDDER: DB Civil Construction, LLC

BUSINESS ADDRESS: 4475 US-1 South, Suite 707
St. Augustine, FL 32086

Telephone Number: (386) 256-7460

CONTRACTOR'S FLORIDA LICENSE NO.: CUC1224644

THIS BID IS SUBMITTED TO: **Karen Manila
Interim City Manager
CITY OF FRUITLAND PARK
506 West Berkman Street
Fruitland Park, FL 34731**

1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an agreement with Owner in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents for the Bid Price and within the Bid Times indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.
2. Bidder accepts all of the terms and conditions of the Advertisement or Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for ninety (90) days after the day of Bid opening. Bidder will sign and deliver the required number of counterparts of the Agreement with the Bonds and other documents required by the Bidding Requirements within ten (10) days after the date of Owner's Notice of Award.
3. In submitting this Bid, Bidder makes all representations required by the Instructions to Bidders and further warrants and represents that:
 - (a) Bidder has examined and carefully studied the Bidding Documents and the following Addenda receipt of which is hereby acknowledged:

No. 1
No. 2
No. 3
No. _____
No. _____
No. _____

Dated 1/16/25
Dated 1/27/25
Dated 2/3/25
Dated _____
Dated _____
Dated _____

No. _____
No. _____
No. _____
No. _____
No. _____
No. _____

Dated _____
Dated _____
Dated _____
Dated _____
Dated _____
Dated _____

NAME OF BIDDER: DB Civil Construction, LLC

- (b) Bidder has visited the site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance and furnishing of the Work;
- (c) Bidder is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress, performance and furnishing of the Work.
- (d) Bidder has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to the site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in the General Conditions. Bidder accepts the determinations set forth in the Supplementary Conditions of the extent of the "technical data" contained in such reports and drawings upon which Bidder is entitled to rely as provided in the General Conditions. Bidder acknowledges that such reports and drawings are not Contract Documents and may not be complete for Bidder's purposes. Bidder acknowledges that Owner and Engineer do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Bidding Documents with respect to Underground Facilities at or contiguous to the site. Bidder has obtained and carefully studied (or assumes responsibility for having done so) all such additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise which may affect cost progress, performance of furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences and procedures of construction to be employed by Bidder and safety precautions and programs incident thereto. Bidder does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the determination of this Bid for performance and furnishing of the Work in accordance with the times, price and other terms and conditions of the Contract Documents.
- (e) Bidder is aware of the general nature of Work to be performed by Owner and others at the site that relates to Work for which this Bid is submitted as indicated in the Contract Documents.
- (f) Bidder has correlated the information known to Bidder, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies and data with the Contract Documents.
- (g) Bidder has given City Engineer written notice of all conflicts, errors, ambiguities or discrepancies that Bidder has discovered in the Contract Documents and the written resolution thereof by Engineer is acceptable to Bidder, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work for which this Bid is submitted.
- (h) This Bid is genuine and not made in the interest of or on behalf of any undisclosed person; firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any person, firm or corporation to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over Owner.

NAME OF BIDDER: DB Civil Construction, LLC

If Bidder is: (ALL SIGNATORIES MUST HAVE THEIR NAME PRINTED OR TYPED BELOW THEIR SIGNATURE)

SOLE PROPRIETORSHIP

W/A (SEAL)
(Individual's Signature)

____ (SEAL)
(Individual's Name)

Doing Business as: _____

Business Address: _____

Telephone No.: _____

Florida License No.: _____

NAME OF BIDDER: DB Civil Construction, LLC

A PARTNERSHIP

WIA (SEAL)
(Partnership Name)

(General Partner's Signature)

(General Partner's Name)

Doing Business as: _____

Business Address: _____

Telephone No.: _____

Florida License No.: _____

NAME OF BIDDER: DB Civil Construction, LLC

A CORPORATION

DB Civil Construction, LLC (SEAL)
(Corporation Name)

Florida
(State of Incorporation)

BY Connie Baylor
(Name of Person Authorized to Sign)

Manager
(Title)

Connie Baylor
(Authorized Signature)

(CORPORATE SEAL)

ATTEST [Signature]
(Secretary)

Doing Business as: DB Civil Construction, LLC

Business Address: 4475 US-1 South, Suite 707
St Augustine, FL 32086

Telephone No.: (386) 256-7460

Corporation President Connie Baylor

Florida License No.: CUC 1224644

NAME OF BIDDER: DB Civil Construction, LLC

A JOINT VENTURE

By U/A (Name) (SEAL)

By _____ (Address)

By _____ (Name) (SEAL)

By _____ (Address)

Doing Business as: _____

Business Address: _____

Telephone No.: _____

Florida License No.: _____

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above).

7. List the following in connection with the Surety which is providing the Bid Bond. Surety's Name:
Surety's Address:

Surety's Name: Western Surety Company

Surety's Address: 151 N. Franklin St

17th Floor

Chicago, IL 60604

Name and address of Surety's resident agent for service of process in Florida:

McCauley Bond Agency, 5710 LBJ Fwy,

Suite 235 Dallas, TX 75240

(214) 989-7047

END OF SECTION

**SECTION 00301
QUESTIONNAIRE**

DATE February 10, 2025

PROJECT IDENTIFICATION:

City of Fruitland Park Reserve at Spring Lake Water Main Improvements

NAME OF BIDDER: DB Civil Construction, LLC

BUSINESS ADDRESS: 4475 US-1 South, Suite 707, St. Augustine, FL 32086

TELEPHONE NO.: (386) 256-7460

CONTRACTOR'S FLORIDA LICENSE NO.: CUC1224644

The undersigned warrants the truth and accuracy of all statements and answers herein contained.
Include additional sheets if necessary.

1. How many years has your organization been in business as a General Contractor?

8 yrs

2. Describe and give the date and owner of the last project that you have completed similar in type, size, and nature as the one proposed?

San Mateo Water Extension Project. Owner: Putnam County FL
August 2024, 4,262 LF of 10" PVC DR18 / 20,449 LF 8" PVC
DR18 / 6,674, 6" PVC DR18 / 4,601 4" PVC / 223 LF 12" HDPE

3. Have you ever failed to complete work awarded to you? If so, where and why?

No

4. Name three (3) municipalities for which you have performed work and to which you refer:

City of Wildwood
City of Leesburg
City of Fruitland

5. Have you personally inspected the site of the proposed Work? Describe any anticipated problems with the site and your proposed solutions?

Yes, no problems at this time.

6. Will you Subcontract any part of this Work? If so, describe which portions:

Directional Boring.

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

See Equipment List Attached

8. What equipment will you purchase for the Work?

N/A

9. What equipment will you rent for the Work?

To be determined.

10. The following is given as a summary of the Financial Statement of the undersigned: (List Assets and Liabilities and use insert sheet if necessary).

Available if awarded

11. State the true and exact, correct, and complete name under which you do business. Bidder is:

DB Civil Construction, LLC

END OF SECTION

DB Civil Construction, LLC**Equipment List**

Code	Description	Equipment Type	Code	Description	Equipment Type
BR01	Laymoor Pull Behind Broom	BROOM	TK10	Ford F-550	TRUCK
BR02	Laymoor Rotary Broom	BROOM	TK11	Ford F-550	TRUCK
BR03	Laymoor Pull Behind Broom	BROOM	TK12	Ford F-550	TRUCK
BRA01	Laymoor Broom Attachment	BROOM ATACHMENT	TK13	Ford F-550	TRUCK
DOZ01	Komatsu Dozer	DOZER	TK14	Ford F-550	TRUCK
DOZ02	JD 450 Dozer	DOZER- CRAWLER	TK15	Ford F-550	TRUCK
DOZ03	JD 450 Dozer	DOZER	TK16	Ford F-650	TRUCK
DT 01	Sterling 7500 Dump Truck	DUMP TRUCK	TK17	Chevy 2500	TRUCK
DT 02	Sterling 7500 Dump Truck	DUMP TRUCK	TK18	Chevy 2500	TRUCK
DT 03	Sterling 7500 Dump Truck	DUMP TRUCK	TK19	Chevy 1500	TRUCK
DT 04	Ford LT8513 Dump Truck	DUMP TRUCK	TK20	Chevy 2500	TRUCK
DT 05	Ford LT8000 Dump Truck	DUMP TRUCK	TK21	Chevy 1500	TRUCK
EX01	Hitachi 35 Excavator	MINI EX (7120)	TK22	Chevy 1500	TRUCK
EX02	Hitachi 35 Excavator	MINI EX (7120)	TK23	Chevy 1500	TRUCK
EX03	Hitachi 55 Excavator	MINI EX (10,560)	TK26	Ford F-550	TRUCK
EX04	Case 37 Excavator	MINI EX (7900)	TK27	GMC 3500	TRUCK
EX05	JD 85 Excavator	EXCAVATOR (17950)	TK28	Ford F-150	TRUCK
EX06	Linkbelt 80 Excavator	EXCAVATOR (18900)	TK29	2015 Ram	TRUCK
EX07	Linkbelt 145 Excavator	EXCAVATOR (33600)	TK30	2013 Ford 450	TRUCK
EX08	Linkbelt 235 Excavator	EXCAVATOR (34170)			
EX10	Cat 335 Excavator	EXCAVATOR (77000)			
GR01	JD 670 Grader	GRADER			
LO01	Hitachi 2.5 Loader	WHEEL LOADER			
LO02	Hitachi 3 Loader	WHEEL LOADER			
LO03	Hitachi 2 Loader	WHEEL LOADER			
LO04	Hitachi 2 Loader	WHEEL LOADER			
LO05	Hitachi 1 Loader	WHEEL LOADER			
LO06	Hitachi 1 Loader	WHEEL LOADER			
PU01	MWI 6" Pump	PUMP			
PU02	Thompson 4" Pump	PUMP			
RO01	Sakai 54' Roller	ROLLER			
RO02	Bomag 88" Roller	ROLLER			
RO03	Hamm 39" DD Roller	ROLLER			
SEQ01	SMALL TOOLS/ EQUIPMENT	00001			
SK01	Bobcat 740 Skid Steer	SKID STEER			
SK02	Cat 289 Skid Steer	SKID STEER			
SK03	Cat 259 Skid Steer	SKID STEER			
TK01	GMC 1500	TRUCK			
TK02	Ford F-150	TRUCK			
TK03	Ford F-150	TRUCK			
TK04	Ford F-250	TRUCK			
TK05	Ford F-250	TRUCK			
TK06	Ford F-350	TRUCK			
TK07	Ford F-350	TRUCK			
TK08	Ford F-350	TRUCK			
TK09	Ford F-350	TRUCK			

**SECTION 00301-A
SUBCONTRACTOR LISTING**

List all proposed Subcontractors to be used for this Project.

Firm Name: True Bore
Address: 710 Market St, STE #105A, St. Augustine, FL 32085
Telephone No: (904) 497-2775
Trade: Directional Drilling Estimated Dollar Amount: \$ 12,000.00

Firm Name: _____
Address: _____
Telephone No: () - _____
Trade: _____ Estimated Dollar Amount: \$

Firm Name: _____
Address: _____
Telephone No: () - _____
Trade: _____ Estimated Dollar Amount: \$

Firm Name: _____
Address: _____
Telephone No: () - _____
Trade: _____ Estimated Dollar Amount: \$

Firm Name: _____
Address: _____
Telephone No: () - _____
Trade: _____ Estimated Dollar Amount: \$

Firm Name: _____
Address: _____
Telephone No: () - _____
Trade: _____ Estimated Dollar Amount: \$

Firm Name: _____
Address: _____
Telephone No: () - _____
Trade: _____ Estimated Dollar Amount: \$

**SECTION 00420
CORPORATE RESOLUTION**

I, Dalton Baylor, Secretary of DB Civil Construction, LLC,
a corporation organized and existing under the laws of the State of Florida, hereby
certify that at a meeting of the Board of Directors of the Corporation duly called and held on
3-27, 2017 at which a quorum was present and acting throughout, the
following resolutions were adopted and are now in full force and effect:

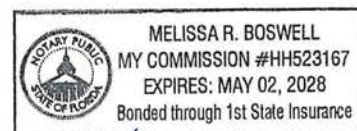
RESOLVED that the following individuals of this corporation are authorized to execute on behalf
of this corporation a Bid and Agreement to ITB2025-01 for the construction of
City of Fruitland Park Reserve at Springlake Water Main Improvements

I further certify that the names of the officers of this corporation and any other persons
authorized to act under this resolution and their official signatures are as follows:

<u>NAME</u>	<u>OFFICE</u>	<u>OFFICIAL SIGNATURE</u>
<u>Connie Baylor</u>	<u>Manager</u>	<u>Connie Baylor</u>
<u>Dalton Baylor</u>	<u>VP</u>	<u>Dalton Baylor</u>
<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>

IN WITNESS WHEREOF, I have hereunto subscribed my name as Secretary and affixed the
seal of the corporation this 10 day of February, 2025

END OF SECTION



Melissa R Boswell

**SECTION 00480
NONCOLLUSION AFFIDAVIT**

STATE OF Florida

COUNTY OF St. Johns

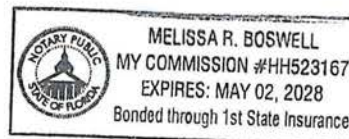
Connie Baylor, being first duly sworn deposes and says that:

1. He is the manager, of DB Civil Construction, LLC, the Bidder that has submitted the attached Bid;
2. He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
3. Such Bid is genuine and is not a collusive or sham Bid;
4. Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, have in any way, colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted; or to refrain from bidding in connection with such Contract; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any Bidder, firm, or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit, or cost elements of the Bid price or the Bid price in any other Bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against the Owner, or any person interested in the proposed Contract;
5. The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any other of its agents, representatives, owners, employees or parties in interest, including his affiant.

By Cm Baylor

Sworn and subscribed to before me this 10 day of February, 2025, in the State of Florida, County of St. Johns.

Melissa R. Boswell Notary Public



My Commission Expires: May 02 2028

END OF SECTION

SECTION 00490
TRENCH SAFETY AFFIDAVIT

Trench excavations on this Project are expected to be in excess of 5 feet deep. The Occupational Safety and Health Administration excavation safety standards, 29 CFR 1926.650 Subpart P trench safety standards will be in effect during the period of construction of the Project.

Bidder acknowledges that included in the Bid Price are costs for complying with the Florida Trench Safety Act (90-096, Laws of FL) effective October 1, 1990, and hereby gives assurance that, if awarded the Contract, the Contractor or Subcontractor performing trench excavation work on the Project will comply with the applicable trench safety standards. The Bidder further identifies the costs as follows:

Trench Safety Item (Description) Cost

City of Fruitland Park Reserve at Spring Lake Water Main Improvements

A. Five hundred dollars and zero cents

(Cost in Words)

TOTAL \$ 500.⁰⁰

FAILURE TO COMPLETE THE ABOVE MAY RESULT IN THE BID BEING DECLARED NON-RESPONSIVE

COMPANY NAME: DB Civil Construction, LLC DATE: February 10, 2025

BY: C. M. Bays

END OF SECTION

**EJCDC
STANDARD FORM OF AGREEMENT
BETWEEN OWNER AND CONTRACTOR
ON THE BASIS OF A STIPULATED PRICE**

THIS AGREEMENT is dated as of the 10 day of February in the year 2025 by and between The City of Fruitland Park (hereinafter called OWNER) and DB Civil Construction, LLC (hereinafter called CONTRACTOR). OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

Article 1. WORK.

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

The work generally includes the furnishing of all labor, materials and equipment for the construction of a new water main and services as shown in the contract plans.

Article 2. ENGINEER.

Engineer: **Halff Associates, Inc.
902 North Sinclair Avenue
Tavares, Florida 32778**

ENGINEER is to act as OWNER's representative, assume all duties and responsibilities and have the rights and authority assigned to ENGINEER in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

Article 3. CONTRACT TIMES.

- 3.1 The Work will be substantially completed and finally completed and ready for final payment in accordance with paragraph 14.13 of the General Conditions on or before the following dates:

Substantial Completion - 150 calendar days after the issuance of the Notice to Proceed.

Final Completion - 30 calendar days after the substantial completion date for a total contract time of 180 days.

- 3.2 *Liquidated Damages.* OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not completed within the times specified in paragraph 3.1 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. They also recognize the delays, expense and difficulties involved in proving the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER One Thousand dollars (\$1,000.00) for each day that expires after the time specified in paragraph 3.1 for Substantial Completion until the Work is substantially complete. After Substantial Completion, if CONTRACTOR shall neglect, refuse or fail to complete the remaining Work within the time specified in paragraph 3.1 for completion and readiness for final payment or any proper extension thereof granted by OWNER, CONTRACTOR shall pay OWNER One Thousand dollars (\$1,000.00) for each day

that expires after the time specified in paragraph 3.1 for completion and readiness for final payment.

Article 4. CONTRACT PRICE.

OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the established unit price for each separately identified item of Unit Price Work times the estimated quantity of the item as indicated on the Bid Form.

STIPULATED SUM CONTRACT:

_____ (use words)

\$ _____ (dollars).

As provided in paragraph 11.9 of the General Conditions estimated quantities are not guaranteed, and determinations of actual quantities and classification are to be made by ENGINEER as provided in paragraph 9.10 of the General Conditions. Unit prices have been computed as provided in paragraph 11.9.2 of the General Conditions.

Article 5. PAYMENT PROCEDURES.

CONTRACTOR shall submit Applications for Payment in accordance with Article 8 of the Supplementary General Conditions. Applications for Payment will be processed by ENGINEER as provided in the Supplementary General Conditions. Payment will be processed as per Florida Statue 218.735 covering timely payment for purchases of constructions services.

- 5.1 Progress Payments; Retainage. OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR's Applications for Payment as recommended by ENGINEER, on or about the 30th day of each month during construction as provided in paragraphs 5.1.1 and 5.1.2. below. All such payments will be measured by the schedule of values established in paragraph 2.9 of the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements.
 - 5.1.1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below, but, in each case, less the aggregate of payments previously made and less such amounts as ENGINEER shall determine, or OWNER may withhold, in accordance with paragraph 14.7 of the General Conditions.

90 % of Work completed (with the balance being retainage).
90 % (with the balance being retainage) of materials and equipment not incorporated in the Work (but delivered, suitably stored and accompanied by documentation satisfactory to OWNER as provided in paragraph 14.2 of the General Conditions).
 - 5.1.2. Upon Substantial Completion, in an amount sufficient to increase total payments to CONTRACTOR to 90 % of the Contract Price (with the balance being retainage), less such amounts as ENGINEER shall determine, or OWNER may withhold, in accordance with paragraph 14.7 of the General Conditions.
- 5.2 Final Payment. Upon final completion and acceptance of the Work in accordance with paragraph 14.13 of the General Conditions, OWNER shall pay the remainder of the Contract Price as recommended by ENGINEER as provided in said paragraph 14.13

Article 6. INTEREST.

All money not paid when due as provided in Article 14 of the General Conditions shall bear interest at the maximum rate allowed by law at the place of the Project.

Article 7. CONTRACTOR'S REPRESENTATIONS.

In order to induce OWNER to enter into this Agreement CONTRACTOR makes the following representations:

- 7.1 CONTRACTOR has examined and carefully studied the Contract Documents (including the Addenda listed in paragraph 8) and the other related data identified in the bidding Documents including "technical data."
- 7.2 CONTRACTOR has visited the site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance or furnishing of the Work.
- 7.3 CONTRACTOR is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress, performance and furnishing of the Work.
- 7.4 CONTRACTOR has carefully studied all reports of explorations and tests of subsurface conditions at/or contiguous to the site and all drawings of physical conditions in/or relating to existing surface or subsurface structures at/or contiguous to the site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in Paragraph 4.2.1 of the General Conditions. CONTRACTOR accepts the determination of the extent of the "technical data" contained in such reports and drawing upon which CONTRACTOR is entitled to rely as provided in paragraph 4.2 of the General Conditions. CONTRACTOR acknowledges that such reports and drawings are not Contract Documents and may not be complete for CONTRACTOR's purposes. CONTRACTOR acknowledges that OWNER and ENGINEER do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Contract Documents with respect to Underground Facilities at/or contiguous to the site. CONTRACTOR has obtained and carefully studied (or assumes responsibility for having done so) all such additional supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at/or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the Work or which relate to any aspect of the means, methods, techniques and procedures of construction to be employed by CONTRACTOR and safety precautions and programs incident thereto. CONTRACTOR does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the performance and furnishing of the Work at the Contract Price, within the Contract Times and in accordance with the other terms and conditions of the Contract Documents.
- 7.5 CONTRACTOR is aware of the general nature of work to be performed by OWNER and others at the site that relates to the Work as indicated in the Contract Documents.
- 7.6 CONTRACTOR has correlated the information known to CONTRACTOR, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents and all additional examination, investigations, explorations, tests, studies and data with the Contract Documents.
- 7.7 CONTRACTOR has given ENGINEER written notice of all conflicts, errors, ambiguities or discrepancies that CONTRACTOR has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR, and the Contract

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

Article 8. CONTRACT DOCUMENTS.

The Contract Documents which comprise the entire agreement between OWNER and CONTRACTOR concerning the Work consist of the following:

- 8.1 This Agreement (pages 1 to 8, inclusive).
- 8.2 Exhibits to this Agreement (pages N/A to _____, inclusive).
- 8.3 Performance, Payment, and other Bonds.
- 8.4 Notice to Proceed.
- 8.5 General Conditions (pages 1 to 68, inclusive).
- 8.6 Supplementary Conditions (pages 1 to 15, inclusive).
- 8.7 Specifications bearing the title City of Fruitland Park Reserve at Spring Lake Water Main Improvements and consisting of 15 Divisions, as listed in table of contents thereof.
- 8.8 Drawings consisting of 6 sheets with each sheet bearing the following general title: City of Fruitland Park Reserve at Spring Lake Water Main Improvements.
- 8.9 Addenda numbers _____ to _____, inclusive.
- 8.10 CONTRACTOR's Bid (pages 00300, 1-8, inclusive)
- 8.11 Documentation submitted by CONTRACTOR prior to Notice of Award (pages N/A to _____, inclusive).
- 8.12 The following which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto: All Written Amendments and other documents amending, modifying or supplementing the Contract Documents pursuant to paragraphs 3.5 and 3.6 of the General Conditions.

The documents listed in paragraphs 8.2 et seq. above are attached to this Agreement (Except as expressly noted otherwise above).

There are no Contract Documents other than those listed above in this Article 13. The Contract Documents may only be amended, modified or supplemented as provided in paragraphs 3.5 and 3.6 of the General Conditions.

Article 9. MISCELLANEOUS.

- 9.1 Terms used in this Agreement which are defined in Article 1 of the General Conditions will have the meanings indicated in the General Conditions.
- 9.2 No assignment by a party hereto of any rights in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written

consent to an assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

- 9.3 OWNER and CONTRACTOR each binds itself, its partner, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.
- 9.4 Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and CONTRACTOR, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
- 9.5 OTHER PROVISIONS. All electronic files, audio and/or video recordings, and all papers pertaining to any activity performed by the provider for or on behalf of the City shall be the property of the City and will be turned over to the City upon request. In accordance with Florida "Public Records" law, Chapter 119, Florida Statutes, each file and all papers pertaining to any activities performed for or on behalf of the City are public records available for inspection by any person even if the file or paper resides in the CONSULTANT'S office or facility.

IF THE CONTRACTOR (CONSULTANT) HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S (CONSULTANT'S) DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 352-360-6790, email to: ecoulson@fruitlandpark.org, 506 West Berckman Street, Fruitland Park, Florida 34731.

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement in quadruplicate One counterpart each has been delivered to OWNER, CONTRACTOR, OWNER's ENGINEER and OWNER's ATTORNEY. All portions of the Contract Documents have been signed, initialed or identified by OWNER and CONTRACTOR or identified by ENGINEER or their behalf.

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

OWNER: City of Fruitland Park

BY: _____
Title:

Attest: _____

Address for giving notices:

City of Fruitland Park
506 West Berkman Street
Fruitland Park, Florida 34731

CONTRACTOR

BY: _____
Title & Corporate Seal

Attest: _____

Address for giving notices:

Address

ADDENDUM NO. 1

DATE: January 16, 2025
BID NO: ITB 2025-01
PROJECT: City of Fruitland Park Reserve at Spring Lake Water Main Improvements

ALL PROSPECTIVE BIDDERS ARE HEREBY NOTIFIED OF THE CHANGES OR ALTERATIONS IN THE ABOVE-REFERENCED PROJECT

Questions from Bidders:

1. Clarify the bore size under Spring Lake Road.
Response: Revised plans issued with this addendum.
2. Clarify domestic preference for bidding.
Response: Revised bid docs with this addendum.
3. GWD has been updated by the US Dept of Labor to reflect the new title and date for 2025, but the job classifications and wages remain the same as the GWD in the original bid package.
Response: Revised bid docs with this addendum.

ALL BIDDERS ARE REQUESTED TO ACKNOWLEDGE RECEIPT OF THIS ADDENDUM BY SIGNING BELOW AND SUBMITTING THE BID.

ACKNOWLEDGE RECEIPT- ADDENDUM NO. 1

NAME OF BIDDER DB Civil Construction, LLC

SIGNATURE Cm Bayl

TITLE Manager DATE February 10, 2025

ADDENDUM NO. 2

DATE: January 27, 2025
BID NO: ITB 2025-01
PROJECT: City of Fruitland Park Reserve at Spring Lake Water Main Improvements

ALL PROSPECTIVE BIDDERS ARE HEREBY NOTIFIED OF THE CHANGES OR ALTERATIONS IN THE ABOVE-REFERENCED PROJECT

Questions from Bidders:

1. Sheet C-401 size of the existing waterline at Sta 36+86.45 16" tapping sleeve & valve? Spring Lake Road.
Response: 16-inch.
2. Sheet C-400 the existing stub that is supposed to be wet tapped next to existing 16" valve. Cook Drive.
Response: 16-inch.
3. Sheet C-400 replacing existing 8" gate valve by US Hwy 27/441. Is there other valves to shut this down to complete the replacement. What type of pipe is it and how many businesses or customers are affected in the shutdown of the line?
Response: 8-inch PVC. No other valves, but only one house online. Public works to assist in coordination with homeowner.
4. Does this job have any federal funding? If so where is it coming from?
Response: Yes, this job does have federal funding. It comes from ARPA (American Rescue Plan Act) funds passed through Lake County to the City of Fruitland Park.
5. Are there MBE/WBE goals and requirements in this project?
Response: The contract between Lake Co. (the passthrough of these ARPA funds to the City) Fruitland Park does not require any specific MBE/WBE participation goals.

**ALL BIDDERS ARE REQUESTED TO ACKNOWLEDGE RECEIPT OF THIS
ADDENDUM BY SIGNING BELOW AND SUBMITTING THE BID.**

ACKNOWLEDGE RECEIPT- ADDENDUM NO. 2

NAME OF BIDDER DB Civil Construction, LLC

SIGNATURE C. M. Ray

TITLE Manager DATE February 10, 2025

ADDENDUM NO. 3

DATE: February 3, 2025
BID NO: ITB 2025-01
PROJECT: City of Fruitland Park Reserve at Spring Lake Water Main Improvements

ALL PROSPECTIVE BIDDERS ARE HEREBY NOTIFIED OF THE CHANGES OR ALTERATIONS IN THE ABOVE-REFERENCED PROJECT

Questions from Bidders:

- 1) I understand that questions must be received at least seven working days prior to the date fixed for the opening of bids. What is the last day (and time) you'll receive and address questions?
Response: Jan 31, 2025.
- 2) Is this a "Section 3 Compliance" project as stated in the Additional Contract Documents (specifications page 150-154)?
Response: Yes, project will have to comply.
- 3) Do you have a "Standard" or "Example" sketch of the signage required in Section 01580 of the specifications?
Response: City does not have a standard or example signage.
- 4) The vagueness of the Schedule of Unit Prices is not supported by the Measurement and Payments (Section 01025) of the specifications. The specs state, "The basis of payment for an item at the unit price shown in the proposal shall be in accordance with the description of that item in this Section." There are no descriptions in that section. Can you supply a description for the line items in accordance of how you want them to be priced?
Response: From Section 01025-1.01-C: "Should the contractor feel that he cost for any item of work has not been established by the Bid Form or Payment Items, he shall include the cost for that work in some other applicable bid item, so that his proposal for the project does reflect his total price for completing the work in its entirety". From Section 01025-1.01-C: "The project is lump sum".
- 5) Section 02665 of the specs regarding the HDD nor the plans have any indication of the requirements for the bore pits sizes and/or locations. The vendors we have talked with are NOT quoting it because "...75' of 18" is too short to complete. We cannot get in and out of the ground where the plans want." Do you have an alternative plan or deviation for this issue?

Response: Location of bore pits is means and methods, determined by the contractor. If longer bores are anticipated, it should be bid accordingly.

- 6) Section 02665 of the specs regarding the HDD Part 2 - 2.01 A. states, "All material supplied shall be one of the products specified in Appendix D "List of Approved Products" appended to these technical specifications. There is no "List" appended. Can you supply the List of Approved Products or verify what is approved?"

Response: The city does not have an approved product list. All products specified shall be in conformance with the city standard notes and details as contained in the bid plans.

**ALL BIDDERS ARE REQUESTED TO ACKNOWLEDGE RECEIPT OF THIS
ADDENDUM BY SIGNING BELOW AND SUBMITTING THE BID.**

ACKNOWLEDGE RECEIPT- ADDENDUM NO. 3

NAME OF BIDDER DB Civil Construction, LLC

SIGNATURE Com Bar

TITLE Manager DATE 2/10/25



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/25/2024

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

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

PRODUCER Brown & Brown Insurance Services, Inc. P.O. Box 2412 Daytona Beach FL 32115-2412		CONTACT NAME: Jamie Hanrahan PHONE (A/C, No, Ext): (386) 239-8882 FAX (A/C, No): (386) 323-9198 E-MAIL ADDRESS: Jamie.Hanrahan@bbbrown.com	
		INSURER(S) AFFORDING COVERAGE	NAIC #
		INSURER A: Crum & Forster Specialty Insurance Company	44520
		INSURER B: Auto-Owners Insurance Company	18988
		INSURER C: XL Specialty Insurance Company	37885
		INSURER D: Bridgefield Casualty Insurance Company	10335
		INSURER E:	
		INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 2024-25

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR			EPK-148292	06/28/2024	06/23/2025	EACH OCCURRENCE \$ 2,000,000
			DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000				
			MED EXP (Any one person) \$ 5,000				
			PERSONAL & ADY INJURY \$ 1,000,000				
	GEN'L AGGREGATE LIMIT APPLIES PER ☐ POLICY ☒ PROJECT ☐ LOC ☐ OTHER					GENERAL AGGREGATE \$ 2,000,000	
						PRODUCTS - COMP/OP AGG \$ 2,000,000	
							Pollution \$ \$1m/\$1m
B	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ AUTOS ONLY			51-857-137-01	06/28/2024	06/28/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
			BODILY INJURY (Per person) \$				
			BODILY INJURY (Per accident) \$				
			PROPERTY DAMAGE (Per accident) \$				
						PIP \$ 10,000	
A	UMBRELLA LIAB ☒ OCCUR EXCESS LIAB ☐ CLAIMS MADE			EFK-125624	06/28/2024	06/28/2025	EACH OCCURRENCE \$ 4,000,000
			AGGREGATE \$ 1,000,000				
			\$				
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☒ N	N/A	196-53348	07/26/2024	07/26/2025	☒ PER STATUTE ☐ OTHER
			E L EACH ACCIDENT \$ 1,000,000				
			E L DISEASE - EA EMPLOYEE \$ 1,000,000				
			E L DISEASE - POLICY LIMIT \$ 1,000,000				
C	Equipment Floater			UM00116969MA24A	06/28/2024	06/28/2025	Leased/rented \$250,000

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

SEE NOTES FOR POLICY COVERAGE FORMS

HERNANDO COUNTY BOARD OF COUNTY COMMISSIONERS IS ADDITIONAL INSURED AND WAIVER OF SUBROGATION APPLIES AS REQUIRED BY WRITTEN CONTRACT AND IF APPLICABLE, PER THE FORMS LISTED ON THE ATTACHED ADDITIONAL REMARKS SCHEDULE

CERTIFICATE HOLDER

CANCELLATION

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

AUTHORIZED REPRESENTATIVE



Ron DeSantis, Governor

Melanie S. Griffin, Secretary



**STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**

CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

BAYLOR, ALBERT W

A W BAYLOR PLASTERING INC
1760 N US HIGHWAY #1
P O BOX 2846
ORMOND BEACH, FL FL 32174

LICENSE NUMBER: CGCA06069

EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 06/07/2024

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.





Ron DeSantis, Governor

Melanie S. Griffin, Secretary



**STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**

CONSTRUCTION INDUSTRY LICENSING BOARD

THE UNDERGROUND UTILITY & EXCAVATION CO HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

BAYLOR, CONNIE
DB CIVIL CONSTRUCTION, LLC
1142 ATHLONE WAY
ORMOND BEACH FL 32174

LICENSE NUMBER: CUC1224644

EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 06/10/2024

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.



**Request for Taxpayer
Identification Number and Certification**

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

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

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type.
See Specific Instructions on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.) DB Civil Construction, LLC	
2 Business name/disregarded entity name, if different from above.	
3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor ☐ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate ☒ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) P Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. ☐ Other (see instructions)	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____ (Applies to accounts maintained outside the United States.)
3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions. ☐	
5 Address (number, street, and apt. or suite no.). See instructions. 4475 US 1 South, Suite 707	Requester's name and address (optional)
6 City, state, and ZIP code St. Augustine, FL 32086	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

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

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

Social security number	
or	
Employer identification number	

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here	Signature of U.S. person Cm Bay
------------------	---

Date **6-24-24**

General Instructions

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

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

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they



GREATER ORLANDO
AVIATION AUTHORITY



JACKSONVILLE
TRANSPORTATION
AUTHORITY

Florida Unified Certification Program

Disadvantaged Business Enterprise (DBE)

Certificate of Eligibility

DB CIVIL CONSTRUCTION LLC

MEETS THE REQUIREMENTS OF 49 CFR, PART 26

APPROVED NAICS CODES:

237110

Samuel Febres

Samuel (Sammy) Febres
DBE & Small Business Development Manager
Florida Department of Transportation



DB Civil Construction, LLC**Equipment List**

Code	Description	Equipment Type	Code	Description	Equipment Type
BR01	Laymoor Pull Behind Broom	BROOM	TK10	Ford F-550	TRUCK
BR02	Laymoor Rotary Broom	BROOM	TK11	Ford F-550	TRUCK
BR03	Laymoor Pull Behind Broom	BROOM	TK12	Ford F-550	TRUCK
BRA01	Laymoor Broom Attachment	BROOM ATTACHMENT	TK13	Ford F-550	TRUCK
DOZ01	Komatsu Dozer	DOZER	TK14	Ford F-550	TRUCK
DOZ02	JD 450 Dozer	DOZER- CRAWLER	TK15	Ford F-550	TRUCK
DOZ03	JD 450 Dozer	DOZER	TK16	Ford F-650	TRUCK
DT 01	Sterling 7500 Dump Truck	DUMP TRUCK	TK17	Chevy 2500	TRUCK
DT 02	Sterling 7500 Dump Truck	DUMP TRUCK	TK18	Chevy 2500	TRUCK
DT 03	Sterling 7500 Dump Truck	DUMP TRUCK	TK19	Chevy 1500	TRUCK
DT 04	Ford LT8513 Dump Truck	DUMP TRUCK	TK20	Chevy 2500	TRUCK
DT 05	Ford LT8000 Dump Truck	DUMP TRUCK	TK21	Chevy 1500	TRUCK
EX01	Hitachi 35 Excavator	MINI EX (7120)	TK22	Chevy 1500	TRUCK
EX02	Hitachi 35 Excavator	MINI EX (7120)	TK23	Chevy 1500	TRUCK
EX03	Hitachi 55 Excavator	MINI EX (10,560)	TK26	Ford F-550	TRUCK
EX04	Case 37 Excavator	MINI EX (7900)	TK27	GMC 3500	TRUCK
EX05	JD 85 Excavator	EXCAVATOR (17950)	TK28	Ford F-150	TRUCK
EX06	Linkbelt 80 Excavator	EXCAVATOR (18900)	TK29	2015 Ram	TRUCK
EX07	Linkbelt 145 Excavator	EXCAVATOR (33600)	TK30	2013 Ford 450	TRUCK
EX08	Linkbelt 235 Excavator	EXCAVATOR (34170)			
EX10	Cat 335 Excavator	EXCAVATOR (77000)			
GR01	JD 670 Grader	GRADER			
LO01	Hitachi 2.5 Loader	WHEEL LOADER			
LO02	Hitachi 3 Loader	WHEEL LOADER			
LO03	Hitachi 2 Loader	WHEEL LOADER			
LO04	Hitachi 2 Loader	WHEEL LOADER			
LO05	Hitachi 1 Loader	WHEEL LOADER			
LO06	Hitachi 1 Loader	WHEEL LOADER			
PU01	MWI 6" Pump	PUMP			
PU02	Thompson 4" Pump	PUMP			
RO01	Sakai 54' Roller	ROLLER			
RO02	Bomag 88" Roller	ROLLER			
RO03	Hamm 39" DD Roller	ROLLER			
SEQ01	SMALL TOOLS/ EQUIPMENT	00001			
SK01	Bobcat 740 Skid Steer	SKID STEER			
SK02	Cat 289 Skid Steer	SKID STEER			
SK03	Cat 259 Skid Steer	SKID STEER			
TK01	GMC 1500	TRUCK			
TK02	Ford F-150	TRUCK			
TK03	Ford F-150	TRUCK			
TK04	Ford F-250	TRUCK			
TK05	Ford F-250	TRUCK			
TK06	Ford F-350	TRUCK			
TK07	Ford F-350	TRUCK			
TK08	Ford F-350	TRUCK			
TK09	Ford F-350	TRUCK			

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

STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

Prepared by

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

and

Issued and Published Jointly By



PROFESSIONAL ENGINEERS IN PRIVATE PRACTICE
a practice division of the
NATIONAL SOCIETY OF PROFESSIONAL ENGINEERS

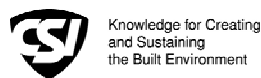
AMERICAN COUNCIL OF ENGINEERING COMPANIES

AMERICAN SOCIETY OF CIVIL ENGINEERS

This document has been approved and endorsed by



The Associated General Contractors of America



Construction Specifications Institute

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National Society of Professional Engineers
1420 King Street, Alexandria, VA 22314

American Council of Engineering Companies
1015 15th Street, N.W., Washington, DC 20005

American Society of Civil Engineers
1801 Alexander Bell Drive, Reston, VA 20191-4400

These General Conditions have been prepared for use with the Suggested Forms of Agreement between Owner and Contractor Nos. C-520 or C-525 (2002 Editions). Their provisions are interrelated and a change in one may necessitate a change in the other. Comments concerning their usage are contained in the EJCDC Construction Documents, General and Instructions (No. C-001) (2002 Edition). For guidance in the preparation of Supplementary Conditions, see Guide to the Preparation of Supplementary Conditions (No. C-800) (2002 Edition).

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GENERAL CONDITIONS

ARTICLE 1 - DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

A. Wherever used in the Bidding Requirements or Contract Documents and printed with initial capital letters, the terms listed below will have the meanings indicated which are applicable to both the singular and plural thereof. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.

1. *Addenda*--Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.

2. *Agreement*--The written instrument which is evidence of the agreement between Owner and Contractor covering the Work.

3. *Application for Payment*--The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.

4. *Asbestos*--Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.

5. *Bid*--The offer or proposal of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

6. *Bidder*--The individual or entity who submits a Bid directly to Owner.

7. *Bidding Documents*--The Bidding Requirements and the proposed Contract Documents (including all Addenda).

8. *Bidding Requirements*--The Advertisement or Invitation to Bid, Instructions to Bidders, bid security of acceptable form, if any, and the Bid Form with any supplements.

9. *Change Order*--A document recommended by Engineer which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, issued on or after the Effective Date of the Agreement.

10. *Claim*--A demand or assertion by Owner or Contractor seeking an adjustment of Contract Price or Contract Times, or both, or other relief with respect to the terms of the Contract. A demand for money or services by a third party is not a Claim.

11. *Contract*--The entire and integrated written agreement between the Owner and Contractor concerning the Work. The Contract supersedes prior negotiations, representations, or agreements, whether written or oral.

12. *Contract Documents*-- Those items so designated in the Agreement. Only printed or hard copies of the items listed in the Agreement are Contract Documents. Approved Shop Drawings, other Contractor's submittals, and the reports and drawings of subsurface and physical conditions are not Contract Documents.

13. *Contract Price*--The moneys payable by Owner to Contractor for completion of the Work in accordance with the Contract Documents as stated in the Agreement (subject to the provisions of Paragraph 11.03 in the case of Unit Price Work).

14. *Contract Times*--The number of days or the dates stated in the Agreement to: (i) achieve Milestones, if any, (ii) achieve Substantial Completion; and (iii) complete the Work so that it is ready for final payment as evidenced by Engineer's written recommendation of final payment.

15. *Contractor*--The individual or entity with whom Owner has entered into the Agreement.

16. *Cost of the Work*--See Paragraph 11.01.A for definition.

17. *Drawings*--That part of the Contract Documents prepared or approved by Engineer which graphically shows the scope, extent, and character of the Work to be performed by Contractor. Shop Drawings and other Contractor submittals are not Drawings as so defined.

18. *Effective Date of the Agreement*--The date indicated in the Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.

19. *Engineer*--The individual or entity named as such in the Agreement.

20. *Field Order*--A written order issued by Engineer which requires minor changes in the Work but which does not involve a change in the Contract Price or the Contract Times.

21. *General Requirements*--Sections of Division 1 of the Specifications. The General Requirements pertain to all sections of the Specifications.

22. *Hazardous Environmental Condition*--The presence at the Site of Asbestos, PCBs, Petroleum, Hazardous Waste, or Radioactive Material in such quantities or circumstances that may present a substantial danger to persons or property exposed thereto in connection with the Work.

23. *Hazardous Waste*--The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.

24. *Laws and Regulations; Laws or Regulations*--Any and all applicable laws, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

25. *Liens*--Charges, security interests, or encumbrances upon Project funds, real property, or personal property.

26. *Milestone*--A principal event specified in the Contract Documents relating to an intermediate completion date or time prior to Substantial Completion of all the Work.

27. *Notice of Award*--The written notice by Owner to the Successful Bidder stating that upon timely compliance by the Successful Bidder with the conditions precedent listed therein, Owner will sign and deliver the Agreement.

28. *Notice to Proceed*--A written notice given by Owner to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work under the Contract Documents.

29. *Owner*--The individual or entity with whom Contractor has entered into the Agreement and for whom the Work is to be performed.

30. *PCBs*--Polychlorinated biphenyls.

31. *Petroleum*--Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-Hazardous Waste and crude oils.

32. *Progress Schedule*--A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising the Contractor's plan to accomplish the Work within the Contract Times.

33. *Project*--The total construction of which the Work to be performed under the Contract Documents may be the whole, or a part.

34. *Project Manual*--The bound documentary information prepared for bidding and constructing the Work. A listing of the contents of the Project Manual, which may be bound in one or more volumes, is contained in the table(s) of contents.

35. *Radioactive Material*--Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.

36. *Related Entity* -- An officer, director, partner, employee, agent, consultant, or subcontractor.

37. *Resident Project Representative*--The authorized representative of Engineer who may be assigned to the Site or any part thereof.

38. *Samples*--Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.

39. *Schedule of Submittals*--A schedule, prepared and maintained by Contractor, of required submittals and the time requirements to support scheduled performance of related construction activities.

40. *Schedule of Values*--A schedule, prepared and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.

41. *Shop Drawings*--All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work.

42. *Site*--Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements for access thereto, and such other lands furnished by Owner which are designated for the use of Contractor.

43. *Specifications*--That part of the Contract Documents consisting of written requirements for materials, equipment, systems, standards and workmanship as applied to the Work, and certain

administrative requirements and procedural matters applicable thereto.

44. *Subcontractor*--An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work at the Site.

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

46. *Successful Bidder*--The Bidder submitting a responsive Bid to whom Owner makes an award.

47. *Supplementary Conditions*--That part of the Contract Documents which amends or supplements these General Conditions.

48. *Supplier*--A manufacturer, fabricator, supplier, distributor, material man, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or any Subcontractor.

49. *Underground Facilities*--All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.

50. *Unit Price Work*--Work to be paid for on the basis of unit prices.

51. *Work*--The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction, and furnishing, installing, and incorporating all materials and equipment into such construction, all as required by the Contract Documents.

52. *Work Change Directive*--A written statement to Contractor issued on or after the Effective Date of the Agreement and signed by Owner and recommended by Engineer ordering an addition, deletion, or revision in the Work, or responding to differing or unforeseen subsurface or physical conditions under which the Work is to be performed or to emergencies. A Work Change Directive will not change the Contract Price or the Contract Times

but is evidence that the parties expect that the change ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Times.

1.02 Terminology

A. The following words or terms are not defined but, when used in the Bidding Requirements or Contract Documents, have the following meaning.

B. Intent of Certain Terms or Adjectives

1. The Contract Documents include the terms "as allowed," "as approved," "as ordered", "as directed" or terms of like effect or import to authorize an exercise of professional judgment by Engineer. In addition, the adjectives "reasonable," "suitable," "acceptable," "proper," "satisfactory," or adjectives of like effect or import are used to describe an action or determination of Engineer as to the Work. It is intended that such exercise of professional judgment, action or determination will be solely to evaluate, in general, the Work for compliance with the requirements of and information in the Contract Documents and conformance with the design concept of the completed Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective is not intended to and shall not be effective to assign to Engineer any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility contrary to the provisions of Paragraph 9.09 or any other provision of the Contract Documents.

C. Day

1. The word "day" means a calendar day of 24 hours measured from midnight to the next midnight.

D. Defective

1. The word "defective," when modifying the word "Work," refers to Work that is unsatisfactory, faulty, or deficient in that it:

- a. does not conform to the Contract Documents, or
- b. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents, or
- c. has been damaged prior to Engineer's - recommendation of final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with Paragraph 14.04 or 14.05).

E. Furnish, Install, Perform, Provide

1. The word “furnish,” when used in connection with services, materials, or equipment, shall mean to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.

2. The word “install,” when used in connection with services, materials, or equipment, shall mean to put into use or place in final position said services, materials, or equipment complete and ready for intended use.

3. The words “perform” or “provide,” when used in connection with services, materials, or equipment, shall mean to furnish and install said services, materials, or equipment complete and ready for intended use.

4. When “furnish,” “install,” “perform,” or “provide” is not used in connection with services, materials, or equipment in a context clearly requiring an obligation of Contractor, “provide” is implied.

F. Unless stated otherwise in the Contract Documents, words or phrases which have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

ARTICLE 2 - PRELIMINARY MATTERS

2.01 *Delivery of Bonds and Evidence of Insurance*

A. When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner such bonds as Contractor may be required to furnish.

B. *Evidence of Insurance:* Before any Work at the Site is started, Contractor and Owner shall each deliver to the other, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance which either of them or any additional insured may reasonably request) which Contractor and Owner respectively are required to purchase and maintain in accordance with Article 5.

2.02 *Copies of Documents*

A. Owner shall furnish to Contractor up to ~~ten~~ printed or hard copies of the Drawings and Project Manual. Additional copies will be furnished upon request at the cost of reproduction.

2.03 *Commencement of Contract Times; Notice to Proceed*

A. The Contract Times will commence to run on the thirtieth day after the Effective Date of the Agreement

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

2.04 *Starting the Work*

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

2.05 *Before Starting Construction*

A. *Preliminary Schedules:* Within 10 days after the Effective Date of the Agreement (unless otherwise specified in the General Requirements), Contractor shall submit to Engineer for timely review:

1. a preliminary Progress Schedule; indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract Documents;

2. a preliminary Schedule of Submittals; and

3. a preliminary Schedule of Values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

2.06 *Preconstruction Conference*

A. Before any Work at the Site is started, a conference attended by Owner, Contractor, Engineer, and others as appropriate will be held to establish a working understanding among the parties as to the Work and to discuss the schedules referred to in Paragraph 2.05.A, procedures for handling Shop Drawings and other submittals, processing Applications for Payment, and maintaining required records.

2.07 *Initial Acceptance of Schedules*

A. At least 10 days before submission of the first Application for Payment a conference attended by Contractor, Engineer, and others as appropriate will be held to review for acceptability to Engineer as provided below the schedules submitted in accordance with Paragraph 2.05.A. Contractor shall have an additional 10 days to make corrections and adjustments and to complete and resubmit the schedules. No progress payment shall be made to Contractor until acceptable schedules are submitted to Engineer.

1. The Progress Schedule will be acceptable to Engineer if it provides an orderly progression of the Work to completion within the Contract Times. Such acceptance will not impose on Engineer responsibility for the Progress Schedule, for sequencing, scheduling, or progress of the Work nor interfere with or relieve Contractor from Contractor's full responsibility therefore.

2. Contractor's Schedule of Submittals will be acceptable to Engineer if it provides a workable arrangement for reviewing and processing the required submittals.

3. Contractor's Schedule of Values will be acceptable to Engineer as to form and substance if it provides a reasonable allocation of the Contract Price to component parts of the Work.

ARTICLE 3 - CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE

3.01 *Intent*

A. The Contract Documents are complementary; what is required by one is as binding as if required by all.

B. It is the intent of the Contract Documents to describe a functionally complete Project (or part thereof) to be constructed in accordance with the Contract Documents. Any labor, documentation, services, materials, or equipment that may reasonably be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the intended result will be provided whether or not specifically called for at no additional cost to Owner.

C. Clarifications and interpretations of the Contract Documents shall be issued by Engineer as provided in Article 9.

3.02 *Reference Standards*

A. Standards, Specifications, Codes, Laws, and Regulations

1. Reference to standards, specifications, manuals, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, shall mean the standard, specification, manual, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Agreement if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.

2. No provision of any such standard, specification, manual or code, or any instruction of a Supplier shall be effective to change the duties or

responsibilities of Owner, Contractor, or Engineer, or any of their subcontractors, consultants, agents, or employees from those set forth in the Contract Documents. No such provision or instruction shall be effective to assign to Owner, or Engineer, or any of, their Related Entities, any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of the Contract Documents.

3.03 *Reporting and Resolving Discrepancies*

A. Reporting Discrepancies

1. *Contractor's Review of Contract Documents Before Starting Work:* Before undertaking each part of the Work, Contractor shall carefully study and compare the Contract Documents and check and verify pertinent figures therein and all applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy which Contractor may discover and shall obtain a written interpretation or clarification from Engineer before proceeding with any Work affected thereby.

2. *Contractor's Review of Contract Documents During Performance of Work:* If, during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents or between the Contract Documents and any provision of any Law or Regulation applicable to the performance of the Work or of any standard, specification, manual or code, or of any instruction of any Supplier, Contractor shall promptly report it to Engineer in writing. Contractor shall not proceed with the Work affected thereby (except in an emergency as required by Paragraph 6.16.A) until an amendment or supplement to the Contract Documents has been issued by one of the methods indicated in Paragraph 3.04.

3. Contractor shall not be liable to Owner or Engineer for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Contractor knew or reasonably should have known thereof.

B. Resolving Discrepancies

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the Contract Documents shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between the provisions of the Contract Documents and:

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

b. the provisions of any Laws or Regulations applicable to the performance of the Work

(unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

3.04 *Amending and Supplementing Contract Documents*

A. The Contract Documents may be amended to provide for additions, deletions, and revisions in the Work or to modify the terms and conditions thereof by either a Change Order or a Work Change Directive.

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

1. A Field Order;

2. Engineer's approval of a Shop Drawing or Sample; (Subject to the provisions of Paragraph 6.17.D.3); or

3. Engineer's written interpretation or clarification.

3.05 *Reuse of Documents*

A. Contractor and any Subcontractor or Supplier or other individual or entity performing or furnishing all of the Work under a direct or indirect contract with Contractor, shall not:

1. have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or Engineer's consultants, including electronic media editions; or

2. reuse any of such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of Owner and Engineer and specific written verification or adaptation by Engineer.

B. The prohibition of this Paragraph 3.05 will survive final payment, or termination of the Contract. Nothing herein shall preclude Contractor from retaining copies of the Contract Documents for record purposes.

3.06 *Electronic Data*

A. Copies of data furnished by Owner or Engineer to Contractor or Contractor to Owner or Engineer that may be relied upon are limited to the printed copies (also known as hard copies). Files in electronic media format of text, data, graphics, or other types are furnished only for the convenience of the receiving party. Any conclusion or information obtained or derived from such electronic files will be at the user's

sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

B. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 60-day acceptance period will be corrected by the transferring party.

C. When transferring documents in electronic media format, the transferring party makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by the data's creator.

ARTICLE 4 - AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS; REFERENCE POINTS

4.01 *Availability of Lands*

A. Owner shall furnish the Site. Owner shall notify Contractor of any encumbrances or restrictions not of general application but specifically related to use of the Site with which Contractor must comply in performing the Work. Owner will obtain in a timely manner and pay for easements for permanent structures or permanent changes in existing facilities. If Contractor and Owner are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, as a result of any delay in Owner's furnishing the Site or a part thereof, Contractor may make a Claim therefore as provided in Paragraph 10.05.

B. Upon reasonable written request, Owner shall furnish Contractor with a current statement of record legal title and legal description of the lands upon which the Work is to be performed and Owner's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.

C. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

4.02 *Subsurface and Physical Conditions*

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

1. those reports of explorations and tests of subsurface conditions at or contiguous to the Site that Engineer has used in preparing the Contract Documents; and

2. those drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) that Engineer has used in preparing the Contract Documents.

B. Limited Reliance by Contractor on Technical Data Authorized: Contractor may rely upon the general accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data," Contractor may not rely upon or make any claim against Owner or Engineer, or any of their Related Entities with respect to:

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto; or

2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or

3. any Contractor interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions, or information.

4.03 Differing Subsurface or Physical Conditions

A. Notice: If Contractor believes that any subsurface or physical condition at or contiguous to the Site that is uncovered or revealed either:

1. is of such a nature as to establish that any "technical data" on which Contractor is entitled to rely as provided in Paragraph 4.02 is materially inaccurate; or

2. is of such a nature as to require a change in the Contract Documents; or

3. differs materially from that shown or indicated in the Contract Documents; or

4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;

then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by

Paragraph 6.16.A), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except as aforesaid) until receipt of written order to do so.

B. Engineer's Review: After receipt of written notice as required by Paragraph 4.03.A, Engineer will promptly review the pertinent condition, determine the necessity of Owner's obtaining additional exploration or tests with respect thereto, and advise Owner in writing (with a copy to Contractor) of Engineer's findings and conclusions.

C. Possible Price and Times Adjustments

1. The Contract Price or the Contract Times, or both, will be equitably adjusted to the extent that the existence of such differing subsurface or physical condition causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:

a. such condition must meet any one or more of the categories described in Paragraph 4.03.A; and

b. with respect to Work that is paid for on a Unit Price Basis, any adjustment in Contract Price will be subject to the provisions of Paragraphs 9.07 and 11.03.

2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times if:

a. Contractor knew of the existence of such conditions at the time Contractor made a final commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract; or

b. the existence of such condition could reasonably have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such final commitment; or

c. Contractor failed to give the written notice as required by Paragraph 4.03.A.

3. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, a Claim may be made therefore as provided in Paragraph 10.05. However, Owner and Engineer, and any of their Related Entities shall not be liable to Contractor for any claims, costs, losses, or damages (including but

not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Contractor on or in connection with any other project or anticipated project.

4.04 *Underground Facilities*

A. *Shown or Indicated:* The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the Site is based on information and data furnished to Owner or Engineer by the owners of such Underground Facilities, including Owner, or by others. Unless it is otherwise expressly provided in the Supplementary Conditions:

1. Owner and Engineer shall not be responsible for the accuracy or completeness of any such information or data; and

2. the cost of all of the following will be included in the Contract Price, and Contractor shall have full responsibility for:

- a. reviewing and checking all such information and data,
- b. locating all Underground Facilities shown or indicated in the Contract Documents,
- c. coordination of the Work with the owners of such Underground Facilities, including Owner, during construction, and
- d. the safety and protection of all such Underground Facilities and repairing any damage thereto resulting from the Work.

B. *Not Shown or Indicated*

1. If an Underground Facility is uncovered or revealed at or contiguous to the Site which was not shown or indicated, or not shown or indicated with reasonable accuracy in the Contract Documents, Contractor shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 6.16.A), identify the owner of such Underground Facility and give written notice to that owner and to Owner and Engineer. Engineer will promptly review the Underground Facility and determine the extent, if any, to which a change is required in the Contract Documents to reflect and document the consequences of the existence or location of the Underground Facility. During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.

2. If Engineer concludes that a change in the Contract Documents is required, a Work Change

Directive or a Change Order will be issued to reflect and document such consequences. An equitable adjustment shall be made in the Contract Price or Contract Times, or both, to the extent that they are attributable to the existence or location of any Underground Facility that was not shown or indicated or not shown or indicated with reasonable accuracy in the Contract Documents and that Contractor did not know of and could not reasonably have been expected to be aware of or to have anticipated. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment in Contract Price or Contract Times, Owner or Contractor may make a Claim therefore as provided in Paragraph 10.05.

4.05 *Reference Points*

A. Owner shall provide engineering surveys to establish reference points for construction which in Engineer's judgment are necessary to enable Contractor to proceed with the Work. Contractor shall be responsible for laying out the Work, shall protect and preserve the established reference points and property monuments, and shall make no changes or relocations without the prior written approval of Owner. Contractor shall report to Engineer whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

4.06 *Hazardous Environmental Condition at Site*

A. *Reports and Drawings:* Reference is made to the Supplementary Conditions for the identification of those reports and drawings relating to a Hazardous Environmental Condition identified at the Site, if any, that have been utilized by the Engineer in the preparation of the Contract Documents.

B. *Limited Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the general accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data," Contractor may not rely upon or make any claim against Owner or Engineer, or any of their Related Entities with respect to:

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor and safety precautions and programs incident thereto; or

2. other data, interpretations, opinions and information contained in such reports or shown or indicated in such drawings; or

3. any Contractor interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions or information.

C. Contractor shall not be responsible for any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work. Contractor shall be responsible for a Hazardous Environmental Condition created with any materials brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible.

D. If Contractor encounters a Hazardous Environmental Condition or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, Contractor shall immediately: (i) secure or otherwise isolate such condition; (ii) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 6.16.A); and (iii) notify Owner and Engineer (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any.

E. Contractor shall not be required to resume Work in connection with such condition or in any affected area until after Owner has obtained any required permits related thereto and delivered to Contractor written notice: (i) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work; or (ii) specifying any special conditions under which such Work may be resumed safely. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, or both, as a result of such Work stoppage or such special conditions under which Work is agreed to be resumed by Contractor, either party may make a Claim therefore as provided in Paragraph 10.05.

F. If after receipt of such written notice Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, and then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of an adjustment in Contract Price or Contract Times as a result of deleting such portion of the Work, then either party may make a Claim therefore as provided in Paragraph 10.05. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 7.

G. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, Subcontractors, and Engineer, and the officers, directors, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition: (i) was not shown or indicated in the Drawings or Specifications or identified in the Contract Documents to be included within the scope of the Work, and (ii) was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 4.06. G shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

H. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 4.06.H shall obligate Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

I. The provisions of Paragraphs 4.02, 4.03, and 4.04 do not apply to a Hazardous Environmental Condition uncovered or revealed at the Site.

ARTICLE 5 - BONDS AND INSURANCE

5.01 *Performance, Payment, and Other Bonds*

A. Contractor shall furnish performance and payment bonds, each in an amount at least equal to the Contract Price as security for the faithful performance and payment of all of Contractor's obligations under the Contract Documents. These bonds shall remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified in Paragraph 13.07, whichever is later, except as provided otherwise by Laws or Regulations or by the Contract Documents. Contractor shall also furnish such other bonds as are required by the Contract Documents.

B. All bonds shall be in the form prescribed by the Contract Documents except as provided otherwise by

Laws or Regulations, and shall be executed by such sureties as are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. All bonds signed by an agent must be accompanied by a certified copy of the agent's authority to act.

C. If the surety on any bond furnished by Contractor is declared bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirements of Paragraph 5.01.B, Contractor shall promptly notify Owner and Engineer and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which shall comply with the requirements of Paragraphs 5.01.B and 5.02.

5.02 *Licensed Sureties and Insurers*

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

5.03 *Certificates of Insurance*

A. Contractor shall deliver to Owner, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by Owner or any other additional insured) which Contractor is required to purchase and maintain.

B. Owner shall deliver to Contractor, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by Contractor or any other additional insured) which Owner is required to purchase and maintain.

5.04 *Contractor's Liability Insurance*

A. Contractor shall purchase and maintain such liability and other insurance as is appropriate for the Work being performed and as will provide protection from claims set forth below which may arise out of or result from Contractor's performance of the Work and Contractor's other obligations under the Contract Documents, whether it is to be performed by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the

Work, or by anyone for whose acts any of them may be liable:

1. claims under workers' compensation, disability benefits, and other similar employee benefit acts;

2. claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees;

3. claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees;

4. claims for damages insured by reasonably available personal injury liability coverage which are sustained:

a. by any person as a result of an offense directly or indirectly related to the employment of such person by Contractor, or

b. by any other person for any other reason;

5. claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom; and

6. claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.

B. The policies of insurance required by this Paragraph 5.04 shall:

1. with respect to insurance required by Paragraphs 5.04.A.3 through 5.04.A.6 inclusive, include as additional insured (subject to any customary exclusion regarding professional liability) Owner and Engineer, and any other individuals or entities identified in the Supplementary Conditions, all of whom shall be listed as additional insureds, and include coverage for the respective officers, directors, partners, employees, agents, consultants and subcontractors of each and any of all such additional insureds, and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby;

2. include at least the specific coverages and be written for not less than the limits of liability provided in the Supplementary Conditions or required by Laws or Regulations, whichever is greater;

3. include completed operations insurance;

4. include contractual liability insurance covering Contractor's indemnity obligations under Paragraphs 6.11 and 6.20;

5. contain a provision or endorsement that the coverage afforded will not be canceled, materially changed or renewal refused until at least 30 days prior written notice has been given to Owner and Contractor and to each other additional insured identified in the Supplementary Conditions to whom a certificate of insurance has been issued (and the certificates of insurance furnished by the Contractor pursuant to Paragraph 5.03 will so provide);

6. remain in effect at least until final payment and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work in accordance with Paragraph 13.07; and

7. with respect to completed operations insurance, and any insurance coverage written on a claims-made basis, remain in effect for at least two years after final payment.

a. Contractor shall furnish Owner and each other additional insured identified in the Supplementary Conditions, to whom a certificate of insurance has been issued, evidence satisfactory to Owner and any such additional insured of continuation of such insurance at final payment and one year thereafter.

5.05 *Owner's Liability Insurance*

A. In addition to the insurance required to be provided by Contractor under Paragraph 5.04, Owner, at Owner's option, may purchase and maintain at Owner's expense Owner's own liability insurance as will protect Owner against claims which may arise from operations under the Contract Documents.

5.06 *Property Insurance*

A. Unless otherwise provided in the Supplementary Conditions, Owner shall purchase and maintain property insurance upon the Work at the Site in the amount of the full replacement cost thereof (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). This insurance shall:

1. include the interests of Owner, Contractor, Subcontractors, and Engineer, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as an insured or additional insured;

*2. be written on a Builder's Risk "all-risk" or open peril or special causes of loss policy form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, false work, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire, lightning,

extended coverage, theft, vandalism and malicious mischief, earthquake, collapse, debris removal, demolition occasioned by enforcement of Laws and Regulations, water damage, (other than caused by flood) and such other perils or causes of loss as may be specifically required by the Supplementary Conditions;

3. include expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects);

4. cover materials and equipment stored at the Site or at another location that was agreed to in writing by Owner prior to being incorporated in the Work, provided that such materials and equipment have been included in an Application for Payment recommended by Engineer;

5. allow for partial utilization of the Work by Owner;

6. include testing and startup; and

7. be maintained in effect until final payment is made unless otherwise agreed to in writing by Owner, Contractor, and Engineer with 30 days written notice to each other additional insured to whom a certificate of insurance has been issued.

B. Owner shall purchase and maintain such boiler and machinery insurance or additional property insurance as may be required by the Supplementary Conditions or Laws and Regulations which will include the interests of Owner, Contractor, Subcontractors, and Engineer, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as an insured or additional insured.

C. All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained in accordance with Paragraph 5.06 will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 30 days prior written notice has been given to Owner and Contractor and to each other additional insured to whom a certificate of insurance has been issued and will contain waiver provisions in accordance with Paragraph 5.07.

D. Owner shall not be responsible for purchasing and maintaining any property insurance specified in this Paragraph 5.06 to protect the interests of Contractor, Subcontractors, or others in the Work to the extent of any deductible amounts that are identified in the Supplementary Conditions. The risk of loss within such identified deductible amount will be borne by Contractor, Subcontractors, or others suffering any such loss, and if any of them wishes property insurance coverage within

the limits of such amounts, each may purchase and maintain it at the purchaser's own expense.

*E. If Contractor requests in writing that other special insurance be included in the property insurance policies provided under Paragraph 5.06, Owner shall, if possible, include such insurance, and the cost thereof will be charged to Contractor by appropriate Change Order. Prior to commencement of the Work at the Site, Owner shall in writing advise Contractor whether or not such other insurance has been procured by Owner.

5.07 *Waiver of Rights*

A. Owner and Contractor intend that all policies purchased in accordance with Paragraph 5.06 will protect Owner, Contractor, Subcontractors, and Engineer, and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or additional insureds (and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them) in such policies and will provide primary coverage for all losses and damages caused by the perils or causes of loss covered thereby. All such policies shall contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any of the insureds or additional insureds hereunder. Owner and Contractor waive all rights against each other and their respective officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them for all losses and damages caused by, arising out of or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Subcontractors, and Engineer, and all other individuals or entities identified in the Supplementary Conditions to be listed as insured or additional insured (and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them) under such policies for losses and damages so caused. None of the above waivers shall extend to the rights that any party making such waiver may have to the proceeds of insurance held by Owner as trustee or otherwise payable under any policy so issued.

B. Owner waives all rights against Contractor, Subcontractors, and Engineer, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them for:

1. loss due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Owner's property or the Work caused by, arising out of, or resulting from fire or other perils whether or not insured by Owner; and

2. loss or damage to the completed Project or part thereof caused by, arising out of, or resulting from fire or other insured peril or cause of loss covered by any property insurance maintained on the completed Project

or part thereof by Owner during partial utilization pursuant to Paragraph 14.05, after Substantial Completion pursuant to Paragraph 14.04, or after final payment pursuant to Paragraph 14.07.

C. Any insurance policy maintained by Owner covering any loss, damage or consequential loss referred to in Paragraph 5.07.B shall contain provisions to the effect that in the event of payment of any such loss, damage, or consequential loss, the insurers will have no rights of recovery against Contractor, Subcontractors, or Engineer, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them.

5.08 *Receipt and Application of Insurance Proceeds*

A. Any insured loss under the policies of insurance required by Paragraph 5.06 will be adjusted with Owner and made payable to Owner as fiduciary for the insureds, as their interests may appear, subject to the requirements of any applicable mortgage clause and of Paragraph 5.08.B. Owner shall deposit in a separate account any money so received and shall distribute it in accordance with such agreement as the parties in interest may reach. If no other special agreement is reached, the damaged Work shall be repaired or replaced, the moneys so received applied on account thereof, and the Work and the cost thereof covered by an appropriate Change Order.

B. Owner as fiduciary shall have power to adjust and settle any loss with the insurers unless one of the parties in interest shall object in writing within 15 days after the occurrence of loss to Owner's exercise of this power. If such objection be made, Owner as fiduciary shall make settlement with the insurers in accordance with such agreement as the parties in interest may reach. If no such agreement among the parties in interest is reached, Owner as fiduciary shall adjust and settle the loss with the insurers and, if required in writing by any party in interest, Owner as fiduciary shall give bond for the proper performance of such duties.

5.09 *Acceptance of Bonds and Insurance; Option to Replace*

A. If either Owner or Contractor has any objection to the coverage afforded by or other provisions of the bonds or insurance required to be purchased and maintained by the other party in accordance with Article 5 on the basis of non-conformance with the Contract Documents, the objecting party shall so notify the other party in writing within 10 days after receipt of the certificates (or other evidence requested) required by Paragraph 2.01.B. Owner and Contractor shall each provide to the other such additional information in respect of insurance provided as the other may reasonably request. If either party does not purchase or maintain all of the bonds and insurance required of such party by the Contract Documents, such party shall notify the other party in writing of such failure to purchase prior to the

start of the Work, or of such failure to maintain prior to any change in the required coverage. Without prejudice to any other right or remedy, the other party may elect to obtain equivalent bonds or insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and a Change Order shall be issued to adjust the Contract Price accordingly.

5.10 *Partial Utilization, Acknowledgment of Property Insurer*

A. If Owner finds it necessary to occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work as provided in Paragraph 14.05, no such use or occupancy shall commence before the insurers providing the property insurance pursuant to Paragraph 5.06 have acknowledged notice thereof and in writing effected any changes in coverage necessitated thereby. The insurers providing the property insurance shall consent by endorsement on the policy or policies, but the property insurance shall not be canceled or permitted to lapse on account of any such partial use or occupancy.

ARTICLE 6 - CONTRACTOR'S RESPONSIBILITIES

6.01 *Supervision and Superintendence*

A. Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction. Contractor shall not be responsible for the negligence of Owner or Engineer in the design or specification of a specific means, method, technique, sequence, or procedure of construction which is shown or indicated in and expressly required by the Contract Documents.

B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who shall not be replaced without written notice to Owner and Engineer except under extraordinary circumstances. The superintendent will be Contractor's representative at the Site and shall have authority to act on behalf of Contractor. All communications given to or received from the superintendent shall be binding on Contractor.

6.02 *Labor; Working Hours*

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

B. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours. Contractor will not permit the performance of Work on a Saturday, Sunday, or any legal holiday without Owner's written consent (which will not be unreasonably withheld) given after prior written notice to Engineer.

6.03 *Services, Materials, and Equipment*

A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start-up, and completion of the Work.

B. All materials and equipment incorporated into the Work shall be as specified or, if not specified, shall be of good quality and new, except as otherwise provided in the Contract Documents. All special warranties and guarantees required by the Specifications shall expressly run to the benefit of Owner. If required by Engineer, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.

C. All materials and equipment shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

6.04 *Progress Schedule*

A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.07 as it may be adjusted from time to time as provided below.

1. Contractor shall submit to Engineer for acceptance (to the extent indicated in Paragraph 2.07) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times. Such adjustments will comply with any provisions of the General Requirements applicable thereto.

2. Proposed adjustments in the Progress Schedule that will change the Contract Times shall be submitted in accordance with the requirements of Article 12. Adjustments in Contract Times may only be made by a Change Order.

6.05 *Substitutes and "Or-Equals"*

A. Whenever an item of material or equipment is specified or described in the Contract Documents by

using the name of a proprietary item or the name of a particular Supplier, the specification or description is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or-equal" item or no substitution is permitted, other items of material or equipment or material or equipment of other Suppliers may be submitted to Engineer for review under the circumstances described below.

1. *"Or-Equal" Items:* If in Engineer's sole discretion an item of material or equipment proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, it may be considered by Engineer as an "or-equal" item, in which case review and approval of the proposed item may, in Engineer's sole discretion, be accomplished without compliance with some or all of the requirements for approval of proposed substitute items. For the purposes of this Paragraph 6.05.A.1, a proposed item of material or equipment will be considered functionally equal to an item so named if:

a. in the exercise of reasonable judgment Engineer determines that:

1) it is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;

2) it will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole,

3) it has a proven record of performance and availability of responsive service; and

b. Contractor certifies that, if approved and incorporated into the Work:

1) there will be no increase in cost to the Owner or increase in Contract Times, and

2) it will conform substantially to the detailed requirements of the item named in the Contract Documents.

2. Substitute Items

a. If in Engineer's sole discretion an item of material or equipment proposed by Contractor does not qualify as an "or-equal" item under Paragraph 6.05.A.1, it will be considered a proposed substitute item.

b. Contractor shall submit sufficient information as provided below to allow Engineer to determine that the item of material or equipment proposed is essentially equivalent to that named

and an acceptable substitute therefore. Requests for review of proposed substitute items of material or equipment will not be accepted by Engineer from anyone other than Contractor.

c. The requirements for review by Engineer will be as set forth in Paragraph 6.05.A.2.d, as supplemented in the General Requirements and as Engineer may decide is appropriate under the circumstances.

d. Contractor shall make written application to Engineer for review of a proposed substitute item of material or equipment that Contractor seeks to furnish or use. The application:

1) shall certify that the proposed substitute item will:

a) perform adequately the functions and achieve the results called for by the general design,

b) be similar in substance to that specified, and

c) be suited to the same use as that specified;

2) will state:

a) the extent, if any, to which the use of the proposed substitute item will prejudice Contractor's achievement of Substantial Completion on time;

b) whether or not use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for other work on the Project) to adapt the design to the proposed substitute item; and

c) whether or not incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty;

3) will identify:

a) all variations of the proposed substitute item from that specified, and

b) available engineering, sales, maintenance, repair, and replacement services;

4) and shall contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute

item, including costs of redesign and claims of other contractors affected by any resulting change,

B. *Substitute Construction Methods or Procedures:* If a specific means, method, technique, sequence, or procedure of construction is expressly required by the Contract Documents, Contractor may furnish or utilize a substitute means, method, technique, sequence, or procedure of construction approved by Engineer. Contractor shall submit sufficient information to allow Engineer, in Engineer's sole discretion, to determine that the substitute proposed is equivalent to that expressly called for by the Contract Documents. The requirements for review by Engineer will be similar to those provided in Paragraph 6.05.A.2.

C. *Engineer's Evaluation:* Engineer will be allowed a reasonable time within which to evaluate each proposal or submittal made pursuant to Paragraphs 6.05.A and 6.05.B. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No "or equal" or substitute will be ordered, installed or utilized until Engineer's review is complete, which will be evidenced by either a Change Order for a substitute or an approved Shop Drawing for an "or equal." Engineer will advise Contractor in writing of any negative determination.

D. *Special Guarantee:* Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.

E. *Engineer's Cost Reimbursement:* Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor pursuant to Paragraphs 6.05.A.2 and 6.05.B. Whether or not Engineer approves a substitute item so proposed or submitted by Contractor, Contractor shall reimburse Owner for the charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the charges of Engineer for making changes in the Contract Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute.

F. *Contractor's Expense:* Contractor shall provide all data in support of any proposed substitute or "or-equal" at Contractor's expense.

6.06 *Concerning Subcontractors, Suppliers, and Others*

A. Contractor shall not employ any Subcontractor, Supplier, or other individual or entity (including those acceptable to Owner as indicated in Paragraph 6.06.B), whether initially or as a replacement, against whom Owner may have reasonable objection. Contractor shall not be required to employ any Subcontractor,

Supplier, or other individual or entity to furnish or perform any of the Work against whom Contractor has reasonable objection.

B. If the Supplementary Conditions require the identity of certain Subcontractors, Suppliers, or other individuals or entities to be submitted to Owner in advance for acceptance by Owner by a specified date prior to the Effective Date of the Agreement, and if Contractor has submitted a list thereof in accordance with the Supplementary Conditions, Owner's acceptance (either in writing or by failing to make written objection thereto by the date indicated for acceptance or objection in the Bidding Documents or the Contract Documents) of any such Subcontractor, Supplier, or other individual or entity so identified may be revoked on the basis of reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor, Supplier, or other individual or entity, and the Contract Price will be adjusted by the difference in the cost occasioned by such replacement, and an appropriate Change Order will be issued. No acceptance by Owner of any such Subcontractor, Supplier, or other individual or entity, whether initially or as a replacement, shall constitute a waiver of any right of Owner or Engineer to reject defective Work.

C. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of the Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work just as Contractor is responsible for Contractor's own acts and omissions. Nothing in the Contract Documents:

1. shall create for the benefit of any such Subcontractor, Supplier, or other individual or entity any contractual relationship between Owner or Engineer and any such Subcontractor, Supplier or other individual or entity, nor

2. shall anything in the Contract Documents create any obligation on the part of Owner or Engineer to pay or to see to the payment of any moneys due any such Subcontractor, Supplier, or other individual or entity except as may otherwise be required by Laws and Regulations.

D. Contractor shall be solely responsible for scheduling and coordinating the Work of Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work under a direct or indirect contract with Contractor.

E. Contractor shall require all Subcontractors, Suppliers, and such other individuals or entities performing or furnishing any of the Work to communicate with Engineer through Contractor.

F. The divisions and sections of the Specifications and the identifications of any Drawings shall not control Contractor in dividing the Work among Subcon-

tractors or Suppliers or delineating the Work to be performed by any specific trade.

G. All Work performed for Contractor by a Subcontractor or Supplier will be pursuant to an appropriate agreement between Contractor and the Subcontractor or Supplier which specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of Owner and Engineer. Whenever any such agreement is with a Subcontractor or Supplier who is listed as an additional insured on the property insurance provided in Paragraph 5.06, the agreement between the Contractor and the Subcontractor or Supplier will contain provisions whereby the Subcontractor or Supplier waives all rights against Owner, Contractor, and Engineer, and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or additional insureds (and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them) for all losses and damages caused by, arising out of, relating to, or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work. If the insurers on any such policies require separate waiver forms to be signed by any Subcontractor or Supplier, Contractor will obtain the same.

6.07 *Patent Fees and Royalties*

A. Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if to the actual knowledge of Owner or Engineer its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by Owner in the Contract Documents.

B. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents.

6.08 *Permits*

A. Unless otherwise provided in the Supplementary Conditions, Contractor shall obtain and pay for all construction permits and licenses. Owner shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work which are applicable at the time of opening of Bids, or, if there are no Bids, on the Effective Date of the Agreement. Owner shall pay all charges of utility owners for connections for providing permanent service to the Work.

6.09 *Laws and Regulations*

A. Contractor shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.

B. If Contractor performs any Work knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work. However, it shall not be Contractor's primary responsibility to make certain that the Specifications and Drawings are in accordance with Laws and Regulations, but this shall not relieve Contractor of Contractor's obligations under Paragraph 3.03.

C. Changes in Laws or Regulations not known at the time of opening of Bids (or, on the Effective Date of the Agreement if there were no Bids) having an effect on the cost or time of performance of the Work shall be the subject of an adjustment in Contract Price or Contract Times. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefore as provided in Paragraph 10.05.

6.10 *Taxes*

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

6.11 *Use of Site and Other Areas*

A. Limitation on Use of Site and Other Areas

1. Contractor shall confine construction equipment, the storage of materials and equipment, and the

operations of workers to the Site and other areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and other areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof, or of any adjacent land or areas resulting from the performance of the Work.

2. Should any claim be made by any such owner or occupant because of the performance of the Work, Contractor shall promptly settle with such other party by negotiation or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law.

3. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against Owner, Engineer, or any other party indemnified hereunder to the extent caused by or based upon Contractor's performance of the Work.

B. Removal of Debris During Performance of the Work: During the progress of the Work Contractor shall keep the Site and other areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris shall conform to applicable Laws and Regulations.

C. Cleaning: Prior to Substantial Completion of the Work Contractor shall clean the Site and the Work and make it ready for utilization by Owner. At the completion of the Work Contractor shall remove from the Site all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.

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

6.12 *Record Documents*

A. Contractor shall maintain in a safe place at the Site one record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications in good order and annotated to show changes made during construction. These record documents together with all approved Samples and a counterpart of all approved Shop

Drawings will be available to Engineer for reference. Upon completion of the Work, these record documents, Samples, and Shop Drawings will be delivered to Engineer for Owner.

6.13 *Safety and Protection*

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

1. all persons on the Site or who may be affected by the Work;

2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and

*3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.

B. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify owners of adjacent property and of Underground Facilities and other utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property.

C. All damage, injury, or loss to any property referred to in Paragraph 6.13.A.2 or 6.13.A.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner or Engineer or, or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).

D. Contractor's duties and responsibilities for safety and for protection of the Work shall continue until such time as all the Work is completed and Engineer has issued a notice to Owner and Contractor in accordance with Paragraph 14.07.B that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).

6.14 *Safety Representative*

A. Contractor shall designate a qualified and experienced safety representative at the Site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.

6.15 *Hazard Communication Programs*

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

6.16 *Emergencies*

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

6.17 *Shop Drawings and Samples*

A. Contractor shall submit Shop Drawings and Samples to Engineer for review and approval in accordance with the acceptable Schedule of Submittals (as required by Paragraph 2.07). Each submittal will be identified as Engineer may require.

1. Shop Drawings

a. Submit number of copies specified in the General Requirements.

b. Data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Contractor proposes to provide and to enable Engineer to review the information for the limited purposes required by Paragraph 6.17.D.

2. *Samples*: Contractor shall also submit Samples to Engineer for review and approval in accordance with the acceptable schedule of Shop Drawings and Sample submittals.

a. Submit number of Samples specified in the Specifications.

b. Clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer may require to enable Engineer to review the submittal for the limited purposes required by Paragraph 6.17.D.

B. Where a Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals, any related Work performed prior to Engineer's review and approval of the pertinent submittal will be at the sole expense and responsibility of Contractor.

C. Submittal Procedures

1. Before submitting each Shop Drawing or Sample, Contractor shall have determined and verified:

a. all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto;

b. the suitability of all materials with respect to intended use, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work;

c. all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto; and

d. shall also have reviewed and coordinated each Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents.

2. Each submittal shall bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review and approval of that submittal.

3. With each submittal, Contractor shall give Engineer specific written notice of any variations, that the Shop Drawing or Sample may have from the requirements of the Contract Documents. This notice shall be both a written communication separate from the Shop Drawing's or Sample Submittal; and, in addition, by a specific notation made on each Shop Drawing or Sample submitted to Engineer for review and approval of each such variation.

D. Engineer's Review

1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the Schedule of Submittals acceptable to Engineer. Engineer's review and approval will be only to determine if the items covered by the submittals will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.

2. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction (except where a particular means, method, technique, sequence, or procedure of construction is specifically and expressly called for by the Contract Documents) or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.

3. Engineer's review and approval shall not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 6.17.C.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer's review and approval shall not relieve Contractor from responsibility for complying with the requirements of Paragraph 6.17.C.1.

E. Resubmittal Procedures

1. Contractor shall make corrections required by Engineer and shall return the required number of corrected copies of Shop Drawings and submit, as required, new Samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous submittals.

6.18 *Continuing the Work*

A. Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or disagreements with Owner. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, except as permitted by Paragraph 15.04 or as Owner and Contractor may otherwise agree in writing.

6.19 *Contractor's General Warranty and Guarantee*

A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer and its Related Entities shall be entitled to rely on representation of Contractor's warranty and guarantee.

B. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:

1. abuse, modification, or improper maintenance or operation by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or

2. normal wear and tear under normal usage.

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

1. observations by Engineer;

2. recommendation by Engineer or payment by Owner of any progress or final payment;

3. the issuance of a certificate of Substantial Completion by Engineer or any payment related thereto by Owner;

4. use or occupancy of the Work or any part thereof by Owner;

5. any review and approval of a Shop Drawing or Sample submittal or the issuance of a notice of acceptability by Engineer;

6. any inspection, test, or approval by others; or

7. any correction of defective Work by Owner.

6.20 *Indemnification*

A. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable.

B. In any and all claims against Owner or Engineer or any of their respective consultants, agents, officers, directors, partners, or employees by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 6.20.A shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.

C. The indemnification obligations of Contractor under Paragraph 6.20.A shall not extend to the liability of Engineer and Engineer's officers, directors, partners, employees, agents, consultants and subcontractors arising out of:

1. the preparation or approval of, or the failure to prepare or approve, maps, Drawings, opinions, reports, surveys, Change Orders, designs, or Specifications; or
2. giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.

6.21 *Delegation of Professional Design Services*

A. Contractor will not be required to provide professional design services unless such services are specifically required by the Contract Documents for a portion of the Work or unless such services are required to carry out Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. Contractor shall not be required to provide professional services in violation of applicable law.

B. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of Contractor by the Contract Documents, Owner and Engineer will specify all performance and design criteria that such services must satisfy. Contractor shall cause such services or certifications to be provided by a properly licensed professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to Engineer.

C. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals, provided Owner and Engineer have

specified to Contractor all performance and design criteria that such services must satisfy.

D. Pursuant to this Paragraph 6.21, Engineer's review and approval of design calculations and design drawings will be only for the limited purpose of checking for conformance with performance and design criteria given and the design concept expressed in the Contract Documents. Engineer's review and approval of Shop Drawings and other submittals (except design calculations and design drawings) will be only for the purpose stated in Paragraph 6.17.D.1.

E. Contractor shall not be responsible for the adequacy of the performance or design criteria required by the Contract Documents.

ARTICLE 7 - OTHER WORK AT THE SITE

7.01 *Related Work at Site*

A. Owner may perform other work related to the Project at the Site with Owner's employees or via other direct contracts therefore, or have other work performed by utility owners. If such other work is not noted in the Contract Documents, then:

1. written notice thereof will be given to Contractor prior to starting any such other work; and
2. if Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times that should be allowed as a result of such other work, a Claim may be made therefore as provided in Paragraph 10.05.

B. Contractor shall afford each other contractor who is a party to such a direct contract, each utility owner and Owner, if Owner is performing other work with Owner's employees, proper and safe access to the Site, a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work, and shall properly coordinate the Work with theirs. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering their work and will only cut or alter their work with the written consent of Engineer and the others whose work will be affected. The duties and responsibilities of Contractor under this Paragraph are for the benefit of such utility owners and other contractors to the extent that there are comparable provisions for the benefit of Contractor in said direct contracts between Owner and such utility owners and other contractors.

C. If the proper execution or results of any part of Contractor's Work depends upon work performed by others under this Article 7, Contractor shall inspect such other work and promptly report to Engineer in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Contractor's Work. Contractor's failure to so report will constitute an acceptance of such other work as fit and proper for integration with Contractor's Work except for latent defects and deficiencies in such other work.

7.02 *Coordination*

A. If Owner intends to contract with others for the performance of other work on the Project at the Site, the following will be set forth in Supplementary Conditions:

1. the individual or entity that will have authority and responsibility for coordination of the activities among the various contractors will be identified;
2. the specific matters to be covered by such authority and responsibility will be itemized; and
3. the extent of such authority and responsibilities will be provided.

B. Unless otherwise provided in the Supplementary Conditions, Owner shall have sole authority and responsibility for such coordination.

7.03 *Legal Relationships*

A. Paragraphs 7.01.A and 7.02 are not applicable for utilities not under the control of Owner.

B. Each other direct contract of Owner under Paragraph 7.01.A shall provide that the other contractor is liable to Owner and Contractor for the reasonable direct delay and disruption costs incurred by Contractor as a result of the other contractor's actions or inactions.

C. Contractor shall be liable to Owner and any other contractor for the reasonable direct delay and disruption costs incurred by such other contractor as a result of Contractor's action or inactions.

ARTICLE 8 - OWNER'S RESPONSIBILITIES

8.01 *Communications to Contractor*

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

8.02 *Replacement of Engineer*

A. In case of termination of the employment of Engineer, Owner shall appoint an engineer to whom Contractor makes no reasonable objection, whose status under the Contract Documents shall be that of the former Engineer.

8.03 *Furnish Data*

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

8.04 *Pay When Due*

A. Owner shall make payments to Contractor when they are due as provided in Paragraphs 14.02.C and 14.07.C.

8.05 *Lands and Easements; Reports and Tests*

A. Owner's duties in respect of providing lands and easements and providing engineering surveys to establish reference points are set forth in Paragraphs 4.01 and 4.05. Paragraph 4.02 refers to Owner's identifying and making available to Contractor copies of reports of explorations and tests of subsurface conditions and drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site that have been utilized by Engineer in preparing the Contract Documents.

8.06 *Insurance*

A. Owner's responsibilities, if any, in respect to purchasing and maintaining liability and property insurance are set forth in Article 5.

8.07 *Change Orders*

A. Owner is obligated to execute Change Orders as indicated in Paragraph 10.03.

8.08 *Inspections, Tests, and Approvals*

A. Owner's responsibility in respect to certain inspections, tests, and approvals is set forth in Paragraph 13.03.B.

8.09 *Limitations on Owner's Responsibilities*

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

8.10 *Undisclosed Hazardous Environmental Condition*

A. Owner's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in Paragraph 4.06.

8.11 *Evidence of Financial Arrangements*

A. If and to the extent Owner has agreed to furnish Contractor reasonable evidence that financial arrangements have been made to satisfy Owner's obligations under the Contract Documents, Owner's responsibility in respect thereof will be as set forth in the Supplementary Conditions.

ARTICLE 9 - ENGINEER'S STATUS DURING CONSTRUCTION

9.01 *Owner's Representative*

A. Engineer will be Owner's representative during the construction period. The duties and responsibilities and the limitations of authority of Engineer as Owner's representative during construction are set forth in the Contract Documents and will not be changed without written consent of Owner and Engineer.

9.02 *Visits to Site*

A. Engineer will make visits to the Site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe as an experienced and qualified design professional the progress that has been made and the quality of the various aspects of Contractor's executed Work. Based on information obtained during such visits and observations, Engineer, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. Engineer's efforts will be directed toward providing for Owner a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, Engineer will keep Owner informed of the progress of the Work and will endeavor to guard Owner against defective Work.

B. Engineer's visits and observations are subject to all the limitations on Engineer's authority and responsibility set forth in Paragraph 9.09. Particularly, but without limitation, during or as a result of Engineer's visits or observations of Contractor's Work Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any

failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work.

9.03 *Project Representative*

A. If Owner and Engineer agree, Engineer will furnish a Resident Project Representative to assist Engineer in providing more extensive observation of the Work. The authority and responsibilities of any such Resident Project Representative and assistants will be as provided in the Supplementary Conditions, and limitations on the responsibilities thereof will be as provided in Paragraph 9.09. If Owner designates another representative or agent to represent Owner at the Site who is not Engineer's consultant, agent or employee, the responsibilities and authority and limitations thereon of such other individual or entity will be as provided in the Supplementary Conditions.

9.04 *Authorized Variations in Work*

A. Engineer may authorize minor variations in the Work from the requirements of the Contract Documents which do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. These may be accomplished by a Field Order and will be binding on Owner and also on Contractor, who shall perform the Work involved promptly. If Owner or Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, or both, and the parties are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefore as provided in Paragraph 10.05.

9.05 *Rejecting Defective Work*

A. Engineer will have authority to reject Work which Engineer believes to be defective, or that Engineer believes will not produce a completed Project that conforms to the Contract Documents or that will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Engineer will also have authority to require special inspection or testing of the Work as provided in Paragraph 13.04, whether or not the Work is fabricated, installed, or completed.

9.06 *Shop Drawings, Change Orders and Payments*

A. In connection with Engineer's authority, and limitations thereof, as to Shop Drawings and Samples, see Paragraph 6.17.

B. In connection with Engineer's authority, and limitations thereof, as to design calculations and design drawings submitted in response to a delegation of professional design services, if any, see Paragraph 6.21.

C. In connection with Engineer's authority as to Change Orders, see Articles 10, 11, and 12.

D. In connection with Engineer's authority as to Applications for Payment, see Article 14.

9.07 *Determinations for Unit Price Work*

A. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Engineer will review with Contractor the Engineer's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). Engineer's written decision thereon will be final and binding (except as modified by Engineer to reflect changed factual conditions or more accurate data) upon Owner and Contractor, subject to the provisions of Paragraph 10.05.

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

A. Engineer will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work thereunder. All matters in question and other matters between Owner and Contractor arising prior to the date final payment is due relating to the acceptability of the Work, and the interpretation of the requirements of the Contract Documents pertaining to the performance of the Work, will be referred initially to Engineer in writing within 30 days of the event giving rise to the question

B. Engineer will, with reasonable promptness, render a written decision on the issue referred. If Owner or Contractor believe that any such decision entitles them to an adjustment in the Contract Price or Contract Times or both, a Claim may be made under Paragraph 10.05. The date of Engineer's decision shall be the date of the event giving rise to the issues referenced for the purposes of Paragraph 10.05.B.

C. Engineer's written decision on the issue referred will be final and binding on Owner and Contractor, subject to the provisions of Paragraph 10.05.

D. When functioning as interpreter and judge under this Paragraph 9.08, Engineer will not show partiality to Owner or Contractor and will not be liable in connection with any interpretation or decision rendered in good faith in such capacity.

9.09 *Limitations on Engineer's Authority and Responsibilities*

A. Neither Engineer's authority or responsibility under this Article 9 or under any other provision of the Contract Documents nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or

performance of any authority or responsibility by Engineer shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.

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

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

D. Engineer's review of the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Paragraph 14.07.A will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals that the results certified indicate compliance with the Contract Documents.

E. The limitations upon authority and responsibility set forth in this Paragraph 9.09 shall also apply to, the Resident Project Representative, if any, and assistants, if any.

ARTICLE 10 - CHANGES IN THE WORK; CLAIMS

10.01 *Authorized Changes in the Work*

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

B. If Owner and Contractor are unable to agree on entitlement to, or on the amount or extent, if any, of an adjustment in the Contract Price or Contract Times, or both, that should be allowed as a result of a Work Change Directive, a Claim may be made therefore as provided in Paragraph 10.05.

10.02 *Unauthorized Changes in the Work*

A. Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents as amended, modified, or supplemented as provided in Paragraph 3.04, except in the case of an emergency as provided in Paragraph 6.16 or in the case of uncovering Work as provided in Paragraph 13.04.B.

10.03 *Execution of Change Orders*

A. Owner and Contractor shall execute appropriate Change Orders recommended by Engineer covering:

1. changes in the Work which are: (i) ordered by Owner pursuant to Paragraph 10.01.A, (ii) required because of acceptance of defective Work under Paragraph 13.08.A or Owner's correction of defective Work under Paragraph 13.09, or (iii) agreed to by the parties;

2. changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive; and

3. changes in the Contract Price or Contract Times which embody the substance of any written decision rendered by Engineer pursuant to Paragraph 10.05; provided that, in lieu of executing any such Change Order, an appeal may be taken from any such decision in accordance with the provisions of the Contract Documents and applicable Laws and Regulations, but during any such appeal, Contractor shall carry on the Work and adhere to the Progress Schedule as provided in Paragraph 6.18.A.

10.04 *Notification to Surety*

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

10.05 *Claims*

A. *Engineer's Decision Required:* All Claims, except those waived pursuant to Paragraph 14.09, shall be referred to the Engineer for decision. A decision by Engineer shall be required as a condition precedent to any exercise by Owner or Contractor of any rights or remedies either may otherwise have under the Contract Documents or by Laws and Regulations in respect of such Claims.

B. *Notice:* Written notice stating the general nature of each Claim, shall be delivered by the claimant to Engineer and the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto. The responsibility to substantiate a Claim shall rest with the party making the Claim. Notice of the amount or extent of the Claim, with supporting data shall be delivered to the Engineer and the other party to the Contract within 60 days after the start of such event (unless Engineer allows additional time for claimant to submit additional or more accurate data in support of such Claim). A Claim for an adjustment in Contract Price shall be prepared in accordance with the provisions of Paragraph 12.01.B. A Claim for an adjustment in Contract Time shall be prepared in accordance with the provisions of Paragraph 12.02.B. Each Claim shall be accompanied by claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant believes it is entitled as a result of said event. The opposing party shall submit any response to Engineer and the claimant within 30 days after receipt of the claimant's last submittal (unless Engineer allows additional time).

C. *Engineer's Action:* Engineer will review each Claim and, within 30 days after receipt of the last submittal of the claimant or the last submittal of the opposing party, if any, take one of the following actions in writing:

1. deny the Claim in whole or in part,

2. approve the Claim, or

3. notify the parties that the Engineer is unable to resolve the Claim if, in the Engineer's sole discretion, it would be inappropriate for the Engineer to do so. For purposes of further resolution of the Claim, such notice shall be deemed a denial.

D. In the event that Engineer does not take action on a Claim within said 30 days, the Claim shall be deemed denied.

E. Engineer's written action under Paragraph 10.05.C or denial pursuant to Paragraphs 10.05.C.3 or 10.05.D will be final and binding upon Owner and Contractor, unless Owner or Contractor invoke the dispute resolution procedure set forth in Article 16 within 30 days of such action or denial.

F. No Claim for an adjustment in Contract Price or Contract Times will be valid if not submitted in accordance with this Paragraph 10.05.

ARTICLE 11 - COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK

11.01 *Cost of the Work*

A. Costs Included: The term Cost of the Work means the sum of all costs, except those excluded in Paragraph 11.01.B, necessarily incurred and paid by Contractor in the proper performance of the Work. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, the costs to be reimbursed to Contractor will be only those additional or incremental costs required because of the change in the Work or because of the event giving rise to the Claim. Except as otherwise may be agreed to in writing by Owner, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall include only the following items, and shall not include any of the costs itemized in Paragraph 11.01.B.

1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor. Such employees shall include, without limitation, superintendents, foremen, and other personnel employed full time at the Site. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits, which shall include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, shall be included in the above to the extent authorized by Owner.

2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts shall accrue to Owner. All trade discounts, rebates and refunds and returns from sale of surplus materials and equipment shall accrue to Owner, and Contractor shall make provisions so that they may be obtained.

3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from subcontractors acceptable to Owner and Contractor and shall deliver such bids to Owner, who will then determine, with the advice of Engineer, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee shall be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 11.01.

4. Costs of special consultants (including but not limited to Engineers, architects, testing laboratories,

surveyors, attorneys, and accountants) employed for services specifically related to the Work.

5. Supplemental costs including the following:

a. The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.

b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Contractor.

c. Rentals of all construction equipment and machinery, and the parts thereof whether rented from Contractor or others in accordance with rental agreements approved by Owner with the advice of Engineer, and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.

d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, imposed by Laws and Regulations.

e. Deposits lost for causes other than negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.

f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of property insurance established in accordance with Paragraph 5.06.D), provided such losses and damages have resulted from causes other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses shall be included in the Cost of the Work for the purpose of determining Contractor's fee.

g. The cost of utilities, fuel, and sanitary facilities at the Site.

h. Minor expenses such as telegrams, long distance telephone calls, telephone service at the Site, expresses, and similar petty cash items in connection with the Work.

i. The costs of premiums for all bonds and insurance Contractor is required by the Contract Documents to purchase and maintain.

B. *Costs Excluded:* The term Cost of the Work shall not include any of the following items:

1. Payroll costs and other compensation of Contractor's officers, executives, principals (of partnerships and sole proprietorships), general managers, safety managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 11.01.A.1 or specifically covered by Paragraph 11.01.A.4, all of which are to be considered administrative costs covered by the Contractor's fee.

2. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.

3. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.

4. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.

5. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraphs 11.01.A and 11.01.B.

C. *Contractor's Fee:* When all the Work is performed on the basis of cost-plus, Contractor's fee shall be determined as set forth in the Agreement. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, Contractor's fee shall be determined as set forth in Paragraph 12.01.C.

D. *Documentation:* Whenever the Cost of the Work for any purpose is to be determined pursuant to Paragraphs 11.01.A and 11.01.B, Contractor will establish and maintain records thereof in accordance with generally

accepted accounting practices and submit in a form acceptable to Engineer an itemized cost breakdown together with supporting data.

11.02 Allowances

A. It is understood that Contractor has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums and by such persons or entities as may be acceptable to Owner and Engineer.

B. Cash Allowances

1. Contractor agrees that:

a. the cash allowances include the cost to Contractor (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and

b. Contractor's costs for unloading and handling on the Site, labor, installation, overhead, profit, and other expenses contemplated for the cash allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment on account of any of the foregoing will be valid.

C. Contingency Allowance

1. Contractor agrees that a contingency allowance, if any, is for the sole use of Owner to cover unanticipated costs.

D. Prior to final payment, an appropriate Change Order will be issued as recommended by Engineer to reflect actual amounts due Contractor on account of Work covered by allowances, and the Contract Price shall be correspondingly adjusted.

11.03 Unit Price Work

A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.

B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Determinations of the actual quantities and classifications of Unit Price Work performed by Contractor will be made by Engineer subject to the provisions of Paragraph 9.07.

C. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover

Contractor's overhead and profit for each separately identified item.

D. Owner or Contractor may make a Claim for an adjustment in the Contract Price in accordance with Paragraph 10.05 if:

1. the quantity of any item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement; and
2. there is no corresponding adjustment with respect any other item of Work; and
3. Contractor believes that Contractor is entitled to an increase in Contract Price as a result of having incurred additional expense or Owner believes that Owner is entitled to a decrease in Contract Price and the parties are unable to agree as to the amount of any such increase or decrease.

ARTICLE 12 - CHANGE OF CONTRACT PRICE; CHANGE OF CONTRACT TIMES

12.01 *Change of Contract Price*

A. The Contract Price may only be changed by a Change Order. Any Claim for an adjustment in the Contract Price shall be based on written notice submitted by the party making the Claim to the Engineer and the other party to the Contract in accordance with the provisions of Paragraph 10.05.

B. The value of any Work covered by a Change Order or of any Claim for an adjustment in the Contract Price will be determined as follows:

1. where the Work involved is covered by unit prices contained in the Contract Documents, by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 11.03); or
2. where the Work involved is not covered by unit prices contained in the Contract Documents, by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 12.01.C.2); or
3. where the Work involved is not covered by unit prices contained in the Contract Documents and agreement to a lump sum is not reached under Paragraph 12.01.B.2, on the basis of the Cost of the Work (determined as provided in Paragraph 11.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 12.01.C).

C. *Contractor's Fee*: The Contractor's fee for overhead and profit shall be determined as follows:

1. a mutually acceptable fixed fee; or
2. if a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:
 - a. for costs incurred under Paragraphs 11.01.A.1 and 11.01.A.2, the Contractor's fee shall be 15 percent;
 - b. for costs incurred under Paragraph 11.01.A.3, the Contractor's fee shall be five percent;
 - c. where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraph 12.01.C.2.a is that the Subcontractor who actually performs the Work, at whatever tier, will be paid a fee of 15 percent of the costs incurred by such Subcontractor under Paragraphs 11.01.A.1 and 11.01.A.2 and that any higher tier Subcontractor and Contractor will each be paid a fee of five percent of the amount paid to the next lower tier Subcontractor;
 - d. no fee shall be payable on the basis of costs itemized under Paragraphs 11.01.A.4, 11.01.A.5, and 11.01.B;
 - e. the amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in cost will be the amount of the actual net decrease in cost plus a deduction in Contractor's fee by an amount equal to five percent of such net decrease; and
 - f. when both additions and credits are involved in any one change, the adjustment in Contractor's fee shall be computed on the basis of the net change in accordance with Paragraphs 12.01.C.2.a through 12.01.C.2.e, inclusive.

12.02 *Change of Contract Times*

A. The Contract Times may only be changed by a Change Order. Any Claim for an adjustment in the Contract Times shall be based on written notice submitted by the party making the Claim to the Engineer and the other party to the Contract in accordance with the provisions of Paragraph 10.05.

B. Any adjustment of the Contract Times covered by a Change Order or any Claim for an adjustment in the Contract Times will be determined in accordance with the provisions of this Article 12.

12.03 Delays

A. Where Contractor is prevented from completing any part of the Work within the Contract Times due to delay beyond the control of Contractor, the Contract Times will be extended in an amount equal to the time lost due to such delay if a Claim is made therefore as provided in Paragraph 12.02.A. Delays beyond the control of Contractor shall include, but not be limited to, acts or neglect by Owner, acts or neglect of utility owners or other contractors performing other work as contemplated by Article 7, fires, floods, epidemics, abnormal weather conditions, or acts of God.

B. If Owner, Engineer, or other contractors or utility owners performing other work for Owner as contemplated by Article 7, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in the Contract Price or the Contract Times, or both. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.

C. If Contractor is delayed in the performance or progress of the Work by fire, flood, epidemic, abnormal weather conditions, acts of God, acts or failures to act of utility owners not under the control of Owner, or other causes not the fault of and beyond control of Owner and Contractor, then Contractor shall be entitled to an equitable adjustment in Contract Times, if such adjustment is essential to Contractor's ability to complete the Work within the Contract Times. Such an adjustment shall be Contractor's sole and exclusive remedy for the delays described in this Paragraph 12.03.C.

D. Owner, Engineer and the Related Entities of each of them shall not be liable to Contractor for any claims, costs, losses, or damages (including but not limited to all fees and charges of Engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Contractor on or in connection with any other project or anticipated project.

E. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delays within the control of Contractor. Delays attributable to and within the control of a Subcontractor or Supplier shall be deemed to be delays within the control of Contractor.

ARTICLE 13 - TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

13.01 Notice of Defects

A. Prompt notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor. All defective Work may be rejected, corrected, or accepted as provided in this Article 13.

13.02 Access to Work

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

13.03 Tests and Inspections

A. Contractor shall give Engineer timely notice of readiness of the Work for all required inspections, tests, or approvals and shall cooperate with inspection and testing personnel to facilitate required inspections or tests.

B. Owner shall employ and pay for the services of an independent testing laboratory to perform all inspections, tests, or approvals required by the Contract Documents except:

1. for inspections, tests, or approvals covered by Paragraphs 13.03.C and 13.03.D below;

2. that costs incurred in connection with tests or inspections conducted pursuant to Paragraph 13.04.B shall be paid as provided in said Paragraph 13.04.C; and

3. as otherwise specifically provided in the Contract Documents.

C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Engineer the required certificates of inspection or approval.

D. Contractor shall be responsible for arranging and obtaining and shall pay all costs in connection with any inspections, tests, or approvals required for Owner's and Engineer's acceptance of materials or equipment to be incorporated in the Work; or acceptance of materials, mix designs, or equipment submitted for approval prior to

Contractor's purchase thereof for incorporation in the Work. Such inspections, tests, or approvals shall be performed by organizations acceptable to Owner and Engineer.

E. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, it must, if requested by Engineer, be uncovered for observation.

F. Uncovering Work as provided in Paragraph 13.03.E shall be at Contractor's expense unless Contractor has given Engineer timely notice of Contractor's intention to cover the same and Engineer has not acted with reasonable promptness in response to such notice.

13.04 *Uncovering Work*

A. If any Work is covered contrary to the written request of Engineer, it must, if requested by Engineer, be uncovered for Engineer's observation and replaced at Contractor's expense.

B. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, Contractor, at Engineer's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Engineer may require, that portion of the Work in question, furnishing all necessary labor, material, and equipment.

C. If it is found that the uncovered Work is defective, Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and Owner shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount thereof, Owner may make a Claim therefore as provided in Paragraph 10.05.

D. If, the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, Contractor may make a Claim therefore as provided in Paragraph 10.05.

13.05 *Owner May Stop the Work*

A. If the Work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way

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

13.06 *Correction or Removal of Defective Work*

A. Promptly after receipt of notice, Contractor shall correct all defective Work, whether or not fabricated, installed, or completed, or, if the Work has been rejected by Engineer, remove it from the Project and replace it with Work that is not defective. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or removal (including but not limited to all costs of repair or replacement of work of others).

B. When correcting defective Work under the terms of this Paragraph 13.06 or Paragraph 13.07, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.

13.07 *Correction Period*

A. If within one year after the date of Substantial Completion (or such longer period of time as may be prescribed by the terms of any applicable special guarantee required by the Contract Documents) or by any specific provision of the Contract Documents, any Work is found to be defective, or if the repair of any damages to the land or areas made available for Contractor's use by Owner or permitted by Laws and Regulations as contemplated in Paragraph 6.11.A is found to be defective, Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:

1. repair such defective land or areas; or
2. correct such defective Work; or
3. if the defective Work has been rejected by Owner, remove it from the Project and replace it with Work that is not defective, and
4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others or other land or areas resulting therefore.

B. If Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss

or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others) will be paid by Contractor.

C. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications .

D. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this Paragraph 13.07, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.

E. Contractor's obligations under this Paragraph 13.07 are in addition to any other obligation or warranty. The provisions of this Paragraph 13.07 shall not be construed as a substitute for or a waiver of the provisions of any applicable statute of limitation or repose.

13.08 *Acceptance of Defective Work*

A. If, instead of requiring correction or removal and replacement of defective Work, Owner (and, prior to Engineer's recommendation of final payment, Engineer) prefers to accept it, Owner may do so. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) attributable to Owner's evaluation of and determination to accept such defective Work (such costs to be approved by Engineer as to reasonableness) and the diminished value of the Work to the extent not otherwise paid by Contractor pursuant to this sentence. If any such acceptance occurs prior to Engineer's recommendation of final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work, and Owner shall be entitled to an appropriate decrease in the Contract Price, reflecting the diminished value of Work so accepted. If the parties are unable to agree as to the amount thereof, Owner may make a Claim therefore as provided in Paragraph 10.05. If the acceptance occurs after such recommendation, an appropriate amount will be paid by Contractor to Owner.

13.09 *Owner May Correct Defective Work*

A. If Contractor fails within a reasonable time after written notice from Engineer to correct defective

Work or to remove and replace rejected Work as required by Engineer in accordance with Paragraph 13.06.A, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any other provision of the Contract Documents, Owner may, after seven days written notice to Contractor, correct or remedy any such deficiency.

B. In exercising the rights and remedies under this Paragraph 13.09, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, take possession of Contractor's tools, appliances, construction equipment and machinery at the Site, and incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner's representatives, agents and employees, Owner's other contractors, and Engineer and Engineer's consultants access to the Site to enable Owner to exercise the rights and remedies under this Paragraph.

C. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 13.09 will be charged against Contractor, and a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and Owner shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount of the adjustment, Owner may make a Claim therefore as provided in Paragraph 10.05. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.

D. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies under this Paragraph 13.09.

ARTICLE 14 - PAYMENTS TO CONTRACTOR AND COMPLETION

14.01 *Schedule of Values*

A. The Schedule of Values established as provided in Paragraph 2.07.A will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to Engineer. Progress payments on account of Unit Price Work will be based on the number of units completed.

14.02 *Progress Payments*

A. Applications for Payments

1. At least 20 days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to Engineer for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice, or other documentation warranting that Owner has received the materials and equipment free and clear of all Liens and evidence that the materials and equipment are covered by appropriate property insurance or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.

2. Beginning with the second Application for Payment, each Application shall include an affidavit of Contractor stating that all previous progress payments received on account of the Work have been applied on account to discharge Contractor's legitimate obligations associated with prior Applications for Payment.

3. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.

B. *Review of Applications*

1. Engineer will, within 10 days after receipt of each Application for Payment, either indicate in writing a recommendation of payment and present the Application to Owner or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.

2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's observations on the Site of the executed Work as an experienced and qualified design professional and on Engineer's review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:

- a. the Work has progressed to the point indicated;
- b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the

results of any subsequent tests called for in the Contract Documents, to a final determination of quantities and classifications for Unit Price Work under Paragraph 9.07, and to any other qualifications stated in the recommendation); and

c. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work.

3. By recommending any such payment Engineer will not thereby be deemed to have represented that:

a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract Documents; or

b. that there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.

4. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose responsibility on Engineer:

a. to supervise, direct, or control the Work, or

b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or

c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work, or

d. to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or

e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.

5. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 14.02.B.2. Engineer may also refuse to recommend any such payment or, because of subsequently discovered evidence or the results of subsequent inspections or tests, revise or revoke any such payment recommendation previously made, to such extent as may

be necessary in Engineer's opinion to protect Owner from loss because:

- a. the Work is defective, or completed Work has been damaged, requiring correction or replacement;
- b. the Contract Price has been reduced by Change Orders;
- c. Owner has been required to correct defective Work or complete Work in accordance with Paragraph 13.09; or
- d. Engineer has actual knowledge of the occurrence of any of the events enumerated in Paragraph 15.02.A.

C. Payment Becomes Due

1. Ten days after presentation of the Application for Payment to Owner with Engineer's recommendation, the amount recommended will (subject to the provisions of Paragraph 14.02.D) become due, and when due will be paid by Owner to Contractor.

D. Reduction in Payment

1. Owner may refuse to make payment of the full amount recommended by Engineer because:

- a. claims have been made against Owner on account of Contractor's performance or furnishing of the Work;
- b. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens;
- c. there are other items entitling Owner to a set-off against the amount recommended; or
- d. Owner has actual knowledge of the occurrence of any of the events enumerated in Paragraphs 14.02.B.5.a through 14.02.B.5.c or Paragraph 15.02.A.

2. If Owner refuses to make payment of the full amount recommended by Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and promptly pay Contractor any amount remaining after deduction of the amount so withheld. Owner shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, when Contractor corrects to Owner's satisfaction the reasons for such action.

3. If it is subsequently determined that Owner's refusal of payment was not justified, the amount

wrongfully withheld shall be treated as an amount due as determined by Paragraph 14.02.C.1.

14.03 Contractor's Warranty of Title

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

14.04 Substantial Completion

A. When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner and Engineer in writing that the entire Work is substantially complete (except for items specifically listed by Contractor as incomplete) and request that Engineer issue a certificate of Substantial Completion.

B. Promptly after Contractor's notification, , Owner, Contractor, and Engineer shall make an inspection of the Work to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor in writing giving the reasons therefore.

C. If Engineer considers the Work substantially complete, Engineer will deliver to Owner a tentative certificate of Substantial Completion which shall fix the date of Substantial Completion. There shall be attached to the certificate a tentative list of items to be completed or corrected before final payment. Owner shall have seven days after receipt of the tentative certificate during which to make written objection to Engineer as to any provisions of the certificate or attached list. If, after considering such objections, Engineer concludes that the Work is not substantially complete, Engineer will within 14 days after submission of the tentative certificate to Owner notify Contractor in writing, stating the reasons therefore. If, after consideration of Owner's objections, Engineer considers the Work substantially complete, Engineer will within said 14 days execute and deliver to Owner and Contractor a definitive certificate of Substantial Completion (with a revised tentative list of items to be completed or corrected) reflecting such changes from the tentative certificate as Engineer believes justified after consideration of any objections from Owner.

D. At the time of delivery of the tentative certificate of Substantial Completion, Engineer will deliver to Owner and Contractor a written recommendation as to division of responsibilities pending final payment between Owner and Contractor with respect to security, operation, safety, and protection of the Work, maintenance, heat, utilities, insurance, and warranties and guarantees. Unless Owner and Contractor agree otherwise in writing and so inform Engineer in writing prior to Engineer's issuing the definitive certificate of Substantial Completion, Engineer's aforesaid recommendation will be binding on Owner and Contractor until final payment.

E. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to complete or correct items on the tentative list.

14.05 *Partial Utilization*

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

1. Owner at any time may request Contractor in writing to permit Owner to use or occupy any such part of the Work which Owner believes to be ready for its intended use and substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor will certify to Owner and Engineer that such part of the Work is substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.

2. Contractor at any time may notify Owner and Engineer in writing that Contractor considers any such part of the Work ready for its intended use and substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.

3. Within a reasonable time after either such request, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefore. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 14.04 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.

4. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 5.10 regarding property insurance.

14.06 *Final Inspection*

A. Upon written notice from Contractor that the entire Work or an agreed portion thereof is complete, Engineer will promptly make a final inspection with Owner and Contractor and will notify Contractor in writing of all particulars in which this inspection reveals that the Work is incomplete or defective. Contractor shall

immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

14.07 *Final Payment*

A. Application for Payment

1. After Contractor has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance certificates of inspection, marked-up record documents (as provided in Paragraph 6.12), and other documents, Contractor may make application for final payment following the procedure for progress payments.

2. The final Application for Payment shall be accompanied (except as previously delivered) by:

a. all documentation called for in the Contract Documents, including but not limited to the evidence of insurance required by Paragraph 5.04.B.7;

b. consent of the surety, if any, to final payment;

c. a list of all Claims against Owner that Contractor believes are unsettled; and

d. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of or Liens filed in connection with the Work.

3. In lieu of the releases or waivers of Liens specified in Paragraph 14.07.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (i) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (ii) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner or Owner's property might in any way be responsible have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien.

B. Engineer's Review of Application and Acceptance

1. If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor's other obligations under the Contract Documents have been fulfilled,

Engineer will, within ten days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of payment and present the Application for Payment to Owner for payment. At the same time Engineer will also give written notice to Owner and Contractor that the Work is acceptable subject to the provisions of Paragraph 14.09. Otherwise, Engineer will return the Application for Payment to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.

C. Payment Becomes Due

1. Thirty days after the presentation to Owner of the Application for Payment and accompanying documentation, the amount recommended by Engineer, less any sum Owner is entitled to set off against Engineer's recommendation, including but not limited to liquidated damages, will become due and , will be paid by Owner to Contractor.

14.08 *Final Completion Delayed*

A. If, through no fault of Contractor, final completion of the Work is significantly delayed, and if Engineer so confirms, Owner shall, upon receipt of Contractor's final Application for Payment (for Work fully completed and accepted) and recommendation of Engineer, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance to be held by Owner for Work not fully completed or corrected is less than the retainage stipulated in the Agreement, and if bonds have been furnished as required in Paragraph 5.01, the written consent of the surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by Contractor to Engineer with the Application for such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

14.09 *Waiver of Claims*

A. The making and acceptance of final payment will constitute:

1. a waiver of all Claims by Owner against Contractor, except Claims arising from unsettled Liens, from defective Work appearing after final inspection pursuant to Paragraph 14.06, from failure to comply with the Contract Documents or the terms of any special guarantees specified therein, or from Contractor's continuing obligations under the Contract Documents; and

2. a waiver of all Claims by Contractor against Owner other than those previously made in accordance

with the requirements herein and expressly acknowledged by Owner in writing as still unsettled.

ARTICLE 15 - SUSPENSION OF WORK AND TERMINATION

15.01 *Owner May Suspend Work*

A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by notice in writing to Contractor and Engineer which will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be granted an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension if Contractor makes a Claim therefore as provided in Paragraph 10.05.

15.02 *Owner May Terminate for Cause*

A. The occurrence of any one or more of the following events will justify termination for cause:

1. Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the Progress Schedule established under Paragraph 2.07 as adjusted from time to time pursuant to Paragraph 6.04);

2. Contractor's disregard of Laws or Regulations of any public body having jurisdiction;

3. Contractor's disregard of the authority of Engineer; or

4. Contractor's violation in any substantial way of any provisions of the Contract Documents.

B. If one or more of the events identified in Paragraph 15.02.A occur, Owner may, after giving Contractor (and surety) seven days written notice of its intent to terminate the services of Contractor:

1. exclude Contractor from the Site, and take possession of the Work and of all Contractor's tools, appliances, construction equipment, and machinery at the Site, and use the same to the full extent they could be used by Contractor (without liability to Contractor for trespass or conversion),

2. incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere, and

3. complete the Work as Owner may deem expedient.

C. If Owner proceeds as provided in Paragraph 15.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Owner arising out of or relating to completing the Work, such excess will be paid to Contractor. If such claims, costs, losses, and damages exceed such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as to their reasonableness and, when so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this Paragraph Owner shall not be required to obtain the lowest price for the Work performed.

D. Notwithstanding Paragraphs 15.02.B and 15.02.C, Contractor's services will not be terminated if Contractor begins within seven days of receipt of notice of intent to terminate to correct its failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of said notice.

E. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue. Any retention or payment of moneys due Contractor by Owner will not release Contractor from liability.

F. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 5.01.A, the termination procedures of that bond shall supersede the provisions of Paragraphs 15.02.B, and 15.02.C.

15.03 *Owner May Terminate For Convenience*

A. Upon seven days written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for (without duplication of any items):

1. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;

2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses;

3. all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred in settlement of terminated contracts with Subcontractors, Suppliers, and others; and

4. reasonable expenses directly attributable to termination.

B. Contractor shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

15.04 *Contractor May Stop Work or Terminate*

A. If, through no act or fault of Contractor, (i) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (ii) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (iii) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon seven days written notice to Owner and Engineer, and provided Owner or Engineer do not remedy such suspension or failure within that time, terminate the Contract and recover from Owner payment on the same terms as provided in Paragraph 15.03.

B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Engineer has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed for 30 days to pay Contractor any sum finally determined to be due, Contractor may, seven days after written notice to Owner and Engineer, stop the Work until payment is made of all such amounts due Contractor, including interest thereon. The provisions of this Paragraph 15.04 are not intended to preclude Contractor from making a Claim under Paragraph 10.05 for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to Contractor's stopping the Work as permitted by this Paragraph.

ARTICLE 16 - DISPUTE RESOLUTION

16.01 *Methods and Procedures*

A. Either Owner or Contractor may request mediation of any Claim submitted to Engineer for a decision under Paragraph 10.05 before such decision becomes final and binding. The mediation will be

governed by the Construction Industry Mediation Rules of the American Arbitration Association in effect as of the Effective Date of the Agreement. The request for mediation shall be submitted in writing to the American Arbitration Association and the other party to the Contract. Timely submission of the request shall stay the effect of Paragraph 10.05.E.

B. Owner and Contractor shall participate in the mediation process in good faith. The process shall be concluded within 60 days of filing of the request. The date of termination of the mediation shall be determined by application of the mediation rules referenced above.

C. If the Claim is not resolved by mediation, Engineer's action under Paragraph 10.05.C or a denial pursuant to Paragraphs 10.05.C.3 or 10.05.D shall become final and binding 30 days after termination of the mediation unless, within that time period, Owner or Contractor:

1. Elects in writing to invoke any dispute resolution process provided for in the Supplementary Conditions, or

2. Agrees with the other party to submit the Claim to another dispute resolution process, or

3. Gives written notice to the other party of their intent to submit the Claim to a court of competent jurisdiction.

ARTICLE 17 - MISCELLANEOUS

17.01 *Giving Notice*

A. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if:

1. Delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or

2. delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice.

17.02 *Computation of Times*

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

17.03 *Cumulative Remedies*

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

17.04 *Survival of Obligations*

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

17.05 *Controlling Law*

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

17.06 *Headings*

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

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SUPPLEMENTARY GENERAL CONDITIONS

1. APPLICABILITY

- 1.1 The Supplementary General Conditions are intended to be complimentary to the General Conditions. They are intended to outline additional details and further explain the General Conditions. Should a conflict or discrepancy arise between the General Conditions and the Supplementary General Conditions, the Supplementary General Conditions shall govern.

2. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

- 2.1 Each and every provision of law and clause required by law to be inserted in this Contract shall be deemed to be inserted herein and the Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the Contract shall forthwith be physically amended to make such insertion or correction.

3. CONTRACTOR'S UNDERSTANDING

- 3.1 If the CONTRACTOR, in the course of the work, finds any discrepancy between the drawings and the physical conditions of the locality, or any error or omissions in the drawings or in the layout as given by points and instructions, or discovers unforeseen underground or aboveground conditions or any other unexpected conditions requiring additional work by the CONTRACTOR, it shall be his duty to immediately inform the ENGINEER, in writing, and the ENGINEER shall promptly check the accuracy of the information. Any work done after such discovery, until any necessary changes are authorized, will be done at the CONTRACTOR'S risk.

4. CONTRACTOR'S RESPONSIBILITY FOR THE WORK

- 4.1 Prior to the completion of the work by the CONTRACTOR and the acceptance thereof by the OWNER, the work shall remain at the risk of the CONTRACTOR and said CONTRACTOR shall be required to repair, replace, renew, and make good at his own expense all damages caused by force or violence of the elements or any cause whatsoever, provided however, that in such cases the CONTRACTOR shall be entitled to a reasonable extension of time within which to complete said work. If the cause of the delay shall be due to the negligence, fault, or omission of the CONTRACTOR, the CONTRACTOR shall not be entitled to the extension of time mentioned in the said paragraph.
- 4.2 Anything mentioned in the specifications and not shown in the drawings, or shown in the drawings and not mentioned in the specifications, shall be of like effect as if shown or mentioned in both.

5. STAKING/SURVEY REQUIREMENTS

- 5.1 The **CONTRACTOR** shall provide all construction staking required to construct the project.
- 5.2 **All survey work for the project shall be under the direct and active supervision of a Professional Surveyor and Mapper licensed pursuant to Chapter 472, F.S.**

5.3 AS-BUILTS

Per Paragraph 20 of these Supplemental Conditions.

6. TESTING

- 6.1 Construction testing shall be performed by an independent laboratory and shall be in accordance with the Construction Specifications included herein.
- 6.2 **The selection of the testing laboratory and the costs of the testing shall be the responsibility of the CONTRACTOR.** Any tests which fail to meet the minimum values specified shall be paid for by the CONTRACTOR. Any additional tests required by the ENGINEER, other than those specified as a minimum, shall be paid for by the OWNER.
- 6.3 The scheduling of the tests with the testing laboratory shall be the responsibility of the CONTRACTOR. Each unit of work shall be tested and approved by the ENGINEER prior to starting another unit of work. No work shall be done nor materials used without suitable supervision or inspection by the ENGINEER.

7. PRESERVATION OF PROPERTY, RESPONSIBILITY FOR DAMAGE

- 7.1 The CONTRACTOR shall preserve from damage all property along the line of work, or which is in the vicinity of or is in anyway affected by the work, the removal or destruction of which is not called for by the plans. This applies to private property, public utilities, trees, shrubs, crops, signs, monuments, fences, pipe and underground structures, public highways (except natural wear and tear of highways resulting from legitimate use thereof by the CONTRACTOR), etc., and whenever such property is damaged due to the activities of the CONTRACTOR, it shall be immediately restored to a condition similar or equal to that existing before such damage or injury was done by the CONTRACTOR and at his own expense, or it shall be charged against any moneys due.
- 7.2 CONTRACTOR shall be responsible for maintenance of the project during construction and shall bear all risk of loss for damage to the project by any cause whatsoever during the term of construction.
- 7.3 In case of failure on the part of the CONTRACTOR to restore such property, road or street, or make good such damage or injury, the ENGINEER may, upon 48 hours notice, proceed to repair, rebuild or otherwise restore such property, road or street as may be deemed necessary, and the cost thereof will be deducted from any moneys due or which may become due the CONTRACTOR under the contract.

8. PARTIAL PAYMENT

- 8.1 The CONTRACTOR will receive partial payments on monthly estimates based on the amount of work done and accepted by the ENGINEER. The partial payments shall be approximate only, and all partial estimates and payments shall be subject to correction in the final estimate and payment.
- 8.2 The CONTRACTOR shall prepare and submit to the ENGINEER for approval an estimate covering the total quantities under each item of work that has been completed from the start of the job up to and including the last day of the payment period, and the value of the work so completed determined in accordance with the schedule of unit prices for such items, together with supporting evidence as may be required by the

OWNER and/or ENGINEER. This estimate shall also include an allowance for the cost of such materials and equipment required in the permanent work as has been delivered to the site and suitably protected but not as yet incorporated in the work. This allowance shall be a maximum of 50% of supplier's invoice.

8.3 **All requests for partial payment shall be submitted to the ENGINEER by the last normal work day of each month. Requests received after this date shall be deferred to the following month. Payment shall be made to the CONTRACTOR within 30 days of receipt of a complete and valid request for partial payment.**

8.4 The amount of such payments shall be the total value of the work done to the date of the estimate, based on the quantities and the contract unit prices, less an amount retained and less payments previously made. The amount retained shall be 10% of the amount due until final acceptance.

8.5 The OWNER shall require, as a condition precedent to making any payment, that the CONTRACTOR provide a Contractor's Affidavit and partial or complete Release of Lien, on forms approved by the OWNER. The Contractor's Affidavit shall state that all indebtedness incurred by the CONTRACTOR for labor, equipment, materials and services has been paid by the CONTRACTOR, and for all payments subsequent to the first payment hereunder, as evidence of such payment, CONTRACTOR may be required by OWNER to provide the OWNER with Mechanic's Lien Release or Waivers of Lien from all subcontractors, suppliers of materialmen.

9. FINAL PAYMENT

9.1 When final acceptance has been made by the OWNER, the ENGINEER will then review the amount of final request for payment and certify the amount of this approval. All prior estimates and payments shall be subject to correction in the final estimate and payment. The amount of this estimate, less any sums that may have been deducted or retained under provisions of the contract, will be paid to the CONTRACTOR within 30 days after the final estimate has been approved by the ENGINEER, provided that the following requirements have been met:

9.1.1 The CONTRACTOR has agreed in writing to accept the balance due, as determined by the ENGINEER, as full settlement of his account under the contract, and of all claims in connection therewith.

9.1.2 The CONTRACTOR has furnished affidavits to the effect that all bills are paid and no suits are pending in connection with work done under the contract, and the CONTRACTOR has otherwise fully complied with the provisions of the Florida Lien Law.

9.1.3 All test results, etc., have been received by the ENGINEER.

9.1.4 Any inspections, etc., required by the local governmental entities having jurisdiction have been made.

9.2 The Contract will be considered complete when all work has been finished, the final inspection certified by the ENGINEER, and the project finally accepted in writing by the OWNER. The CONTRACTOR'S responsibility shall then terminate except as otherwise required and set out in these Contract Documents.

10. FAILURE TO COMPLETE WORK ON TIME

- 10.1 Time is of the essence in this Contract but it will be difficult or impossible to ascertain the exact amount of loss which the OWNER will suffer by reason of delays in the completion of the work. It is, therefore, agreed that for each calendar day that any part of the work remains uncompleted after the expiration of the time stipulated for completion of the entire work, or for a portion of the work for which a time of completion is stipulated, with such extensions of time, if any, as may have been recommended by the ENGINEER and approved by the OWNER, the amount or amounts of money stated in these Supplementary General Conditions shall be deducted as liquidated damages from any money due the CONTRACTOR, or if no money is due the CONTRACTOR, the OWNER shall have the right to recover said amount or amounts from the CONTRACTOR, from the Surety, or from both. This deduction is not a penalty but constitutes liquidated damages for the loss to the OWNER because of the increase in expenses for administration, engineering, supervision and inspection, and loss of revenue resulting from the delay.
- 10.2 The CONTRACTOR shall take into account all contingent work which has to be done by other parties, arising from any cause whatsoever, and shall not plead his want of knowledge of said contingent work as an excuse for delay in this work, or for its non-performance.
- 10.3 Nothing in this Article shall be construed as limiting the right of the OWNER to annul the Contract, to take over the work, or to claim damages for the failure of the CONTRACTOR to abide by each and every one of the terms of this Contract as set forth and provided for in the Contract Documents.

11. TIME OF COMPLETION

- 11.1 All work shall be completed as outlined in the Agreement.

12. LIQUIDATED DAMAGES:

- 12.1 The amount of liquidated damages to be assessed shall be Five Hundred dollars (\$500.00) per calendar day for failure to complete the contract as outlined in the Contract Documents.
- 12.2 It is hereby understood and mutually agreed, by and between the CONTRACTOR and the OWNER, that the date of beginning and the time for completion as specified in the Contract of the work to be done here under are ESSENTIAL CONDITIONS of this Contract; and it is further mutually understood and agreed that the work embraced in this Contract shall be commenced on a date to be specified in the Notice to Proceed.
- 12.3 The CONTRACTOR agrees that said work shall be prosecuted regularly, diligently, and uninterruptedly at such rate of progress as will insure full completion thereof within the time set forth in the Proposal. It is expressly understood and agreed, by and between the CONTRACTOR and the OWNER, that the time for the completion of the work described herein is a reasonable time for the completion of the same, taking into consideration the average climatic range and usual industrial conditions prevailing in this locality.
- 12.4 If the CONTRACTOR shall neglect, fail or refuse to complete the work within the time herein specified, or any proper extension thereof granted by the OWNER, then the CONTRACTOR does hereby agree, as a part consideration for the awarding of this Contract, to pay to the OWNER the amount specified in the Contract not as a penalty but as liquidated damages for such breach of Contract as hereinafter set forth, for each

and every calendar day including Sundays and Holidays that the CONTRACTOR shall be in default after the time stipulated in the Contract for completing the work.

- 12.5 The said amount is fixed and agreed upon by and between the CONTRACTOR and OWNER because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages the OWNER would in such event sustain, and said amount is agreed to be the amount of damages which the OWNER would sustain and said amount shall be retained from time to time by the OWNER from current periodical estimates or in the final Change Order.
- 12.6 It is further agreed that time is of the essence of each and every portion of this Contract and of the Specifications wherein a definite and certain length of time is fixed for the performance of any act whatsoever; and where under the Contract an additional time is allowed for the completion of any work, the new time limit fixed by such extension shall be of the essence of this Contract. Provided, that the CONTRACTOR shall not be charged with liquidated damages or any excess cost when the delay in completion of the work is due:
- 12.6.1 To any preference, priority or allocation order duly issued by the Government.
- 12.6.2 To unforeseeable cause beyond the control and without the fault or negligence of the CONTRACTOR, including, but not restricted to, acts of God, or of the public enemy, acts of the OWNER, acts of another contractor in the performance of a contract with the OWNER, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather, and;
- 12.6.3 To any delays of Subcontractor or suppliers occasioned by any of the causes specified in subsection (1) and (2) of this article: Provided, further, that the CONTRACTOR shall, notify the OWNER, in writing, of the causes of the delay. The OWNER shall ascertain the facts and extent of the delay and notify the CONTRACTOR within a reasonable time of its decision in the matter.
- 12.7 If the CONTRACTOR finds that he will be unable to complete the work under this Contract within the time period set forth in the Proposal plus any time extensions allowed due to the above causes, he may submit a formal written request to the OWNER through the ENGINEER for a time extension for causes other than those specified heretofore. Such formal request must be submitted by Friday 12:00 (noon) for any cause that has occurred within the previous seven (7) calendar days, and be accompanied by an up-to-date report of construction status, a revised, detailed construction schedule and any further documentation which the OWNER may require or which the CONTRACTOR may consider pertinent and favorable to his request. The OWNER will consider said request and will either allow or reject same, in writing within a reasonable period of time. Should a time extension be allowed, a change order will be prepared by the ENGINEER amending the terms of the Contract accordingly. If rejected, no further action will be taken and the Contract will remain unchanged.
- 12.8 In addition to such liquidated damages, the CONTRACTOR and/or his Surety shall be liable for the amount thereof, from Contract completion date until actual final completion, for all expenses for resident supervision and also for engineering supervision furnished by the OWNER and/or the ENGINEER plus 50 per cent thereof for overhead. These expenses shall be deducted by the OWNER from money due the CONTRACTOR.
- 12.9 The date upon which the assessment of liquidated damages as provided herein shall cease shall be the date of Substantial Completion which shall be as certified by the

ENGINEER. For purposes of determining the amount of the expenses described above, the date of actual final completion of the Contract shall be determined by the ENGINEER and shall be the date after which no additional work on the project would be necessary to produce a project completely in accordance with the requirements of the Contract Documents and completely acceptable to the ENGINEER.

13. INSURANCE REQUIREMENTS

5.1 PERFORMANCE AND OTHER BONDS: (Delete in its entirety and substitute the following:

CONTRACTOR shall furnish performance and payment bonds, each in an amount equal to one-hundred ten (110%) percent of the Contract Price as security for the faithful performance and payment of all CONTRACTOR'S obligations under the Contract Documents. These Bonds shall remain in effect at least until one year after the date when final payment becomes due. Except as otherwise provided by Law or Regulation or by the Contract Documents CONTRACTOR shall also furnish such other Bonds as are required by the Supplementary Conditions. All Bonds signed by an agent must be accompanied by a certified copy of the authority to act.

5.4 CONTRACTOR'S LIABILITY INSURANCE (Add the following)

5.4.14 The limits of liability for the insurance required by Paragraph 5.4 of the General Conditions shall provide coverage for not less than the following amounts or greater where required by laws and regulations.:

5.4.1 and 5.4.2 Worker's Compensation, etc. under Paragraphs 5.4.1 and 5.4.2 of the General Conditions:

(1)	State	Statutory
(2)	Applicable Federal	Statutory
(3)	Employer's Liability	\$100,000 Each Occurrence

5.4.3., 5.4.4. and 5.4.5. Comprehensive General Liability (under Paragraphs 5.4.3 through 5.4.5 of the General Conditions):

(1)	Bodily Injury (Including completed operations and product liability): \$1,000,000 \$1,000,000	Each Occurrence Annual Aggregate
	Property Damage: \$1,000,000 \$1,000,000 or a combined single limit of \$2,000,000	Each Occurrence Annual Aggregate
(2)	Property Damage Liability insurance including Explosion, Collapse, and Underground coverages	C o m b i n e d Single Limit each occurrence & in Annual

where applicable Aggregate
\$1,000,000

(3) Personal Injury, with
 employment exclusion
 deleted \$1,000,000 Combined Single
 Limit each occur-
 rence & Annual
 Aggregate

Comprehensive Automobile Liability:

Bodily Injury:

\$100,000 Each Person
\$300,000 Each Occurrence

Property Damage:
\$100,000 Each Occurrence

or combined single limit of \$300,000

5.6 The Contractor shall purchase and maintain until final payment property insurance upon the work at the site to the full insurable value thereof (subject to such deductible amounts as may be provided in these Supplementary Conditions or required by laws and regulations). This insurance shall include the interests of the Owner, the Contractor, Subcontractors, the Engineer, and the Engineer's consultants in the work (all of whom shall be listed as insured or additional insured parties), shall insure against the perils of fire and extended coverage, shall include "all risk" insurance for physical loss and damage including theft, vandalism and malicious mischief, collapse and water damage, and such other perils as may be provided in these Supplementary Conditions, and shall include damages, losses and expenses arising out of or resulting from any insured loss or incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers, architects, attorneys, and other professionals). If not covered under the "all risk" insurance, the Contractor shall purchase and maintain similar property insurance on portions of the work that are to be included in an application for payment. The policies of insurance required to be purchased and maintained by the Contractor in accordance with this paragraph 5.6 shall comply with the requirements of paragraph 5.8 of the General Conditions.

5.7 The Contractor shall provide to the Owner within thirty (30) days after the effective date of the agreement, copies of all insurance policies entered into by the Contractor to achieve compliance with the insurance requirements of these contract documents. Should any policy expire with the contract time, or any extension thereof, the Contractor shall provide to the Owner not later than thirty (30) days prior to the expiration date of such policy, a copy of an acceptable replacement policy providing the types and limits of coverage not less than that provided by the expiring policy.

5.8 TO BE DELETED from the General Conditions

5.10 TO BE DELETED from the General Conditions

14. COORDINATION OF UTILITY SERVICE

14.1 Representation of underground utilities is shown from information received from the various utility owners. The locations or elevations of utilities are not represented to be exact and are shown for the convenience of the CONTRACTOR. The CONTRACTOR

shall contact the utility owner concerned for any available additional information and coordinate his construction activities accordingly. Any cost incurred for the protection of and/or damages to existing underground utilities will be considered as part of the applicable Contract price for stage excavation and backfill and no additional compensation will be paid to the CONTRACTOR. If, in the judgement of the ENGINEER, it is impossible to construct a given improvement in the location shown on the drawings, as a result of underground utility or utilities, either the utility owner will move the existing underground utility or an appropriate Change Order will be executed for the moving by the CONTRACTOR.

14.1.1 City of Fruitland Park
506 W. Berckman Street
Fruitland Park, Florida 34731
(352) 360-6727

14.1.2 City of Leesburg
201 W. Meadow Street
Leesburg, Florida 34748
(352) 728-9786

14.1.3 Comcast Cablevision
8130 CR 44 Leg A
Leesburg, Florida 34788
(352) 728-8757

14.1.5 SECO
330 South US Hwy 301
Sumterville, Florida 33585
(352) 793-3801

14.1.6 TECO Peoples Gas
1724 Kurt Street
Eustis, Florida 32726
(352) 483-7237

14.1.7 CenturyLink
33N. Main Street
Winter Garden, Florida 34787
(800) 261-1691

14.2 Prior to initiating any construction work on this project, the CONTRACTOR shall arrange a meeting with representatives of public and private utilities to coordinate and schedule the provision of temporary utility service required during construction and the permanent installation and connection of utilities for the completed construction project.

14.3 The CONTRACTOR shall at all times conduct his operation so as to interfere as little as possible with the existing facilities. The CONTRACTOR shall develop a program in cooperation with the ENGINEER and interested utility officials which shall provide for the construction of, and putting into service the new works in the most orderly manner possible. This program shall be adhered to except as deviations therefrom are expressly permitted. All work of connecting with, cutting into, and reconstructing existing facilities shall be planned so as not to interfere with the existing facility.

14.4 The CONTRACTOR shall maintain uninterrupted service at all service connections. The manner in which this is accomplished shall be left to the discretion of the CONTRACTOR, subject to the approval of the ENGINEER.

- 14.5 The public and private utilities including water, gas, storm drain and sewer lines, electrical conduit, power lines, cables and appurtenant plant and facilities, are and must be kept in continuous operation, and all work hereunder must be so conducted as to avoid interference with or interruption in the operation of same, and shall be started and completed in the shortest practicable time, in order that these additional contemplated facilities may be available for use without delay. All work hereunder must be so conducted so as to avoid unreasonable interference or interruption in travel of streets, alleys, or individual access ways. In order to secure these results, the order of procedure and methods of conducting work shall at all times be subject to the approval of the ENGINEER without in any way relieving the CONTRACTOR of responsibility for same.
- 14.6 It is to be particularly understood that continuity of utility services, noninterference with operation or other construction, and minimum interference with normal travel, and safety of all utility plants and equipment personnel, as well as the safety and well-being of the general public, shall be given prime consideration, and that the decisions of the ENGINEER shall be followed in all matters relating thereto. The CONTRACTOR shall maintain uninterrupted service at all service connections. Should the CONTRACTOR fail to observe such requirements or to provide the necessary and proper safeguards against accidents or damage, the OWNER shall, upon the advice of the ENGINEER and without further notice, have the right to provide same or repair the damage and deduct the cost of same from the Contract, or to suspend work under this contract until such deficiencies are satisfactorily remedied, or to cancel Contract and complete same with his own forces as he may deem advisable, at the CONTRACTOR'S expense.

15. INDEMNIFICATION

- 15.1 CONTRACTOR shall indemnify and hold harmless OWNER and ENGINEER and their agents and employees from and against all claims, damages, losses and expenses including attorney's fees arising out of or resulting from the performance of the work, provided that any such claim, damage, loss or expense (a) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including the loss of the use resulting therefrom and (b) is caused in whole or in part by any negligent act or omission of CONTRACTOR, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. For ten dollars (\$10.00) acknowledged to be included and paid for in the Contract Price and other good and valuable consideration, the CONTRACTOR agrees to indemnify and hold harmless the OWNER, the ENGINEER, and their agents, and employees in accordance with the provisions of this paragraph.
- 15.2 In any and all claims against OWNER or ENGINEER or any of their agents or employees by any employee of CONTRACTOR, and Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under paragraph 15.1 shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for CONTRACTOR or any Subcontractor under Workmen's Compensation acts, disability benefit acts or other employee benefit acts.

16. AUTHORITY AND DUTIES OF INSPECTOR

- 16.1 The ENGINEER shall appoint such Inspectors as are necessary to pass upon the amount, quality and character of the materials to be supplied and to supervise the execution of the work contemplated under this Contract.
- 16.2 Inspectors employed by the OWNER shall also be authorized to inspect all work done and all materials furnished. Such inspection may extend to any or all parts of the work and to

the preparation, fabrication or manufacture of the materials to be used.

- 16.3 An Inspector is not authorized to revoke, alter or waive any requirements of the Specifications. He shall have the authority to reject materials or suspend the work until any questions at issue can be referred to and decided by the ENGINEER.
- 16.4 If the CONTRACTOR refuses to suspend operations on verbal order, the Inspector shall issue a written order giving the reason for shutting down the work. After placing the order in the hands of the man in charge, the Inspector shall immediately leave the job. Work done during the absence of the Inspector shall not be accepted nor paid for.
- 16.5 The Inspector shall in no case act as foreman or perform other duties for the CONTRACTOR, nor interfere with the management of the work by the latter. Any advice which the Inspector may give the CONTRACTOR in no wise shall be construed as binding to the ENGINEER in any way, or releasing the CONTRACTOR from fulfilling all the terms of the Contract.
- 16.6 The payment of any compensation, whatever may be its character or form, or the giving of any gratuity, or the granting of any valuable favor by the CONTRACTOR to any Inspector, directly or indirectly, is strictly prohibited and any such act on the part of the CONTRACTOR shall constitute a violation of this Contract.

17. SALVAGED EQUIPMENT AND MATERIALS

- 17.1 All salvaged materials and equipment are the property of the OWNER and shall be stored by the CONTRACTOR at his expense as directed by the ENGINEER except as otherwise provided in these specifications. The CONTRACTOR shall remove and clean all reusable items of materials and/or equipment removed from existing structures that are to be demolished or abandoned in the course of the work.

18. SAFETY REGULATIONS

- 18.1 In addition to the requirements of the General Conditions section of these specifications, the CONTRACTOR'S attention is specifically directed to the published regulations of the Florida Department of Commerce on the "Use of Cranes, Draglines and similar Equipment Near Power Lines", "Excavations and Trenching Operations", and "Construction and Use of Scaffolds", and similar regulations of that Department.
- 18.2 The CONTRACTOR shall designate a responsible member of his organization at the site whose duty shall be the prevention of accidents. This person shall be the CONTRACTOR'S Superintendent unless otherwise designated in writing by the CONTRACTOR to the OWNER and the ENGINEER.
- 18.3 The CONTRACTOR shall comply with all OSHA (Occupational Safety and Health Administration) requirements.
- 18.4 The CONTRACTOR is required to be familiar with all Federal and State safety rules and regulations. It shall be the sole responsibility of the CONTRACTOR to adhere to and enforce all such safety rules and regulations. The OWNER shall be held harmless to any citations, fines, or suits of law, that may result as a breach of safety rules and regulations by the CONTRACTOR or any and all Subcontractors of the CONTRACTOR.

19. PUBLIC SAFETY AND CONVENIENCE

- 19.1 The CONTRACTOR shall at all times so conduct his work as to insure the least possible obstruction to traffic and inconvenience to the general public and the residents in the vicinity of the work, and to insure the protection of persons and property, in a manner satisfactory to the ENGINEER. No road or street shall be closed to the public, except with the permission of the ENGINEER and proper governmental authority. Fire hydrants on or adjacent to the work shall be kept accessible to fire-fighting equipment at all times. Temporary provisions shall be made by the CONTRACTOR to insure the use of sidewalks and the proper functioning of all gutters, sewer inlets, drainage ditches, and irrigation ditches.

20. RECORD DATA AND AS-BUILTS

- 20.1 The CONTRACTOR shall maintain during the progress of the project, accurate records of the location, length and elevation of all buildings, structures, equipment, pipe lines and piping installed. In areas where the Contractor is responsible for construction staking and as-builts, the contractor shall promptly, after completion of that portion of the work deliver to the ENGINEER or OWNER record drawings with accurate notations recorded thereon. Final Project As-Built Drawings shall be signed and sealed by a Professional Surveyor & Mapper registered in the State of Florida. The CONTRACTOR will be held responsible for accuracy of such data and shall bear any cost incurred in finding utilities as a result of incorrect data furnished on the as-built drawings supplied by the Contractor. As-Built Drawings are considered an integral part of the work. Therefore, delivery of three (3) sets of final signed and sealed As-Built Drawings, as well as a DVD containing electronic copies shall be required prior to final payment.

21. BARRICADES, WARNING AND DETOUR SIGNS

- 21.1 The CONTRACTOR shall, in accordance with the requirements of the Florida Department of Transportation's Manual on Traffic Control & Safe Practices, provide, erect and maintain all necessary barricades, suitable and sufficient red lights, danger signals and signs, provide a sufficient number of flagmen and watchmen, and take all necessary precautions for the protection of the work and the safety of the public. Streets or highways closed to traffic shall be protected by effective barricades on which shall be placed acceptable warning signs. The CONTRACTOR shall provide and maintain acceptable warning and detour signs at all closures, intersections and along the detour routes, directing the traffic around the closed portion or portions of the work so that the temporary detour route or routes shall be indicated clearly throughout its or their entire length. All barricades and obstructions shall be illuminated at night and all lights shall be kept burning from sunset until sunrise. Barricades shall be well built and so designed as not to be blown over by the wind.
- 21.2 Roadways, parkways and other existing work, including sodded or grassed areas, damaged by the CONTRACTOR'S operations shall be repaired at the CONTRACTOR'S expense and left in condition as good as existed before the work was commenced.

22. WORK WITHIN ROAD RIGHTS-OF-WAY

- 22.1 The CONTRACTOR shall notify the Department of Transportation (D.O.T.), City government or County government, as applicable, at least 24 hours prior to commencing work within the road right-of-way.
- 22.2 Permits for all work within the right-of-way will be obtained by the OWNER. The CONTRACTOR shall, however, verify the existence of the permit before commencing

work within this area.

- 22.3 All work related to highway crossings and within highway right-of-way shall be in full compliance with the terms of the permit and in accordance with the requirements of the governing authority.
- 22.4 In event of conflict between the requirements of these Specifications and details and those of the governing authority, the requirements of said governing authority shall govern. This precedence shall be applicable only when right-of-way belonging to the State of Florida, City or County, is involved. In all other cases the more stringent requirements shall govern.
- 22.5 The costs of any and all items of work required by the governing authority, payment for which is not specifically provided by bid items in the Proposal, shall be included in the prices of bid items to which said items of work are related, incidental, or appurtenant. No additional compensation shall be allowed therefor.

23. RIGHT TO WORK AND TERMINATION DUE TO WORK STOPPAGE

- 23.1 The Owner strongly believes in the "right to work" and expressly reserves the right to terminate the Agreement or suspend the work upon 24 hours notice upon the occurrence of any work stoppage or "picketing" of the job resulting from the action of any organized labor group. This stipulation shall be contained in any and all subcontracts entered into for any portions of the work. No additional compensation shall be allowed if so terminated or suspended.

24. DISPUTE RESOLUTION

- 24.1 The venue for the enforcement, construction or interpretation of this agreement shall be the court system of the Fifth Judicial Circuit, depending on the jurisdictional limits, and all parties do hereby specifically waive any "venue privilege" and/or "diversity of citizenship privilege" which it has now, or may have in the future, in connection with this agreement, or its duties, obligations, or responsibilities or rights hereunder.
- 24.2 The prevailing party in any litigation arising out of the enforcement, construction or interpretation of this agreement shall be entitled to recover from the losing party all costs and expenses, including reasonable attorney's fees, both at the trial and at the appellate level."

25. PRECONSTRUCTION CONFERENCE

- 25.1 The ENGINEER shall set the date and time for the preconstruction conference and shall determine attendance requirements. At a minimum, representatives of the CONTRACTOR and all major SUBCONTRACTORS shall be present, along with representatives of the City and the City's Engineer.
- 25.2 At least 24 hours in advance of the preconstruction conference the CONTRACTOR shall submit the following:
 - 25.2.1 A preliminary construction schedule listing beginning and ending dates or number of days for the completion of each item or work. A bar graph is preferable.
 - 25.2.2 A list of phone numbers for all key personnel and project superintendents or foremen. This list shall include office, mobile, beeper and home phone numbers.

25.2.3 A Preliminary Pay Schedule with estimated dates and amounts of progress payments.

26. STORAGE OF PETROLEUM PRODUCTS OR HAZARDOUS SUBSTANCES

26.1 No fuels, oils or any type of petroleum product nor any hazardous substance shall be stored on the project or any other lands owned by the developer or OWNER.

27. SUBCONTRACTORS AND SUPPLIERS

27.1 Contractor shall complete and submit with his bid the list of subcontractors and suppliers attached as part of the contract documents. Owner reserves the right to approve all subcontractors at their discretion.

28. SHOP DRAWINGS AND MATERIAL SUBMITTALS

28.1 Contractor shall submit six (6) copies of all shop drawings and material submittals. Four copies shall be returned to the Contractor upon approval.

28.2 Review of the first submission and one resubmission of Shop Drawings will be performed by Owner and Owner's Consultants, as appropriate, at no cost to CONTRACTOR. Subsequent additional resubmissions of the Shop Drawing will be reviewed by Owner and Owner's Consultants, however Owner will document work hours and other expenses required to perform such additional review(s) and Contractor shall reimburse Owner for these costs.

29. **CLEAN-UP AND COMPLETION**

29.1 This section of the Specifications is intended to cover the furnishing of all labor, materials, equipment and/or incidentals necessary to the completion of all the requirements of the drawings, notes, schedules and these Specifications relating to clean-up.

29.2 Throughout the construction period, the CONTRACTOR is to maintain the project in a standard of cleanliness as described in this Section. In addition to the standards described in this Section, the CONTRACTOR will comply with all the requirements for cleaning up in various other sections of these Specifications. The CONTRACTOR will conduct daily inspections, and more if necessary, to verify that requirements of cleanliness are met. In addition to the standards described in this Section, the CONTRACTOR will comply with all pertinent requirements of governmental agencies having jurisdiction, provide all required personnel, equipment and materials needed to maintain the necessary standards of cleanliness, and use only the cleaning materials and equipment which are compatible with the surface being cleaned as recommended by the Manufacturer of the material or as approved by the Representative.

29.3 The CONTRACTOR will retain all stored items in an orderly arrangement allowing maximum access, not impeding drainage or traffic, and providing the required protection of materials. The CONTRACTOR is not to allow the accumulation of scrap, debris, waste material and other items not required for the construction of work.

29.4 At least twice a month, and more often if necessary, the CONTRACTOR will completely remove all scrap, debris and waste material from the job site and dispose of it off-site in accordance with all Local, State and Federal regulations. Weekly, and more often if necessary, the CONTRACTOR will inspect all arrangements of materials stored on the

site, restack, tidy or otherwise service all requirements of this Section. Daily, and more often if necessary, the CONTRACTOR will inspect the site and pick up all scrap, debris and waste material and remove all such items to the place designated for their storage.

29.5 The CONTRACTOR is to provide adequate storage for all items awaiting removal from the job site, observing all requirements for fire protection and protection of the ecology, including the Wildlife Habitat Management Plan.

29.6 The CONTRACTOR will maintain the site in a neat, orderly condition at all times, to the approval of the OWNER'S representative. In case of failure on the part of the CONTRACTOR to comply with all conditions of this section the OWNER may, upon 24 hour notice, proceed to clean the site as may be deemed necessary by the OWNER. All costs encountered by the OWNER, including dump fees, shall be deducted from the next payment due the CONTRACTOR, which payment shall include a 15% management fee applied to all OWNER expenses.

30. WARRANTY

30.1 The CONTRACTOR warrants the subject premises for a period of one year subsequent to acceptance of the improvements. The CONTRACTOR will provide the OWNER with all warranties pursuant to the terms of the General Conditions. In the event that the CONTRACTOR must return to perform warranty work, the CONTRACTOR must thereafter provide for an extended warranty period of at least six (6) months for parts, materials or workmanship replaced or the equivalent of a new replacement part warranty, which ever is greater.

END OF DOCUMENT

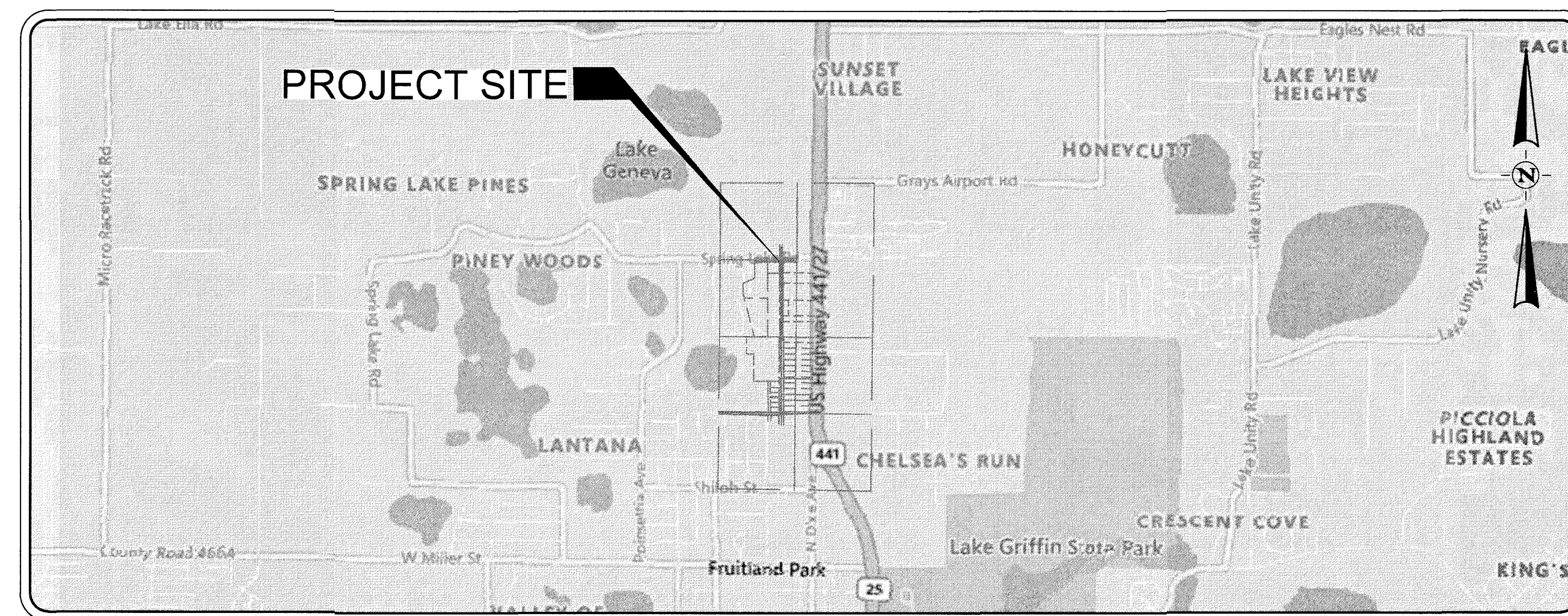
RESERVE AT SPRING LAKE

16-INCH WATER MAIN IMPROVEMENTS

CONSTRUCTION PLANS

MAY 2024

SECTION 33 & 04, TOWNSHIP 18S & 19S, RANGE 24E
LAKE COUNTY, FLORIDA



PROJECT MAP

NOT TO SCALE

ENGINEER

HALFF
902 NORTH SINCLAIR AVE.
TAVARES, FL. 32778
CONTACT: BRETT J. TOBIAS, P.E.
EMAIL: BTOBIAS@HALFF.COM
TEL: (352) 343-8481

OWNER

CITY OF FRUITLAND PARK
202 W BERCKMAN STREET
FRUITLAND PARK, FL. 34731
CONTACT: ROBB DICUS, PUBLIC WORKS DIRECTOR
EMAIL: RDICUS@FRUITLANDPARK.ORG
TEL: (352) 360-6795

SURVEYOR

HALFF
902 NORTH SINCLAIR AVE.
TAVARES, FL. 32778
CONTACT: JOHN T. MCGLOHORN
EMAIL: JMCGLHORN@HALFF.COM
TEL: (352) 343-8481

INDEX OF SHEETS

C-100	COVER SHEET
C-200	AERIAL PLAN
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C-400	UTILITY PLAN
C-401	UTILITY BLOW UP
C-500	CITY DETAILS 1
C-501	CITY DETAILS 2

SURVEYED DATE:

OCTOBER 20TH, 2023

BENCHMARK(S):

BENCHMARK #1
SET 5/8" IRON ROD AND CAP
"LB#8348"
N: 1652354'
E: 365404'
ELEVATION: 139.86'

DESCRIPTION: UTILITY EASEMENT

THE EAST 20.00 FEET OF THAT LAND AS DESCRIBED IN OFFICIAL RECORDS BOOK 5408, PAGE 2069, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

SAID SIDE LINES OF EASEMENT TO BE EXTENDED OR TRIMMED TO TRUNCATE AT THE NORTH RIGHT OF WAY LINE OF COOKE DRIVE AS DESCRIBED IN OFFICIAL RECORDS BOOK 5408, PAGE 2069, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA AND AT THE NORTH LINE OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 4, TOWNSHIP 19 SOUTH, RANGE 24 EAST.

LESS AND EXCEPT RIGHT OF WAY FOR COOKE DRIVE.

CONTAINING 0.60 ACRES OR 26,010.5 SQUARE FEET, MORE OR LESS.

SUBJECT TO ALL EASEMENTS, RESTRICTIONS, RIGHTS OF WAY AND OTHER MATTERS OF RECORD.

AND:

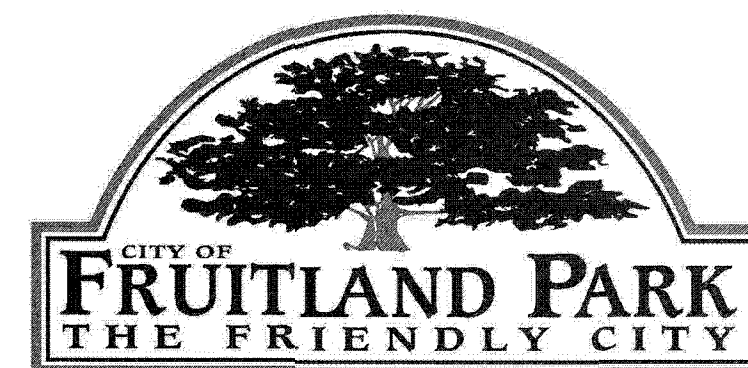
THE SOUTH 20.00 FEET OF THE WEST 25.00 FEET OF THE EAST 45.00 FEET AND THE EASTERLY 20.00 FEET OF THAT LAND AS DESCRIBED IN OFFICIAL RECORDS BOOK 5407, PAGE 608, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

SAID SIDE LINES OF EASEMENT TO BE EXTENDED OR TRIMMED TO TRUNCATE AT THE SOUTH LINE OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 33, TOWNSHIP 18 SOUTH, RANGE 24 EAST AND AT THE SOUTH RIGHT OF WAY LINE OF SPRING LAKE ROAD AS DESCRIBED IN OFFICIAL RECORDS BOOK 986, PAGE 1605, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

CONTAINING 0.62 ACRES OR 27,208.3 SQUARE FEET, MORE OR LESS.

SUBJECT TO ALL EASEMENTS, RESTRICTIONS, RIGHTS OF WAY AND OTHER MATTERS OF RECORD.

OWNER/CLIENT:



CITY OF FRUITLAND PARK
202 W BERCKMAN STREET
TEL: (352) 360-6795
WWW.FRUITLANDPARK.ORG

PREPARED BY:



902 NORTH SINCLAIR AVE.
TAVARES, FLORIDA 32778
TEL: (352) 343-8481 FAX (352) 343-8495
www.halff.com

APPARENT ERRORS, DISCREPANCIES, OR OMISSIONS SHALL BE BROUGHT TO THE ENGINEER OF RECORD'S ATTENTION WITHIN A REASONABLE TIME FRAME, LESS THAN 48 HOURS AFTER DISCOVERED. ADVANTAGE WILL NOT BE TAKEN OF APPARENT ERROR OR OMISSION IN THE DRAWINGS OR SPECIFICATIONS, AND THE ENGINEER SHALL BE PERMITTED TO MAKE CORRECTIONS AND INTERPRETATIONS AS MAY BE DEEMED NECESSARY FOR FULFILLMENT OF THE INTENT OF THE DESIGN.

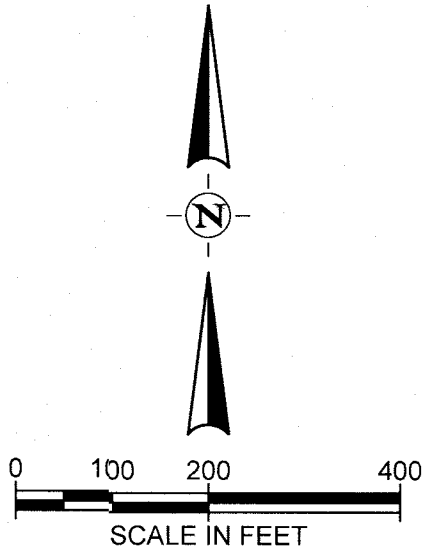


Call 811 or www.sunshine 811.com two full business days before digging to have utilities located and marked.

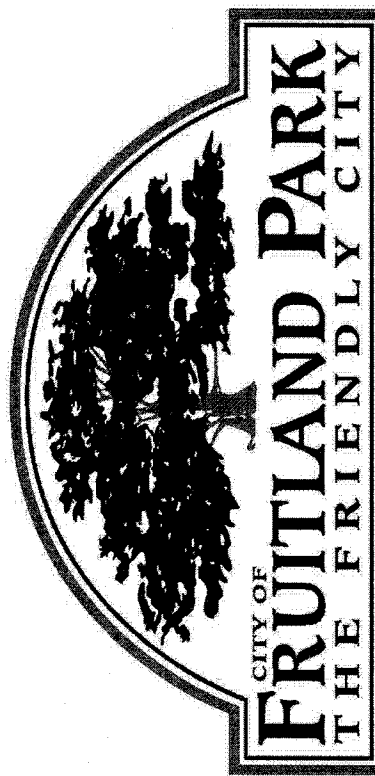
Check positive response codes before you dig!



FILE NAME: \\halff-adp\ZAVVO\430006\43668\107\PWCADD\Sheets\043866_107_RESERVE SPRING BASE.dwg DATE: May 22, 2024, TIME: 4:46 PM, USER: ah4672 AVO --

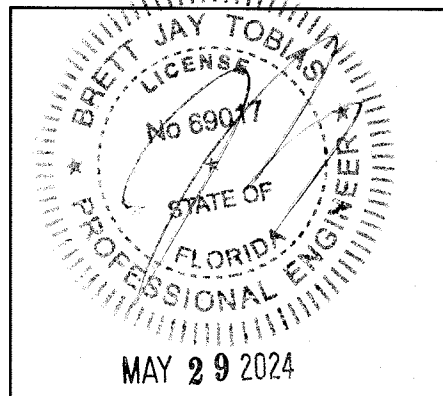


City of Fruitland Park
Reserve at Spring Lake
16" Water Main Improvement



REVISION NO.	DATE	DESCRIPTION

PRELIMINARY
FOR INTERIM REVIEW ONLY
THESE DOCUMENTS ARE FOR INTERIM REVIEW AND NOT INTENDED FOR REGULATORY APPROVAL, PERMIT, BIDDING OR CONSTRUCTION PURPOSES. THEY WERE PREPARED BY OR UNDER THE SUPERVISION OF:
NAME: BRETT J. TOBIAS, PE 69017
DATE: 5/22/2024 -- LICENSE NO.
FIRM / BUSINESS NO. HALFF ASSOCIATES FL
STATE

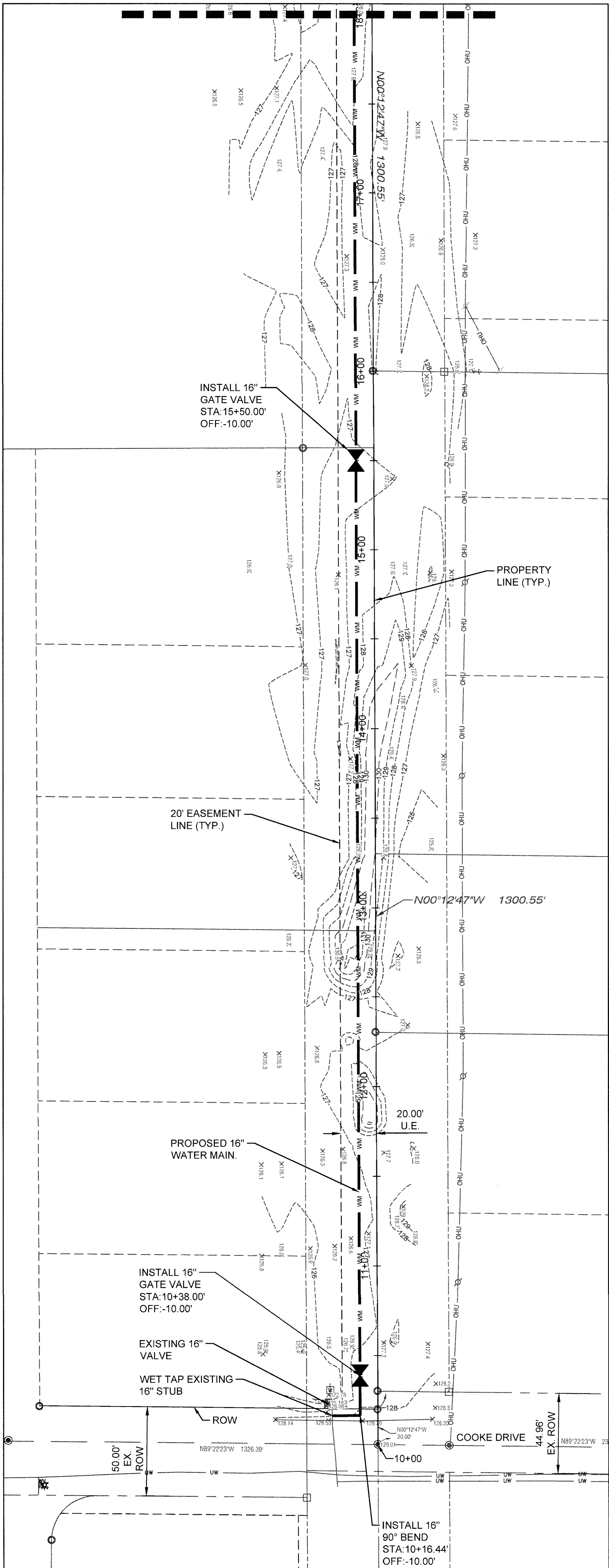


PROJECT NO.: 043866_107
ISSUED: MAY 2024
DRAWN BY: MC
CHECKED BY: BJT
SCALE: 1" = 200'
SHEET TITLE:

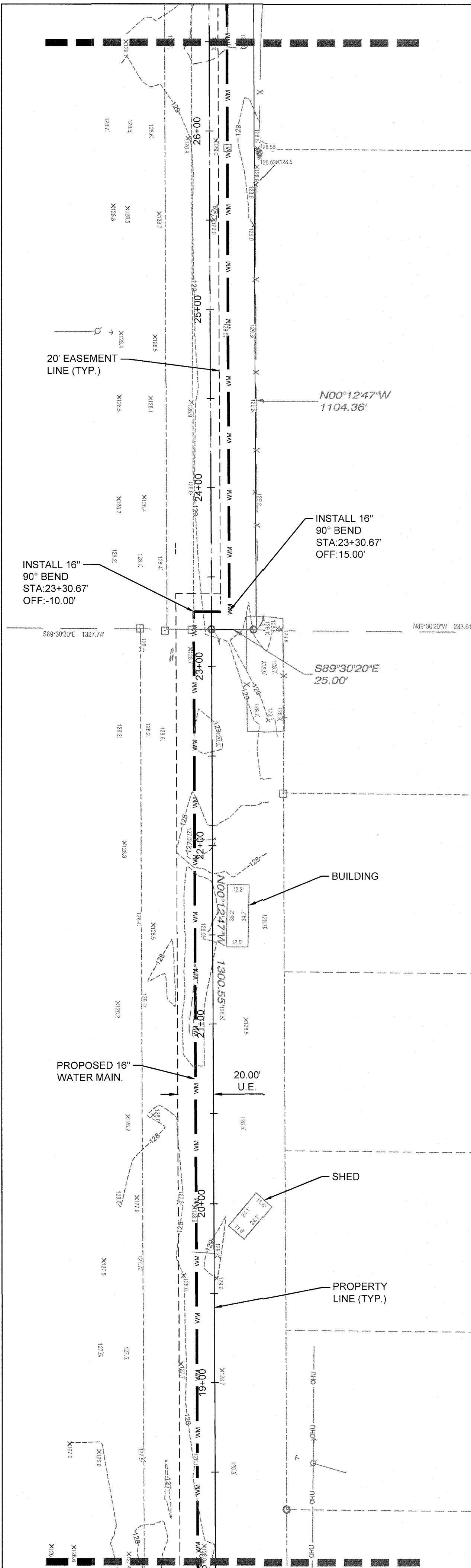
AERIAL PLAN

FILE NAME: \\halff\ad\FZAA\VO43000s\43866\107\PWCAOD\Sheets\43866.107 RESERVE SPRING BASE.dwg DATE: May 23, 2024, TIME: 4:06 PM, USER: ah4672 AVO --

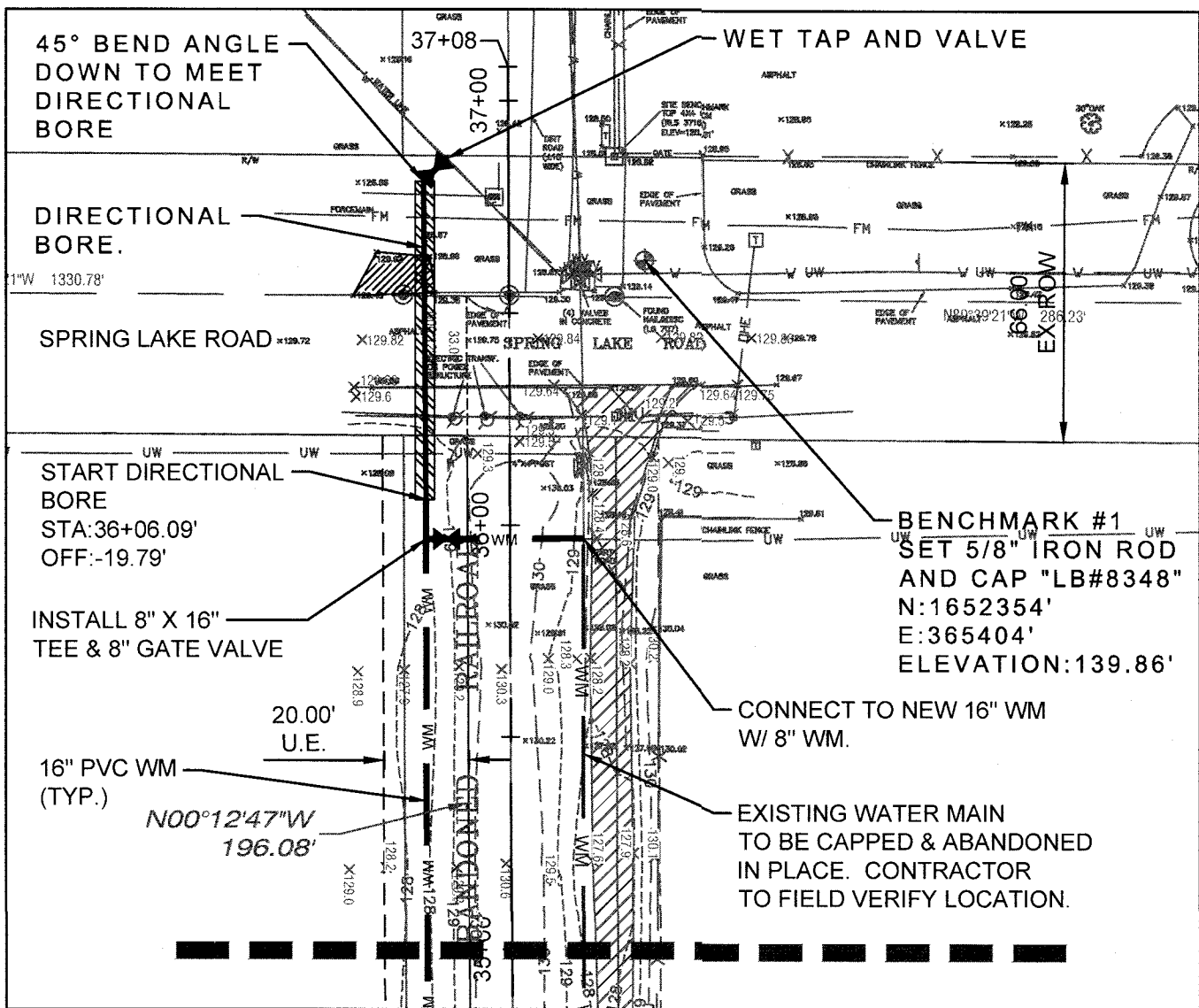
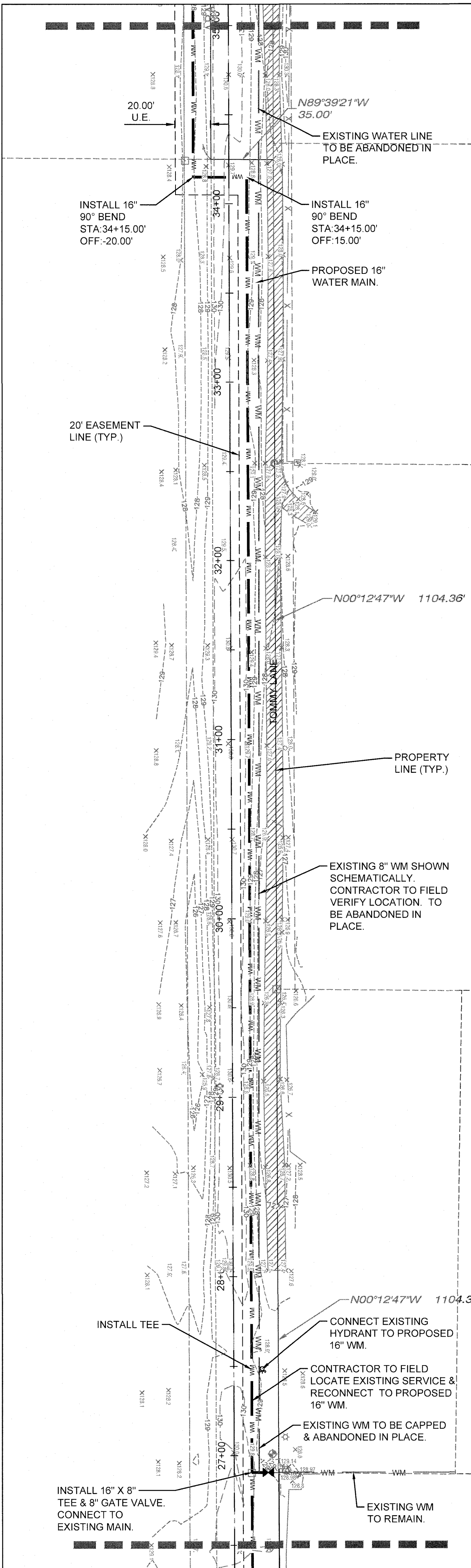
ML 18+00 SHEET C-400



ML 26+50 SHEET C-400



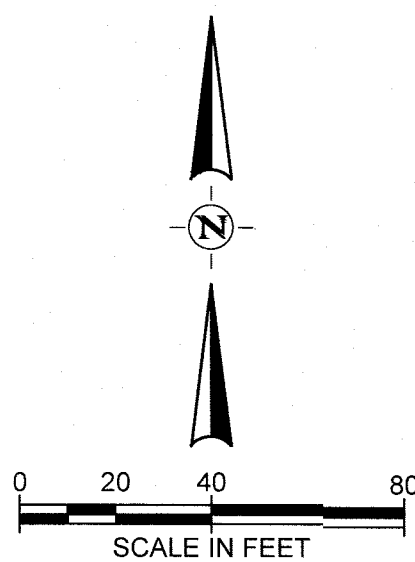
ML 35+00 SHEET C-400



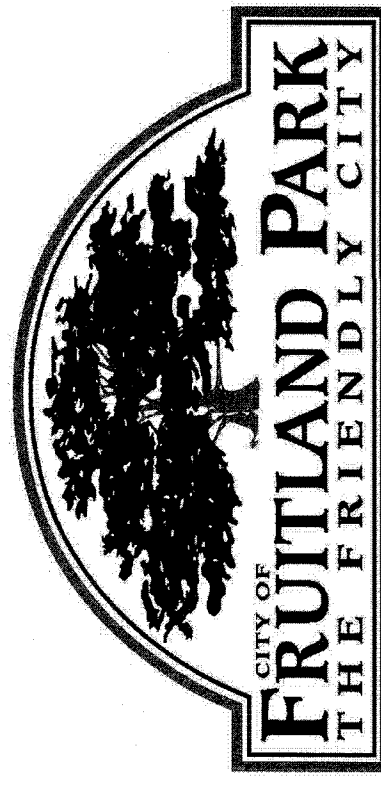
ML 35+00 SHEET C-400

GENERAL NOTES:

- HORIZONTAL DATUM AND BEARINGS ARE FLORIDA STATE PLANE COORDINATE EAST ZONE (901) BASED ON TRIMBLE VIRTUAL REFERENCE STATION NETWORK AND IS BASED ON NORTH AMERICAN DATUM OF 1983, 2011 ADJUSTMENT (SPCS'83-2011). ALL DISTANCES SHOWN ARE IN UNITED STATES SURVEY FEET.
- SYMBOLS SHOWN HEREON ARE NOT TO SCALE AND ARE FOR INFORMATIONAL PURPOSES ONLY.
- THERE MAY BE EASEMENTS AND RESTRICTIONS OF RECORD AND/OR PRIVATE AGREEMENTS NOT FURNISHED TO THIS SURVEYOR OR SHOWN ON THIS RECORD SURVEY THAT MAY AFFECT PROPERTY RIGHTS AND/OR LAND USE RIGHTS OF THE SUBJECT PROPERTY.
- THERE MAY BE ENVIRONMENTAL ISSUES AND/OR OTHER MATTERS REGULATED BY VARIOUS DEPARTMENTS OF FEDERAL, STATE OR LOCAL GOVERNMENTS AFFECTING THE SUBJECT PROPERTY NOT SHOWN ON THIS SURVEY.
- THIS SURVEY WAS PERFORMED FOR THE SOLE AND EXCLUSIVE BENEFIT OF THE ENTITIES LISTED HEREON AND SHALL NOT BE RELIED UPON BY ANY OTHER ENTITY OR INDIVIDUAL WHOMSOEVER. SCOPE LIMITS SHOWN HEREON WERE PROVIDED BY PROJECT ENGINEER.
- ADJOINING PARCEL OWNER AND RECORDING INFORMATION DELINEATED HEREON WAS OBTAINED FROM THE LAKE COUNTY PROPERTY APPRAISER'S PUBLIC ACCESS SYSTEM.
- THE BENCHMARKS AND ELEVATIONS SHOWN HEREON ARE BASED ON LAKE COUNTY BENCHMARK 'LCBM E28', ELEVATION 129.90', NORTH AMERICAN VERTICAL DATUM (NAVD88).
- THE UNDERGROUND UTILITIES AS SHOWN WERE DELINEATED AND MARKED BY PRECISE LOCATING SERVICES INC. (352-516-4157) AND THOSE MARKINGS WERE LOCATED BY THIS COMPANY.
- FIELD SURVEY DATE: 12/21/2023.

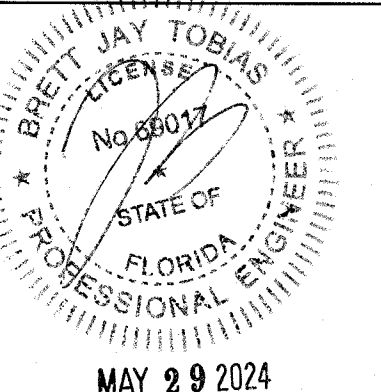


City of Fruitland Park
Reserve at Spring Lake
16" Water Main Improvement



REVISION NO.	DATE	DESCRIPTION

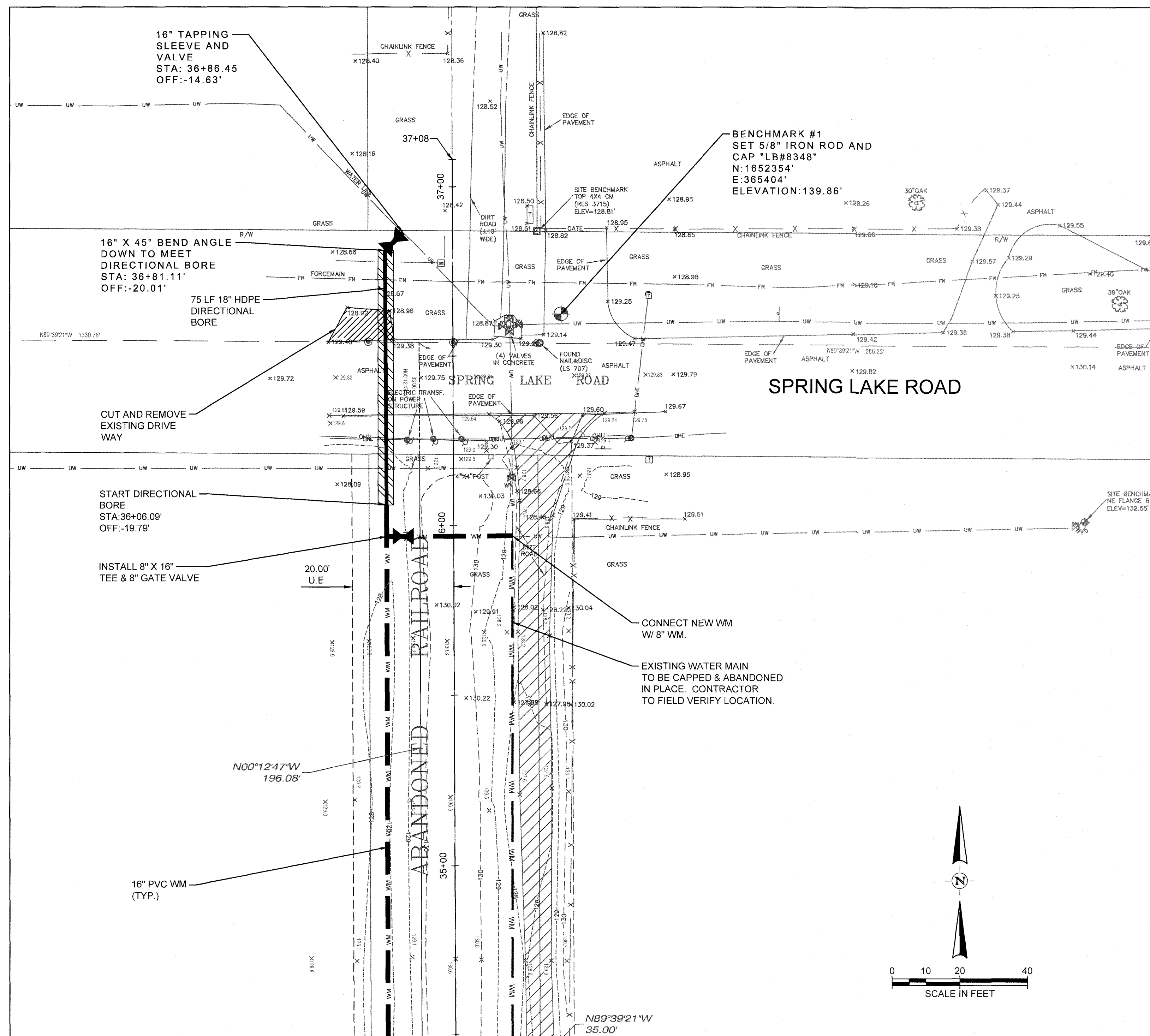
PRELIMINARY
FOR INTERIM REVIEW ONLY
THESE DOCUMENTS ARE FOR INTERIM REVIEW AND NOT INTENDED FOR REGULATORY APPROVAL, PERMIT, BIDDING OR CONSTRUCTION PURPOSES. THEY WERE PREPARED BY OR UNDER THE SUPERVISION OF:
BRETT J. TOBIAS, PE 69017
NAME: BRETT J. TOBIAS, PE 69017
DATE: 5/23/2024
FIRM: HALFF ASSOCIATES, INC. FL
STATE: FL



PROJECT NO.: 043866.107
ISSUED: MAY 2024
DRAWN BY: MC
CHECKED BY: BJT
SCALE: 1" = 40'
SHEET TITLE:

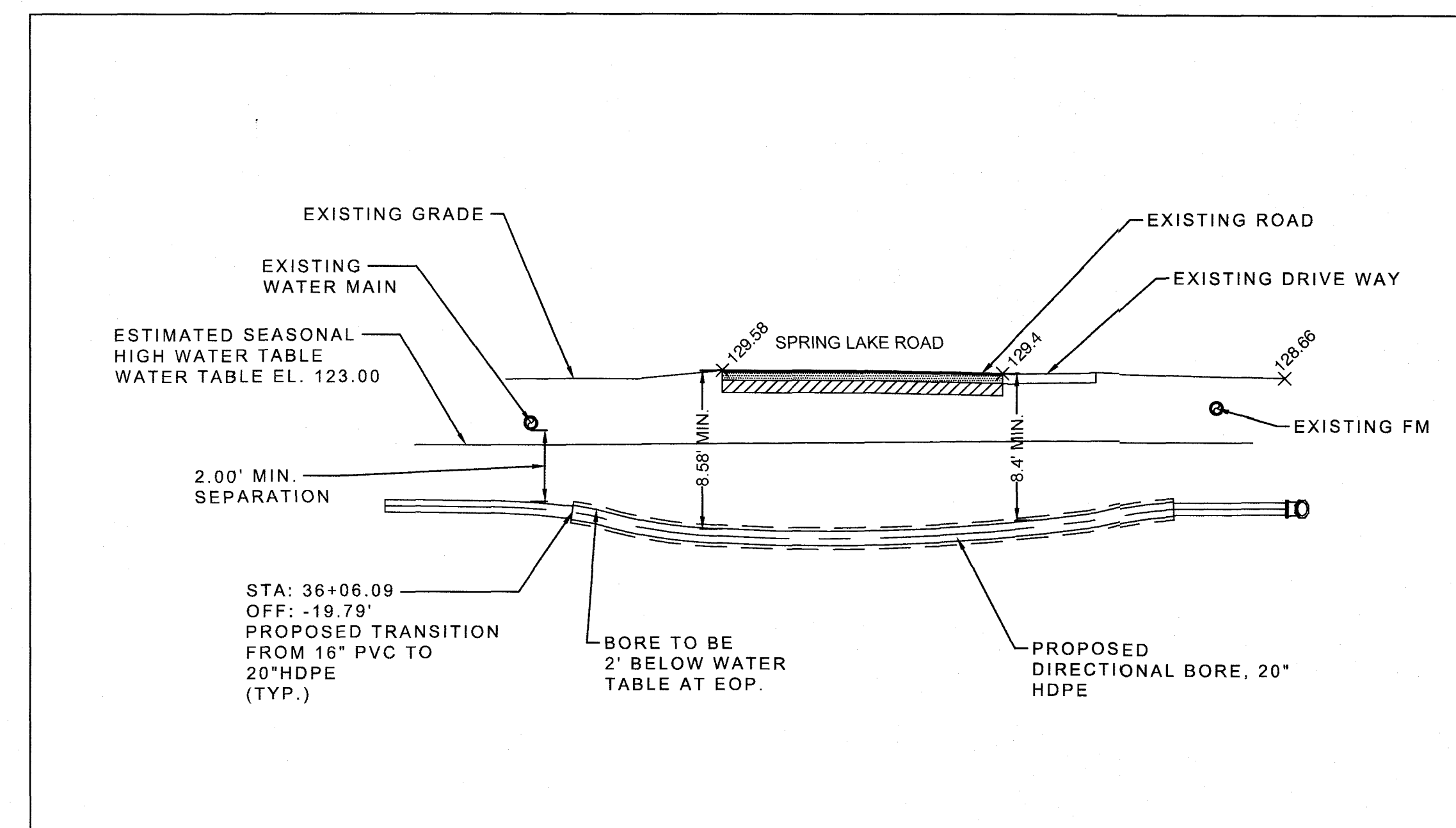
UTILITY PLAN

C-400



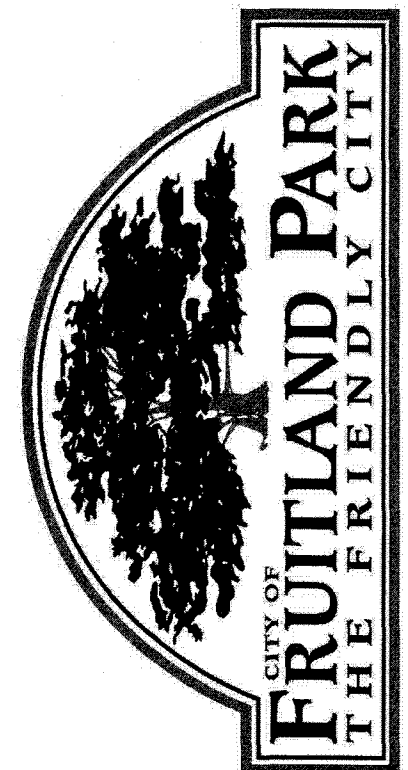
ML 35+00 SHEET C-400

16" WATER MAIN CONNECTION



WATER MAIN BORING

N.T.S.

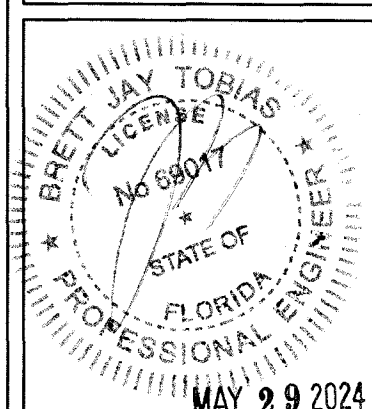


201 NORTH BOWSER RD.
RICHARDSON, TEXAS 75081-2275
TEL. (214) 346-6200

[illegible]

PRELIMINARY

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BRETT J. TOBIAS, PE	69017
NAME	## LICENSE NO
5/23/2024	
DATE	
HALFF ASSOCIATES	FL
FIRM / BUSINESS NO.	STATE



PROJECT NO.: 043866.107
ISSUED: MAY 2024
DRAWN BY: MC
CHECKED BY: BJT
SCALE: 1" = 20'
SHEET TITLE:

UTILITY PLAN BLOW UP

C-401

GENERAL WATER NOTES

1. WATER SYSTEM SHALL BE INSTALLED IN STRICT ACCORDANCE WITH ALL LOCAL CODES AND REGULATIONS, CLEANED, DISINFECTED AND BACTERIOLOGICALLY CLEARED FOR SERVICE IN ACCORDANCE WITH THE LATEST AWWA STANDARDS AND CHAPTER 62-555 FLORIDA ADMINISTRATIVE CODE.
2. ALL PIPING SHALL BEAR THE "NSF" SEAL FOR POTABLE WATER.
3. WATER MAINS SHALL BE PVC CONFORMING TO AWWA C-900, DR 18 FOR PIPE SIZES 4"-12", PIPES 14" OR LARGER SHALL BE AWWA C-905, DR 18. ALL COUPLINGS, COMPOUNDS, SOLVENTS, LUBRICANTS AND PIPE PREPARATION, FOR LAYING, SHALL BE IN ACCORDANCE WITH THE PIPE MANUFACTURERS LATEST RECOMMENDATIONS.
4. DEPTH OF WATER LINES TO BE MINIMUM 36" BELOW FINISHED GRADE.
5. WATER MAINS TO BE LOCATED 5' FROM BACK OF CURB OR EDGE OF PAVEMENT UNLESS OTHERWISE NOTED.
6. ALL PIPING CLEARANCES SHALL BE IN ACCORDANCE WITH CHAPTER 62-555.314, F.A.C., AND APPROVED BY THE CITY.
7. ALL WATER MAINS UNDER PAVEMENT SHALL BE DUCTILE IRON AND SHALL EXTEND 5' BEYOND THE BACK OF CURB, OR DIRECTIONAL BORES, WHICH SHALL BE SDR-11 HOPE.
8. ALL SLEEVES UNDER PAVEMENT SHALL EXTEND 5' BEYOND THE BACK OF CURB.

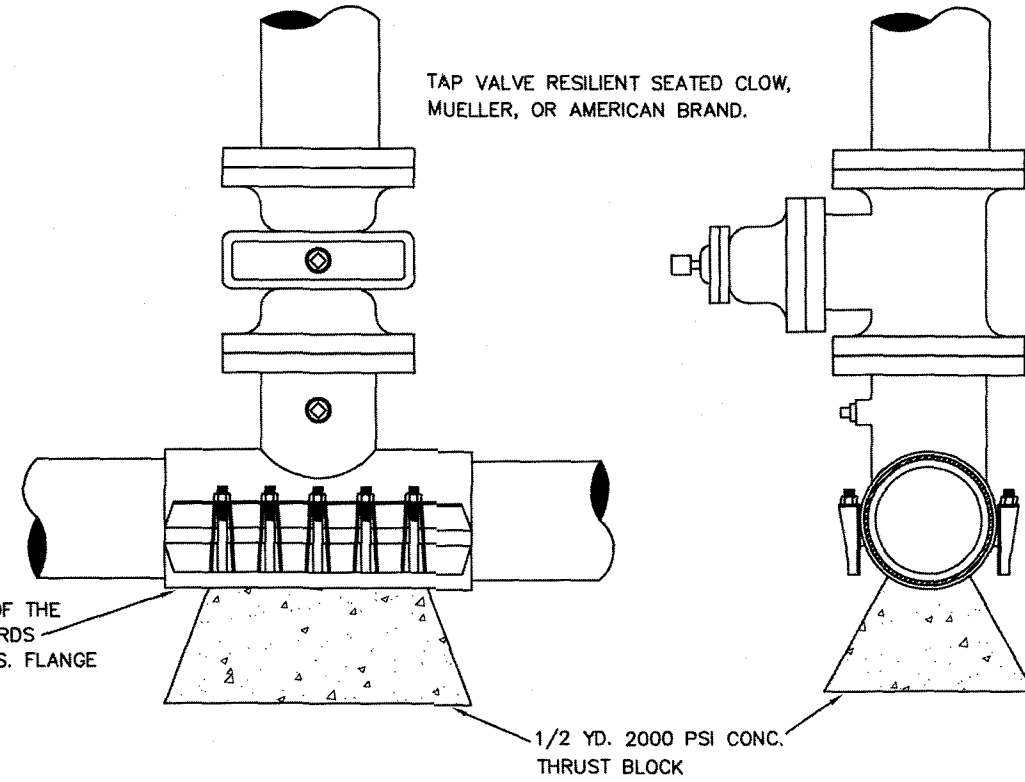
• NOTE: MARK ALL POINTS WHERE WATER SERVICES CROSS CURB WITH A "W" MARK IN CONCRETE.



City of Fruitland Park
Standard Details

JANUARY 2020

Detail W-1



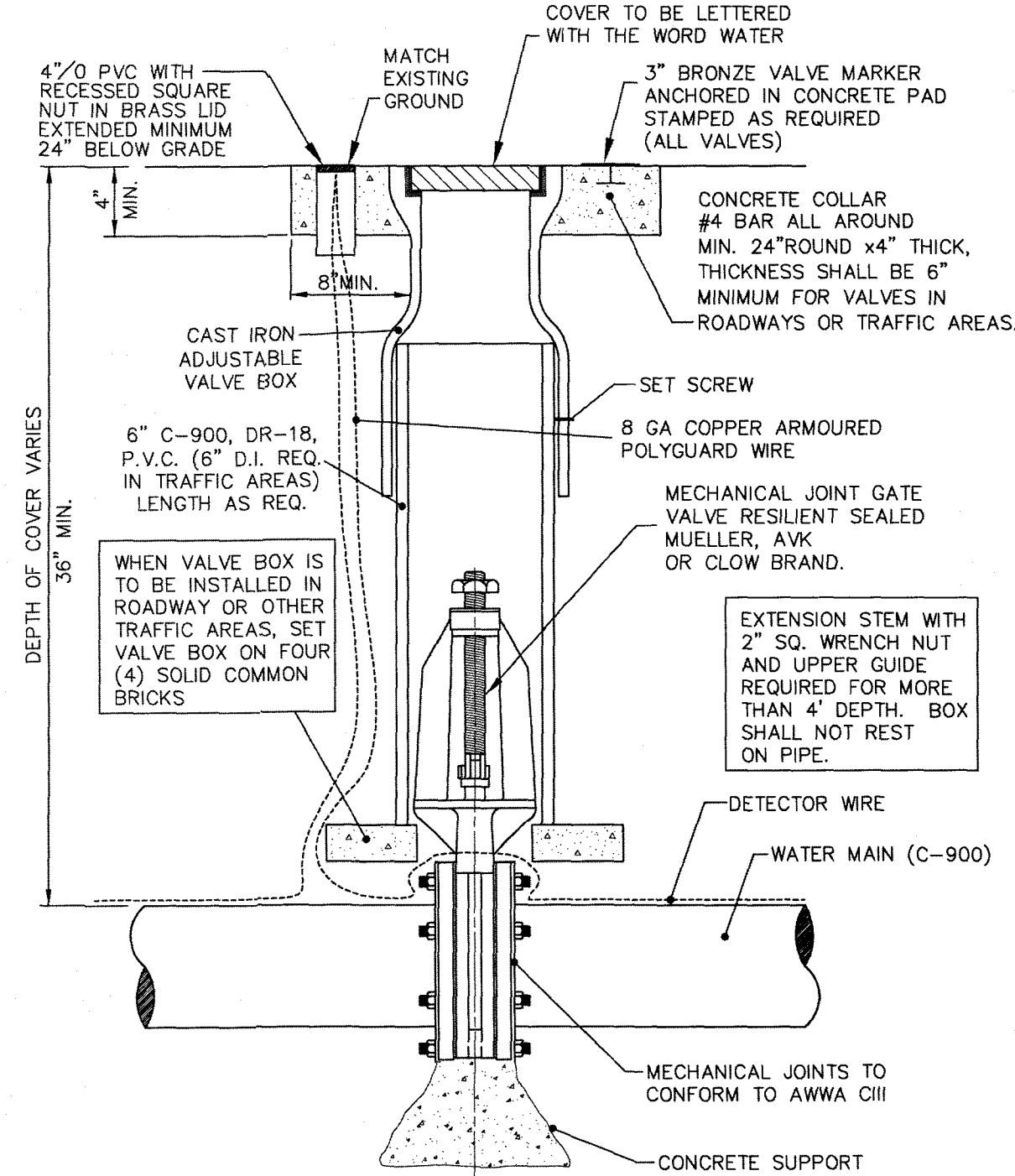
WET TAP SLEEVE & TAP VALVE
NOT TO SCALE



City of Fruitland Park
Standard Details

JANUARY 2020

Detail W-2



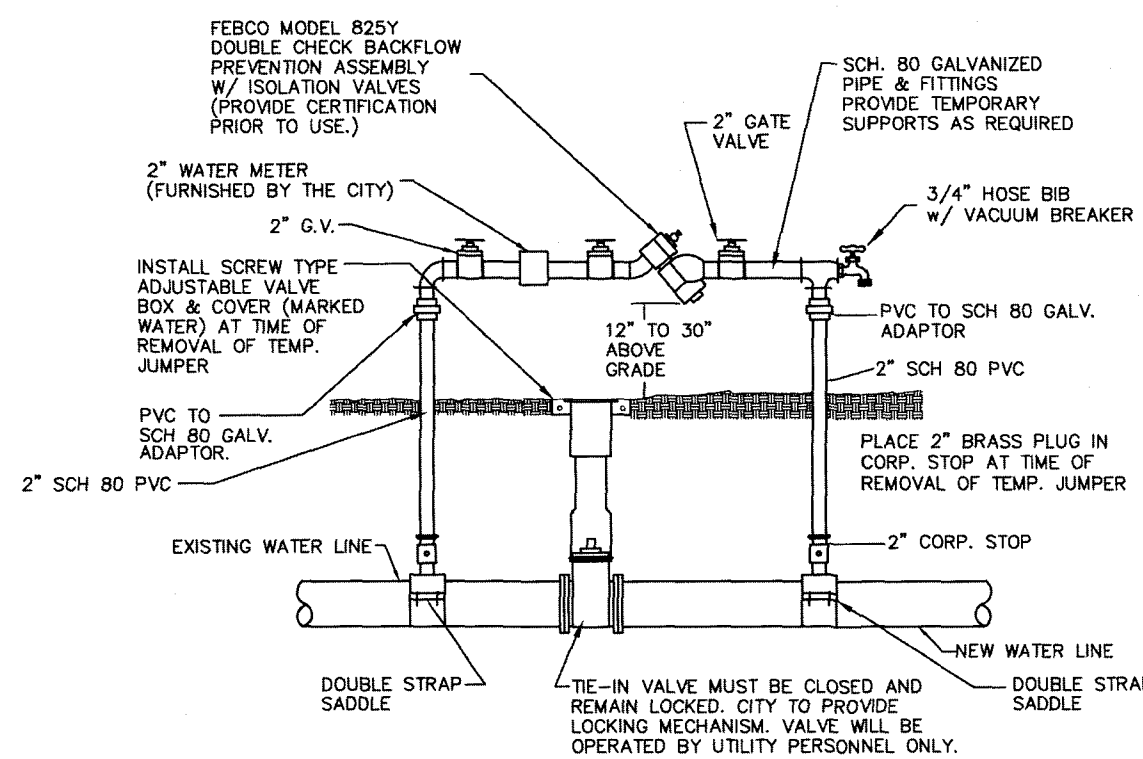
GATE VALVE & BOX
NOT TO SCALE



City of Fruitland Park
Standard Details

JANUARY 2020

Detail W-3



TEMPORARY JUMPER CONNECTION DETAIL
NOT TO SCALE

NOTE: LOCATION TO BE DETERMINED AT TIME OF PRECONSTRUCTION CONFERENCE W/ CITY.



City of Fruitland Park
Standard Details

JANUARY 2020

Detail W-7

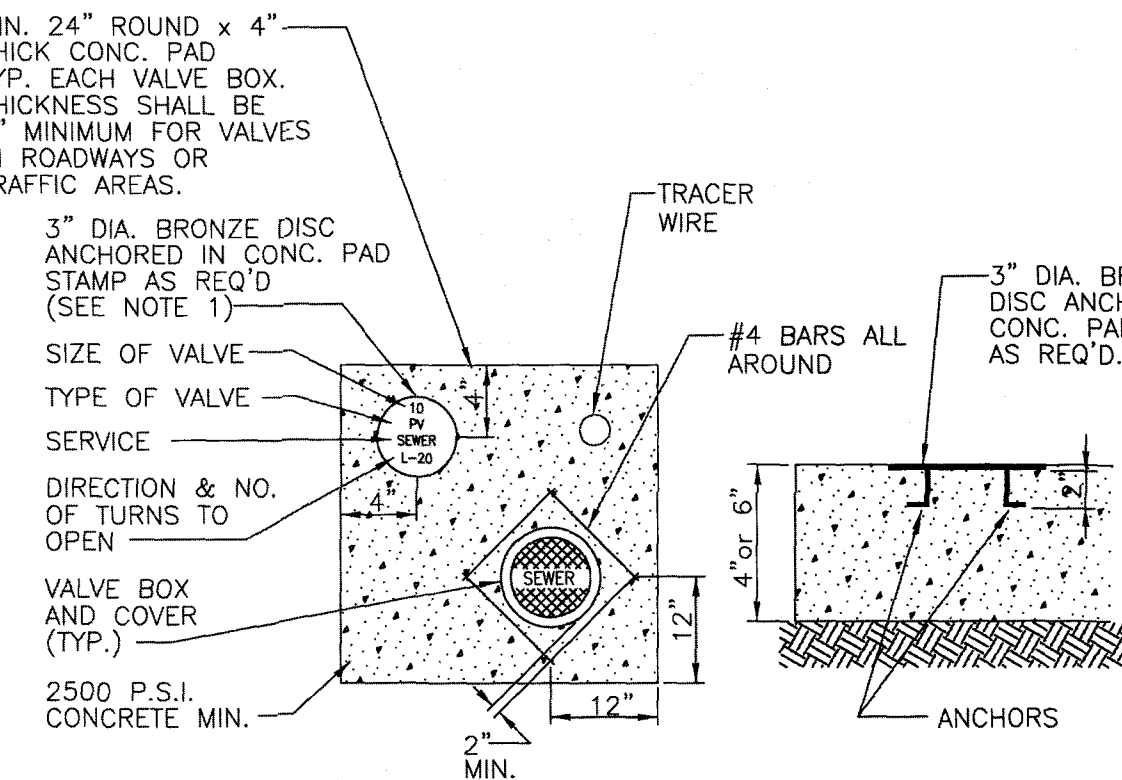
- TEMPORARY JUMPER CONNECTION NOTES
1. A TEMPORARY JUMPER CONNECTION IS REQUIRED AT ALL CONNECTIONS BETWEEN EXISTING ACTIVE WATER MAINS AND PROPOSED NEW WATER MAIN IMPROVEMENTS.
 2. THE DETAILS TO BE USED FOR FILLING ANY WATER MAIN OF ANY SIZE FROM EXISTING ACTIVE WATER MAINS AND FOR FLUSHING OF NEW MAINS UP TO 8" DIAMETER (2.5 FPS MINIMUM VELOCITY) AND FOR FILLING BACTERIOLOGICAL SAMPLES FROM ANY NEW WATER MAIN OF ANY SIZE. THE JUMPER CONNECTION SHALL BE MAINTAINED UNTIL AFTER FILLING, FLUSHING, TESTING AND DISINFECTION OF THE NEW MAIN HAS BEEN SUCCESSFULLY COMPLETED AND CLEARANCE FOR USE FROM THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (FDEP) AND OTHER PERTINENT AGENCIES HAS BEEN RECEIVED. THE JUMPER CONNECTION SHALL ALSO BE USED TO MAINTAIN A MINIMUM PRESSURE OF 20 psi IN THE NEW MAINS ALL THE TIME AFTER DISINFECTION AND UNTIL THE DEEP CLEARANCE LETTER IS OBTAINED. ADEQUATE THRUST BLOCKING AND/OR RESTRAINTS SHALL BE PROVIDED TEMPORARILY, AS REQUIRED. PIPE AND FITTINGS USED FOR CONNECTING THE NEW PIPE TO THE EXISTING PIPE SHALL BE DISINFECTED PRIOR TO INSTALLATION IN ACCORDANCE WITH AWWA C651. THIS TAPPING SLEEVE AND THE EXTERIOR OF THE MAIN TO BE TAPPED SHALL BE DISINFECTED BY SPRAYING OR SWABING PER SECTION II OF AWWA C651.
 3. FLUSHING OF 10" DIAMETER AND LARGE WATER MAINS MAY BE DONE THROUGH THE TIE-IN VALVE, IN THE PRESENCE OF THE UTILITY DEPT. THE UTILITY DEPARTMENT WILL BE NOTIFIED IN WRITING 48 HOURS PRIOR TO THE FLUSHING OF SAID MAINS.
THE FOLLOWING PROCEDURES SHALL BE FOLLOWED:
 - A. THE TIE-IN VALVES SHALL BE OPERATED AND PRESSURE TESTED IN THE PRESENCE OF THE UTILITY COMPANY AND ENGINEER TO VERIFY WATER TIGHTNESS PRIOR TO THE TIE-IN. VALVES WHICH ARE NOT WATER TIGHT SHALL BE REPLACED OR A NEW VALVE INSTALLED IMMEDIATELY ADJACENT TO THE LEAKING VALVE.
 - B. THE TEMPORARY JUMPER CONNECTION SHALL BE CONSTRUCTED AS DETAILED. THE JUMPER CONNECTION SHALL BE USED TO FILL THE NEW WATER MAIN AND FOR PROVIDING WATER FOR BACTERIOLOGICAL SAMPLING OF THE NEW MAIN AS REQUIRED BY THE FDEP PERMIT.
 - FLUSHING SHALL NOT BE ATTEMPTED DURING PEAK DEMAND HOURS OF THE EXISTING WATER MAIN.
 - ALL DOWNSTREAM VALVES IN THE NEW SYSTEM MUST BE OPEN PRIOR TO OPENING THE TIE-IN VALVE.
 - PROVIDE FOR AND MONITOR THE PRESSURE AT THE TIE-IN POINT, THE PRESSURE IN THE EXISTING MAIN MUST NOT DROP BELOW 35 psi.
 - TIE-IN VALVE SHALL BE OPENED A FEW TURNS ONLY, ENSURING A PRESSURE DROP ACROSS THE VALE IS ALWAYS GRATER THAN 10 psi.
 - C. THE TIE-IN VALVE SHALL BE LOCKED CLOSED BY THE CITY UNTIL FLUSHING BEGINS.
 - D. THE TIE-IN VALVE SHALL BE OPENED ONLY A FEW TURNS FOR FLUSHING OF THE NEW MAIN. THE PROCEDURE SHALL BE DIRECTED BY THE CITY AND OBSERVED BY THE ENGINEER.
 - E. AFTER FLUSHING, THE TIE-IN VALVE SHALL BE CLOSED AND LOCKED IN THE CLOSED POSITION BY THE CITY.
 4. THE CONTRACTOR SHALL PROVIDE DOCUMENTATION DEMONSTRATING THAT THE RPZ BACKFLOW PREVENTION DEVICE HAS BEEN TESTED WITHIN ONE YEAR AT THE TIME OF INSTALLATION AND IS IN GOOD WORKING ORDER AT THE TIME OF INSTALLATION. THE TEST SHALL BE PERFORMED BY A QUALIFIED BACKFLOW PREVENTION TECHNICIAN.
 5. EXCEPT AS REQUIRED TO FLUSH LINES OF GREATER THAN 8" IN DIAMETER, THE TIE-IN VALVE SHALL REMAIN CLOSED AND SHALL BE LOCKED IN THE CLOSED POSITION BY THE CITY. THE TIE-IN VALVE SHALL REMAIN LOCKED CLOSED UNTIL THE NEW SYSTEM HAS BEEN CLEARED FOR USE BY FDEP AND ALL OTHER PERTINENT AGENCIES.
 6. UPON RECEIPT OF CLEARANCE FOR USE FROM FDEP AND ALL OTHER PERTINENT AGENCIES, THE CONTRACTOR SHALL REMOVE THE JUMPER CONNECTION. THE CORPORATION STOPS ARE TO BE CLOSED AND FLUSHED WITH 2" BRASS PLUGS.
 7. ALL INSTALLATION AND MAINTENANCE OF THE TEMPORARY JUMPER CONNECTION AND ASSOCIATED BACKFLOW PREVENTION DEVICE FITTINGS, VALVE, ETC., SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR.



City of Fruitland Park
Standard Details

JANUARY 2020

Detail W-8



NOTES:
1. BRONZE IDENTIFICATION DISC SHALL BE REQUIRED FOR ALL VALVES

VALVE COLLAR
NOT TO SCALE

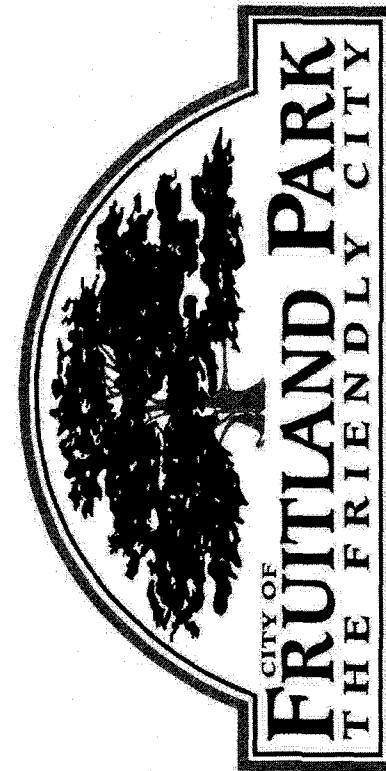


City of Fruitland Park
Standard Details

JANUARY 2020

Detail S-14

City of Fruitland Park
Reserve at Spring Lake
16" Water Main Improvement



halff
1201 NORTH BOWSER RD
SUITE 100
ORLANDO, FL 32817
TEL (407) 346-6200

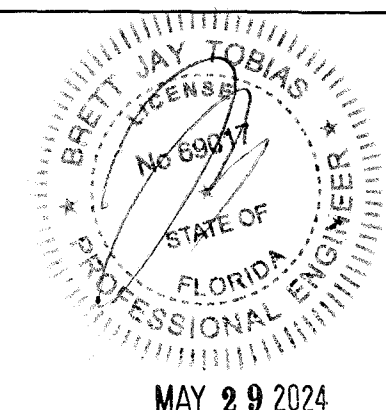
REVISION	NO.	DATE	DESCRIPTION

PRELIMINARY

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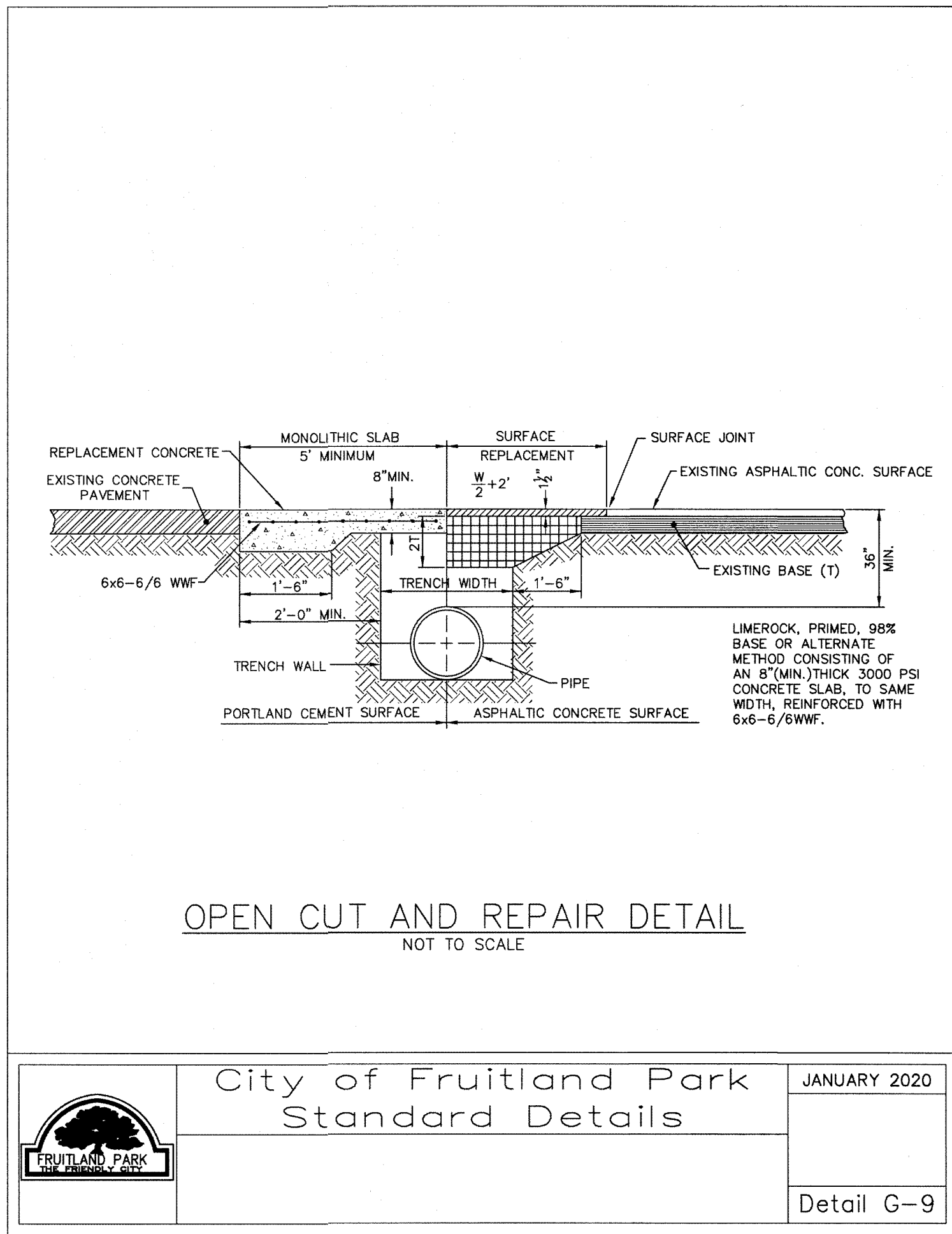
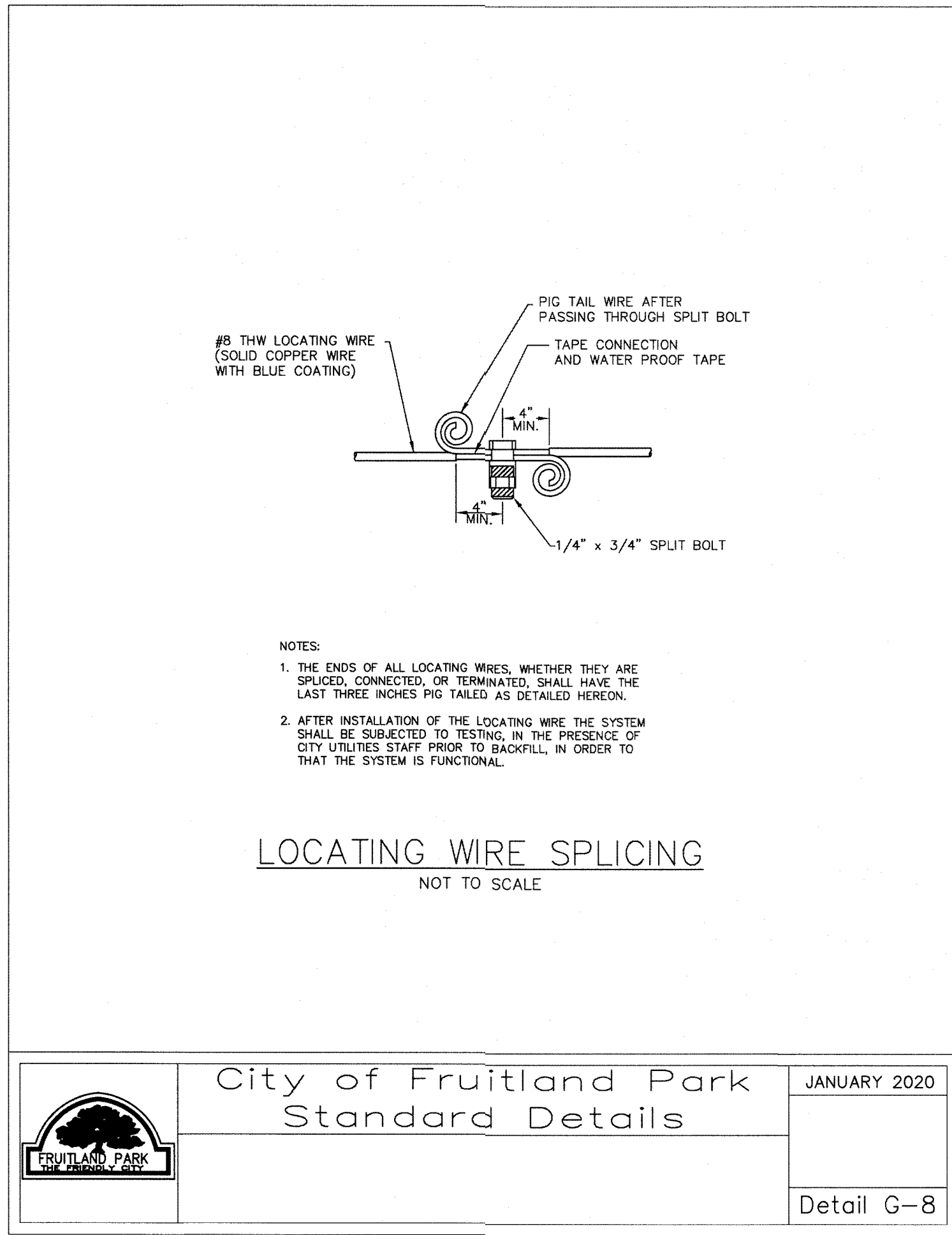
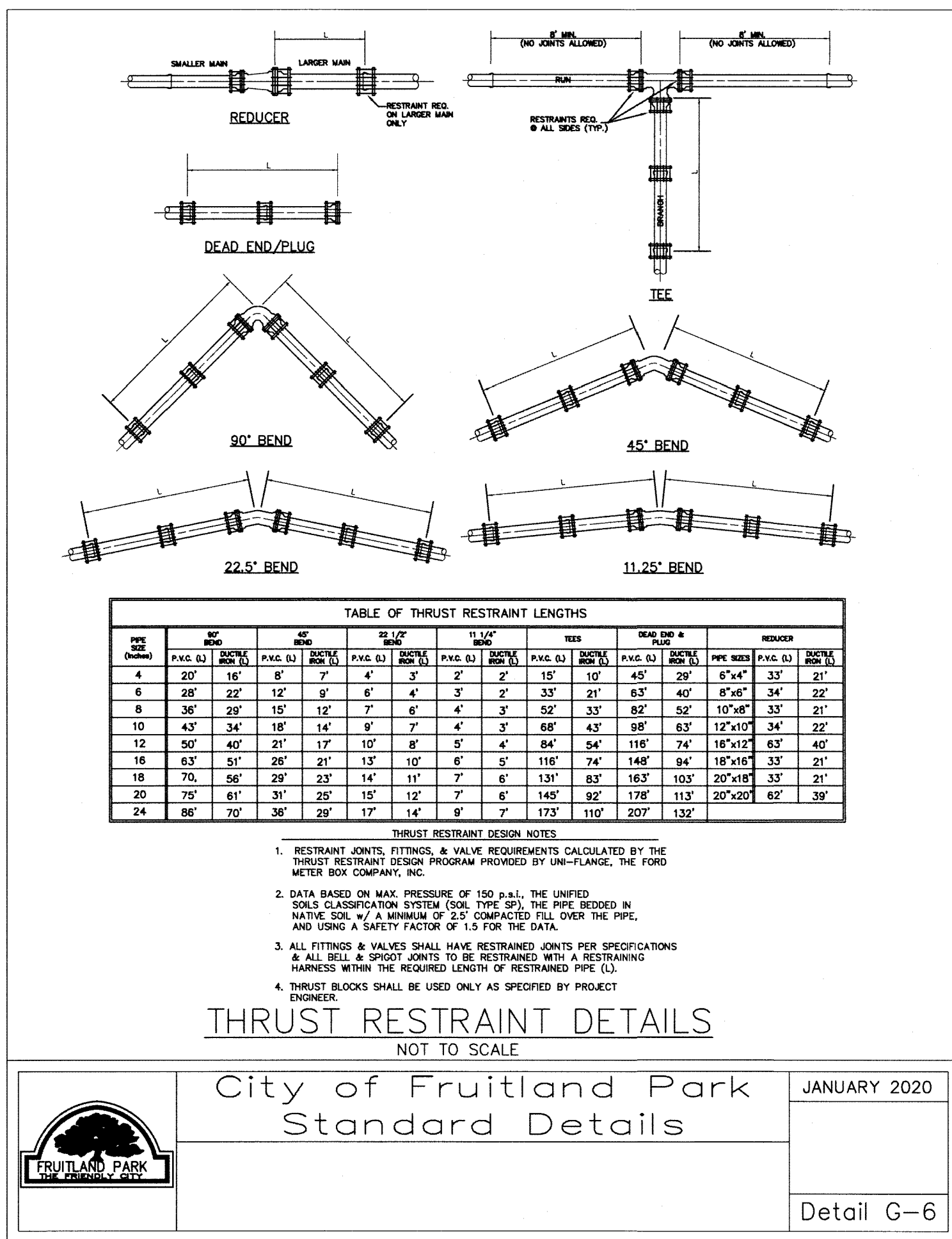
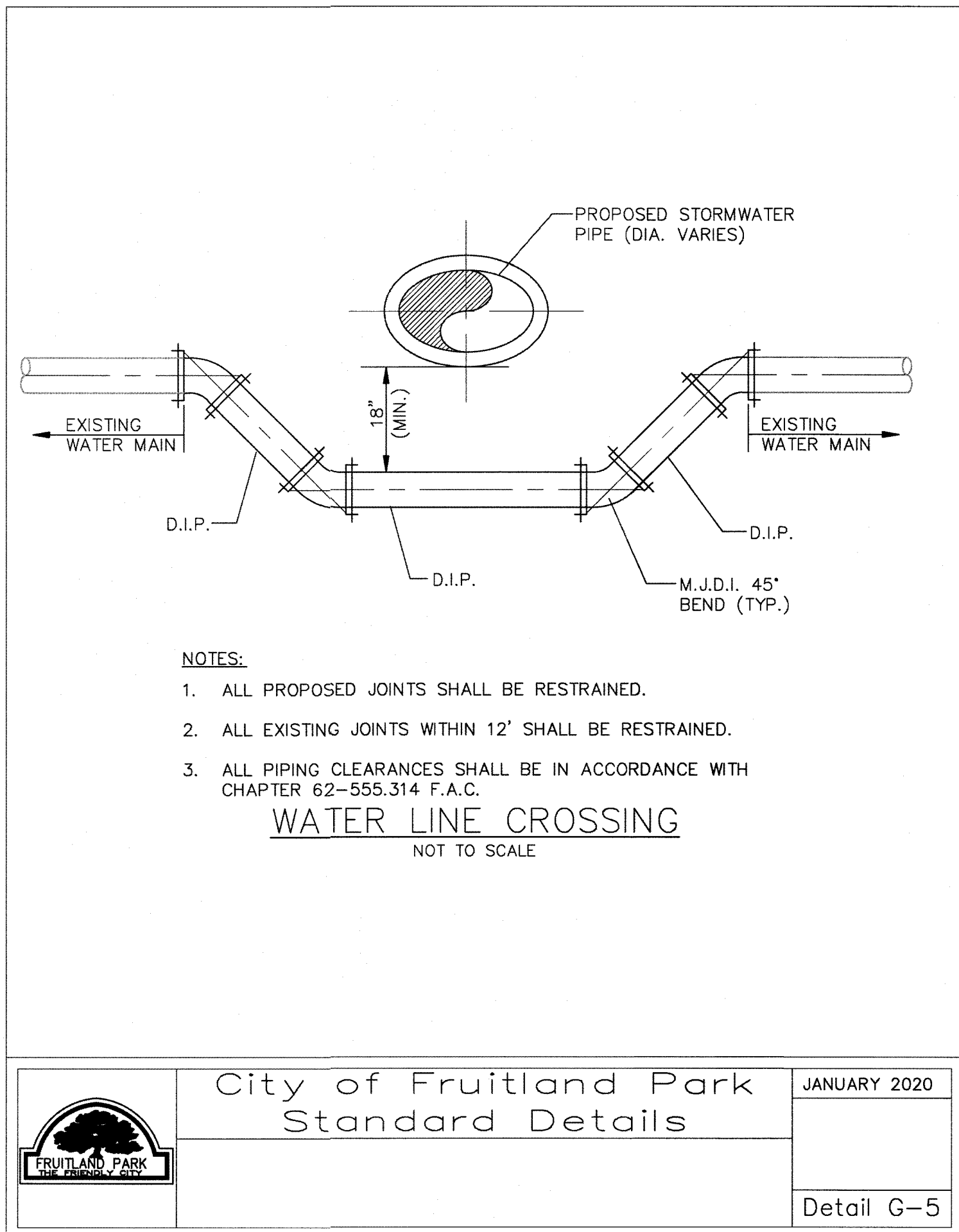
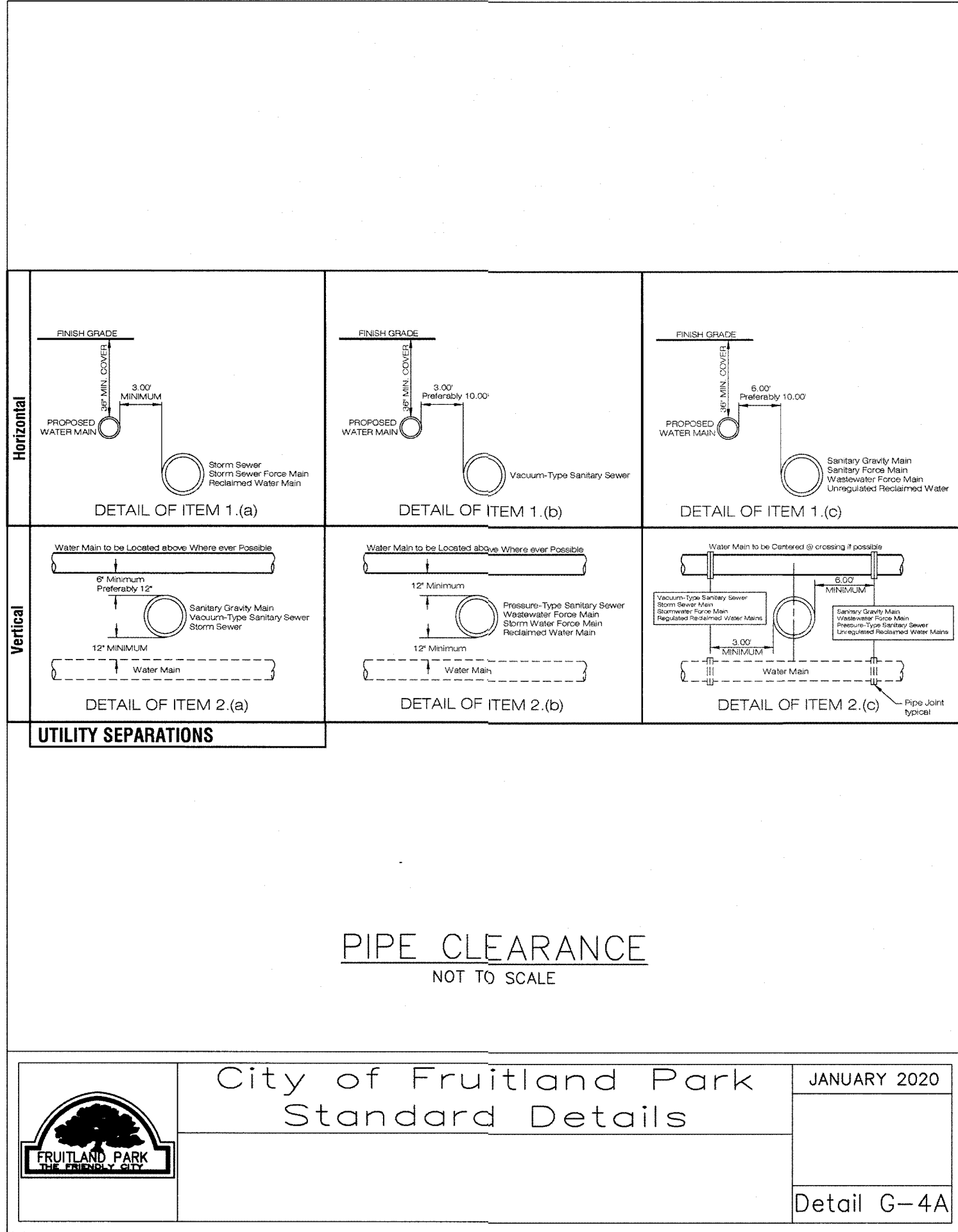
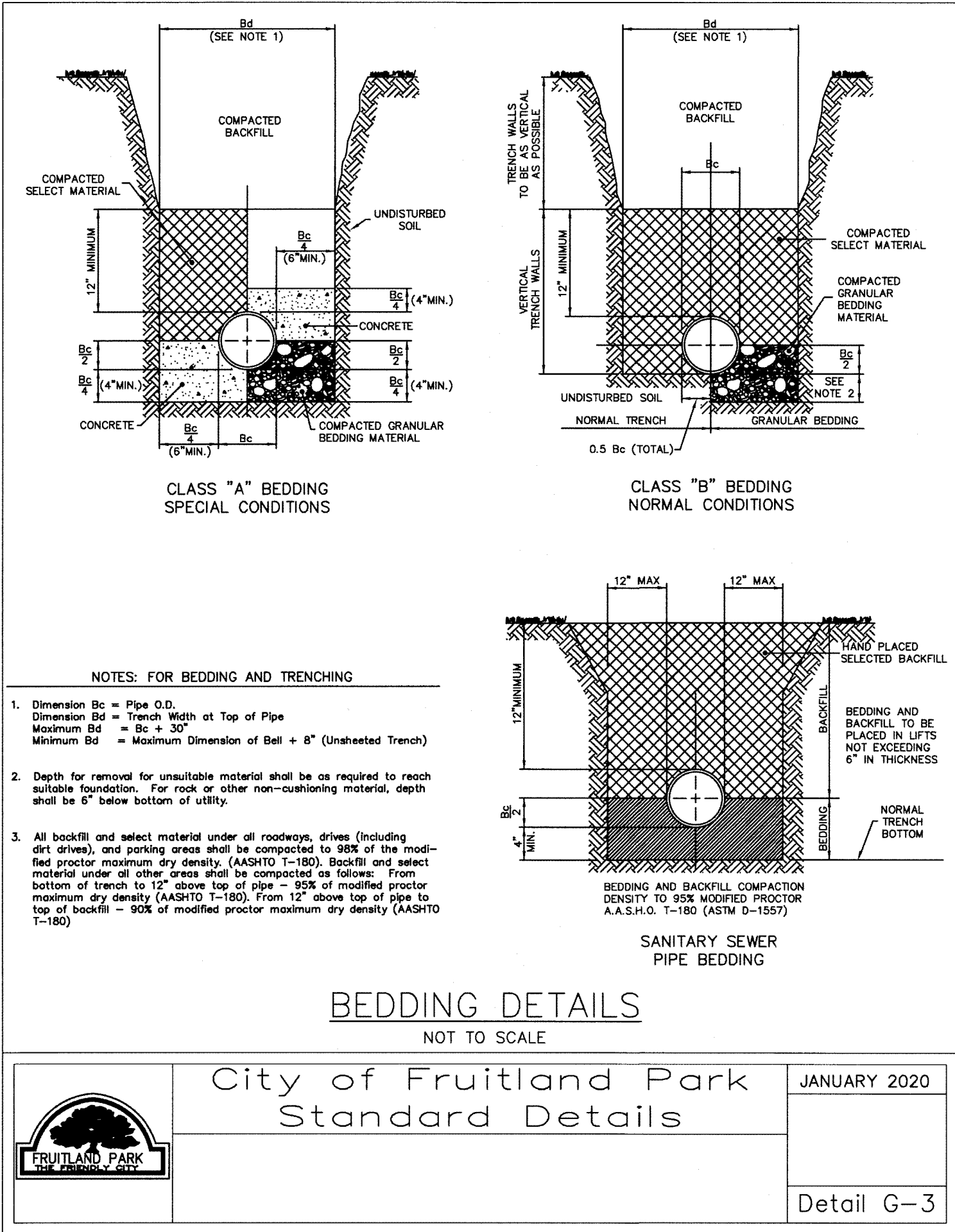
BRETT J. TOBIAS, PE 69017
NAME
DATE 5/22/2024
FIRM/BUSINESS NO. FL STATE



PROJECT NO.: 043866.107
ISSUED: MAY 2024
DRAWN BY: MC
CHECKED BY: BJT
SCALE: NTS
SHEET TITLE:

CITY DETAILS

C-500



City of Fruitland Park
Reserve at Spring Lake
16" Water Main Improvement

half
1201 NORTH BOWSER RD.
RICHARDSON, TEXAS 75081-2275
TEL (214) 346-6200

PRELIMINARY
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BRETT J. TOBIAS, PE
NAME
6/22/2024
DATE
HALFF ASSOCIATES
FIRM / BUSINESS NO
FL
STATE

PROJECT NO.: 043866.107
ISSUED: MAY 2024
DRAWN BY: MC
CHECKED BY: BJT
SCALE: NTS
SHEET TITLE:

CITY DETAILS

C-501



VIA EMAIL kmanila@fruitlandpark.org

February 14, 2025

Karen Manila
City Manager
City of Fruitland Park
506 W. Berckman Street
Fruitland Park, FL 34731

**RE: CITY OF FRUITLAND PARK RESERVE AT SPRING LAKE WATER MAIN
IMPROVEMENTS
BID NO. ITB 2025-01
(HALFF AVO 043866.107)**

Dear Ms. Manila:

We have reviewed the bid packages for completeness and accuracy and have checked bid requirements for the apparent low bidder, DB Civil Construction, LLC. Based upon our review of the submittal package, we recommend approval of the low base bid in the amount of \$639,980.00 to DB Civil Construction, LLC. This approval is contingent on DB Civil Construction, LLC sending the City the company's financial statement prior to going to Council, which shall include assets and liabilities.

Should you have any questions with regards to this matter, please feel free to contact our office.

Sincerely,

HALFF

A handwritten signature in blue ink, appearing to be "BT", written over a light blue horizontal line.

Brett J. Tobias, P.E.
Team Leader
btobias@halff.com

BJT:ab

City of Fruitland Park

INVITATION TO BID 2025-01



City of Fruitland Park Reserve at Spring Lake Water Main Improvements, Fruitland Park, Florida

ITB Number: 2025-01 (HALFF AVO: 043866.107)
Issue Date: **December 4, 2024**
Pre-Bid Conference: January 14, 2025 at 11:00 a.m.
Bid Opening Date: February 11, 2025 at 3:00 p.m.
Contracting Officer: Ms. Karen Manila, Interim City Manager

LEGAL NOTICE **INVITATION TO BID 2025-01**

For the construction and installation of water main and services at Spring Lake Road and running south roughly parallel to Tommy Lane but continuing to Cooke Drive in Fruitland Park, Florida. The work generally includes the furnishing of all labor, materials and equipment for the construction of a new water main and services as shown in the contract plans.

Pursuant to Section 287.055, Florida Statutes and the policies and procedures of the City of Fruitland Park, notice is hereby given that a sealed bids for the work must be received by **3:00 p.m. local time on Tuesday, February 11, 2025**, at Fruitland Park City Hall, 506 West Berckman Street, Fruitland Park, Florida, 34731. A mandatory pre-bid conference will be held at city hall on Tuesday, January 14, 2025 at 11:00 a.m. (All bidders must be in attendance in order to submit a bid.) Plans and specifications will be available by Monday, January 6, 2024 after 1:00 p.m. at city hall or by e-mail request to kmanila@fruitlandpark.org. All request for further information should also be addressed to Brett Tobias, Team Leader, HALFF, btobias@halff.com. The bid document may be obtained on the City of Fruitland Park's website at <https://www.fruitlandpark.org/rfps>.

In accordance with Section 287.055 (11), *Florida Statutes*, the City of Fruitland Park declares that all, or any portion of the documents and work papers prepared and submitted pursuant to this Notice of Request shall be subject to reuse by the city.

The city reserves the right to waive any informalities in the selection process and to reject any or all Qualifications Statements, or to re-advertise.

**CITY OF FRUITLAND PARK
AGENDA ITEM SUMMARY SHEET
Item Number: 8b**

ITEM TITLE: CITY ATTORNEY REPORT

MEETING DATE: March 27, 2025

DATE SUBMITTED: March 20, 2025

SUBMITTED BY: City Attorney

Wayne Goodridge and Tammy Goodridge v. City of Fruitland Park, Lake County Case No. 2022-CA-1628: On May 1, 2024 the Stipulated Civil Case Management Order Requiring Disclosures was entered by Judge Takac. On June 18, 2024 the Court approved the substitution of counsel. Plaintiffs' attorney is Zachary J. McCormick. The depositions of the Plaintiffs have been scheduled for April 23, 2025 at City Hall; however, on February 19th the City filed a Notice of Cancellation of Deposition of Tammy Goodridge. On February 20th the City served Expert Interrogatories on Plaintiff Wayne Goodridge.

Linda Herald v. City of Fruitland Park, Lake County Case No. 2025-CA-000116: On January 21, 2025, Ms. Herald filed a two-count complaint against the City for negligent hiring and negligent supervision of former City employee Jabari Hopkins. Ms. Herald seeks damages in excess of \$50,000 for emotional distress associated with Mr. Hopkins' criminal activities of reselling an occupied crematory vault and disturbing the remains of her late husband. On September 21, 2023 Mr. Hopkins entered a plea to the charges and was adjudicated guilty and sentenced to 5 years probation. Attorney Joshua Walker of Walker, Revels, Greninger, PLLC has been appointed to defend the City. On March 14, 2025 an Answer and Affirmative Defenses were filed on behalf of the City.

FUNDS BUDGETED: N/A

ATTACHMENT: N/A

RECOMMENDATION: N/A

ACTION: N/A