CONTRACT FOR CONSTRUCTION
BETWEEN LAKE COUNTY, FLORIDA

Central Phase II Landfill Closure

CHAPTER 1
GENERAL CONTRACTOR'S AGREEMENT

This Contract For Construction is entered into between: **Lake County, Florida, a political subdivision of the State of Florida**, hereinafter the "OWNER," by and through its Board of County Commissioners, and **ERC General Contracting Services, Inc.,** a Florida corporation, hereinafter the "GENERAL CONTRACTOR". This Contract For Construction shall be effective on the date signed by the last party to do so.

ADDRESSES AND AUTHORIZED REPRESENTATIVES

The authorized representatives and addresses of the Owner and the General Contractor and the Professional are:

OWNER:

Representative:	County Manager
Mailing Address:	P.O. Box 7800
Physical Address:	315 West Main Street, Suite 308
City, State, Zip:	Tavares, Florida 32778
Office:	(352) 343-9888
Fax:	(352) 343-9495
Email:	dgray@lakecountyfl.gov

GENERAL CONTRACTOR:

Representative:	Jerry L. Pinder, Pres.
Mailing Address:	890 Carter Road, Ste. 170
City, State, Zip:	Winter Garden, Florida 34787
Office:	407-656-3900
Fax:	407-656-2128
Email:	accounting@ercflorida.com
License #:	CGC 1507537

PROFESSIONAL (Architect):

Representative:	Mark Roberts, P.E., V.P.
Company:	HDR Engineering, Inc.
Mailing Address:	200 West Forsyth Street, Ste. 800
City, State, Zip:	Jacksonville, Florida 32202
Office:	(904) 598-8979
Fax:	(904) 598-8988
Email:	

Whenever this Contract For Construction refers to "Professional" in the singular, such reference shall mean the Owner's designated representative.

OWNER'S PROJECT IDENTIFICATION INFORMATION:

Project Title: Closure of Lake County Landfill Cell
Project Location: 13130 County Landfill Road, Tavares, Florida 32778
Project Number: ITB # 12-0215

RECITALS

A. The Owner intends to construct the Project and is engaging the General Contractor to perform certain labor, supervision and services and provide certain equipment, goods and materials for the Project.

B. The Owner and General Contractor each acknowledges that it will act in good faith in carrying out its duties and obligations.

C. The Owner's engagement of the General Contractor is based upon the General Contractor's representations to the Owner that it (i) is experienced in the type of labor and services the Owner is engaging the General Contractor to perform; (ii) is authorized and licensed to perform the type of labor and services for which it is being engaged in the State and locality in which the Project is located; (iii) is qualified, willing and able to perform general construction services for the Project; and (iv) has the expertise and ability to provide general construction services which will meet the Owner's objectives and requirements, and which will comply with the requirements of all governmental, public and quasi-public authorities and agencies having or asserting jurisdiction over the Project.

D. The Owner and General Contractor each acknowledges that it has reviewed and familiarized itself with this Contract for Construction, including the documents enumerated in Article 1, and agrees to be bound by the terms and conditions contained therein.

E. The Owner has engaged one or more Professionals to perform architectural and/or engineering services for the Project, including preparation of Site-specific Construction Documents.

NOW, THEREFORE, for good and valuable consideration, the parties agree as follows:

ARTICLE 1
CONTRACT DOCUMENTS

1.1 The "Contract For Construction" is comprised of the following documents:

This "Chapter 1 - General Contractor's Agreement (General Contractor's Form)" (hereafter "Chapter 1"), including the foregoing recitals A. through E., and all attached documents, appendices and addenda;

"Chapter 2 - General Contractor's Required Services (General Contractor's Form)" (hereafter "Chapter 2"), and all attached documents, appendices and addenda;

"Chapter 3 – General Terms and Conditions of General Contractor's Contracts" (hereafter "Chapter 3") and all attached documents, appendices and addenda;

The Construction Documents, now existing as set forth in the ITB referenced in the Project Identification section above, or issued hereafter;

Any amendments or addenda executed by the Owner and the General Contractor hereafter;

All drawings and specifications as set forth in the ITB referenced in the Project Identification section above shall be incorporated herein and made a part of this Contract for Construction;

Approved Change Order(s) or field orders; and

Additional documents listed hereafter, attached hereto and incorporated herein:

□ Additional Documents:

All relevant Addenda, if any, are attached hereto as Appendix D and incorporated herein.

1.2 Documents not included or expressly contemplated in this Article 1 do not, and shall not, form any part of this Contract For Construction.

1.3 The Owner shall not furnish the General Contractor with a copy of the Construction Documents; provided, however, that the General Contractor may obtain copies of the plans and specifications from a reprographic company having the original documents. All information regarding addendum will be published online and with the reprographic company.

ARTICLE 2
NOTICES

2.1 Unless otherwise provided, all notices shall be in writing and considered duly given if the original is (i) hand delivered; (ii) delivered by telex, facsimile, or telecopy; or (iii) sent by U.S. Mail, postage prepaid. All notices shall be given to the addresses set forth above. Notices hand delivered or delivered by telex, facsimile, or telecopy shall be deemed given the next business day following the date of delivery. Notices given by U.S. Mail shall be deemed given as of the second business day following the date of posting.

ARTICLE 3
SCOPE OF GENERAL CONTRACTOR'S WORK

3.1 The General Contractor shall furnish or cause to be furnished, and pay for out of the Construction Price, all management, supervision, financing, goods, products, materials, equipment, systems, labor, services, permits, licenses, construction machinery, water, heat, utilities, transportation and other facilities necessary for proper execution and completion of its scope of the Work in accordance with all of the terms and conditions of this Contract For Construction.

ARTICLE 4
COMPENSATION OF GENERAL CONTRACTOR

4.1 **Construction Price.** The Owner shall pay and the General Contractor shall accept, as full and complete payment for the General Contractor's timely and complete performance of its obligations hereunder the fixed price of **$1,934,180.72**, to close the existing landfill cell at the facility in accordance with the contract documents. The fixed price is determined as follows:

Base Bid (Option 2)	$1,813,180.72
Option Item A	$121,000.00

The amount set forth above is the Construction Price and includes the aggregate amount of all allowances and any unit price items to be furnished or installed. Permit fees for this project shall be included in the Schedule of Values and shall be paid directly by the General Contractor. The Owner shall provide a direct reimbursement to the General Contractor in the amount of the allowance, and such shall be shown in the General Contractor's Schedule of Values, and submitted with the monthly pay application. If the fees exceed the allowance, the General Contractor shall submit a request for a Change Order.

Option Item B is unit pricing per cubic yard to furnish and install vertical seep drainage. Option Item B shall be incorporated into this Contract if necessary.

Option Item B	$30.00 per cubic yard

4.2 **Compensation Schedule.** Prior to execution of this Contract For Construction, the General Contractor shall prepare and present to the Owner and to the designated Professional the General Contractor's Compensation Schedule which includes, as applicable: *[Check applicable items]*

X A. Schedule of Values for payment of the Construction Price on a lump sum basis for each of the major sixteen divisions of construction. The Schedule of Values must reflect total construction cost;

☐ B. Time Schedule for payment of the Construction Price on a lump sum basis;

☐ C. Unit prices and estimated number of units for compensation for services rendered and goods supplied on a unit-price basis; and

☐ D. Rates for compensation for services rendered on a time and material basis.

☐ E. Compensation for goods furnished on a time and material basis.

F. Allowances.

☐ G. Lump sum payment after acceptance of the project by the Owner.

X H. Anticipated Drawdown Schedule showing the anticipated periodic payments.

The Compensation Schedule, once approved, shall be attached hereto and incorporated herein as Appendix A.

4.3 **Payment.** On the 25th of each month, the General Contractor shall prepare an application for payment in accordance with Article 15, Chapter 3, which reflects all construction activities completed to date, for the review of the Professional and the Owner. The Owner shall pay to the General Contractor ninety percent (90%) of the total amount approved by the Professional, withholding the balance as retainage, unless there is a dispute about the amount of compensation due the General Contractor. The date on which payment is due shall be referred to as the "Payment Date". The General Contractor may request a reduction in the retainage, but such reduction must be approved by the Owner. The Contractor shall be required to submit an updated Critical Path Method (CPM) schedule with the monthly applications for payment. The CPM is a requirement for payment. Failure to submit or update the schedule to reflect current field conditions shall result in non-payment or delay of payment until the CPM is received. Prior to final payment the General Contractor shall provide all contract close out documents including but not limited to as-builts, operating and maintenance manuals, and warranties. Additionally, the General Contractor must complete all punch-list items prior to final payment. The Owner shall make all payments in accordance with Part VII, Chapter 218, Florida Statutes, entitled the Florida Prompt Payment Act.

4.3.1 If the Contract Amount exceeds $200,000, but is less than $10,000,000, the General Contractor shall prepare a list of items to be rendered complete, satisfactory, and acceptable within thirty (30) calendar days after reaching Substantial Completion. Failure of the General Contractor to include any corrective work or pending items not yet completed on the list developed pursuant to this section does not alter the responsibility of the General Contractor to complete all construction services set forth herein. Upon completion of all items on the list, the General Contractor may submit a payment request with its next monthly invoice for all remaining retainage withheld by the Owner. If a good-faith dispute exists as to whether one or more items have been completed pursuant to this Contract for Construction, the Owner may continue to withhold an amount not to exceed one hundred fifty percent (150%) of the total costs to complete the remaining items. The General Contractor's project representative shall be required to review these estimates with the Owner and sign the estimate in agreement.

All requests for payment of retainage shall be in accordance with the Florida Prompt Payment Act.

4.4 **Liquidated Damages.** If liquidated damages are assessed pursuant to Chapter 3, Article 17, such damages shall be imposed where the delay to the Substantial Completion date of a phase is due to the fault of the General Contractor, and are calculated at the rate of **$1,300.00** per calendar day for failure to meet the required date of Substantial Completion. Liquidated damages are the sole remedy for delays caused by the General Contractor. The parties agree that Liquidated Damages are not being assessed as a penalty.

4.5 **General Conditions Cost**. Items within the Lump Sum General Conditions Cost for which the General Contractor is entitled to no additional compensation (except where a change order adds additional work and additional General Conditions are authorized by Chapter 3, Paragraph 9.5.4) include, without limitation:

4.5.1 costs, including transportation and storage, installation, maintenance, dismantling and removal of materials, supplies, temporary facilities, machinery, equipment, and hand tools not customarily owned by construction workers, that are provided by the General Contractor at the site and fully consumed in the performance of the Work; and cost (less salvage value) of such items if not fully consumed, whether sold to others or retained by the General Contractor. Cost for items used by the General Contractor shall mean fair market value;

4.5.2 costs incurred to provide site safety (excluding subcontractor safety costs);

4.5.3 costs of removal of debris from the site;

4.5.4 costs of document reproduction including bid sets, facsimile transmissions and long-distance telephone calls, postage and parcel delivery charges, telephone service at the site and reasonable petty cash expenses of the site office;

4.5.5 that portion of the reasonable expenses of the General Contractor's personnel incurred while traveling in discharge of duties directly connected with the Work;

4.5.6 sales, use or similar taxes imposed by a governmental authority and paid by the General Contractor, and directly related to the Work.

4.5.7 data processing costs directly related to the Work; however, these costs shall not include any hardware, software, or CADD costs;

4.5.8 expenses incurred in accordance with the General Contractor's standard personnel policy for relocation and temporary living allowances of personnel required for the Work;

4.5.9 the cost of obtaining and using all temporary utility services required for the Work;

4.5.10 all reasonable costs and expenditures necessary for the operation of the site office, such as stationary, supplies, blueprinting, furniture, fixtures, office equipment and field computer services;

4.5.11 rental charges for temporary facilities, and for machinery, equipment, and tools not customarily owned by construction workers;

4.5.12 wages, salaries, bonuses and incentive compensation, of the General Contractor's supervisory, technical, administrative and clerical personnel engaged in supervision and management of the Work on or off the Project Site, including all company overhead and expenses; and

4.5.13 cost of fringe benefits, contributions, assessments and taxes, including for example such items as Unemployment Compensation and Social Security, to the extent that such cost is required by law and is based on the compensation paid to the General Contractor's employees.

ARTICLE 5
SPECIFIC INSURANCE REQUIREMENTS

5.1 The General Contractor shall purchase and maintain, at its expense, from a company or companies authorized to do business in the State of Florida, and which are acceptable to the County, insurance policies containing the following selected types of coverage and minimum limits of liability protecting from claims which may arise out of or result from the performance or non-performance of services under this Contract For Construction by the General Contractor or by anyone directly or indirectly employed by it, or by anyone for whose acts it may be liable:

(i) General Liability insurance on forms no more restrictive than the latest edition of the Occurrence Form Commercial General Liability policy (CG 00 01) of the Insurance Services Office or equivalent without restrictive endorsements, with the following minimum limits and coverage:

Each Occurrence/General Aggregate	$1,000,000/2,000,000
Products-Completed Operations	$2,000,000
Personal & Adv. Injury	$1,000,000
Fire Damage	$50,000
Medical Expense	$5,000
Contractual Liability	Included

(ii) Automobile liability insurance, including owned, non-owned, and hired autos with the following minimum limits and coverage:

Combined Single Limit	$1,000,000

(iii) Workers' compensation insurance based on proper reporting of classification codes and payroll amounts in accordance with Chapter 440, Florida Statutes, and/or any other applicable law requiring workers' compensation (Federal, maritime, etc). If not required by law to maintain workers compensation insurance, the vendor must provide a notarized statement that if he or she is injured, he or she will not hold the County responsible for any payment or compensation.

(iv) Employers Liability with the following minimum limits and coverage:

Each Accident	$1,000,000
Disease-Each Employer	$1,000,000
Disease-Policy Limit	$1,000,000

(v) Builders Risk Insurance with all-risk perils for 100% of the contract amount ☐ is / X is not required.

(vi) Lake County, a Political Subdivision of the State of Florida, and the Board of County Commissioners, shall be named as additional insured as their interest may appear on all applicable policies.

(vii) Certificate(s) of insurance shall provide for a minimum of thirty (30) days prior written notice to the County of any change, cancellation, or nonrenewal of the required insurance.

(viii) Certificate(s) of insurance shall identify the contract number in the Description of Operations section of the Certificate.

(ix) Certificate of insurance shall evidence a waiver of subrogation in favor of the County, that coverage shall be primary and noncontributory, and that each evidenced policy includes a Cross Liability or Severability of Interests provision, with no requirement of premium by the County.

(x) Certificate holder shall be:

LAKE COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, AND THE BOARD OF COUNTY COMMISSIONERS.
P.O. BOX 7800
TAVARES, FL 32778-7800

(xi) All self-insured retentions shall appear on the certificate(s) and shall be subject to approval by the County. At the option of the County, the insurer shall reduce or eliminate such self-insured retentions; or the vendor shall be required to procure a bond guaranteeing payment of losses and related claims expenses.

(xii) The County shall be exempt from, and in no way liable for, any sums of money, which may represent a deductible or self-insured retention in any insurance policy. The payment of such deductible or self-insured retention shall be the sole responsibility of the vendor and/or subcontractor providing such insurance.

(xiii) The Contractor shall be responsible for subcontractors and their insurance. Subcontractors are to provide Certificates of Insurance to the County evidencing coverage and terms in accordance with the Contractor's requirements.

(xiv) Failure to obtain and maintain such insurance as set out above will be considered a breach of contract and may result in termination of the contract for default.

(xv) Neither approval by the County of any insurance supplied by the vendor, nor a failure to disapprove that insurance, shall relieve the vendor of full responsibility of liability, damages, and accidents as set forth herein.

(xvi) If it is not possible for the General Contractor to certify compliance, on the certificate of insurance, with all of the above requirements, then the General Contractor is required to provide a copy of the actual policy endorsement(s) providing the required coverage and notification provisions.

ARTICLE 6
PERSONNEL, SUBCONTRACTOR, SUPPLIER AND CONSULTANT CHARTS

6.1 The General Contractor shall, prior to the execution of this Contract for Construction, prepare and attach as Appendix B to this Chapter the General Contractor's Personnel Chart which lists by name, job category and responsibility the General Contractor's primary employees who will work on the Project. The General Contractor shall promptly inform the Owner in writing of any proposed replacements, the reasons therefore, and the name(s) and qualification(s) of proposed replacement(s). The Owner shall have the right to reject any proposed replacement.

6.2 The General Contractor (i) shall within ten (10) days of the Notice To Proceed, prepare and provide to the Owner the General Contractor's Subcontractors And Suppliers Chart which lists by name and general Project responsibility each subcontractor and supplier who will be utilized by the General Contractor to provide goods or services with respect to the Project. ; (ii) shall not enter into any agreement with any subcontractor or supplier to which the Owner raises a reasonable, timely objection with full compensation to be paid the General Contractor, with mark-up, for any premium costs in changing Subcontractors or Suppliers at the Owner's direction; and (iii) shall promptly inform the Owner in writing of any proposed replacements, the reasons therefore, and the name(s) and qualification(s) of proposed replacement(s). The Owner shall have the right to reject any proposed replacement with full compensation to be paid the General Contractor, with mark-up, for any premium costs in changing Subcontractors or Suppliers at the Owner's direction.

ARTICLE 7
CONSTRUCTION SCHEDULE AND SPECIFIC BOND REQUIREMENTS

7.1 **Time For Performance.**

7.1.1 **Commencement Of Construction.** The General Contractor shall commence construction of its scope of the Work within ten (10) calendar days of receipt of the Notice To Proceed, hereinafter the "Commencement Date."

7.1.2. **Substantial Completion.** The General Contractor shall accomplish Substantial Completion of its scope of the Work on or before ninety (90) calendar days (the "required date of Substantial Completion") from the issuance of the Notice to Proceed.

7.1.3. **Final Completion.** The General Contractor shall accomplish Final Completion of its scope of the Work on or before one hundred twenty (120) calendar days from the issuance of the Notice to Proceed, hereinafter the "required date of Final Completion".

7.2 **Construction Schedule.** The General Contractor shall *[Select and complete as appropriate]*

☐ not less than _____ calendar days after execution of this Chapter 1, or

X no later than ten (10) calendar days after issuance of the Notice to Proceed

prepare and submit a preliminary Construction Schedule to the Owner and the Professional for their review and acceptance pursuant to Chapter 3, Paragraph 16.1 of this Contract For Construction. A Schedule of Values and an Anticipated Drawdown Schedule shall also be required.

7.3 **Bond Requirements**.

7.3.1 The General Contractor shall be required to provide payment and performance bonds prior to commencing the Work. The amount of the premiums for such bonds shall be included in the Construction Price. Performance and Payment Bonds shall be 100% of the contract amount and shall be executed on forms provided by the Owner. All original Performance and Payment Bonds will be submitted to Lake County Procurement Services for recording in the public records of Lake County, Florida, at the cost of the General Contractor. The bonds will be acceptable to the Owner only if the following conditions are satisfied:

(i) The Surety is licensed to do business in the State of Florida;

(ii) The Surety holds a Certificate of Authority authorizing it to write surety bonds in this State;

(iii) The Surety has twice the minimum surplus and capital requirements required by the Florida Insurance Code at the time the contract is issued;

(iv) The Surety has a current rating of A or A- as reported in the most current Best Key Rating Guide, published by A.M. Best Company, Inc., if the contract price exceeds $500,000, pursuant to Section 287.0935, Florida Statutes;

(v) The Surety is otherwise in compliance with the Florida Insurance Code; and

(vi) The Surety holds a currently valid Certificate of Authority issued by the United States Department of Treasury under 31 U.S.C. ss 9304.

If the Surety for any bond furnished by the General Contractor is declared bankrupt, becomes insolvent, its right to do business is terminated in the State of Florida, or it ceases to meet the requirements imposed by this Agreement, the General Contractor shall, within five (5) calendar days thereafter, substitute another bond and surety, both of which shall be subject to the Owner's approval.

7.3.2 The General Contractor [ ] shall [**X**] shall not be required to provide a maintenance bond.

GENERAL CONTRACTOR

Name: Jerry L. Pinder
Title: President

This 4th day of May, 2012.

COUNTY

LAKE COUNTY, through its
BOARD OF COUNTY COMMISSIONERS

Leslie Campione, Chair

This 4th day of June, 2012.

ATTEST:

Neil Kelly, Clerk of the Board
of County Commissioners
of Lake County, Florida

Approved as to form and legality:

Sanford A. Minkoff
County Attorney

APPENDIX A
GENERAL CONTRACTOR'S COMPENSATION SCHEDULE

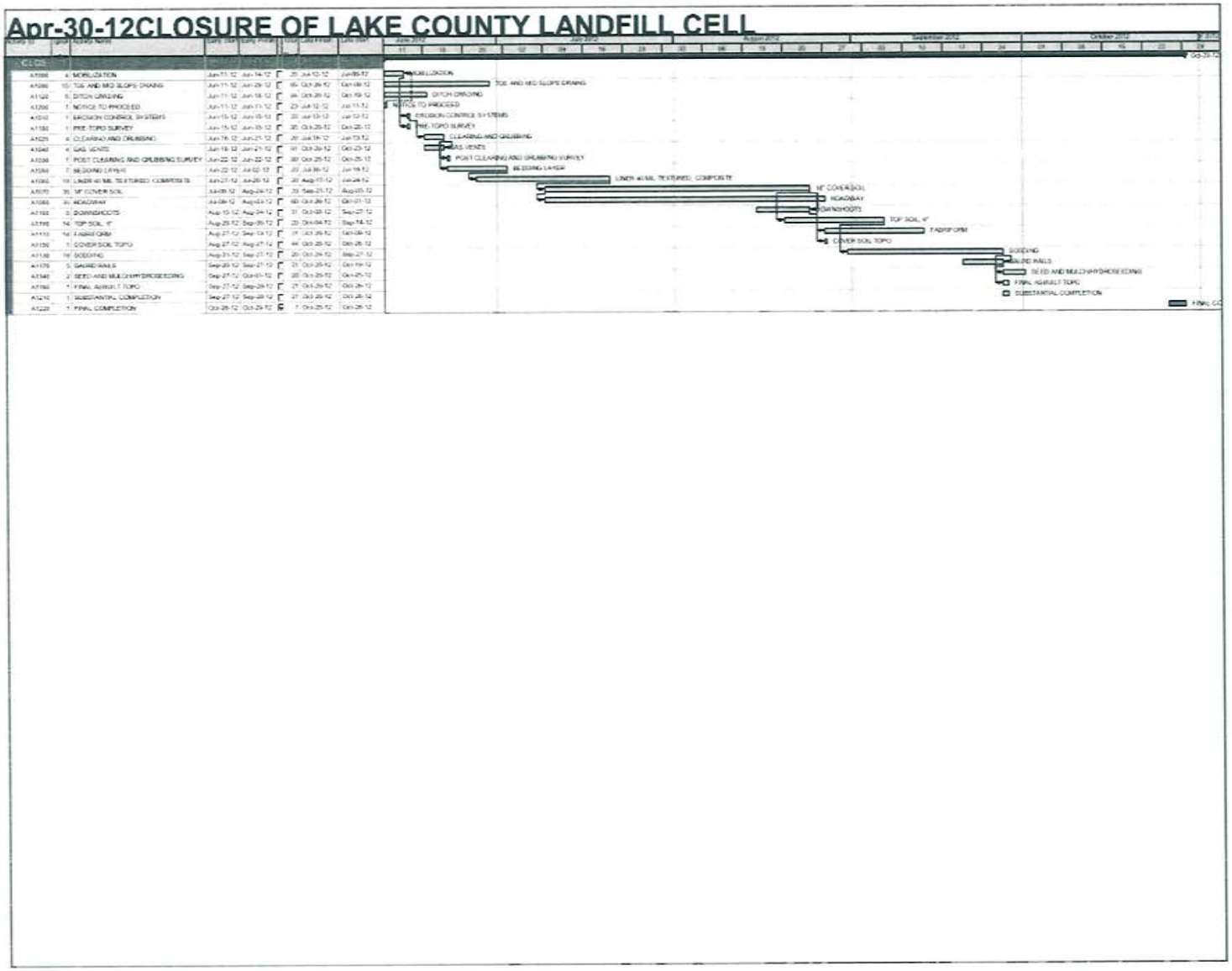
A. Schedule of Values for payment of the Construction Price on a lump sum basis

B. Anticipated Drawdown Schedule

SCHEDULE OF VALUES - PROPOSAL SHEET FOR

Lake County closure

						drawdown	schedule			
ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	EXTENDED PRICE	1-Jul-12	1-Aug-12	1-Sep-12	1-Oct-12	1-Dec-12
1	mobilization and demobilization. 6%	1	ls	$105,000	$105,000	73,500			31,500	
2	Project Surveying	1	ls	$25,000	$25,000	6,250	6,250	6,250	6,250	
3	Establish and Maintain Erosion and Sedimentation control measures	1	ls	$5,000	$5,000	1,250	1,250	1,250	1,250	
4	installation of gas vents	1	ls	$25,000	$25,000	20,000	5,000			
5	cpp downcommer pipe, downdrain interscetion and energy dissipaters	1	ls	$18,000	$18,000			18,000		
6	site clearing and grubbing	1	ls	$5,000.00	$5,000	5,000				
7	intermediate cover	1	ls	$96,300	$96,300	67,410	28,890			
8	tack-on berm drainage terrace	1	ls	$54,558.00	$54,558				54,558	
9	tie-in to existing partial closure and permimeter tie-in	1	ls	$15,000.00	$15,000		15,000			
10	clean soil fromo offsite sources	1	ls	$484,000	$484,000		96,800	290,400	96,800	
11	vegatative soil from off site sources	1	ls	$161,333	$161,333				161,333	
12	fertilize and sod	1	ls	$111,925	$111,925				111,925	
14	40 mil textured	1	ls	$370,464.39	$370,464.39	200,000	170,464			
15	geocomoposite	1	ls	$336,600	$336,600	200,000	136,600			
16	final cover access road	1	ls	121000	$121,000		60,500	36,300	24,200	
17	vertical seep drain	1	cy	30	$0	0				
					$1,934,180.72	573,410	520,754	352,200	487,816	0
					1,934,181					
					$0.00					


Apr-30-12CLOSURE OF LAKE COUNTY LANDFILL CELL
MOBILIZATION
TOE AND MID SLOPE DRAINS
DITCH GRADING
NOTICE TO PROCEED
EROSION CONTROL SYSTEMS
PRE-TOPO SURVEY
CLEARING AND GRUBBING
GAS VENTS
POST CLEARING AND GRUBBING SURVEY
BEDDING LAYER
LINER 40 MIL TEXTURED COMPOSITE
18" COVER SOIL
ROADWAY
DOWNSPOUTS
TOP SOIL 6"
FABRIFORM
COVER SOIL TOPO
SODDING
GABION WALLS
SEED AND MULCH/HYDROSEEDING
FINAL ASBUILT TOPO
SUBSTANTIAL COMPLETION

APPENDIX B
GENERAL CONTRACTOR'S PERSONNEL CHART

[Insert information as required]

For each of the General Contractor's primary employees working on the Project, list:

Jerry Pinder	Superintendent
Vaden Pollard	Site Coordinator

APPENDIX B
GENERAL CONTRACTOR'S PERSONNEL CHART

[Insert information as required]

For each of the General Contractor's primary employees working on the Project, list:

Jerry Pinder	Superintendent
Vaden Pollard	Site Coordinator

APPENDIX C
GENERAL CONTRACTOR'S
SUBCONTRACTORS AND SUPPLIERS CHART

National Lining Systems 16970-3 San Carlos Blvd Suite 191 Fort Myers, Florida 33908	Liner
Peavey & Associates Surveying 690 Alice Place Bartow, Florida 33830	Survey
Conrad Yelvington Distributors P.O. Box 11637 Daytona Beach, Florida 32120-1637	Granite
Siboney 1724 S. Bumby Avenue Orlando, Florida 32806	Hauling
Vulcan Materials 27222 County Road 561 Tavares, Florida 32778	Top Soil/Fill
Welders Trucking Tavares, Florida 32778	Hauling
Lake Jem Farms 16921 CR 48 Mount Dora, Florida 32757	Sod

APPENDIX D: ADDENDA

[Insert information as required]

LAKE COUNTY
FLORIDA

OFFICE OF PROCUREMENT SERVICES
315 WEST MAIN STREET, SUITE 416
PO BOX 7800
TAVARES FL 32778-7800

PHONE: (352) 343-9839
FAX: 352) 343-9473

www.lakegovernment.com

ADDENDUM NO. 1

Date: April 13, 2012

Invitation to Bid (ITB) No. 12-0215

CLOSURE OF COUNTY LANDFILL CELL

It is the vendor's responsibility to ensure their receipt of all addenda, and to clearly acknowledge all addenda within their initial bid or proposal response. Acknowledgement may be confirmed either by inclusion of a signed copy of this addendum with the initial bid or proposal response, or by completion and return of the addendum acknowledgement section of the solicitation. Failure to acknowledge each addendum may prevent the bid or proposal from being considered for award.

This addendum ___ does _X_ does not change the date for receipt of bids or proposals.

The purpose of this addendum is to provide confirming information to all potential responding vendors in association with the (recommended) pre-bid conference and associated questions of a non-administrative nature from individual vendors that have arisen to date. This information provided herein also summarizes discussions at the pre-bid meeting. Attendees of that meeting are noted on the County website for this solicitation.

The pre-bid meeting commenced with an overview of the terms and conditions of the solicitation. Particular notice was drawn to the estimate provided in solicitation section 1.1, the experience requirements stated in section 1.3, the bonding requirements sated in section 1.9, the bid completion and delivery instructions in section 1.11, the equal product direction in section 1.21, the sales tax recovery option expressed in section 1.26, and the e-verify requirement expressed in section 1.27. The pricing entry section was then reviewed in detail with a note confirming that the initial reference to "per vertical foot" in option item B should read "per cubic yard" to match the unit of measure stated after the actual price entry blank. The completion date stated in the solicitation (not-to-exceed 120 calendar days) was noted. It was also noted that the vendor would need to maintain a separate account for utility services, with all such charges to be paid by the vendor. It was also noted that the vendor could use available fill dirt as noted by the designated County representative, and that there would be no charge for disposal of construction material either generated or moved by the vendor during the course of performance.

A technical overview was then presented by the engineer of record for the project. The first matter discussed were the "**Revisions Initiated by the Engineer of Record**" section of this addendum. Other general comments were as follows:

- There will be a full-time CQA observer located in a separate trailer furnished by the Contractor.
- Field directives will be issued by the engineer of record, but formal change orders had to be approved in advance by the County. Any claim for a contract change order shall be submitted concurrently to the County and Engineer for review and determination.
- Pay applications would be subject to a 10% retainage.
- There shall be no adverse impact on daily operations of the facility, with access ways and work locations being assigned o the vendor.
- Hours of operation were confirmed to be 7:00 AM to 5:30 PM. Monday thru Saturday, with Sunday access available with prior approval from the County.
- The Contractor shall be responsible for security on the equipment they brought to the site.
- Photos representing site conditions were passed around (a copy of each of these two photos is attached to this addendum).
- It was noted that the cell had been graded to facilitate the closure project and that the current fill was 70% ash.

That statement concluded the technical presentation. Questions from vendors, and responses thereto, are included in the "**Vendor Questions and Associated Responses**" section of this addendum.

Revisions Initiated by the Engineer of Record

This addendum section consists of explanatory narratives with associated changes to the Project Manual and Project Drawings as noted below. A set of replacement sheets for certain pages of the originally provided project drawings (as referenced below) are attached and made a part of this addendum.

1. ITB: Section 2 (C)
Delete the first paragraph in subsection 2 (C) of Page 11 of ITB, in its entirety, and replace with the following that clarify construction completion frame (pen and ink change).

CONTRACTOR shall substantially complete the Astatula Class I Landfill Phase II Closure Work, and all appurtenances associated thereto within 90 calendar days from Notice to Proceed, and completed and ready for final payment within 120 calendar days from Notice to Proceed.

2. ITB: Price Entry Section
Delete first paragraph of Page 16 in its entirety and replace with the following that clarify units for Option Item B (pen and ink change).

Option Item B: provide unit price per cubic yard to furnish and install vertical seep drainage: $ _____ per cubic yard.

3. Section 2220 - EARTHWORK

Delete 2.02 (D) on page 02220-5, in its entirety, and replace it with the following that identifies the internal friction angle requirements for structural fill material.

D. Triaxial shear (Consolidated Undrained) - ASTM D 4767 shall demonstrate that the proposed structural fill for tack on drainage berms and final cover access road have a minimum effective angle of internal friction (i.e. phi) of 36 degrees. Traixial shear shall be performed @ 95% of maximum dry density based on Standard Proctor – ASTM D698 @ confining stresses of 1 ksf, 2 ksf, 4 ksf, and 8 ksf.

4. 3.05 (B) on page 02220-12

Delete 3.05 (B) on page 02220-12, it its entirety, and replace it with the following that revises the lift thickness for structural fill.

B. Structural fill shall be placed in lifts that results in a compacted lift thickness not more than 6 in. unless otherwise specified. Compaction shall be performed using low-ground pressure equipment meeting the ground pressure requirements of Part 3.13 of this Section, unless other compaction equipment is approved by ENGINEER.

5. CQA Plan

Delete Section 10.2.2 Paragraph 2 in Page 68 in its entirety, and replace it with the following that identifies the internal friction angle requirements for structural fill material.

The structural fill will be placed and compacted in lifts to the lines and grades shown on the Construction Drawings. The compacted thickness of each lift will be 6 in. (150 mm). Each lift will be compacted to at least 95 percent of the standard Proctor maximum dry density. The structural fill material with 2 (H): 1(V) side slope shall have a minimum internal friction angle of 36 degrees.

6. Bid Drawings

6.1 The following bid drawings are reissued as part of this Addendum to update existing conditions survey and its references.

GENERAL

00G-01	GENERAL NOTES

CLOSURE PLAN MODIFICATION (BASE BID)

00C-01	AERIAL SITE PLAN (2008 AERIAL)
00C-02	EXISTING CONDITIONS
00C-03	SUBGRADE GRADING PLAN
00C-04.1	FINAL GRADING PLAN (BASE BID ALTERNATE ITEM #1)
00C-04.2	FINAL GRADING PLAN (BASE BID ALTERNATE ITEM #2)
00C-05	LFG VENTS
01C-01	SECTIONS
03C-01	EROSION AND SEDIMENT CONTROL PLAN - BASE BID

CLOSURE PLAN MODIFICATION (OPTIONAL BID)

04C-01	TOP DECK ACCESS ROAD (OPTIONAL BID ITEM 1)
04C-02	SECTIONS (OPTIONAL BID ITEM 1)
04C-03	CLOSURE DETAILS (OPTIONAL BID ITEM 2)
04C-04	EROSION AND SEDIMENTATION CONTROL (OPTIONAL BID ITEM 1)

6.2 Sheet 02C-03, Detail 1
Delete Note 5 in its entirety.

6.3 Sheet 02C-05, Downdrain Discharge Structure Section A
Replace "16 oz/sy non-woven geotextile" underneath the fabric formed concrete with "Filter Fabric".

Vendor Questions and Associated Responses:

Question 1: Reference Dwg. 00C-04.2, Legend for Limits of Bottom Liner. These limits as depicted on this drawing actually appear to be located at the top of slope for the bottom liner, not at the anchor trench. This limit would be very close to the point at which the closure liner is extrusion welded to the bottom liner. Are we interpreting this correctly? Please clarify.
Answer 1: Correct, the bottom liner limit represents the top inside edge. This line represents the weld for the final cover geomembrane tie-in locations and not the extent of the bottom liner anchor trench.

Question 2: It is common on cap projects that cross seams are allowed for geomembrane as the most of the lined area is on slope. Is it allowable to have 45 degree cross seams for the geomembrane that are staggered across the slope?
Answer 2: It is our understanding that the Bidder is commenting on Section 02701 Part 3.03.C.1. The Contractor shall minimize the length of end seams as specified. However, the liner installer may have end seams on the cross slopes that are staggered to minimize wastage. The end seams shall be a minimum 10 feet the adjacent panel's end seam. Seams cut at 45 degrees (angled cut) are only allowed in the corners. The Contractor will still need to submit a panel layout for review by the Engineer in accordance with 02701 Part 1.04 I.1.

Question 3: As above, can cross seams be allowed for the geotextile if they are cut at 45 degrees and staggered across the slope?
Answer 3: Yes, cross seams are allowed. The cross seams shall be staggered at least 10 feet from the adjacent panel's end seam. 45 degree cuts are only allowed at the corners.

Question 4: Is it allowable to use 40mil LLDPE Textured Geomembrane for the Tack-on Drainage berm flaps if the 50mil Super Gripnet Geomembrane option is used?
Answer 4: Yes, this is allowed. It is noted that the qualification and testing documentation contained in Section 2701 will be required for the drainage flap material.

Question 5: Section 02701, Item 1.04.A and B. Bid Submittals: The requirements listed under these items are usually required to be submitted by the successful Liner Installer Subcontractor after award of the contract. Is it possible to relax some of these requirements, particularly seam samples?
Answer 5: The seam sample requirement (02701 Part 1.04B.3.d) is deleted. All of the other Bid submittal requirements shall remain.

Question 6: After reviewing the drawings, we would like to request that CAD files be provided to help assist in an accurate takeoff. The grading plans provided are hard to see the existing vs. design lines because they are layered on top of each other. It would be beneficial to have the CAD drawings.
Answer 6: CAD files are not currently available.

Question 7: Can additional detail be provided regarding requirement for substantial completion and final completion?
Answer 7: Please note that response is provided within item 1 in the "**Revisions Initiated by the Engineer of Record**" section of this addendum

Question 8: A question was raised about the limits and purpose for the low permeable soil fill on the East side of the landfill at the Phase IIC anchor trench.
Answer 8: The Phase IIC Landfill – East Anchor Trench Final Cover Liner Connection (reference Sections 4/00C-04.1 & 4/00C-04.2) shall require a low permeable soil fill to ensure an effective seal to entomb the waste and prevent the potential of seeps and gas migration. The horizontal limits of this low permeable soil fill are shown on plan sheets 00C-04.1 & 00C-04.2.

Question 9: A question was raised about the size and specification requirements for the Fabric Formed Concrete erosion control material.
Answer 9: Addressed in the revisions noted under 6.2 and 6.3 in the "**Revisions Initiated by the Engineer of Record**" section of this addendum.

Firm Name: ERC Date: 9-25-2018

Signature: [signature] Title: President

Typed/Printed Name: Jason L. Brown

LAKE COUNTY
FLORIDA

OFFICE OF PROCUREMENT SERVICES
315 WEST MAIN STREET, SUITE 416
PO BOX 7800
TAVARES FL 32778-7800

PHONE: (352) 343-9839
FAX: 352) 343-9473

www.lakegovernment.com

ADDENDUM NO. 2

Date: April 19, 2012

Invitation to Bid (ITB) No. 12-0215

CLOSURE OF COUNTY LANDFILL CELL

It is the vendor's responsibility to ensure their receipt of all addenda, and to clearly acknowledge all addenda within their initial bid or proposal response. Acknowledgement may be confirmed either by inclusion of a signed copy of this addendum with the initial bid or proposal response, or by completion and return of the addendum acknowledgement section of the solicitation. Failure to acknowledge each addendum may prevent the bid or proposal from being considered for award.

This addendum ___ does _X_ does not change the date for receipt of bids or proposals.

The purpose of this addendum is to provide confirming information to all potential responding vendors in association with a group of questions submitted after issuance of addendum 1. The information addressed by the questions and responses are primarily technical in nature. Accordingly, responses have been provided by the engineer of record working in conjunction with County personnel. A list of the questions received, and responses thereto, are attached to this addendum 2.

Firm Name: _____ Date: _____

Signature: _____ Title: _____

Typed/Printed Name: _____

ADDENDUM NO. 2

To: Prospective Bidders

From: HDR Engineering Inc. on behalf of
Lake County Public Works, Solid Waste Division

Subject: Astatula Class I Landfill, Phase II Closure
ITB# 12-0215

Date: April 19, 2012

This addendum is hereby made part of the Project Manual that is the basis of the Contract (i.e., ITB# 12-0215) between OWNER and CONTRACTOR. This addendum is issued to clarify, modify and/or correct the original Project Manual and Construction Drawings dated March, 2012. Prospective bidders are required to acknowledge receipt of this addendum by completing the appropriate spaces on page 15 of the Invitation to Bid (ITB). OWNER may disqualify Bidder for failure to acknowledge receipt of this addendum.

This addendum consists of explanatory narratives with associated changes to the Project Manual.

1. Section *01010, General Requirements*, 3.04 states that water is available from a hydrant onsite. Is there another available onsite source for water? Also, rates for meter/water are not listed. Can those rates be provided if we are using a hydrant?

   Rates can be received from the City of Tavares Water Department (352) 742-6222. Attached is the information received from City of Tavares for Bidder use. At this time we do not have information on connection size. Bidders are recommended to review the connection information at site before submitting the bids. Electricity has to be arranged through Sumter Electric Co-op.

2. Section *01010, General Requirements*, 3.05 normal work hours are 6 AM to 5 PM Monday through Saturday. Will we be responsible for any Owner/CQA/Engineer overtime fees?

   The Contractor shall not be responsible for overtime fees for any Owner/CQA/Engineer. However, important construction activities that require testing and/or supervision by CQA consultant shall not be performed outside the normal working hours as defined in Section 01010, General Requirements, 3.05.

3. Section *01550, Temporary Facilities and Temporary Controls*, has us providing two office trailers; one for the CQA and one for Contractor. Will two office trailers be necessary for the project?

1

Yes, a field office and facilities for CQA consultant is required per the specifications. Field office for Contractor may be eliminated if Contractor wishes that an office is not required.

4. Section *02130, Landfill Gas Collection Vents*, states that we are to dispose of excavated waste at the working face and the Owner will not charge tipping fees. Will we be required to run the excavated waste over the facility's weight scale prior to dumping at the working area of the landfill?

   Yes.

5. Section *02290, Erosion and Sediment Control*, 3.02 Installation (of Erosion Control Mat) requires us to anchor the sides of the mat as well as pinning. Will it be necessary to do both?

   Yes.

6. Drawing 03C-02, detail 4 shows silt fence with steel posts and wire mesh. Can standard 3' silt fence with wooden posts be used?

   FDOT Type III silt fence is acceptable in lieu of specified silt fence in the Drawing 03C-02, detail 4.

7. Section *02485, Sodding*, 3.02C, appears to stipulate that all sod on the side slopes be pegged. Is this correct?

   Correct.

8. Section *02485 Sodding*, stipulates that the sod shall be watered daily (or as required) for 45 days. It also stipulates mowing. What will be the maintenance period for sod?

   The question seems not clear. As written in the specifications, Contractor should maintain sod at least 45 days after substantial acceptance of the project. If no repairs or resodding is required and meet the final acceptance conditions, no further maintenance is required by the Contractor.

9. Section *02701, LLDPE Geomembrane Liner*, 1.07 states a 20 year warranty on material. Will this be pro-rated?

   This is clearly explained in the specifications.

10. Section *02701, LLDPE Geomembrane Liner*, 2.04 Responsibility for Sampling and Testing, states that the Contractor is responsible for tests indicated in tables 2701-1 and 2701-2. 2701-2 looks like field QC tests but 2701-1 looks like MQC.

Will the manufacturers testing be sufficient or will we need to take samples and test in addition to the MQC testing?

Manufacturer's testing is sufficient. CQA consultant will perform conformance testing as mentioned in Section 02701, LLDPE Geomembrane Liner, 2.04 B.

11. Section *02930, Geocomposite*, 1.03B1 states that we are to provide independent lab results for the materials property tables. Is this necessary?

    Yes

12. Section *02930, Geocomposite*, 2.01 stipulates GSE Fabrinet HF or Engineer-approved equal. Will we be required to prequalify alternate materials prior to bid?

    Proposed geocomposite manufacturer's experience is required with the Bid. Bids can have more than one manufacturer with a proposed product that meets the specified values.

13. Section *02930, Geocomposite*, 2.04 Interface Friction Tests states that the CQA will perform the tests. Section *02701, LLDPE Geomembrane Liner*,2.04A, states that the Contractor will be responsible. Which is correct?

    Interface friction angle testing requirement in 02701, LLDPE Geomembrane Liner, 2.04A shall be deleted.

14. Section *02930, Geocomposite*, 2.04 states the desired results of the interface friction tests. It also stipulates that, should the test fail, any retesting would be at the expense of the Contractor. Please state what testing has been done during the design phase of the project and what soils were used during that design testing.

    No testing has been done during the design stage. Note that all soil material shall come from Contractor's offsite source.

15. Section *02930, Geocomposite*, 3.07 Installation, paragraph F - Corners, requires an extra roll over staggered overlaps in rolls. Would this apply only on the long slopes in the southeast and southwest corners or should it apply to the shorter corners on the north side also?

    Required for all corners.

16. Will the EC matting on drawing 03C-01 be installed on top of the sod? If so, are we to anchor along the sides (as shown on the drawings) down into the sod and then butt the next sod panel up against the matting on the upslope and downslope sides?

Erosion Control matting shall be installed before placement of the sod. See attached manufacturer recommendations.

17. Section *15079 Pipe – Corrugated Polyethylene*, Part 2.1B calls for this pipe to be perforated. It appears that all the downcomer pipes are solid. Should this pipe be perforated or solid?

    The pipe shall not be perforated. Delete the last sentence in Section 15079 Pipe – Corrugated Polyethylene, Part 2.1B.

18. Please provide a standard detail for the work included under for Bid Item No. 17 *Furnish and Install Vertical Seep Drain* as shown on the *Schedule of Values*.

    Refer to Section 2220-Earthwork, Part 3.09D that describe seep drain construction requirements.

19. Will granite be acceptable for use in the LFG gas vents?

    Acceptable as long as granite meets Section 02500-Aggregate.

20. Section *02130 Landfill Gas Collection Vents*, Part 2.2B calls out slotted well screening. However, Details 1 on Sheet 02C-04 details perforated well screening. Will the well screening be perforated or slotted? If slotted, please provide a slot detail.

    Well screening shall be perforated. Delete Section 02130 Landfill Gas Collection Vents, Part 2.2B.

Encl:

City of Tavares Utility Rates

Recommendations from North American Green

End of Addendum 2

4

201 E. Main St.
P.O. Box 1068
Tavares, FL 32778
352-742-6400
352-253-4590

TAVARES
America's Seaplane City™

Fax

To:	Gary Debo	**From:**	Lisa
Fax:	352-253-1690	**Pages:**	4
Phone:		**Date:**	3-9-12
Re:	Meter Fees	**cc:**	

☐ **Urgent** ☐ **For Review** ☐ **Please Comment** ☐ **Please Reply** ☐ **Please Recycle**

• **Comments:** Please do not hesitate to contact the Utility Billing Department at (352) 742-6400, if you have any questions or require additional assistance.

City of Tavares
10-1-2009 UTILITY RATE CHANGES

1. Each year the water and wastewater **rates will increase** by the greater of a) 1. % or b) 1% plus the CPI as of March 31 of that year. 10-1-09 rates per ordinance 2009-22.
2. **Inspection fee $10.00** –This fee would be charged after we have done our due diligence (re-read the meter, checked for leak etc.) and the customer continues to want a city employee to go out again, for the same issue, a $10.00 fee will be charged.
3. **Unauthorized connection penalty $1000** – This fee will be charged when:
   a. A city line is tapped into without a meter
   b. Using City water & or sewer without properly opening a utility account.
   c. Any other illegal act regarding the city's distribution system.
4. **Connection Charge**

Irrigation meter (3/4 inch)	$	270.00
¾ inch meter		270.00
1-inch meter		414.00
1/1/2 – inch meter		623.00
2-inch meter		895.00

Above 2" meter actual cost of meter plus installation and administrative fees. Generally these fees come through P&Z.

5. **Cross Connection Charge**

¾ inch dual check valve	$	40.00
1-inch dual check valve		50.00

6. **Deposits**

Residential (first meter)	$	175.00
2nd meter Irrigation	$	100.00
2nd or 3rd meter reuse	$	100.00

Each additional meter requires and additional $100 deposit.

Commercial - Greater of three months typical bill or **$150.00**

2nd meter Irrigation or LOS	$	150.00
2nd or 3rd meter reuse or LOS	$	150.00

CITY OF TAVARES

WATER RATES

(Beginning 10-1-2008, rates increase at an amount equal to the CPI index plus 1% each year on October 1st).

SINGLE FAMILY:

		INSIDE CITY								OUTSIDE CITY								
		9/1/04	10/1/05	10/1/06	10/1/07	10/1/08	10/1/09	10/1/10	10/1/11	9/1/04	10/1/05	10/1/06	10/1/07	10/1/08	10/1/09	10/1/10	10/1/11	
FIX Base Charge (1st 5k Gal's)		10.03	10.29	11.53	12.26	12.79	13.21	13.69	14.13	14.65	15.08	12.68	14.43	15.49	15.86	16.51	17.19	17.36	17.91
PLUS	Charge/1k's per 1, 000 Gallons																		
BLOCK 1	5-2,000	0.74	0.82	0.85	0.90	0.96	0.99	1.03	1.06	1.10	0.92	1.00	1.07	1.10	1.19	1.24	1.28	1.32	1.37
BLOCK 2	3,000-7,000	1.03	1.17	1.26	1.29	1.38	1.41	1.49	1.55	1.61	1.30	1.46	1.57	1.65	1.73	1.80	1.87	1.93	2.00
BLOCK 3	7,005-14,000	1.28	1.31	2.05	2.09	2.16	2.23	2.44	2.72	2.81	2.29	2.38	2.48	2.58	2.83	2.85	2.94	3.05	3.15
BLOCK 4	14,000	2.49	2.67	2.74	2.83	3.08	3.18	3.27	3.37	3.59	3.06	3.21	3.43	3.58	3.73	3.93	4.03	4.21	4.37

NON-SINGLE FAMILY & IRRIGATION:

	Monthly Base Charge									MONTHLY BASE CHARGE								
METER SIZE	9/1/04	10/1/04	10/1/05	10/1/06	10/1/07	10/1/08	10/1/09	10/1/10	10/1/11		9/1/04	10/1/04	10/1/05	10/1/06	10/1/07	10/1/08	10/1/09	10/1/10	10/1/2011
3/4"	10.04	10.29	11.53	12.26	13.21	13.69	14.13	14.65	15.08	3/4"	12.68	12.68	14.43	15.49	15.86	16.51	17.19	17.36	17.91
1.0"	25.09	25.83	28.85	31.80	34.29	34.92	36.00	36.65	36.64	1.0"	31.70	31.72	36.10	38.62	39.65	41.27	42.75	43.13	45.79
1.5"	50.18	51.65	57.75	61.60	62.01	68.85	72.00	73.27	73.27	1.5"	63.30	63.43	72.15	77.25	79.29	82.54	85.50	86.26	91.59
2.0"	80.44	82.82	92.43	98.63	104.01	110.37	115.68	117.25	117.25	2.0"	101.28	101.50	115.50	123.60	127.01	132.09	136.80	138.01	146.54
3.0"	156.20	160.85	179.25	191.40	198.14	209.20	221.92	219.81	219.81	3.0"	197.90	200.34	216.95	231.75	238.25	247.67	256.50	258.01	274.77
4.0"	252.40	259.75	289.80	309.23	320.23	342.00	358.39	366.36	366.36	4.0"	315.00	317.50	359.25	386.25	385.01	413.79	432.50	430.04	457.95
6.0"	504.80	519.50	577.50	618.99	635.00	685.40	716.00	732.72	732.72	6.0"	630.00	634.37	726.57	772.50	799.22	826.97	865.00	860.21	915.89
8.0"	806.40	829.60	924.00	989.99	1,017.60	1,096.73	1,146.40	1,172.34	1,172.34	8.0"	1,008.00	1,015.00	1,162.50	1,236.00	1,279.51	1,322.92	1,384.00	1,376.33	1,465.43
10.0"	1,159.20	1,193.05	1,329.23	1,423.48	1,463.07	1,576.03	1,647.23	1,685.24	1,685.24	10.0"	1,449.00	1,459.24	1,671.25	1,777.25	1,837.79	1,901.62	1,989.00	1,979.29	2,106.56

	INSIDE CITY									OUTSIDE CITY								
	9/1/04	10/1/04	10/1/05	10/1/06	10/1/07	10/1/08	10/1/09	10/1/10	10/1/11	9/1/04	10/1/04	10/1/05	10/1/06	10/1/07	10/1/08	10/1/09	10/1/10	10/1/2011
PLUS																		
BLOCK 1	0.74	0.82	0.85	0.90	0.96	0.99	1.03	1.06	1.10	1.10	0.92	1.00	1.07	1.10	1.19	1.24	1.28	1.32	1.37
BLOCK 2	1.03	1.17	1.26	1.29	1.38	1.41	1.49	1.55	1.61	1.61	1.30	1.46	1.57	1.65	1.73	1.80	1.87	1.93	2.00
BLOCK 3	1.71	1.91	2.05	2.09	2.16	2.23	2.44	2.72	2.81	2.81	2.29	2.38	2.48	2.58	2.83	2.85	2.94	3.05	3.15
BLOCK 4	2.49	2.67	2.74	2.83	3.08	3.18	3.27	3.37	3.59	3.59	3.06	3.21	3.43	3.58	3.73	3.93	4.03	4.21	4.37

ARBRAJING 1.00%

CPI INCREASE 3.00%

4.00%

OVER 3.00% 3.70%

03/09/2012 09:45 3522534590 CITY OF TAVARES PAGE 03

CITY OF TAVARES

WASTEWATER RATES

Engineering 10-1-2008, rates increase at an amount equal to the CPI index plus 1% each year on October 1st

SINGLE FAMILY

		Inside City								Outside City							
		8/1/04	10/1/05	10/1/06	10/1/07	10/1/08	10/1/09	10/1/10	8/1/04	10/1/05	10/1/06	10/1/07	10/1/08	10/1/09	10/1/10	10/1/2011
	Monthly Base Charge	12.23	14.29	14.53	13.12	15.54	16.19	16.73	17.29	15.61	14.55	17.08	18.70	19.42	20.81	21.40
PHASE	Per 1,000 gallons (gallons CAP 14,000)	2.27	2.22	2.36	2.25	2.42	2.73	2.82	2.93	3.01	2.58	2.77	2.97	3.18	3.27	3.49	3.58

NON-SINGLE FAMILY (Multi-Family & Commercial) Inside City

Monthly Base Charge

Meter Size	8/1/2004	10/1/05	10/1/06	10/1/07	10/1/08	10/1/09	10/1/2010	10/1/2011
3/4"	12.23	14.29	14.53	13.12	15.54	16.19	16.73	17.29
1.0"	20.53	24.00	24.39	22.20	26.34	27.69	28.63	29.58
1.5"	61.25	71.59	72.75	66.21	78.63	82.00	84.77	87.59
2.0"	98.01	114.58	116.44	105.97	125.84	131.16	135.59	140.13
3.0"	184.36	215.50	219.00	199.29	236.67	246.70	254.99	263.49
4.0"	306.20	357.90	363.75	330.97	393.00	409.67	423.49	437.59
6.0"	612.29	715.69	727.39	661.83	785.89	819.23	846.87	875.07
8.0"	980.46	1,146.00	1,164.62	1,059.60	1,258.42	1,311.57	1,355.80	1,400.92
10.0"	1,411.75	1,649.99	1,676.84	1,525.87	1,812.12	1,888.25	1,952.37	2,017.45

	8/1/2004	10/1/05	10/1/06	10/1/07	10/1/08	10/1/09	10/1/2010	10/1/2011
Usage Rate Per 1,000 gallons	2.27	2.22	2.36	2.25	2.42	2.73	2.82	2.93

NON-SINGLE FAMILY (Multi-Family & Commercial) Outside City

Monthly Base Charge

Meter Size	8/1/2004	10/1/05	10/1/06	10/1/07	10/1/08	10/1/09	10/1/2010	10/1/2011
3/4"	15.61	17.08	18.70	19.42	20.81	21.40	22.06	22.72
1.0"	39.03	44.16	47.29	48.85	50.50	52.06	53.61	55.22
1.5"	77.05	87.34	94.19	97.11	100.95	104.06	107.01	110.21
2.0"	123.28	139.90	150.85	155.37	161.29	166.29	171.28	176.42
3.0"	231.18	262.50	283.56	291.32	302.98	312.63	321.81	331.46
4.0"	385.31	437.36	472.59	485.56	504.96	520.81	536.03	552.11
6.0"	774.12	878.88	953.12	971.68	1,009.50	1,040.53	1,070.93	1,103.06
8.0"	1,235.09	1,403.00	1,514.00	1,555.73	1,616.58	1,666.13	1,715.21	1,766.67
10.0"	1,772.40	1,897.20	2,031.19	2,123.38	2,203.65	2,332.65	2,404.20	2,476.33

	Usage Rate Per 1,000 gallons							
Meter Size	8/1/2004	10/1/05	10/1/06	10/1/07	10/1/08	10/1/09	10/1/2010	10/1/2011
3/4"	2.27	2.22	2.36	2.25	2.42	2.73	2.82	2.93
1.0"	2.27	2.22	2.36	2.25	2.42	2.73	2.82	2.93
1.5"	2.27	2.22	2.36	2.25	2.42	2.73	2.82	2.93
2.0"	2.27	2.22	2.36	2.25	2.42	2.73	2.82	2.93
3.0"	2.27	2.22	2.36	2.25	2.42	2.73	2.82	2.93
4.0"	2.27	2.22	2.36	2.25	2.42	2.73	2.82	2.93
6.0"	2.27	2.22	2.36	2.25	2.42	2.73	2.82	2.93
8.0"	2.27	2.22	2.36	2.25	2.42	2.73	2.82	2.93
10.0"	2.27	2.22	2.36	2.25	2.42	2.73	2.82	2.93

NON-SINGLE FAMILY (Multi-Family & Commercial) Outside City

Monthly Base Charge

Meter Size	8/1/2004	10/1/05	10/1/06	10/1/07	10/1/08	10/1/09	10/1/2010	10/1/2011
3/4"	15.61	17.08	18.70	19.42	20.81	21.40	22.06	22.72
1.0"	39.03	44.16	47.29	48.85	50.50	52.06	53.61	55.22
1.5"	77.05	87.34	94.19	97.11	100.95	104.06	107.01	110.21
2.0"	123.28	139.90	150.85	155.37	161.29	166.29	171.28	176.42
3.0"	231.18	262.50	283.56	291.32	302.98	312.63	321.81	331.46
4.0"	385.31	437.36	472.59	485.56	504.96	520.81	536.03	552.11
6.0"	774.12	878.88	953.12	971.68	1,009.50	1,040.53	1,070.93	1,103.06
8.0"	1,235.09	1,403.00	1,514.00	1,555.73	1,616.58	1,666.13	1,715.21	1,766.67
10.0"	1,772.40	1,897.20	2,031.19	2,123.38	2,203.65	2,332.65	2,404.20	2,476.33

Usage Rate Per 1,000 gallons

Meter Size	8/1/2004	10/1/05	10/1/06	10/1/07	10/1/08	10/1/09	10/1/2010	10/1/2011
3/4"	2.27	2.22	2.36	2.25	2.42	2.73	2.82	2.93
1.0"	2.27	2.22	2.36	2.25	2.42	2.73	2.82	2.93
1.5"	2.27	2.22	2.36	2.25	2.42	2.73	2.82	2.93
2.0"	2.27	2.22	2.36	2.25	2.42	2.73	2.82	2.93
3.0"	2.27	2.22	2.36	2.25	2.42	2.73	2.82	2.93
4.0"	2.27	2.22	2.36	2.25	2.42	2.73	2.82	2.93
6.0"	2.27	2.22	2.36	2.25	2.42	2.73	2.82	2.93
8.0"	2.27	2.22	2.36	2.25	2.42	2.73	2.82	2.93
10.0"	2.27	2.22	2.36	2.25	2.42	2.73	2.82	2.93

ANNUAL INCREASE FOR 2010 1.61%

CPI IN MARCH 2010 2.3%

TOTAL INCREASE 3.92%

CPI IN MARCH 2011 2.7% + 1% per unit 3.70%

NORTH AMERICAN GREEN

March 16, 2012

To Whom It May Concern:

In regards to vegetating with North American Green's turf reinforcement mats, our general recommendation is to seed directly onto the prepared soil bed, and then roll the turf reinforcement mat (TRM) on top of the seed bed and staple into place according to the proper installation guide. Seeding before installing the TRM will allow for good seed to soil contact. The TRM also protects both the soil and the seed from any erosive forces that may be generated before vegetation is established.

Sod can also be used with North American Green's TRMs in many applications by placed the sod on top of the installed TRM. It is recommended to also stake the sod especially in areas of high water flows. It is recommended that this installation be followed with an irrigation regime to assure the sod establishment.

For both vegetation methods, choosing the right vegetation type and correct fertilizer applications (per soil test results) will enhance and quicken the vegetation performance. We recommend contacting a local seed distributor for help with vegetation selection.

For additional information about North American Green's products, or questions regarding their use, please feel free to contact us. Our toll free number is 800-772-2040.

Sincerely,

Jill Pack
Technical Representative
North American Green

14649 Hwy 41 North • Evansville, IN 47725 • 800-772-2040 • 812-867-6632 • Fax: 812-867-0247
www.nagreen.com • www.vmax3.com

CHAPTER 2
GENERAL CONTRACTOR'S REQUIRED SERVICES

ARTICLE 1
GENERAL PROJECT SERVICES

1.1 **Essential Services.** The General Contractor agrees to provide all services required to professionally complete its Scope of Services in an expeditious and economical manner consistent with this Contract For Construction and the best interests of the Owner.

1.2 **Compliance With Contractual Requirements.** At all times the General Contractor is performing services, it shall comply with the requirements set forth in Chapter 1, Chapter 2 and Chapter 3 of this Contract For Construction.

1.3 **Cooperative Effort.** The General Contractor shall, in consultation with the Owner, Professional(s), and the subcontractors, endeavor to develop, implement and maintain a spirit of cooperation, collegiality, and open communication among the parties so that the goals and objectives of each are clearly understood, potential problems are resolved promptly, and, upon completion, the Project is deemed a success by all parties.

1.4 **Relationship To Professional.** The Owner's designated Professional will represent the Owner in dealing with the General Contractor on all design and technical matters, and will administer this Contract For Construction. Unless otherwise directed by the Owner, the Owner and the General Contractor shall communicate with each other in the first instance through the designated Professional. The Owner's instructions to the General Contractor will be issued through the designated Professional.

1.5 **Additional Or Modified Required Services.** Additional or modified required services, if any, included in General Project Services are listed in Appendix 1 and incorporated herein by reference.

ARTICLE 2
PRE-CONSTRUCTION SERVICES

2.1 **Construction Documents Review.**

2.1.1 Prior to submittal of its bid, the General Contractor shall have reviewed the Construction Documents for clarity, adequacy of detail, consistency, accuracy and completeness to identify:

(i) conflicts, omissions or overlaps, and unusual design details affecting construction cost and schedules;

(ii) notify the Owner and the Professional in writing of any variances between the Construction Documents and applicable laws, statutes, building codes, rules and regulations of which it is aware; and

(iii) factors with the potential to impact the Construction Schedule such as materials with long lead time, the unavailability of required labor, and other factors and make suggestions for acceptable alternatives.

2.1.2 Upon completion of its review of the Construction Documents, the General Contractor shall:

(i) notify the Owner and/or Professional in writing of all problems, conflicts, defects, omissions, overlaps or deficiencies of which it became aware and request written clarification; and

(ii) assist the Professional with the resolution of the identified problems, conflicts, defects, omissions, overlaps and deficiencies.

2.2 **Scheduling.** The General Contractor understands and acknowledges the Owner's intent that the Project will be complete by the Date of Substantial Completion. The General Contractor shall timely prepare and submit the CPM Schedule from the date of Notice to Proceed through the Final Completion date for the Owner's review and approval. This schedule is to be updated monthly, unless the Owner otherwise exempts the General Contractor from this provision, and attached to the pay application. Failure to submit or update the schedule to reflect current field conditions shall result in non-payment or delay of payment until the CPM is received

ARTICLE 3
CONSTRUCTION SERVICES

3.1 **Construction Supervision.**

3.1.1 The General Contractor shall supervise and direct its scope of the Work. The General Contractor shall, at a minimum:

(i) provide an on-site job superintendent, if required by the Owner, who shall speak, read and write English, and who shall supervise all trades and direct all construction activities, establish and maintain construction schedules and submit to the Owner daily progress reports. The superintendent shall not be a hands-on tradesman. The Owner shall retain the authority to remove the superintendent with cause with ten (10) calendar days written notice. The superintendent shall stay on the job through 100% of construction and final punch-list items. The superintendent shall additionally be responsible to coordinate the safety program at the job site. Any person employed by the General Contractor or a subcontractor who is found to be conducting themselves in a detrimental manner shall be removed from the job site immediately upon notification to the superintendent.

(ii) coordinate trade contractors and suppliers, and supervise all construction services.

(iii) be familiar with all trade divisions and trade contractors' scopes of Work, all applicable building codes, the Construction Documents, and this Contract For Construction.

(iv) check and approve shop drawings and materials delivered to the site, regularly inspect the Work to determine its compliance with the Construction Documents and this Contract For Construction, periodically

confer with the appropriate Owner's consultant(s) to assure acceptable levels of quality; and

(v) prepare and maintain Project records, process documents, and staff the site field office.

3.1.2 The General Contractor shall insure that the Work is (a) in compliance with the Construction Documents; and (b) complies with any applicable law, statute, building code, permit conditions, rule or regulation of any public authority or agency having jurisdiction over the Project.

3.1.3 The General Contractor shall comply with and cause its subcontractors and suppliers to comply with the Project Construction Schedule and applicable sub-schedules. The General Contractor shall obtain and review schedules from subcontractors and suppliers, coordinate sub-schedules with the Construction Schedule, and enforce compliance with all applicable schedules to insure timely completion of the Work. If at any time a Project is delayed, the General Contractor shall notify the Owner in accordance with other applicable provisions of this Contract for Construction of the probable cause(s) and possible alternatives, and make recommendations to minimize expense to the Owner.

3.1.4 The Professional, if agreed to between the Professional and the Owner, will visit the Project Site at intervals appropriate to the stage of construction and with sufficient frequency to familiarize itself with the progress and quality of the Work and to inspect the Work. The Professional's interpretations and decisions shall be final regarding the Construction Documents and the Work.

3.2 **General Contractor's On-Site Facilities.** Commencing on the Date of Commencement and terminating on the Date of Final Completion, the General Contractor shall provide:

3.2.1 The General Contractor X shall / □ shall not provide an office trailer at the site for the duration of the Contract. The General Contractor shall additionally provide a separate office trailer with required appurtenances at the site for the duration of the Contract for the Construction Quality Assurance Inspection team.

3.2.2 The General Contractor shall maintain in the Site field office, on a current basis, all necessary Construction Documents, schedules, shop drawings, product data, samples, purchase orders, maintenance manuals and instructions, daily logs, correspondence, memoranda, and all other Project-related documents.

3.2.3 The General Contractor shall provide temporary toilets at the Site for all workers for the duration of the construction period.

3.2.4 The General Contractor shall be responsible for providing a temporary account for water supply for the duration of this contract. Upon completion of the work, the General Contractor shall remove the temporary facilities.

3.2.5 The General Contractor shall provide electrical service for the duration of this contract, and shall provide temporary wiring and shall be responsible for removing such temporary facilities at the completion of the work.

3.2.6 The General Contractor shall make all necessary arrangements and pay the costs associated with the installation and operation of telephone service for the General Contractor's use.

3.3 **Additional Or Modified Required Services.** Additional or modified required services, if any, included in Construction services are listed in Appendix 1 and incorporated herein by reference.

ARTICLE 4
EXTRA SERVICES

4.1 **Initiation Of Extra Services.** The General Contractor shall provide such Extra Services as are initiated and authorized in writing by the Owner prior to performance.

4.2 **Definition Of Extra Services.** Extra services include, but are not limited to:

(i) services performed after the Date of Final Completion, not contemplated by the original Scope of Services.

(ii) services for preparation for and attendance at deposition, discovery or court or other dispute resolution proceedings on behalf of the Owner, except when such proceedings involve issues of fault, neglect or alleged liability of the General Contractor, or its agents, employees, or consultants.

(iii) other services not included in Required Services mutually agreed to by the Owner and the General Contractor in writing.

4.3 Payment of the General Contractor for Extra Services shall be in accordance with the approved Change Order issued in accordance with the Owner's Purchasing Policies and Procedures.

APPENDIX 1
ADDITIONAL OR MODIFIED REQUIRED SERVICES

[Insert and identify with specificity all Additional Required Services, or state "None"]

GENERAL PROJECT SERVICES [¶ 1.5]

PRE-CONSTRUCTION SERVICES [¶ 2.3]

CONSTRUCTION SERVICES [¶ 3.3]

CHAPTER 3
GENERAL TERMS AND CONDITIONS

ARTICLE 1
CONTRACT DOCUMENTS

1.1 **Additional Sets Of Documents.** Any additional copies of the Construction Documents required by the General Contractor for execution of the Work shall be obtained by the General Contractor at its cost and expense from the reprographic company having the original documents.

1.2 **Return Of Documents To Owner.** The General Contractor shall return to the Owner all copies of the Construction Documents upon Final Completion of the Work or termination of this Contract For Construction.

1.3 **Electronic Media.** Unless otherwise specified in this Contract For Construction, the General Contractor may request that the Construction Documents required by the General Contractor for the Work be furnished to it on electronic media, if such is available to the Owner. To the extent that such documents are available on electronic media, the General Contractor will be furnished one set of the requested information on electronic media. Any additional electronic copies of Construction Documents required by the General Contractor for execution of the Work shall be made by the General Contractor at the General Contractor's cost and expense.

1.4 **Minimum Requirements.** In every case, requirements established by the Construction Documents shall be considered as the minimum which will be accepted.

1.5 **Owner Disclaimer Of Warranty.** The Owner has requested that its Professional(s) prepare documents for the Project, including the plans and specifications for the Project, which are to be complete, accurate, coordinated, and adequate for bidding, negotiating and constructing the Work. However, the Owner makes no representation or warranty of any nature whatsoever to the General Contractor concerning such documents. The General Contractor hereby acknowledges and represents that it has not relied, and does not and will not rely, upon any representations or warranties by the Owner concerning such documents, as no such representations or warranties have been or are hereby made.

1.6 **Conflicts In Documents.** In the event of any conflict, discrepancy, or inconsistency among any of the documents which make up this Contract For Construction, the following shall control:

1.6.1 As between figures given on plans and scaled measurements, the figures shall govern;

1.6.2 As between large-scale plans and small-scale plans, the large-scale plans shall govern;

1.6.3 As between plans and specifications, the requirements of the specifications shall govern;

1.6.4 Provided, however, that among the plans and specifications provided by the Owner, the more stringent requirement, as determined by the Owner, shall take precedence over less stringent requirements regardless of which document the more stringent requirement resides.

1.7 **Shop Drawings And Submittals.** Shop drawings and other submittals from the General Contractor or its subcontractors and suppliers shall constitute a part of this Contract For Construction.

1.8 **Contract Changes.** The General Contractor understands and agrees that this Contract For Construction cannot be changed except as provided herein. No act, omission or course of dealing by the parties shall alter the requirement that modifications of this Contract For Construction can be accomplished only by written documents signed by the parties. All Change Orders shall be executed in accordance with the Owner's Purchasing Policy and Procedures.

ARTICLE 2
GENERAL CONTRACTOR'S REVIEWS AND EVALUATIONS

2.1 **Sufficiency Of Construction Documents And Drawings.** The General Contractor acknowledges its continuing duty to review and evaluate the Construction Documents during the performance of its services and shall immediately notify the Owner and the Professional(s) about any (i) problems, conflicts, defects, deficiencies, inconsistencies or omissions it discovers in or between the Construction Documents; and (ii) variances it discovers between the Construction Documents and applicable laws, statutes, building codes, permit requirements, rules and regulations.

2.1.1 If the General Contractor performs any Work which it knows involves (i) a recognized problem, conflict, defect, deficiency, inconsistency or omission in the Construction Documents; or (ii) a variance between the Construction Documents and requirements of applicable laws, statutes, building codes, permit requirements, rules and regulations, without notifying the Professional(s) and prior to receiving written authorization from the appropriate Professional(s) to proceed, the General Contractor shall be responsible for the consequences of such performance.

2.1.2 Drawings are generally drawn to scale; however, the figured dimensions or notes thereon shall govern. Before ordering any materials or doing any Work, the General Contractor and subcontractors shall verify all measurements and required quantities at the Site and shall be responsible for the correctness of same. Discrepancies shall be reported in writing to the Professional prior to proceeding with the Work. No extra charge or compensation will be entertained due to differences between actual measurements and dimensions indicated on drawings.

2.1.3 If the General Contractor believes that additional time or cost is involved because of clarifications or instructions issued by the Professional as a result of the General Contractor's discovery of a conflict in the Construction Documents, the General Contractor shall follow the provisions of Article 9, Chapter 3. If the General Contractor fails to comply with subsection 2.1.1 or 2.1.2 above, the General Contractor shall pay such costs and damages to the Owner as would

have been avoided if the General Contractor had complied. The General Contractor shall not be liable to the Owner or Professional for damages resulting from errors, inconsistencies or omissions in the Construction Documents or for differences between field measurements or conditions and the Construction Documents unless the General Contractor recognized such error, inconsistency, omission or difference and knowingly failed to report it to the Professional.

2.2 **Sufficiency Of Site.** Prior to signing this Contract For Construction, the General Contractor has

(i) visited the Site and become familiar with local conditions under which the Project is to be constructed and operated; and

(ii) reviewed and familiarized itself with the Site survey and any existing structures on the Site, and reviewed all other information provided by Owner and necessary for a full understanding of the Work. Owner will, if available, provide all hazmat and subsurface reports and test results, and all as-builts for existing facilities, utilities and infrastructure.

In addition, if the Work involves modifications to or remodeling of an existing structure(s) or other man-made feature(s) on the Site, the General Contractor has also

(iii) reviewed all available as-built and record drawings, plans and specifications; and

(iv) thoroughly inspected the structure(s) and man-made feature(s) to be modified or remodeled prior to submission of bid, if any, but in all events prior to signing this Contract For Construction.

Claims resulting from the General Contractor's failure to familiarize itself as required in this Paragraph with the Site or pertinent documents shall be deemed waived.

ARTICLE 3
GENERAL CONTRACTOR'S DUTIES, OBLIGATIONS AND RESPONSIBILITIES

3.1 **Performance Of Work.** The General Contractor shall perform and complete its obligations under this Contract For Construction using its best skill and attention, and covenants with the Owner to furnish management, supervision, coordination, labor and services (i) which expeditiously, economically and properly completes the Work in the manner most consistent with the Owner's interests and objectives; (ii) which comply with the Construction Documents and this Contract For Construction; and (iii) in accordance with the highest standards currently practiced by persons and entities performing or providing management, supervision, coordination, labor and services on projects similar in size, complexity and cost to the Project.

3.1.1 The General Contractor shall not be required to provide design professional services which constitute the practice of architecture or engineering, with the exception of providing engineering for pre-engineered components including but not limited to roof trusses, floor joists, metal roof systems and fire sprinkler

systems. The General Contract shall also provide a certified as-built survey at project close-out.

3.1.2. All services rendered by the General Contractor for the Project shall be performed by or under the immediate supervision of persons possessing expertise in the discipline of the service being rendered, unless such services are specifically required by the Construction Documents for a portion of the Work or unless the General Contractor needs to provide such services in order to carry out the General Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. The General Contractor shall not be required to provide professional services in violation of applicable law. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of the General Contractor by the Construction Documents, the Owner and Professional shall specify all performance and design criteria that such services must satisfy. The General Contractor shall cause such services or certifications to be provided by a properly licensed design professional, whose signature and seal shall appear on the 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 the Professional. The Owner and the Professional shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals, provided the Owner and the Professional have specified to the General Contractor all performance and design criteria that such services must satisfy. The Professional shall review, approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Construction Documents. The General Contractor shall not be responsible for the adequacy of the performance or design criteria required by the Construction Documents.

3.1.3 The General Contractor shall, in the course of providing the Work, cooperate and communicate with the Owner and all other persons or entities as required for satisfactory completion of the Project.

3.1.4 The General Contractor understands and acknowledges that the Work referred to in this Contract For Construction may be only part of the Project and that the Project may include the construction of other structures or other construction activities on the same Site. The General Contractor shall conduct all its activities so as not to interfere with the construction of, or operations within or from, other structures on the Site.

3.1.5 The General Contractor shall not damage, endanger, compromise or destroy any part of the Project or the Site, including by way of example and not limitation, work being performed by others on the Site, monuments, stakes, benchmarks and other survey points, utility services, and existing features or structures on the Site. Should the General Contractor damage, compromise or destroy any part of the Project or the Site, the General Contractor shall be fully and exclusively responsible for and bear all costs associated therewith. In the event General Contractor does not repair or replace any damaged portion of the Project or the

Site, the Owner shall have the option to make such repairs or replacements and deduct the cost thereof from the balance of this Contract.

3.1.6 The General Contractor shall be responsible for the removal of all surplus material and debris occurring from the Work. Should the General Contractor fail to maintain a clean and safe site, including the buildings being constructed and/or renovated, the Owner shall retain the right to clean up and deduct the cost of such from the contract price.

3.2 **Compliance With Governmental Requirements.** The General Contractor shall:

(i) comply with all applicable laws, statutes, building codes, permit requirements, rules, regulations and lawful orders of all governmental, public and quasi-public authorities and agencies having jurisdiction over the Project;

(ii) obtain all necessary approvals and permits, including building permit(s), of all governmental authorities having jurisdiction over the Work; provided, however, that city water fees and any other permit or impact fee, government fee, or percolation testing for septic system, shall be included in the contract amount as an allowance; and

(iii) give all notices required of it by governmental authorities relating to the Project.

3.3 **Safety.** Safety shall be a prime concern of the General Contractor at all times. The General Contractor shall be responsible for and have control over the means, methods, techniques, sequences and procedures for coordinating and constructing the Work, including Site safety and safety precautions and programs. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences or procedures, the General Contractor shall evaluate the jobsite safety thereof and shall be fully and solely responsible for the jobsite safety of such means, methods, techniques, sequences or procedures. If the General Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the General Contractor shall give timely written notice to the Owner and the Professional and shall not proceed with that portion of the Work without further written instructions from the Professional. If the General Contractor is then instructed to proceed with the required means, methods, techniques, sequences or procedures without acceptance of changes proposed by the General Contractor, the Owner shall be solely responsible for any resulting loss or damage.

3.4 **Concurrent Records.** The General Contractor shall, concurrently with performance, maintain detailed records of activities on the Site.

3.5 **As-Built Drawings.** The General Contractor shall maintain at the Site one copy of all drawings, specifications, addenda, approved shop drawings, change orders, submittals, and other modifications in good order and accurately marked depicting all changes as they occur during construction. The as-built drawings shall be available at all times to the Owner, the Professional(s), the Owner's consultants, and quality control and testing agency personnel. The drawings shall be neatly and clearly marked in color during construction to record all variations made during construction, and the General Contractor shall include such supplementary notes and details necessary to clearly and accurately represent as-built construction; provided, however, that the as-built drawings

shall be kept electronically, and signed and sealed by the Professional, upon request of the Owner.

3.6 **Bribes And Kick-Backs.** The General Contractor shall not by any means:

(i) induce any person or entity employed in the construction of the Project to give up any part of the compensation to which that person or entity is entitled;

(ii) confer on any governmental, public or quasi-public official having any authority or influence over the Project, any payment, loan, subscription, advance, deposit of money, services or anything of value, present or promised;

(iii) offer nor accept any bribes or kick-backs in connection with the Project from or to any individual or entity, including any of its trade contractors, subcontractors, consultants, suppliers or manufacturers of Project goods and materials; or

(iv) without the express written permission of the Owner, call for or by exclusion require or recommend the use of any subcontractor, consultant, product, material, equipment, system, process or procedure in which the General Contractor has a direct or indirect proprietary or other pecuniary interest.

3.7 **Quality Control And Testing.** The General Contractor shall develop and implement a quality management program to insure quality construction, if required by the Owner. Unless otherwise specified in this Contract For Construction, the Owner shall select the quality control and testing agencies and pay for the cost of specified measures and tests required by the Construction Documents. The General Contractor shall coordinate all tests and inspections required by the Construction Documents, and the General Contractor shall arrange for tests and inspections to be conducted as necessary to avoid any interference with the progress of Work. No claims for extension of time or extra costs will be allowed on account of any testing, retesting, inspection, re-inspection, or rejection of Work when defective or deficient Work is found.

3.8 **Incident Reporting.** The General Contractor shall immediately notify the Owner and Professional(s), both orally and in writing, of the nature and details of all incidents which may adversely affect the quality or progress of the Work including, but not limited to, union jurisdictional disputes, accidents, delays, damages to Work and other significant occurrences.

3.9 **Hazardous Substances.** The General Contractor shall immediately notify the Owner and the Professional(s), both orally and in writing, of the presence and location of any physical evidence of, or information regarding, environmental contamination on the Site (including but not limited to Hazardous Substances and petroleum releases) of which it becomes, or reasonably should have become, aware. If the General Contractor encounters environmental contamination (including but not limited to Hazardous Substances and petroleum releases), the General Contractor shall (i) immediately stop performance of Work on that portion of the Work affected by or affecting such contamination; (ii) secure the contaminated area against intrusion; (iii) not disturb or remove the contamination; (iv) not proceed, or allow any subcontractor or supplier to proceed, with any Work or other activities in the area affected by such contamination until directed to do so by the Owner; and (v) take any other steps necessary to protect life and health.

3.10 **Owner's Use Of And Access To The Site.** The General Contractor shall perform the Work so as not to interrupt any operations of the Owner on the Site.

3.10.1 The General Contractor understands and acknowledges that the Owner may need access to or use of certain areas of the Site or Work prior to the General Contractor's achievement of Substantial Completion, and that such occupancy, access or use shall not constitute the Owner's acceptance of any Work.

3.10.2 The General Contractor shall not enter any Owner-occupied area of the Site or Project unless first approved and scheduled by the Owner. The General Contractor understands and acknowledges that the Owner may incur damages if the Owner's operations on the Site are interrupted or impaired as a result of the Work.

3.10.3 The General Contractor shall afford the Owner's own forces, and other consultants, trade contractors, subcontractors and suppliers, access to the Site for performance of their activities, and shall connect and coordinate its construction and operations with theirs as required by the Construction Documents.

3.11 **Commissioning.** The General Contractor shall, through the Owner's Representative, schedule and coordinate all equipment and systems start-ups and Project commissioning within its scope of the Work.

3.11.1 The General Contractor shall provide the Owner with operation and maintenance manuals and other operational documentation not less than thirty (30) calendar days prior to the required date of Final Completion to allow adequate time for training prior to commissioning and the Owner's occupancy of the Project.

3.11.2 The General Contractor shall meet with the Owner's personnel not less than thirty (30) calendar days prior to the required date of Final Completion to familiarize and train them with respect to maintenance and use of the Project. The appropriate Professional(s) will attend and assist with such familiarization and training.

3.12 **Provision of Utilities.** The General Contractor will pay utility company bills for water, gas and electrical energy which is required for the Project.

ARTICLE 4
GENERAL CONTRACTOR'S PERSONNEL, SUBCONTRACTORS, SUPPLIERS AND SITE FACILITIES

4.1 Project Staffing. The General Contractor shall staff the Project with qualified and designated individuals and entities responsible for its obligations and performance.

4.1.1 The General Contractor shall name a representative (the "General Contractor's Representative") to serve as its primary communication contact with the Owner and the Professional(s).

4.1.2 The General Contractor shall employ persons skilled in the tasks assigned to them and shall contract with subcontractors and suppliers skilled in the tasks assigned to them and capable of working harmoniously with all trades, crafts and other individuals on the Project. The General Contractor shall use its best efforts to minimize the likelihood of any strike, work stoppage or other labor disturbance.

4.1.3 The General Contractor shall immediately remove from the Site, for the duration of the Project, any person making an inappropriate religious, racial, sexual or ethnic comment, statement or gesture toward any other individual.

4.1.4 The General Contractor shall immediately remove from the Site, for the duration of the Project, any person who is incompetent, careless, or not working in harmony.

4.1.5 The General Contractor shall be responsible to the Owner for the acts and omissions of its agents and employees, consultants, subcontractors and suppliers.

4.2 **Subcontractor / Supplier Contracts.** The General Contractor shall enter into written contracts with its subcontractors and suppliers, and those written contracts shall be consistent with this Contract For Construction. It is the intent of the Owner and the General Contractor that the obligations of the General Contractor's subcontractors and suppliers inure to the benefit of the Owner and the General Contractor, and that the Owner be a third-party beneficiary of the General Contractor's agreements with its subcontractors and suppliers.

4.2.1 The General Contractor shall make available to each subcontractor and supplier, prior to the execution of written contracts with any of them, a copy of the pertinent portions of this Contract For Construction, including those portions of the Construction Documents to which the subcontractor or supplier will be bound, and shall require that each subcontractor and supplier shall similarly make copies of applicable parts of such documents available to its respective subcontractors and suppliers.

4.2.2 The General Contractor shall include in its written contracts with its subcontractors and suppliers a provision which contains the acknowledgment and agreement of the subcontractor or supplier that it has received and reviewed the applicable terms, conditions and requirements of this Contract For Construction that are included by reference in its written contract with the General Contractor, and that it will abide by those terms, conditions and requirements.

4.2.3 The General Contractor's written contracts with its subcontractors and suppliers shall preserve and protect the rights of the Owner and include the acknowledgment and agreement of each subcontractor or supplier that the Owner is a third-party beneficiary of the contract. The General Contractor's agreements with its subcontractors and suppliers shall require that in the event of default under, or termination of, this Contract For Construction, and upon request of the Owner, the General Contractor's subcontractors and suppliers will perform services for the Owner.

4.3 **Resolution Of Trade Disputes.** The General Contractor shall promptly resolve claims, complaints, labor disputes and disputes over assignment of work tasks by and among its subcontractors and suppliers.

4.4 **Alcoholic Beverages and Illegal Drugs.** No alcoholic beverages or illegal drugs are permitted on any of Owner's properties. Evidence of alcohol or drug use by an individual will result in the immediate removal of the person from the job site.

4.5 **E-Verify Requirements.** General Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system in accordance with the terms governing use of the system to confirm the employment eligibility of:

(i) All persons employed by the General Contractor during the term of this Contract to perform employment duties within Lake County; and

(ii) All persons, including subcontractors, assigned by the General Contractor to perform work pursuant to the Contract.

4.6 **Employment of State Residents.** General Contractor acknowledges and agrees that, in accordance with Section 255.099, Florida Statutes, if this Contract is being supported in whole or in part by State funding the General Contractor shall give preference to the employment of state residents in the performance of the work on the Project if state residents have substantially equal qualifications to those of non-residents. If the General Contractor is required to employ state residents, the General Contractor shall contact the Department of Economic Opportunity to post the employment needs in the State's job bank system. However, in work involving the expenditure of federal aid funds, this section may not be enforced in such a manner as to conflict with or be contrary to federal law prescribing a labor preference to honorably discharged soldiers, sailors, or marines, or prohibiting as unlawful any other preference or discrimination among the citizens of the United States.

ARTICLE 5
GOODS, PRODUCTS AND MATERIALS

5.1 **Quality Of Materials.** The General Contractor shall furnish goods, products, materials, equipment and systems which:

(i) comply with this Contract For Construction;

(ii) conform to applicable specifications, descriptions, instructions, drawings, data and samples;

(iii) are new (unless otherwise specified or permitted) and without apparent damage;

(iv) are of quality, strength, durability, capacity or appearance equal to or higher than that required by the Construction Documents;

(v) are merchantable;

(vi) are free from defects; and

(vii) are beyond and in addition to those required by manufacturers' or suppliers' specifications where such additional items are required by the Construction Documents.

5.2 **Installation And Use Of Materials.** All goods, products, materials, equipment and systems named or described in the Construction Documents, and all others furnished as equal thereto shall, unless specifically stated otherwise, be furnished, used, installed, employed and protected in strict compliance with the specifications, recommendations and instructions of the manufacturer or supplier, unless such specifications, recommendations or instructions deviate from accepted construction practices, or the Construction Documents, in which case the General Contractor shall so inform the Owner and the appropriate Professional and shall proceed as directed by that Professional, unless otherwise directed by the Owner. The General Contractor shall coordinate and interrelate all trade contracts, and subcontracts to ensure compatibility of goods, products, materials, equipment and systems, and validity of all warranties and guarantees, required by the Construction Documents for the Work.

5.3 **Unsuitable Materials.** The General Contractor shall inform the Owner of goods, products, materials, equipment or systems which the General Contractor knows are unsuitable or unavailable. Approval by the Owner and a Professional of substitute goods, products, materials, equipment or systems does not mean or imply final acceptance by the Owner and Professional if such items should be defective or not as previously represented.

5.4 **Brand Name or Alternate.** Notwithstanding the foregoing, if a product or service has been identified in the specifications by brand name, such identification is intended to be descriptive and not restrictive and is to indicate the quality and characteristics of service that will be acceptable. However, if the General Contractor proposes to furnish an alternate product or service after this Contract For Construction has been fully executed, the General Contractor shall receive the written authorization from the Professional and Owner prior to incorporating such alternate product or service into the Work. An alternate to the product/material specified will only be considered if the product/material is not readily available to meet the construction schedule. Also, such alternate will require cost comparison evidence and if found to be less expensive than the specified material, the Owner will be entitled to a credit for the cost difference. For purposes of this paragraph, an alternate shall be defined as a product or material differing substantially in quality and characteristics from the product or material set forth in the Contract Documents. If the Contract Documents specify an "or equal" product or material, an equal is defined as a product or material with the same quality or characteristics as that specified, but differing in brand name.

5.5 **Defective Materials.** If during or prior to construction operations the Owner or Professional rejects any portion of the Work on the grounds that the Work or materials are defective, the Owner or Professional shall give the General Contractor written notice of the defect. The General Contractor shall then have seven (7) calendar days from the date the notice is received to correct the defective condition.

5.6 **Security For The Project.** The General Contractor shall provide security for the Project, including but not limited to security for its Work in progress and for the goods, products, materials, equipment, systems, construction machinery, tools, devices and other items required, used or to be used for its scope of the Work, whether stored on or off site by the General Contractor, its subcontractors, materialmen or others under its supervision.

5.7 **Material Safety Data Sheets.** If any chemicals or materials or products containing toxic substances are to be used at any time during this contract, the General Contractor shall keep copies of all material safety data sheets on file with the contract documents located in the field office.

5.8 **Payment for Materials.** Unless otherwise provided in this Contract for Construction, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the General Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage and transportation to the site for such materials and equipment stored off the site.

ARTICLE 6
DOCUMENTS AND INFORMATION

6.1 **Information From Owner.** The Owner shall provide the General Contractor with information reasonably necessary to assist the General Contractor in performing its services including, if applicable:

(i) the Site legal description and any required survey;

(ii) all written and tangible material in its possession concerning conditions below ground at the Site;

(iii) if the Project involves an existing structure, all available as-built drawings, record drawings, plans, specifications and structure system information with respect to such structure; and

(iv) the Owner's pertinent Project dates and key milestone dates.

6.2 **Resolution Of Questions.** The General Contractor shall resolve all questions concerning the Construction Documents with the Professional who has prepared the documents.

6.3 **Processing Of Documents.** When requested to do so by the Owner, the General Contractor shall process documents, and provide other reasonably required drawings, services and certifications, necessary to enable the Owner to (i) obtain financing or insurance for the Project; (ii) obtain approvals, permits and Certificates of Occupancy for the Project not otherwise required to be obtained by General Contractor; and (iii) represent that the Work complies with requirements of governmental agencies having jurisdiction over the Project.

6.4 **Sufficiency Of Owner Information.** The furnishing of information by the Owner to the General Contractor shall not relieve the General Contractor of responsibilities contained elsewhere in this Contract For Construction to evaluate information and documents provided by the Owner and the General Contractor shall timely notify the Owner in writing of any additional information needed or services required from the Owner in order for the General Contractor to perform the Work.

ARTICLE 7
SUBMITTALS

7.1 **Submittal Schedule.** The General Contractor shall timely prepare and transmit to the designated Professional a schedule for provision of all anticipated submittals. The schedule shall (i) include submittals required by the specifications; (ii) be in a format acceptable to the Professional; and (iii) set forth specific dates for submission of the listed submittals. The General Contractor shall review and approve all submittals prior to submission to a Professional.

7.2 **Processing Of Submittals.** The General Contractor shall in timely fashion review, approve if appropriate and forward submittals to the Professional(s) for review and approval along with such detail and information as the Professional requires. No part of the Work dealt with by a submittal shall be fabricated or performed until such approval has been given.

7.2.1 A Professional is responsible to the Owner, but not to the General Contractor, to verify that the submittals conform to the design concept and functional requirements of the plans and specifications, that the detailed design portrayed in shop drawings and proposed equipment and materials shown in submittals are of the quality specified and will function properly, and that the submittals comply with the Contract For Construction.

7.2.2 The General Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of shop drawings, product data, samples or similar submittals until the respective submittal has been approved by the Professional. The Work shall then be performed in accordance with the approved submittals except that the General Contractor shall not be relieved of responsibility for deviations from requirements of the Contract Documents by the Professional's approval of shop drawings, product data, samples or similar submittals unless the General Contractor has specifically informed the Professional in writing of such deviation at the time of submittal and (i) the Professional has given written approval to the specific deviation as a minor change in the Work; or (ii) a change order or construction change directive has been issued authorizing the deviation. The General Contractor shall not be relieved of responsibility for errors or omissions in shop drawings, product data, samples or similar submittals by the Professional's approval thereof.

7.2.3 The Professional will review and approve, or take other appropriate action, upon the General Contractor's submittals such as shop drawings, product data and samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Professional's action will be taken with such reasonable promptness as to cause no delay in the Work or in the activities of the Owner, General Contractor

or separate contractors, while allowing sufficient time in the Professional's judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the General Contractor as required by the Contract Documents. The Professional's review of the General Contractor's submittals shall not relieve the General Contractor of its obligations hereunder, and the Professional's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Professional, of any construction means, methods, techniques, sequences or procedures. The Professional's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

7.2.4 By approving and submitting shop drawings, product data, samples and similar submittals, the General Contractor represents that the General Contractor has determined and verified materials, field measurements, and field construction criteria related thereto, or will do so, and has checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

ARTICLE 8
GENERAL CONTRACTOR'S INSPECTION AND CORRECTION OF DEFECTIVE OR INCOMPLETE WORK

8.1 **Rejection And Correction Of Work In Progress.** During the course of the Project, the General Contractor shall inspect and promptly, whether at the direction of the Professional, Owner, or the General Contractor itself, reject any Work (i) which does not conform to the Construction Documents; or (ii) which does not comply with any applicable law, statute, building code, rule or regulation of any governmental, public and quasi-public authorities and agencies having jurisdiction over the Project.

8.1.1 The General Contractor shall promptly correct or require the correction of all rejected Work, whether observed before or after Substantial Completion and whether or not fabricated, installed or completed.

8.1.1.1 The General Contractor shall bear all costs of correcting Work, including additional testing and inspections and compensation for all services and expenses necessitated by such corrections for Work that does not conform to the Construction Documents.

8.1.1.2 The General Contractor shall be compensated for all costs of correcting Work, including additional testing and inspections and compensation for all services and expenses, including but not limited to general conditions for extended time, necessitated by such correction for Work installed per the Construction Documents that is later determined by others to not comply with any applicable law, statute, building code, rule or regulation of any governmental, public or quasi-public authority or agency having jurisdiction over the project. The General Contractor is not responsible for conformance of the Construction Documents with any applicable laws, codes, statutes, permit requirements, rules or regulations.

8.1.2 The General Contractor shall bear the cost of correcting destroyed or damaged Work, whether completed or partially completed, of the Owner or other trade contractors or subcontractors caused by the General Contractor 's correction or removal of rejected Work, due to lack of conformance to the Construction Documents. If the General Contractor fails to correct any destroyed or damaged work, the Owner may take such steps as are necessary to repair or replace the destroyed or damaged work and deduct the cost thereof from this contract.

8.2 **Covered Or Concealed Work.** If a portion of the Work has been covered, the General Contractor shall, if notified to do so by the Owner or a Professional, uncover the designated portion for observation and then replace it.

8.2.1 If the designated portion of the Work was covered contrary to the request of the Owner or the Professional, or to requirements specifically expressed in the Construction Documents, the General Contractor shall receive no additional compensation for the costs of uncovering and replacement or modification of the Construction Schedule.

8.2.2 If the designated portion of the Work was covered prior to a specific request by the Owner or the Professional that it remain uncovered, the General Contractor shall receive additional compensation for the costs of uncovering and replacement or modification of the Construction Schedule(s) only if the designated portion of the Work was in conformance with the Construction Documents.

8.3 **Acceptance of Non-conforming Work.** If the Owner prefers to accept Work which is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Construction Price shall be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

ARTICLE 9
CHANGE ORDERS AND CHANGES TO THE WORK

9.1 **Change Order Requests.** Any party to the construction process may request changes to the Work, compensation or applicable schedules after execution of this Contract, and without invalidating this Contract. Unless otherwise specified herein, the Professional shall prepare the change orders and construction change directives. All Change Order requests shall be in writing and approved prior to the work which is the subject of the Change Order being completed, unless otherwise stated herein.

9.1.1 With respect to such requests for changes by the General Contractor, the General Contractor shall prepare and submit written change order requests to the designated Professional and Owner.

9.1.2 With respect to requests for changes by parties other than the General Contractor, the General Contractor shall promptly review and respond in writing to change order requests submitted by a Professional.

9.1.3 When requested to do so, the General Contractor shall prepare and submit to a Professional drawings, specifications or other data in support of a change order request.

9.1.4 Each change order shall include time and monetary impacts of the change, whether the change order is considered alone or with all other changes during the course of the Project.

9.2 **Owner-Directed Changes.** The Owner may unilaterally direct the General Contractor to implement changes in the Work so long as the Work the Owner is requiring is not outside of the general scope of this Contract For Construction, and the General Contractor, upon written direction from the Owner, shall proceed with such change.

9.3 **Professional-Directed Changes**. A Professional, without the Owner's prior approval, may authorize or direct the General Contractor to make minor changes in the Work which are consistent with the intent of the Construction Documents and which do not involve a change in Project cost, time for construction, scope, or approved design elements, and the General Contractor shall promptly carry out such changes. Any such minor changes shall be implemented by written field order and executed by the General Contractor.

9.4 **Administration Of Changes.** The Professional and Owner will administer and manage all change order requests and change orders and will prepare required drawings, specifications and other supporting data as necessary in connection with minor changes, change order requests and change orders.

9.5 **Compensation For Changes.** With respect to all change order requests involving credit to the Owner or additional compensation to the General Contractor, the General Contractor shall (i) obtain from subcontractors and suppliers the best possible price quotations; (ii) review such quotations to ascertain whether they are reasonable; (iii) prepare an itemized accounting together with appropriate supporting data, including reasonable expenditures by, and savings to, those performing the Work involved in the proposed change; and (iv) provide a reasonable price quotation to the designated Professional.

9.5.1 If price quotations for change order requests are determined by the Professional to be unreasonable, the General Contractor shall, in writing, justify said quotations or provide additional back-up materials. If after review of the additional information the Professional determines the quotation is unreasonable, the Owner may require that the subject Work be performed on a time and material basis.

9.5.2 The General Contractor and its subcontractors and suppliers shall be allowed no additional compensation for any costs, fees or expenses incurred in performing services already required by this Contract For Construction, and shall not be entitled to additional reimbursement for home-office, other non-job-site or indirect overhead expenses, or tools necessary for construction.

9.5.3 It is the responsibility of the General Contractor to review and approve all pricing of additional work required of its subcontractors and suppliers.

9.5.4 Additional work which is not part of the Contract Documents and which does not impact the critical path shall require an executed change order and is not entitled to an extension of time but the General Contractor shall be reimbursed the actual incurred costs and expenses paid to subcontractors and suppliers plus a markup of five percent (5%) to cover General Conditions, Management Fee and overhead and profit.

9.5.4.1 The above conditions apply to the General Contractor's subcontractor and sub-subcontractor.

9.5.5 Additional work which is not part of the Contract Documents and which does impact the critical path shall require a change order and the General Contractor is entitled to an extension of time and the actual incurred costs and expenses paid to subcontractors and suppliers plus a markup of ten percent (10%) to cover General Conditions, Management Fee and overhead and profit. See Paragraph 16.2.3.

9.5.5.1 The above conditions apply to the General Contractor's subcontractor and sub-subcontractor.

9.6 **Performance Of Changes.** Upon receipt of a field order or change order, changes in the Work shall be promptly performed. All changes in the Work shall be performed under applicable conditions of the Construction Documents.

9.7 **Disputes Regarding Changes.**

9.7.1 Regardless if there is a dispute (i) that a change has occurred; (ii) whether a change in the Work will result in adjustment of compensation or applicable schedules; or (iii) as to the amount of any adjustment of compensation or applicable schedules, the change shall be carried out if the Owner issues a Construction Change Directive. No claim shall be prejudiced by performance of the Work so long as the Owner is notified of the claim in writing prior to performance of the Work which is the subject of the dispute and the party disputing the decision of the Owner recites the reasons for its dispute in the written notice. Failure to notify the Owner in writing shall constitute a waiver of any claim resulting from the change.

9.7.2 In the event a change order request is approved by the Owner in the absence of an agreement as to cost, time, or both, the appropriate Professional will (i) receive and maintain all documentation pertaining thereto; (ii) examine such documentation on the Owner's behalf; (iii) take such other action as may be reasonably necessary or as the Owner may request; and (iv) make a written recommendation to the Owner concerning any appropriate adjustment in the Construction Price or time.

9.7.3 A Construction Change Directive is a written order prepared by the Professional and signed by the Owner and the Professional, directing a change in the Work prior to agreement on any change in the contract price, time or both. The issuance of a Construction Change Directive does not invalidate the Contract for Construction. A Construction Change Directive shall be used in the absence of agreement on the terms of a Change Order. If the Directive provides for a

change in the contract price, the adjustment shall be based on one of the following:

(i) mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;

(ii) unit prices stated in the Contract Documents or subsequently agreed upon;

(iii) cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or

(iv) as set forth below.

9.7.4 The General Contractor shall promptly proceed with the Work upon receipt of a Construction Change Directive, and shall immediately advise the Professional of any disagreement with the method of compensation set forth in the Directive.

9.7.5 The General Contractor shall sign the Construction Change Directive if the General Contractor agrees with the adjustment in the time or contract price. Upon signature, the Change Order Directive shall be effective as a Change Order.

9.7.6 If the General Contractor does not respond promptly or disagrees with the method of adjustment, the method of adjustment shall be determined by the Professional on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, and shall include a reasonable allowance for overhead and profit. In such case, the General Contractor shall keep and present to the Professional an itemized accounting together with appropriate supporting data. Unless otherwise specified herein, costs shall be limited to:

(i) costs of labor, including social security, unemployment insurance, fringe benefits required by agreement or custom, and worker's compensation insurance directly attributable to the change;

(ii) costs of materials, supplies and equipment, including the cost of transportation, whether incorporated or consumed directly attributable to the change;

(iii) rental costs of machinery and equipment, exclusive of hand tools, whether rented from the General Contractor or others directly attributable to the change;

(iv) costs of premiums for all bonds and insurance, permit fees, and sales, use or similar taxes related to the Work directly attributable to the change; and

(v) additional costs of supervision and field office personnel directly attributable to the change.

9.7.7 The amount of credit to be allowed by the General Contractor to the Owner for a deletion or change which results in a net decrease in the contract price shall be the actual net cost as confirmed by the Professional. When there are both increases and decreases in the Work, the allowance for overhead and profit shall be figured on the basis of net increase, if any, of the change.

9.7.8 Pending final determination of the total cost of the Change Directive, amounts not in dispute shall be included in future invoices for payment, accompanied by the Change Order. For costs in dispute, the Professional shall make an interim determination for purposes of monthly certification for payment for those costs. Either party may then submit a claim according to other provisions contained herein.

9.8 **Necessity For Signed Writing.** No act, omission or course of dealing shall alter the requirement that change orders shall be in writing and signed by the Owner, and that change orders are the exclusive method for effecting any adjustment to compensation or applicable schedules. The General Contractor understands and agrees, on behalf of itself and its subcontractors and suppliers, that neither compensation nor applicable schedules can be changed by implication, oral agreement, or unwritten change order.

ARTICLE 10
FINANCIAL CLAIMS AND LIENS

10.1 **Notification Regarding Liens.** The General Contractor shall immediately notify the Owner and Professional(s), both orally and in writing, of the nature and details of any mechanics' liens, construction liens, General Contractor's trust fund claims, or claims of any type made by anyone against the Owner, the Professional(s), the General Contractor or any subcontractor or supplier of any of them or against the Project whether or not such claims arise from the Work.

10.2 **Discharge Of Liens.** The General Contractor shall take all action necessary to obtain the prompt discharge of any liens or claims filed against the Project for which the General Contractor has been paid. If any lien or claim filed is not discharged and released by the claimant, the General Contractor shall, within a reasonable period of time, but in no event more than fourteen (14) calendar days after request and at its own cost, promptly obtain discharge and release of, or indemnity for, such lien or claim by providing or filing, as appropriate, the requisite bond.

ARTICLE 11
OWNER'S CONSULTANT(S), PROFESSIONAL(S) AND CONSTRUCTION ADMINISTRATION

11.1 **Owner's Designated Professional Representative.** Unless otherwise directed by the Owner, one designated Professional shall act as the Owner's design representative from the effective date of this Contract For Construction until one (1) year from the date of achievement of Substantial Completion.

11.1.1 The Professional so designated will be the Owner's design representative during performance of the Work and will consult with and advise the Owner on all design and technical matters.

11.1.2 The designated Professional will act as initial interpreter of the requirements of this Contract For Construction and as the Owner's advisor on claims.

11.2 **Professional Site Visits.** The Professional(s) will visit the Site with sufficient frequency for familiarization with the progress and quality of the Work and to inspect the Work to determine compliance of the Work with (i) this Contract For Construction, including approved shop drawings and other submittals; (ii) the Construction Schedule; and (iii) applicable laws, statutes, building codes, rules or regulations of all governmental, public and quasi-public authorities and agencies having or asserting jurisdiction over the Project.

11.3 **Professional Rejection Of Work.** The Professional(s) may disapprove or reject Work which does not comply with (i) this Contract For Construction including approved shop drawings and other submittals; or (ii) applicable laws, statutes, building codes, permit requirements, rules or regulations of any governmental, public and quasi-public authorities and agencies having or asserting jurisdiction over the Project.

11.4 **Professional Evaluations.**

11.4.1 The Professional(s) will review and evaluate the results of all inspections, tests and written reports required by this Contract For Construction and by any governmental entity having or asserting jurisdiction over the Project. The Professional(s) will take appropriate action on test results, including acceptance, rejection, requiring additional testing or corrective work, or such other action deemed appropriate by the Professional(s). The Professional(s) will promptly reject Work which does not conform to and comply with testing requirements.

11.4.2 The Professional(s) may require inspection or testing of any Work in addition to that required by this Contract For Construction or governmental entities having or asserting jurisdiction over the Project when such additional inspections and testing is necessary or advisable, whether or not such Work is then fabricated, installed or completed. The Professional(s) will take appropriate action on all such special testing and inspection reports, including acceptance, rejection, requiring additional testing or corrective work, or such other action deemed appropriate by the Professional(s).

11.5 **Professional Submittal Activities.** The Professional(s) will review and approve, reject or take other appropriate action on submittals such as shop drawings, product data, samples and proposed equal materials or equipment and requested substitutions within not more than fourteen (14) calendar days, and will not approve any submittals unless such submittals conform with (i) the Project design concept; (ii) this Contract For Construction; and (iii) the Owner's budgeted Total Project Construction Cost. A Professional's review of submittals shall not constitute final acceptance of materials or equipment furnished or installed if such materials or equipment should be defective or not as represented by approved submittals or as otherwise required by the Construction Documents. The General Contractor remains responsible for details and accuracy, for confirming and correlating all quantities and dimensions, for selecting fabrication processes, for techniques of assembly, and for performance of the Work.

11.6 **Professional Interpretations.** A Professional will, when requested to do so in writing by the General Contractor, promptly and so as to cause no unnecessary delay, render

written or graphic interpretations and decisions necessary for the proper execution of the Work. A Professional's interpretations and decisions relating to artistic effect shall be final if not inconsistent with this Contract For Construction.

11.7 **Professional Change Order Activities.** The Professional(s) will consult with and advise the Owner concerning, and will administer and manage, all change order requests and change orders on behalf of the Owner.

11.8 **Professional Pay Application Activities.** The appropriate Professional will review applications for payment, including such accompanying data, information and schedules as the Professional requires, to determine the amounts due to the General Contractor and shall authorize payment by the Owner to the General Contractor in writing. After the Work is determined to be finally complete and the Professional determines that the General Contractor has completed the Work, the Professional will determine whether the General Contractor is entitled to final payment, and if so will so certify to the Owner in writing.

11.9 **Professional Relationship To General Contractor.** The duties, obligations and responsibilities of the General Contractor under this Contract For Construction shall not be changed, abridged, altered, discharged, released, or satisfied by any duty, obligation or responsibility of any Professional. The General Contractor shall not be a third-party beneficiary of any agreement by and between the Owner and any Professional. The duties of the General Contractor to the Owner shall be independent of, and shall not be diminished by, any duties or obligations of any Professional to the Owner.

ARTICLE 12
INSPECTION, CORRECTION OF WORK, AND PROJECT CLOSE OUT

12.1 **Substantial Completion.** Substantial Completion of the Work shall be deemed to have occurred on the later of the dates that the Work passes a Substantial Completion inspection, and the required Substantial Completion documentation and items have been produced.

12.1.1 When the General Contractor believes that the Work is substantially complete, it shall notify the Owner and the appropriate Professional, in writing, that its Work is ready for a Substantial Completion inspection.

12.1.2 At or prior to the Substantial Completion inspection, the General Contractor will prepare and furnish to the Professional a Declaration of Substantial Completion, which at a minimum must:

(i) contain a blank for entry of the date of Substantial Completion, which date will fix the commencement date of warranties and guaranties and allocate between the Owner and the General Contractor responsibility for security, utilities, damage to the Work and insurance;

(ii) include a list of items to be completed or corrected and state the time within which the listed items will be completed or corrected; and

(iii) contain signature lines for the Owner, the General Contractor and the Professional.

12.1.3 Upon receipt of notification from the General Contractor the appropriate Professional will coordinate with the Owner and the General Contractor a date for inspection of the Work to determine whether the Work is substantially complete.

12.1.4 At inspection(s) to determine whether the Work is substantially complete, the Professional will:

(i) inspect the Work;

(ii) list additional items to be completed or corrected; and

(iii) determine, in consultation with the Owner, whether Substantial Completion of the Work has occurred.

12.1.5 If the Work is determined not to be substantially complete, the Work shall be prosecuted until the Work is substantially complete and the inspection process shall be repeated at no additional cost to the Owner until the Work is determined to be substantially complete.

12.1.6 On or prior to the required date of Substantial Completion, the General Contractor shall deliver to the appropriate Professional keys, permits, the certificate of occupancy, and other necessary and customary documents and items pre-requisite for the Owner's occupancy and use of the Work for its intended purpose. The Professional will obtain and review Substantial Completion documentation and items, and will inform the General Contractor of any deficiencies.

12.1.7 When the Owner, the General Contractor and the appropriate Professional agree that the Work has passed the Substantial Completion inspection and the General Contractor has produced the required Substantial Completion documentation and items, they shall each sign the Declaration of Substantial Completion declaring the Work substantially complete and establishing the actual date of Substantial Completion. The Declaration of Substantial Completion shall also include a list of and timeline for the completion of Work needing completion and correction. Failure of the General Contractor to include an item on the list does not alter the responsibility of the General Contractor to complete all Work in accordance with this Contract for Construction.

12.1.8 The General Contractor shall promptly correct the Work properly rejected by the Professional or failing to conform to the requirements of this Contract for Construction, whether discovered before or after Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting the rejected Work, including additional testing and inspections and compensation for the Professional's services and expenses made necessary thereby, shall be at the General Contractor's expense.

12.1.9 Substantial Completion must be accompanied by a Certificate of Occupancy, unless the Certificate of Occupancy is unattainable outside of the General

Contractor's control.

12.2 **Final Completion.** Final Completion of the Work shall be deemed to have occurred on the later of the dates that the Work passes a Final Completion inspection and that the General Contractor has produced all required Final Completion close-out documentation and items. Final Completion shall not be deemed to have occurred and no final payment shall be due the General Contractor or any of its subcontractors or suppliers until the Work has passed the Final Completion inspection and all required Final Completion close-out documentation and items have been produced to the Owner by the General Contractor.

12.2.1 When the General Contractor believes the Work is finally complete, the General Contractor shall notify the Owner and the appropriate Professional that the Work is ready for Final Completion inspection.

12.2.2 Upon receipt of such notification from the General Contractor, the Professional will coordinate with the Owner and the General Contractor a date for inspection of the Work to determine whether the Work is finally complete.

12.2.3 At the Final Completion inspection to determine whether the Work is finally complete, the Professional will:

(i) inspect the Work;

(ii) determine whether all items on the list included with the Declaration of Substantial Completion have been satisfactorily completed and corrected;

(iii) determine whether the Work complies with (a) this Contract For Construction; (b) applicable laws, statutes, building codes, rules or regulations of all governmental, public and quasi-public authorities and agencies having jurisdiction over the Project; and (c) applicable installation and workmanship standards;

(iv) determine whether required inspections and approvals by the official(s) having or asserting jurisdiction over the Project have been satisfactorily completed; and

(v) determine, in consultation with the Owner, whether the Work is finally complete.

12.2.4 If the Work is not finally complete, the General Contractor shall continue to prosecute the Work, and the inspection process shall be repeated at no additional cost to the Owner, until the Work is finally complete.

12.2.5 On or prior to the date of Final Completion, the General Contractor shall deliver to the appropriate Professional the following Final Completion close-out documentation and items:

(i) all operating and instruction manuals not previously produced during commissioning and required maintenance stocks;

(ii) two (2) sets of as-built drawings and markups;

(iii) certification and affidavit that all insurance required of the General Contractor beyond final payment, if any, is in effect and will not be canceled or allowed to expire without notice to the Owner;

(iv) written consent of the surety(ies), if any, to final payment;

(v) full, final and unconditional waivers of mechanics or construction liens, releases of General Contractor's trust fund or similar claims, and release of security interests or encumbrances on the Project property from each contractor, subcontractor, supplier or other person or entity who has, or might have a claim against the Owner or the Owner's property;

(vi) full, final and unconditional certification and affidavit that all of the General Contractor's obligations to contractors, subcontractors, suppliers and other third parties for payment for labor, materials or equipment related to the Project have been paid or otherwise satisfied;

(vii) all written warranties and guarantees relating to the labor, goods, products, materials, equipment and systems incorporated into the Work, endorsed, countersigned, and assigned as necessary;

(viii) affidavits, releases, bonds, waivers, permits and other documents necessary for final close-out of Work;

(ix) a list of any item(s) due but unable to be delivered and the reason for non-delivery;

(x) spare parts and attic stock, if any; and

(xi) any other documents reasonably and customarily required or expressly required herein for full and final close-out of the Work.

12.2.6 The appropriate Professional will review and determine the sufficiency of all Final Completion close-out documentation and items required for Final Completion which are submitted by the General Contractor, and will immediately inform the General Contractor about any deficiencies and omissions.

ARTICLE 13
GENERAL CONTRACTOR'S WARRANTIES AND GUARANTEES

13.1 **One-Year Warranty.** In addition to the warranties and guarantees set forth elsewhere in this Contract For Construction, the General Contractor, upon request by the Owner or the Professional, shall promptly correct all failures or defects in the Work for a period of one (1) year after the actual date of Substantial Completion, or the date of acceptance by the Owner, whichever is later.

13.1.1 The General Contractor shall schedule, coordinate and participate in a walk-through inspection of the Work one (1) month prior to the expiration of the one-year correction period, and shall notify the Owner, the appropriate

Professional(s), and any necessary subcontractors and suppliers of the date of, and request their participation in, the walk-through inspection. The purpose of the walk-through inspection will be to determine if there are defects or failures which require correction.

13.1.2 Should the General Contractor fail to promptly correct any failure or defect, the Owner may take whatever actions it deems necessary to remedy the failure or defect and the General Contractor shall promptly reimburse the Owner for any expenses or damages it incurs as a result of the General Contractor 's failure to correct the failure or defect.

13.2 **Express Warranties And Guarantees – General Contractor.** In addition to the warranties and guarantees set forth elsewhere herein, the General Contractor expressly warrants and guarantees to the Owner:

(i) that the Work complies with the Construction Documents;

(ii) that all goods, products, materials, equipment and systems incorporated into the Work conform to applicable specifications, descriptions, instructions, drawings, data and samples and shall be and are (a) new (unless otherwise specified or permitted) and without apparent damage or defect; (b) of quality equal to or higher than that required by the Construction Documents; and (c) merchantable; and

(iii) that all management, supervision, labor and services required for the Work shall comply with this Contract For Construction and shall be and are performed in a workmanlike manner.

(iv) All work shall be guaranteed for one (1) year after completion and acceptance unless otherwise specified. The guarantees are to be construed as being supplemental in nature and in addition to any and all other remedies available to the Owner under the laws of the State of Florida.

13.3 **Express Warranties And Guarantees - Subcontractors And Suppliers.** The General Contractor shall require that all of its subcontractors and suppliers provide written warranties, guarantees and other undertakings to the Owner and the General Contractor in a form identical to the warranties, guarantees and other undertakings set forth in this Contract For Construction, including the warranties, guarantees and undertakings set forth in this Article, which warranties, guarantees and undertakings shall run to the benefit of the Owner as well as the General Contractor.

13.4 **Non-Exclusivity And Survival.** The warranties and guarantees set forth in this Article shall be in addition to all other warranties, express, implied or statutory, and shall survive the Owner's payment, acceptance, inspection of or failure to inspect the Work, and review of the Construction Documents.

13.5 **Non-Limitation.** Nothing contained in Paragraph 13.1 shall be construed to establish a period of limitation with respect to the General Contractor's obligations under this Contract For Construction. Paragraph 13.1 relates only to the General Contractor's specific obligations with respect to the Work, and has no relationship to the time within which the General Contractor's contractual obligations under this Contract For

Construction may be enforced, nor to the time within which proceedings may be commenced to establish the General Contractor 's liability with respect to any contractual obligations pursuant to Paragraph 13.1 or contained elsewhere herein.

13.6 **Commencement Of Obligations.** Unless otherwise specified, all of the General Contractor's warranty and guaranty obligations, including the time period(s) for all written warranties and guarantees of specifically designated equipment required by the Construction Documents, shall begin on the actual date of Substantial Completion.

13.7 **Provision of Draft Warranties and Guarantees.** The General Contractor shall provide copies of the proposed warranties and guarantees with the initial shop drawings and the Owner and Professional shall have the opportunity to review and approve the proposed warranties and guarantees. The approved warranties and guarantees shall be fully executed and provided to the Owner at the conclusion of the Project in accordance with other applicable provisions of this Contract.

ARTICLE 14
OWNER'S DUTIES, OBLIGATIONS AND RESPONSIBILITIES

14.1 **Timely Compensation Of General Contractor.** The Owner shall timely compensate the General Contractor in accordance with this Contract For Construction, and in accordance with Part VII, Chapter 218, Florida Statutes.

14.2 **Payment For Testing.** General Contractor shall secure and pay for all Project testing pursuant to the Schedule of Values.

14.3 **Owner Review Of Documents.** The Owner shall review documents prepared by the General Contractor in a timely manner and in accordance with schedule requirements. Review by the Owner shall be solely for the purpose of determining whether such documents are generally consistent with the Owner's intent. No review of such documents shall relieve the General Contractor of any of its responsibilities.

14.4 **Status Of Owner.** The Owner shall not have control or charge of construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the General Contractor, for any of the foregoing purposes, be deemed the agent of the Owner.

14.5 **Owner's Utilities.** The Owner shall provide water, gas and electrical energy only as they exist at the Site prior to the start of construction. The General Contractor shall be responsible to provide and pay for connections to, extensions from and means of using these utilities, unless otherwise specified herein.

14.5.1 This section intentionally deleted.

14.5.2 This section intentionally deleted.

ARTICLE 15
GENERAL CONTRACTOR'S COMPENSATION

15.1 **Unit Prices.** If any portion of the Construction Price is determined by the application of unit prices, the number of units contained in the General Contractor's Compensation Schedule is an estimate only, and the compensation to the General Contractor shall be determined by the actual number of units incorporated in, or required by, the Work. If unit prices are set forth in the Contract for Construction or subsequently agreed upon, and if quantities originally contemplated are materially changed in a proposed change order or construction change directive so that application of such unit prices to quantities of Work proposed will cause substantial inequity to the Owner or General Contractor, the applicable unit prices may be equitably adjusted.

15.2 **Schedule Of Values.** The General Contractor shall prepare and present to the Owner and the designated Professional the General Contractor's schedule of values, apportioning the different elements of the Work for purposes of periodic and final payment. The General Contractor's schedule of values shall be presented in the format, and with such detail and supporting information, requested by the Professional or Owner. The General Contractor shall not imbalance or artificially inflate any element of the schedule of values. Upon the Professional and Owner's acceptance, the schedule of values shall be used to process and pay the General Contractor's payment requests. The schedule of values shall not be changed without written change order authorized by the Owner. Need a Draw-down schedule.

15.3 **Invoicing Procedures.** In accordance with the procedures and requirements set forth in this Article, the General Contractor shall invoice the Owner and the Owner shall pay the General Contractor the Construction Price.

15.3.1 In accordance with Chapter 1, Section 4.3, the General Contractor shall submit invoices to the Professional requesting payment for labor and services rendered during the preceding thirty (30) calendar days. Each invoice shall at a minimum state:

(i) the total Construction Price;

(ii) the amount due for properly provided labor, materials and equipment properly incorporated into the Project;

(iii) a breakdown of the various phases or parts of the Work as related to the Construction Price;

(iv) the value of the various phases or parts of the Work actually performed;

(v) previously invoiced amounts and credit payments made;

(vi) the total amount due, less any agreed retainage;

(vii) a current CPM schedule with every pay application;

and shall also have attached such lien waiver and other documentation verifying the General Contractor's payment to subcontractors and suppliers as the Owner or Professional may request. There shall be no payment made for materials, supplies or equipment stored off the job site.

15.4 **Payment Procedures.**

15.4.1 The Professional will review the General Contractor's applications for payment, including such accompanying data, information and schedules as the Professional requires, to determine the amounts due to the General Contractor and, based upon such review, together with its inspections of the Work, shall authorize payment by the Owner to the General Contractor in writing. Such authorization will constitute the Professional's certification to the Owner that

(i) the Work described in the General Contractor's invoice has progressed to the level indicated and has been performed in accordance with the Contract For Construction;

(ii) all necessary and appropriate lien waivers have been submitted; and

(iii) the amount requested is currently due and owing to the General Contractor.

15.4.2 In the case of unit price work, the Professional's recommendations for payment will constitute a final determination of quantities and classifications of such work.

15.4.3 Payments shall be deemed timely if postmarked at least two (2) business days before the Payment Date defined in Chapter 1 or any other payment due date stated in this Article 15.

15.4.4 The Professional may withhold all or part of an application for payment to the extent reasonably necessary to protect the Owner if in the Professional's opinion the representations to the owner required by subsection 15.4.1 cannot be made. If the Professional is unable to certify payment in the amount of the application, the Professional shall notify the General Contractor and the Owner as provided for herein. If the General Contractor and the Professional cannot agree on a revised amount, the Professional shall promptly authorize payment for the amount which the Professional is able to make such representations to the Owner. The Professional may also withhold payment or, because of subsequently discovered evidence, may nullify the whole or part of an application for payment previously issued, to such extent as may be necessary in the Professional's opinion to protect the Owner from loss for which the General Contractor is responsible, including loss resulting from its acts and omissions, because of

(i) defective Work not remedied;

(ii) third party claims filed or reasonable evidence indicating probable filing of such claims unless security acceptable to the Owner is provided by the General Contractor;

(iii) failure of the General Contractor to make payments properly to subcontractors for labor, materials or equipment;

(iv) reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Price;

(v) damage to the Owner or other contractor;

(vi) reasonable evidence that the Work will not be completed within dates established in the Construction Schedule, and that the unpaid balance would not be adequate to cover liquidated damages for the anticipated delay; or

(vii) persistent failure to carry out the Work in accordance with this Contract for Construction.

15.5 **Owner's Right To Refuse Payment.** A Professional's approval of the General Contractor's invoice shall not preclude the Owner from exercising any of its remedies under this Contract For Construction. In the event of a dispute, payment shall be made in accordance with Part VII, Chapter 218, Florida Statutes, for amounts not in dispute, subject to any setoffs claimed by the Owner. The Owner, to the extent permitted by Part VII, Chapter 218, Florida Statutes, shall have the right to refuse to make payment and, if necessary, may demand the return of a portion or all of the amount previously paid to the General Contractor due to:

(i) the General Contractor's failure to perform the Work in compliance with the requirements of this Contract For Construction or any other agreement between the parties;

(ii) the General Contractor's failure to correctly and accurately represent the Work performed in a payment request, or otherwise;

(iii) the General Contractor's performance of the Work at a rate or in a manner that, in the Owner's opinion, is likely to result in the Project or any portion of the Project being inexcusably delayed;

(iv) the General Contractor's failure to use funds previously paid the General Contractor by the Owner, to pay the General Contractor's Project-related obligations including, but not limited to, the General Contractor's subcontractors, materialmen, and suppliers;

(v) claims made, or likely to be made, against the Owner or its property;

(vi) loss caused by the General Contractor or the General Contractor's subcontractors, or suppliers; or

(vii) the General Contractor's failure or refusal to perform any of its obligations to the Owner.

15.6 **Correction Of Past Payments.** All prior payments, whether based on estimates or otherwise, may be corrected and adjusted in any subsequent payment and shall be

corrected and adjusted in the final payment. In the event that any invoice contains a defect or impropriety which would prevent timely payment, the Owner shall notify the General Contractor in writing of such defect or impropriety in accordance with Section 218.735, Florida Statutes. Any disputed amounts determined by the Owner to be payable to the General Contractor shall be due in the time frames set forth in Section 218.735, Florida Statutes, from the date the dispute is resolved.

15.7 **Invoice Warranties And Guarantees.** The General Contractor expressly warrants and guarantees to the Owner that:

(i) title to all goods, products, materials, equipment and systems covered by an invoice will pass to the Owner upon incorporation into the Work;

(ii) all goods, products, materials, equipment and systems covered by an invoice are free and clear of liens, claims, security interests or encumbrances; and

(iii) no goods, products, materials, equipment or systems covered by an invoice have been acquired by the General Contractor, or its subcontractors or suppliers, subject to an agreement under which an interest therein or an encumbrance thereon is retained by the seller or otherwise imposed by the General Contractor, or its subcontractors or suppliers.

15.8 **General Contractor's Signature.** The signature of the General Contractor on any invoice constitutes the General Contractor's certification to the Owner that (i) the General Contractor's services listed in the invoice have progressed to the level indicated and have been performed as required by this Contract For Construction; (ii) the General Contractor has paid its subcontractors and suppliers their proportional share of all previous payments received from the Owner; and (iii) the amount requested is currently due and owing.

15.9 **Taxes.**

15.9.1 The Owner is exempt from federal excise taxes and all State of Florida sales and use taxes. The Owner will execute an exemption certificate if submitted by the General Contractor. Further, contractors doing business with the Owner are not exempt from paying sales tax to their suppliers for materials needed to fulfill contractual obligations with the Owner, nor shall the General Contractor be authorized to use the Owner's tax exempt certificate or status in securing such materials. The General Contractor shall secure, defend, protect, hold harmless, and indemnify the Owner from and against any and all liability, loss, claims, demands, suits, costs, fees and expenses (including actual fees and expenses of attorneys, appellate fees and costs, expert witnesses, and other consultants) relating to any taxes assessed or imposed upon, incurred by or asserted against the Owner by any taxing authority with respect to such taxes.

15.9.2 In accordance with Section 212.08(6), Florida Statutes, and Rule 12A-1.094, Florida Administrative Code, the Owner is tax exempt when it purchases tangible personal property for use in public works projects, subject to certain restrictions. In the event this project is declared a sales tax recovery project by the Owner, the following procedure shall apply:

(i) The Owner, through the Department of Public Works, Solid Waste Division and Management, shall determine whether the Owner shall directly purchase certain materials required for the Work. If the Owner determines that the Owner shall directly purchase certain materials, the Owner shall notify the General Contractor in writing of the specific materials which the Owner intends to purchase.

(ii) Within ten (10) calendar days from receipt of the written notice described in Paragraph 15.9.2(i), the General Contractor shall advise the Owner in writing of: (a) the date upon which the materials must be on-site according to the Construction Schedule approved at that time, (b) the date that the General Contractor directs that the Owner place the order for the described materials, (c) the location to which the materials are to be delivered, and (d) any other particular details of the order which the General Contractor requests that the Owner include in the Purchase Order to the vendor.

(iii) The Owner may, but is not required to, provide the General Contractor with the proposed Purchase Order for the materials. In that case, the General Contractor shall review the Purchase Order for compliance with the Construction Documents, including, without limitation, the plans, specifications and Construction Schedule. Within the earlier of: five (5) calendar days from the receipt of the proposed Purchase Order or the day prior to the date provided by the General Contractor pursuant to Paragraph 15.9.2(ii)(b) above, the General Contractor shall provide the Owner with written approval of the Purchase Order or shall provide written revisions to the Purchase Order, in order that the materials and the delivery thereof shall comply with the Construction Documents, including, without limitation, the plans, specifications and Construction Schedule.

(iv) The Owner, through the Department of Public Works, Solid Waste Division and Management, shall thereafter issue a Purchase Order for the materials with the vendor.

(v) The Owner shall take title to those materials directly from the vendor and shall bear the risk of loss or damage to the materials which are delivered by the vendor through the time that the materials are delivered to the location designated by the General Contractor. After the materials are delivered to the location designated by the General Contractor, the General Contractor shall have full responsibility for their storage, protection, risk-of-loss and installation pursuant to the Construction Documents, including, without limitation, the plans, specifications and Construction Schedule.

(vi) The vendor shall invoice the Owner directly for the materials purchased from the vendor. The Owner shall pay the invoices for the materials directly, presenting its sales tax exemption certificate to each vendor at the time of payment.

With respect to the materials specifically designated by this section, the General Contractor shall be relieved only of its responsibilities to place the order for the subject materials, to pay for the materials and to insure the materials against loss through the date that they are delivered to the location designated by the General Contractor. Otherwise, nothing herein shall revise or modify the General Contractor's responsibilities set forth in this Agreement, including, without limitation, the responsibility to schedule the timely ordering and delivery of the materials purchased under this Paragraph 15.9.2, the management of the materials once delivered or the incorporation of the materials into the Work, as provided in the Construction Documents, including, without limitation, the plans, specifications and Construction Schedule.

The cost of any materials purchased through the sales tax recovery program shall be deducted from the contract amount. The Owner and General Contractor shall execute a written change order described in this Agreement, and approved in accordance with the Owner's policy. The Change Order shall become a part of the Contract Documents as provided in this Agreement.

15.10 **Compensation Of General Contractor's Subcontractors And Suppliers.** Upon receipt of payment from the Owner, the General Contractor shall pay each of its subcontractors and suppliers out of the amount received by the General Contractor on account of such subcontractor's or supplier's portion of the Work, the amount to which each entity is entitled, reflecting percentages actually retained from payments to the General Contractor on account of such entity's portion of the Work. The Owner shall have no obligation to pay, and shall not be responsible for payments to, the General Contractor's subcontractors or suppliers.

15.11 **Final Payment.** Prior to being entitled to receive final payment, and as a condition precedent thereto, the General Contractor must achieve Final Completion. The Owner shall, subject to its rights set forth above in this Article, make final payment of all sums due the General Contractor in accordance with Part VII, Chapter 218, Florida Statutes.

ARTICLE 16
SCHEDULE REQUIREMENTS

16.1 **Construction Schedule.** The Construction Schedule shall include all pertinent dates and periods for timely completion of the Work.

16.1.1 Unless otherwise directed and approved by the Owner, the General Contractor shall prepare the Construction Schedule as a critical path schedule with separate divisions for each major portion of the Work or operations. The Construction Schedule shall include and properly coordinate dates for performance of all divisions of the Work, including completion of off-Site requirements and tasks, so that the Work can be completed in a timely and orderly fashion consistent with the required dates of Substantial Completion and Final Completion.

16.1.2 The Construction Schedule shall include (i) the date of the Notice to Proceed, (ii) the required Commencement Date, the required dates of Substantial Completion and Final Completion; (iii) any guideline and milestone dates required by the Owner; (iv) any applicable subcontractor and supplier subschedules; (v) a submittal schedule which allows sufficient time for review of documents and submittals; (vi) the complete sequence of construction by activity, with dates for

beginning and completion of each element of construction; and (vii) required decision dates.

16.1.3 By reviewing the Construction Schedule, the Owner and a Professional do not assume any of the General Contractor's responsibility (i) that the Construction Schedule be coordinated or complete; or (ii) for timely and orderly completion by the required dates of Substantial Completion, Final Completion and any milestone dates required by the Owner.

16.1.4 The General Contractor shall review, on a weekly basis, the actual status of the Work against the Construction Schedule. The General Contractor shall discuss the status of the Work weekly with the designated Professional, so that proper overall management may be provided.

16.1.5 The General Contractor shall periodically and in all instances when the General Contractor anticipates that performance of the Work will be delayed or in fact has been delayed, but not less frequently than monthly, prepare a revised Construction Schedule and show actual progress of the Work through the revision date, projected completion of each remaining activity, activities modified since previous submittal, major changes in scope, and other identifiable changes. The updated Construction Schedule shall be accompanied by a narrative report which (i) states and explains any modifications of the critical path schedule, including any changes in logic; (ii) defines problem areas and lists areas of anticipated delays; (iii) explains the anticipated impact the problems and delays will have on the schedule and scheduled activities; (iv) reports corrective action taken or proposed; and (v) states how problems anticipated by projections shown on the schedule will be resolved to avoid delay in delivering the Work by the required dates of Substantial Completion and Final Completion, and other milestone dates required by the Owner, if any.

16.2 **Delay In Performance**.

16.2.1 The General Contractor expressly agrees to complete the work within the time specified. Upon request and approval as provided for in the Contract Documents, Owner may grant an extension of the allowable Contract Time when Work on the critical path is delayed by factors or impacts determined to be beyond the General Contactor's control which could not have been reasonably anticipated or contemplated at the time bids for the Work were received. Extension of the Contract Time will not be granted for impacts or delays due to fault or negligence of the General Contractor, or for non-excessive adverse weather conditions, and the Owner reserves the right to charge the General Contractor for all damages and costs to the Owner resulting from delays caused in whole or in part by the General Contractor. No claim for an extension of time for delays shall be considered unless notice is provided to the Owner in writing within twenty (20) business days after commencement of each such occurrence stating the probable duration of the delay and unless the General Contractor establishes by critical path method (CPM) analysis that the impact affects the critical path of the project and delayed the planned Substantial Completion date of the Work.

16.2.2 Claims relating to time shall be made in accordance with the applicable provisions of Chapter 3, Article 9.

16.2.3 If the General Contractor is delayed at any time in the progress or performance of the Work by acts or omissions of the Owner or Professional(s) or by any other cause which the Owner determines may justify the compensation of the General Contractor for the delay, the General Contractor's compensation shall be equitably adjusted. Delays of no material value outside of the General Contractor's control, excluding adverse weather conditions, which affect the critical path are entitled to an extension of time. If the General Contractor is granted an extension of time pursuant to this subsection, the General Contractor shall only be entitled to a pro-rata share of its initial General Condition and Management Fee set forth in its bid for each day of the extension. Delays of no material value outside the General Contractor's control which do not affect the critical path are not entitled to an extension of time, nor are they entitled to a General Conditions Fee, Management Fee or any other overhead and profit markup.

(i) Subsection 9.5.4 shall apply to delays associated with additional work required by the Owner which does not impact the critical path nor require an extension of time.

(ii) Subsection 9.5.5 shall apply to delays associated with additional work required by the Owner which does impact the critical path and does require an extension of time.

(iii) Subsection 16.2.3 shall apply to delays, other than those associated with additional work required by the Owner, which does not impact the critical path, nor warrant an extension of time.

(iv) Subsection 16.2.3 shall apply to delays, other than those associated with additional work required by the Owner, which does impact the critical path, and does warrant an extension of time.

16.3 **Modifications To Time For Performance**. The General Contractor shall determine and promptly notify the Owner and the Professional(s) in writing when it believes adjustments to the required dates of Substantial Completion or Final Completion, or other milestone dates required by the Owner, if any, are necessary, but no such adjustments shall be effective unless approved in writing by the Owner and Professional(s).

16.4 **Early Completion**. The General Contractor may attempt to achieve Substantial Completion before the required date of Substantial Completion. However, such planned early completion shall be for the General Contractor's sole convenience and shall not create any additional General Contractor rights or Owner obligations under this Contract For Construction, nor shall it change the required dates of Substantial Completion or Final Completion. The Owner shall not pay the General Contractor any additional compensation for achievement of Substantial Completion or Final Completion prior to the required dates.

16.5 **Modification Dates Of Substantial Completion Or Final Completion**. The General Contractor may propose modifications to the required dates of Substantial Completion or Final Completion. The Owner may, but is not required to, accept the General Contractor's proposal. Modification(s) of the required dates of Substantial Completion or Final Completion shall be accomplished only by duly authorized and accepted change order(s) stating the new date(s) with specificity and reciting that all references in this Contract For Construction to the required dates of Substantial Completion or Final Completion shall thereafter refer to the date(s) as modified, and all rights and obligations, including the General Contractor's liability for actual damages, delay damages and liquidated damages, shall be determined in relation to the date(s) as modified.

16.6 **Document Review**. The General Contractor shall provide documents to the Owner and Professional(s) for review in accordance with schedule requirements and with sufficient lead time to allow the Owner and Professional(s) reasonable time for review.

ARTICLE 17
LIQUIDATED DAMAGES

17.1 **Time Of The Essence.** The parties hereto mutually understand and agree that time is of the essence in the performance of this Contract For Construction and that the Owner will incur damages if the Work is not completed on time. The General Contractor shall at all times carry out its duties and responsibilities as expeditiously as possible and shall begin, perform and complete its services so that (i) the Work progresses in accordance with the Construction Schedule; (ii) the Work is substantially completed by the required date of Substantial Completion; and (iii) the Work is finally complete by the date of Final Completion.

17.2 **Failure To Timely Achieve Completion.** The parties hereto mutually understand and agree that the Owner will sustain substantial monetary and other damages in the event of a failure or delay by the General Contractor in the completion of the Work. If the General Contractor inexcusably fails to achieve Substantial Completion by the required date of Substantial Completion as established and previously set forth in this Contract For Construction, the General Contractor shall pay to the Owner, as liquidated damages for delay and not as a penalty, the daily amount specified in Chapter 1 for each and every day after the required date of Substantial Completion until Substantial Completion.

17.3 **Compensable Delay.** If the General Contractor is delayed at any time in the progress or performance of the Work by (i) acts or omissions of the Owner or Professional(s); (ii) major changes ordered by the Owner in the scope of Work; or (iii) any other cause which the Owner determines may justify the compensation of the General Contractor for the delay, the General Contractor's compensation shall be equitably adjusted to cover the General Contractor's actual and direct increased costs attributable to such delay.

17.5 **Owner's Right To Withhold Payment.** When it reasonably believes (i) that Substantial Completion will be inexcusably delayed; or (ii) that the General Contractor will fail to achieve Final Completion by the date of Final Completion, the Owner shall be entitled, but not required, to withhold from any amounts otherwise due the General Contractor the daily amount specified for liquidated damages in this Article for each calendar day of the unexcused delay.

17.5.1 If and when the General Contractor overcomes the delay in timely achieving Substantial Completion or Final Completion, or any part thereof, for which the Owner has withheld payment, the Owner shall promptly release to the General Contractor those funds withheld, but no longer applicable, as liquidated damages.

17.5.2 Delay caused by labor disputes, picketing, employee boycotts, or the like which directly or indirectly involves employees of the General Contractor or its subcontractors and suppliers is not the responsibility of the Owner and will result in time extensions only if agreed to in writing by the Owner at the time such events arise.

ARTICLE 18
CONCEALED AND UNFORESEEN CONDITIONS

18.1 **Notification Regarding Unusual Conditions.** If (i) the General Contractor encounters concealed and unforeseen conditions of an unusual nature which affect the performance of the Work; or (ii) the conditions vary from those indicated by the Construction Documents; and (iii) such conditions are not ordinarily found to exist or differ materially from those generally recognized as inherent in work of the character provided by the General Contractor, the General Contractor shall promptly, but in no event later than two (2) business days after first observance of the conditions, notify the appropriate Professional(s) and the Owner before conditions are disturbed and give the Professional(s) or the Owner opportunity to observe the condition in its undisturbed state.

18.1.1 The conditions will be promptly investigated and, if they differ substantially and cause a material increase or decrease in the General Contractor's cost of, or time required for, performance of the Work, compensation or time for performance or both will be equitably adjusted.

18.1.2 All adjustments in compensation or extensions of time shall be by change order. Change order requests must be made within fourteen (14) calendar days from the date of observation of the changed conditions.

18.1.3 The General Contractor's failure to notify the Professional(s) and Owner as provided in this Article shall constitute a waiver of any claim arising out of or relating to such concealed or unknown condition.

ARTICLE 19
GENERAL CONTRACTOR'S RECORDS

19.1 **Preparation Of Records.** The General Contractor shall, concurrently with performance of its services, prepare substantiating records regarding services rendered and goods furnished.

19.2 **Retention Of Records.** The General Contractor shall retain in its records copies of all (i) written communications; (ii) memoranda of verbal communications; (iii) accounting records (including original estimates and estimating work sheets, purchase orders and invoices); (iv) job site notes; (v) daily logs; (vi) reports; (vii) notices; (viii) all subcontract files (including proposals of successful and unsuccessful bidders); (ix) change order files

(including documentation covering negotiated settlements); (x) written policies and procedures, (xi) records necessary to evaluate and verify direct and indirect costs (including by way of example overhead allocations, payroll records, time sheets, rental receipts, fixed asset records); and (xii) other documents such as plans, specifications, submittals, correspondence, minutes, memoranda, tape recordings, videos, accounting records, documents reflecting the unit price of construction and other writings or things which document the Project, its design, its cost, and its construction.

The General Contractor shall maintain substantiating records for five (5) years after the date of Final Completion or for any longer period of time as may be required by law or good construction practice. If the General Contractor receives notification of a dispute or the commencement of litigation regarding the Project within this five-year period, the General Contractor shall continue to maintain all Project records until final resolution of the dispute or litigation.

19.3 **Access To Records.** Upon the request of the Owner, the General Contractor shall make its records available during normal business hours to the Owner, its authorized representative(s) or to any state, federal or other regulatory authority. Any such authority, the Owner and its authorized representative(s) shall be entitled to inspect, examine, review and copy the General Contractor's records at the copying party's reasonable expense, within adequate work space at the General Contractor 's facilities. Failure by the General Contractor to supply substantiating records from itself and its subcontractors and suppliers upon the request of the Owner shall be reason to exclude the related costs from amounts which might otherwise be payable by the Owner pursuant to this Contract For Construction.

19.4 **Grant Funding.** The General Contractor agrees and acknowledges that if this Project is to be funded by Federal and State grant monies, or other local agency monies, the General Contractor shall agree to cooperate with the Owner in order to assure compliance with all requirements of the funding entity applicable to use of the monies, including providing access to and the right to examine relative documents related to the Project and as specifically requested by the Federal or State granting agency. The General Contractor additionally hereby agrees to comply with all requirements of the funding entity applicable to the use of the monies, including receiving no payment until all required forms are completed and submitted. A copy of the requirements shall be supplied to the General Contractor by the Owner upon request.

ARTICLE 20
PROPRIETARY DOCUMENTS AND CONFIDENTIALITY

20.1 **Nature And Use Of Information.** All information, documents, and electronic media furnished by the Owner to the General Contractor (i) belong to the Owner; (ii) are proprietary and confidential; (iii) are furnished solely for use on the Owner's Project; (iv) shall be kept confidential by the General Contractor to the extent permitted by the Florida Public Records law; and (v) shall not be used by the General Contractor on any other project or in connection with any other person or entity, unless disclosure or use thereof in connection with any matter other than services rendered to the Owner hereunder is specifically authorized in writing by the Owner in advance. The Owner hereby grants to the General Contractor a limited license to use and reproduce applicable portions of the Construction Documents necessary for execution of the Work.

All copies made under this license shall bear the statutory copyright notice, if any, shown on the documents.

20.2 **Ownership Of Information.** All information, documents, and electronic media prepared by or on behalf of the General Contractor for the Project are the sole property of the Owner free of any retention rights of the General Contractor. The General Contractor hereby grants to the Owner an unconditional right to use, for any purpose whatsoever, any information, documents or electronic media prepared by or on behalf of the General Contractor for the Project, free of any copyright claims, trade secrets or other proprietary rights with respect to such documents.

20.3 **Disclosure Of Information.** The General Contractor shall not disclose any information it receives from the Owner to any other person or entity except to the extent necessary to allow it to perform its duties under this Contract For Construction.

20.4 **Instructions To Employees.** Because it is difficult to separate proprietary and confidential information from that which is not, the General Contractor shall instruct its employees and agents to regard all information which is not in the public domain as information which is proprietary and confidential to the extent permitted by the Florida Public Records law.

20.5 **Non-Publication.** Submission or distribution of documents to meet official regulatory requirements or for other required purposes in connection with the Project is not to be construed as publication in derogation of the Owner's common law copyrights or other reserved rights.

ARTICLE 21
OWNER'S RIGHT TO STOP WORK OR RIGHT TO CARRY OUT WORK

21.1 **Cease And Desist Order.** If the General Contractor fails or refuses to perform or fails to correct defective Work as required, or persistently fails to carry out the Work in accordance with the Contract For Construction, the Owner may, by written notice, order the General Contractor to cease and desist in performing the Work or any portion of the Work until the cause for the order has been eliminated to the satisfaction of the Owner. Upon receipt of such instruction, the General Contractor shall immediately cease and desist as instructed by the Owner and shall not proceed further until the cause for the Owner's order has been corrected, no longer exists, or the Owner instructs that the Work may resume.

21.1.1 The General Contractor shall not be entitled to an adjustment in the time for performance or the Construction Price under this clause if such stoppages are determined to be the fault of the General Contractor.

21.1.2 The right of the Owner to stop Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the General Contractor or others.

21.1.3 In the event the Owner issues instructions to cease and desist, and in the further event that the General Contractor fails and refuses within seven (7) calendar days to provide adequate assurance to the Owner that the cause of such instructions will be eliminated or corrected, then the Owner shall have the right, but not the obligation, to carry out the Work or any portion of the Work with its

own forces, or with the forces of another General Contractor, and the General Contractor shall be responsible for the cost of performing such Work by the Owner.

21.1.4 The rights set forth herein are in addition to, and without prejudice to, any other rights or remedies the Owner may have against the General Contractor.

21.2 **Right to Carry Out Work.** If the General Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails to commence and continue correction of such default or neglect within seven (7) calendar days after receipt of the written notice from the Owner to do so with diligence and promptness, the Owner may after such seven-day period give the General Contractor a second written notice to correct such deficiencies. The second written notice shall require the General Contractor to correct such default or neglect within three (3) calendar days of receipt of the written notice. If the General Contractor fails to correct such deficiencies the Owner may, without prejudice to other remedies available to the Owner, correct the deficiencies and issue a Change Order deducting from the Contract Price the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Professional's additional services made necessary by the default, neglect or failure. Such action by the Owner and amounts charged to the General Contractor are both subject to prior approval of the Professional. If payment then or therafter due the General Contractor are not sufficient to cover such amounts, the General Contractor shall pay the difference to the Owner.

ARTICLE 22
TERMINATION OR SUSPENSION OF CONTRACT FOR CONSTRUCTION

22.1 **Termination For Cause By Owner.**

22.1.1 The Owner may terminate this Contract For Construction for cause if the General Contractor materially breaches this Contract For Construction by:

(i) refusing, failing or being unable to properly manage or perform on any Project;

(ii) refusing, failing or being unable to supply the Project with sufficient numbers of workers, properly skilled workers, proper materials, or maintain applicable schedules;

(iii) refusing, failing or being unable to make prompt payment to subcontractors or suppliers;

(iv) disregarding laws, ordinances, rules, regulations or orders of any public authority or quasi-public authority having jurisdiction over the Project;

(v) refusing, failing or being unable to substantially perform in accordance with the terms of the Contract For Construction as determined by the Owner, or as otherwise defined elsewhere herein; or

(vi) refusing, failing or being unable to substantially perform in accordance with the terms of any other agreement between the Owner and General

Contractor.

22.1.2 Upon the occurrence of any of the events described in Paragraph 22.1.1, the Owner may give written notice to the General Contractor setting forth the nature of the default and requesting cure within seven (7) calendar days from the date of notice. At any time thereafter, if the General Contractor fails to initiate the cure or if the General Contractor fails to expeditiously continue such cure until complete, the Owner may give written notice to the General Contractor of immediate termination, and the Owner, without prejudice to any other rights or remedies, may take any or all of the following actions:

(i) complete all or any part of the Work, including supplying workers, material and equipment which the Owner deems expedient to complete the Work;

(ii) contract with others to complete all or any part of the Work, including supplying workers, material and equipment which the Owner deems expedient to complete the Work;

(iii) take such other action as is necessary to correct such failure;

(iv) take possession of all materials, tools, construction equipment and machinery on the Site owned or leased by the General Contractor;

(v) directly pay the General Contractor's subcontractors and suppliers compensation due to them from the General Contractor;

(vi) finish the Work by whatever method the Owner may deem expedient; and

(vii) require the General Contractor to assign the General Contractor's right, title and interest in any or all of General Contractor's subcontracts or orders to the Owner.

22.1.3 If the Owner terminates this Contract For Construction for cause, and it is subsequently determined by a court of competent jurisdiction that such termination was without cause, then in such event, said termination shall be deemed a termination for convenience as set forth in Paragraph 22.3.

22.2 **Termination Due To Unavailability of Funds.** When funds are not appropriated or otherwise made available to support continuation of performance under this contract, the contract shall be cancelled and the General Contractor shall be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the goods or services delivered under the contract.

22.3 **Termination Or Suspension For Convenience.** The Owner may at any time give written notice to the General Contractor terminating this Contract For Construction or suspending the Project, in whole or in part, for the Owner's convenience and without cause. If the Owner suspends the Project for convenience, the General Contractor shall immediately reduce its staff, services and outstanding commitments in order to minimize the cost of suspension.

22.4 **General Contractor's Compensation When Owner Terminates For Convenience.** If

this Contract For Construction is (i) terminated by the Owner pursuant to Paragraph 22.3; or (ii) suspended more than three (3)months by the Owner pursuant to Paragraph 22.3, the Owner shall pay the General Contractor specified amounts due for Work actually performed prior to the effective termination date and reasonable costs associated with termination. The Owner may agree to additional compensation, if any, due to the General Contractor. Absent agreement on the additional amount due the General Contractor, the Owner shall pay the General Contractor:

(i) reasonable costs incurred in preparing to perform the terminated portion of the Work, and in terminating the General Contractor's performance, plus a fair and reasonable allowance for overhead and profit thereon (such profit shall not include anticipated profit or consequential damages);

(ii) reasonable costs of settling and paying claims arising out of the termination of subcontracts or supplier orders. These costs shall not include amounts paid in accordance with other provisions hereof.

22.5 **General Contractor's Compensation When Owner Terminates For Cause.** If this Contract For Construction is terminated by the Owner for cause pursuant to Paragraph 22.1, no further payment shall be made to the General Contractor until Final Completion of the Project. At such time, the General Contractor shall be paid the remainder of the Construction Price less all costs and damages incurred by the Owner as a result of the default of the General Contractor, including liquidated damages applicable thereto. The General Contractor shall additionally reimburse the Owner for any additional costs or expenses incurred.

22.6 **Limitation On Termination Compensation.** Irrespective of the reason for termination or the party terminating, the total sum paid to the General Contractor shall not exceed the Contract Construction Price, as properly adjusted, reduced by the amount of payments previously made and penalties or deductions incurred pursuant to any other provision of this Contract For Construction, and shall in no event include duplication of payment.

22.7 **General Contractor's Responsibility Upon Termination.** Irrespective of the reason for termination or the party terminating, if this Contract For Construction is terminated, the General Contractor shall, unless notified otherwise by the Owner,

(i) immediately stop work;

(ii) terminate outstanding orders and subcontracts;

(iii) settle the liabilities and claims arising out of the termination of subcontracts and orders with amounts paid by the Owner; and

(iv) transfer title and deliver to the Owner such completed or partially completed Work, and, if paid for by the Owner, materials, equipment, parts, fixtures, information and such contract rights as the General Contractor has.

22.8 **Lack Of Duty To Terminate.** The right to terminate or suspend the Work shall not give rise to a duty on the part of either the Owner or the General Contractor to exercise that right for the benefit of the Owner, the General Contractor or any other persons or

entities.

22.9 **Limitation On Termination Claim.** If the General Contractor fails to file a claim within one (1) year from the effective date of termination, the Owner shall pay the General Contractor only for services actually performed and expenses actually incurred prior to the effective termination date.

ARTICLE 23
APPLICABLE LAW AND DISPUTE RESOLUTION

23.1 **Applicable State Law.** This Contract For Construction shall be deemed to be entered into in and shall be interpreted under the laws of the State of Florida.

23.2 **Court Actions.** Except as expressly prohibited by law:

(i) all legal actions hereunder shall be conducted only in the Circuit Court sitting in Lake County, Florida and having subject matter jurisdiction over the matter in controversy; except that any final judgment may be enforced in other jurisdictions in any manner provided by law;

(ii) the choice of jurisdiction and venue described in the preceding paragraph shall be mandatory and not permissive in nature, thereby precluding the possibility of litigation or trial in any jurisdiction or venue other than that specified herein;

(iii) the parties waive any right to assert the doctrine of forum *non conveniens* or to object to venue; and

(iv) the parties waive any right to a jury trial, and agree that all legal actions shall be tried, both as to factual and legal issues, only to the Court.

23.3 **Mutual Discussion.** In case of any dispute, claim, question or disagreement arising from or relating to the Project or arising out of this Contract For Construction or the breach thereof, the parties shall first attempt resolution through mutual discussion.

23.4 **Facilitative Mediation.** If the parties cannot resolve any dispute, claim, question, or disagreement arising from or relating to the Project or arising out of this Contract For Construction or the breach thereof through mutual discussion, as a condition precedent to any litigation, the parties shall in good faith participate in private, non-binding facilitative mediation seeking a just and equitable solution satisfactory to all parties.

23.4.1 All parties to a mediation shall promptly provide all other parties to the mediation with copies of essential documentation relevant to the support or defense of the matter being mediated.

23.4.2 The parties shall not be required to mediate for a period greater than ninety (90) calendar days unless otherwise agreed to in writing by the parties. The parties shall share equally any administrative costs and fees of such proceedings, but shall each be responsible for their own expenses otherwise incurred.

23.4.3 In the event that the statute of limitations would run during the required mediation period, either party may institute litigation so as to avoid the running of such

statute upon the condition that such party immediately seek a stay of such litigation pending the conclusion of the mediation period.

23.4.4 During the course of mediation, any party to the mediation may apply for injunctive relief from any court of competent jurisdiction until the mediation period expires or the dispute is otherwise resolved.

23.4.5 The Owner, the Professional(s), the General Contractor, and any other parties involved in any way in the design or construction of the Project are bound, each to each other, by this requirement to mediate prior to commencement of any litigation, provided that they have signed this Contract For Construction or an agreement that incorporates this Contract For Construction by reference or signed any other agreement which binds them to mediate. Each such party agrees that it may be joined as an additional party to a mediation involving other parties under any such agreement. In the case where more than one mediation is begun under any such agreement and any party contends that the mediations are substantially related, the mediations may be conducted by the mediator selected in the first mediation which was commenced.

23.5 **Conflicting Dispute Resolution Provisions.** Neither party to this Contract For Construction shall enter into any contract with regard to the Project which directly or indirectly gives the right to resolve any dispute with, involving, or affecting the other to any other person or legal entity which is in conflict with the dispute resolution procedures required by this Article.

23.6 **Arbitration Preclusion.** In case of a dispute relating to the Project, or arising out of this Contract For Construction, no party to this Contract For Construction shall be required to participate in or be bound by any arbitration proceedings.

23.7 **Performance During Dispute Resolution.** The Owner and the General Contractor agree that pending the resolution of any dispute, controversy, or question, the Owner and the General Contractor shall each continue to perform their respective obligations without interruption or delay, and the General Contractor shall not stop or delay the performance of the Work.

23.8 **Claims and Disputes.**

23.8.1 For purposes of this Contract For Construction, a claim is a demand by one of the parties seeking an adjustment or interpretation of the Contract Documents, Contract Price, Contract Time, or seeking resolution to other disputes or matters in question between the Owner and the General Contractor. Claims must be initiated by written notice to the Professional and other party within twenty-one (21) calendar days after reasonably recognizing that the event giving rise to the claim has or will have a cost or schedule impact, unless another provision of this Contract For Construction sets a different time. Pending final resolution of a claim, except as otherwise agreed to in writing executed by the parties, the General Contractor shall proceed diligently with performance of the Contract For Construction and the Owner shall continue to make payments in accordance with the Contract Documents. A claim shall be filed in accordance with this paragraph if the General Contractor believes that additional cost is involved for reasons including but not limited to (i) a written interpretation from the Professional; (ii) an

order by the Owner to stop the Work where the General Contractor was not at fault; (iii) a written order for a minor change in the Work issued by the Professional; (iv) failure of payment by the Owner; (v) termination of this Contract For Construction by the Owner; (vi) Owner's suspension; or (vii) other reasonable grounds.

23.8.2 Claims shall be referred initially to the Professional for decision. An initial decision by the Professional shall be required as a condition precedent to mediation, arbitration or litigation of all claims between the General Contractor and the Owner, unless thirty (30) calendar days have passed after the claim has been referred to the Professional with no decision having been rendered by the Professional. The Professional shall not decide disputes between the General Contractor and persons or entities other than the Owner.

23.8.3 The Professional shall review claims within ten (10) calendar days of receipt and shall either (i) request additional supporting data from the claimant or a response with supporting data from the other party, to be submitted to the Professional within ten (10) calendar days of receipt of the request; (ii) reject the claim in whole or in part; (iii) approve the claim; (iv) suggest a compromise; or (v) advise the parties that the Professional is unable to resolve the claim. The Professional shall have the option to seek information from or consult with either party or other persons with special knowledge who may assist the Professional in rendering a decision. The Professional may also retain other persons as necessary with prior written approval of the Owner and at the Owner's expense.

23.8.4 The Professional shall approve or reject claims by written decision, which shall state the reasons therefore and which shall notify the parties of any change in the Contract Price, Time or both. When a written decision of the Professional is rendered, the parties shall have sixty (60) calendar days to submit to mediation pursuant to these provisions. Failure to request mediation within this time frame shall result in the Professional's decision becoming final and binding upon the Owner and the General Contractor.

23.8.5 Upon receiving a claim against the General Contractor, the Professional or the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the claim. If the claim relates to the possibility of the General Contractor's default, the Professional or the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

ARTICLE 24
DAMAGES AND REMEDIES

24.1 **General Contractor's Repair.** The General Contractor shall, at its expense, promptly correct, repair, or replace all goods, products, materials, systems, labor and services which do not comply with the warranties and guarantees set forth in this Contract For Construction, or any other applicable warranty or guarantee.

24.2 **General Contractor's Reimbursement.** The General Contractor shall promptly reimburse the Owner for any expenses or damages incurred by the Owner as a result of (i) the General Contractor 's failure to substantially perform in accordance with the terms of this Contract For Construction; (ii) deficiencies or conflicts in the Construction

Documents attributable to the General Contractor or of which the General Contractor was or should have been aware; (iii) breach of the warranties and guarantees set forth in this Contract For Construction or any other applicable warranty or guarantee; or (iv) other acts or omissions of the General Contractor.

24.3 **General Indemnity.** To the fullest extent permitted by law the General Contractor shall secure, defend, protect, hold harmless, and indemnify the Owner and the Owner's Related Parties from and against any and all liability, loss, claims, demands, suits, costs, fees and expenses (including actual fees and expenses of attorneys, expert witnesses, and other consultants), by whomsoever brought or alleged, and regardless of the legal theories upon which premised, including, but not limited to, those actually or allegedly arising out of bodily injury to, or sickness or death of, any person, or property damage or destruction (including loss of use), which may be imposed upon, incurred by or asserted against the Owner or the Owner's Related Parties allegedly or actually arising out of or resulting from the General Contractor's services, including without limitation any breach of contract or negligent act or omission (i) of the General Contractor; or (ii) of the General Contractor's subcontractors or suppliers, or (iii) of the agents, employees or servants of the General Contractor or its subcontractors or suppliers.

24.4 **Intellectual Property Indemnity.** To the fullest extent permitted by law, the General Contractor shall defend, protect, hold harmless, and indemnify the Owner and the Owner's Related Parties from and against any and all liability, loss, claims, demands, suits, costs, fees and expenses (including actual fees and expenses of attorneys, expert witnesses, and other consultants), by whomsoever brought or alleged, for infringement of patent rights, copyrights, or other intellectual property rights, except with respect to designs, processes or products of a particular manufacturer expressly required by the Owner or Professional(s) in writing. If the General Contractor has reason to believe the use of a required design, process or product is an infringement of a patent, the General Contractor shall be responsible for such loss unless such information is promptly given to the Owner.

24.5 **Non-Exclusivity Of Owner's Remedies.** The Owner's selection of one or more remedies for breach of this Contract For Construction contained herein shall not limit the Owner's right to invoke any other remedy available to the Owner under this Contract For Construction or by law.

24.6 **Waiver Of Damages.** The General Contractor shall not be entitled to, and hereby waives any monetary claims for or damages arising from or related to, lost profits, lost business opportunities, unabsorbed overhead or any indirect consequential damages.

24.7 **Interest.** Interest shall be calculated in accordance with Part VII, Chapter 218, Florida Statutes.

ARTICLE 25
MISCELLANEOUS PROVISIONS

25.1 **Integration.** This Contract For Construction represents the entire and integrated agreement between the Owner and the General Contractor, and supersedes all prior negotiations, representations or agreements, either written or oral, for the Project. This Contract For Construction may be amended only by written instruments signed by both

the Owner and the General Contractor, and is subject to such reasonable modifications as may be required by the Owner's lender(s) or insurer(s), if any.

25.2 **Severability.** If any provision of this Contract For Construction, or the application thereof, is determined to be invalid or unenforceable, the remainder of that provision and all other provisions shall remain valid and enforceable.

25.3 **Waiver.** No provision of this Contract For Construction may be waived except by written agreement of the parties. A waiver of any provision on one occasion shall not be deemed a waiver of that provision on any subsequent occasion, unless specifically stated in writing. A waiver of any provision shall not affect or alter the remaining provisions of this Contract For Construction. Furthermore, no action or failure to act by the Owner, Professional, or General Contractor shall constitute a waiver of a right or duty afforded them under this Contract For Construction, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed to in writing.

25.4 **Strict Compliance.** No failure of the Owner to insist upon strict compliance by the General Contractor with any provision of this Contract For Construction shall operate to release, discharge, modify, change or affect any of the General Contractor's obligations.

25.5 **Third-Party Beneficiaries.** This Contract For Construction shall inure solely to the benefit of the parties hereto and their successors and assigns, and, except as otherwise specifically provided in this Contract For Construction, nothing contained in this Contract For Construction is intended to or shall create a contractual relationship with, or any rights or cause of action in favor of, any third party against either the Owner or the General Contractor.

25.6 **Survival.** All provisions of this Contract For Construction which contain continuing obligations shall survive its expiration or termination.

25.7 **Assignment.** Except as prohibited by applicable law, the General Contractor shall not assign any or all of its benefits or executory obligations under this Contract For Construction without the approval of the Owner. This includes a merger, stock buyout, or other form of transfer of ownership. The Owner and the General Contractor bind their successors and assigns to the other party to this Contract For Construction. Violation of this section shall be deemed a breach of contract and shall entitle the Owner to terminate this Contract for Construction with cause.

25.8 **Public Entity Crimes.** A person or affiliate who has been placed on the convicted vendor list following a conviction of a public entity crime may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

25.9 **Prohibition Against Contingent Fees.** General Contractor warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for the General Contractor to solicit or secure this Contract and that they have not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the General Contractor, any fee, commission,

percentage, gift or other consideration contingent upon or resulting from the award or making of this Contract.

25.10 **Non-Discrimination.** During the term of this Agreement General Contractor assures Owner that it is in compliance with Title VII of the 1964 Civil Rights Act, as amended, and the Florida Civil Rights Act of 1992, in that General Contractor does not on the grounds of race, color, national origin, religion, sex, age, disability or marital status, discriminate in any form or manner against General Contractor's employees or applicants for employment. General Contractor understands and agrees that this Agreement is conditioned upon the veracity of this statement of assurance.

25.11 **Right to Audit.** The Owner reserves the right to require the General Contractor to submit to an audit by any auditor of the Owner's choosing. General Contractor shall provide access to all of its records, which relate directly or indirectly to this Agreement at its place of business during regular business hours. General Contractor shall retain all records pertaining to this Agreement and upon request make them available to the Owner for three (3) years following expiration of the Agreement. General Contractor agrees to provide such assistance as may be necessary to facilitate the review or audit by the Owner to ensure compliance with applicable accounting and financial standards. Additionally, General Contractor agrees to include the requirements of this provision in all contracts with subcontractors and material suppliers in connection with the work performed hereunder. If an audit inspection or examination pursuant to this section discloses overpricing or overcharges of any nature by the General Contractor to the Owner in excess of one percent (1%) of the total contract billings, in addition to making adjustments for the overcharges, the reasonable actual costs of the Owner's audit shall be reimbursed to the Owner by the General Contractor. Any adjustments and/or payments which must be made as a result of any such audit or inspection of the General Contractor's invoices and/or records shall be made within a reasonable amount of time, but in no event shall the time exceed ninety (90) days, from presentation of the Owner's audit findings to the General Contractor.

ARTICLE 26
DEFINITIONS

When one of the following capitalized words, terms or phrases is used in this contract, it shall be interpreted or construed first as defined below, second according to its generally accepted meaning in the construction industry, and third according to its common and customary usage.

General Contractor: An entity, including but not limited to a general contractor, a trade contractor or a construction manager, engaged directly by the Owner pursuant to a Contract For Construction.

Construction Price: The dollar amount for which a General Contractor agrees to perform the Work set forth in a Contract For Construction.

Construction Documents: Plans, specifications, change orders, revisions, addenda, and other information which set forth in detail the Work.

Construction Schedule: The timetable which sets forth pertinent dates for timely completion of the Work.

Contract For Construction: A written agreement between the Owner and a General Contractor for provision of goods, products, materials, equipment, systems, management, supervision, labor and services required to construct all or part of a Project.

Contract For Professional Services: A written agreement between the Owner and a Professional for provision of services and related items required to design or engineer all or part of a Project.

Declaration Of Substantial Completion: Document declaring the Work substantially complete and suitable for occupancy or beneficial use by the Owner.

Final Completion: The stage of construction when the Work has been completed in accordance with the Contract For Construction and the Owner has received all documents and items necessary for closeout of the Work.

Hazardous Substances: The term "Hazardous Substance" shall have the same meaning and definition as set forth in the Comprehensive Environmental Response Compensation and Liability Act as amended, 42 U.S.C. § 6901 *et seq.*, and regulations promulgated thereunder (collectively "CERCLA") and any corresponding state or local law or regulation, and shall also include: (a) any Pollutant or Contaminant as those terms are defined in CERCLA; (b) any Solid Waste or Hazardous Constituent as those terms are defined by, or are otherwise identified by, the Resource Conservation and Recovery Act as amended, 42 U.S.C. § 6901 *et seq.*, and regulations promulgated thereunder (collectively "RCRA") and any corresponding state or local law or regulation; (c) crude oil, petroleum and fractions of distillates thereof; (d) any other material, substance or chemical defined, characterized or regulated as toxic or hazardous under any applicable law, regulation, ordinance, directive or ruling; and (e) any infectious or medical waste as defined by any applicable federal or state laws or regulations.

Owner's Related Parties: Any parent, subsidiary or affiliated entities of the Owner, including the respective officers, trustees, office holders, directors, shareholders, partners, and employees of each.

Professional: An entity, including but not limited to an architect, civil engineer or geotechnical engineer, engaged directly by the Owner to provide design or engineering services.

Project: A planned construction undertaking as more specifically described immediately preceding the recitals in Chapter 1 of a Contract For Professional Services or in a Contract For Construction.

Project Design Schedule: The timetable which sets forth the required relationships between, and pertinent dates for, required completion of design and engineering services, documents and related activities.

Site: The geographical location of a Project, usually defined by legal boundary lines, and the location characteristics including, but not limited to, grades and lines of streets, alleys, pavements and adjoining structures, rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, existing buildings and improvements, and service and utility lines.

Substantial Completion: The stage of construction when the Owner can occupy or beneficially use satisfactorily completed Work for its intended purpose.

Total Project Construction Cost: The total cost to the Owner to complete construction of the Project, including, without limitation, the Work, the cost of utilities, the cost of fees for permits and licenses, and modifications necessitated by local conditions.