Meeting Date
August 5, 2014

AGENDA	
Section	PUBLIC HEARING
Item No.	III.A

AGENDA REPORT

BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS

SUBJECT:	PUBLIC HEARING, RE: FY 2014-15 BREVARD COUNTY HOME CONSORTIUM CONSOLIDATED ONE YEAR ACTION PLAN (Fiscal Impact: None)
DEPT/OFFICE:	HOUSING AND HUMAN SERVICES DEPARTMENT

Requested Action:

It is requested that the Board of County Commissioners approve the FY 2014-2015 Brevard County HOME Annual Action Plan, and authorize the Chairman to execute the required certifications and SF-424 HUD Application for Federal Assistance for the CDBG & HOME Programs. Additionally, it is also requested that the County Manager or his designee be authorized to execute the CDBG and HOME Program Grant Agreements and the Disbursement Agreements with the four HOME Consortium member cities upon approval from HUD, and authorize the County Manager or his designee to sign contractual agreements for projects identified in the Action Plan after approval from Risk Management and the County Attorney's Office. Finally, authorize the Housing and Human Services Department, as contract administrators, to use competitive bids to secure contractors to complete proposed projects.

Summary Explanation & Background:

As required by the U.S. Department of Housing and Urban Development, on July 22, 2014, the Board of County Commissioners conducted a Public Hearing for the purpose of receiving public comments on the goals and priorities set forth in the 2014-2015 Annual Action Plan.

Annually, the HOME Consortium, which consists of Brevard County as the Lead Agency and the cities of Titusville, Cocoa, Melbourne, and Palm Bay, must prepare and submit as one document, an Annual Action Plan using the goals and priorities established in the Five Year Consolidated Plan. The Annual Action Plan provides an implementation guide for the broad goals and priorities outlined in the Five Year Consolidated Plan. Consortium members work together to develop strategies on how HOME funds and other identified resources will be utilized to assist very low income ($30,350 for a family of 4), and low income ($48,550 for a family of 4) households in achieving decent, safe, and affordable housing.

For FY 2014-2015 HOME funds will be awarded to the County and disbursed to the cities through a disbursement agreement utilizing a HUD defined formula. Funds are distributed on a reimbursement basis. The Consortium will receive a total of $624,092 in HOME funds for FY 2014-2015 to begin on October 1, 2014. The County will receive $152,072.48 and the cities will receive $472,019.52 (Titusville - $88,539.20; Cocoa - $47,031.36; Melbourne - $150,516.64; and Palm Bay - $185,932.32).

(CONTINUED ON THE NEXT PAGE)

Clerk to the Board instruction: Please have Chair sign SF 424 forms and Certifications

Exhibits Attached: FY 2014-2015 Annual Action Plan, Public Notice, SF 424 forms, Certification forms

Contract /Agreement (If attached): Reviewed by County Attorney	**Yes**	☐	**No**	☐	PR ☐

County Manager		Department Director / Extension – Ian Golden 5-2076
Stockton Whitten	Assistant County Manager – Venetta Valdengo	

RECEIVED
JUL 22 2014
County Manager's Office

For CDBG, each Consortium member formulates its own separate Annual Action Plan. Within their respective jurisdictions, each will spend CDBG funds promoting safe neighborhoods, capital improvements, economic development, public services, improvements for public housing and the homeless, as well as providing other housing assistance programs. Unlike HOME funding, each consortium member receives a direct CDBG allocation from HUD. Unlike HOME funding, each Consortium Member receives a direct CDBG allocation from HUD. For FY 2014-2015 Brevard County will receive $1,170,088 in CDBG funds.

Public meetings on the FY 2014-2015 Annual Action Plan were publicly announced and held on February 27, 2014 and March 20, 2014. On June 16, 2014, a 30-day comment period was initiated through a public notice which was published in the Florida TODAY, outlining the recommended allocation of funds, notifying residents of the Public Hearing which was held on July 22, 2014, and final adoption of the Plan scheduled for August 5, 2014. All public comments received to date have been included in the Annual Action Plan.

Fiscal Impact: FY – 13-14 – There will be no impact to the General Fund.
Funds will be budgeted in HOME Cost Center 1472-303052 and CDBG Cost Center 1470-303051.
FY – 14-15 – There will be no impact to the General Fund

Contact: Chenita Joiner, Community Development and Resource Manager (633-2007)

BREVARD County
BOARD OF COUNTY COMMISSIONERS

FLORIDA'S SPACE COAST

Tammy Etheridge, Clerk to the Board, 400 South Street • P.O. Box 999, Titusville, Florida 32781-0999

Telephone: (321) 637-2001
Fax: (321) 264-6972

August 6, 2014

M E M O R A N D U M

TO: Ian Golden, Housing and Human Services Director Attn: Chenita Joiner

RE: Item III.A., FY 2014-2015 Brevard County HOME Consortium Consolidated One-Year Action Plan

The Board of County Commissioners, in regular session on August 5, 2014, approved the FY 2014-2015 Brevard County HOME Annual Action Plan; authorized the Chairman to execute the required certifications and SF-424 HUD Application for Federal Assistance for the CDBG and HOME Programs; authorized the County Manager or his designee to execute the CDBG and HOME Program Grant Agreements and the Disbursement Agreements with the four HOME Consortium member cities, upon approval from HUD; authorized the County Manager or his designee to sign contractual agreements for projects identified in the Action Plan after approval from Risk Management and the County Attorney's Office; and authorized your office, as contract administrators, to use competitive bids to secure contractors to complete proposed projects. Enclosed are the original SF424 Forms and Certifications.

Your continued cooperation is greatly appreciated.

Sincerely,

BOARD OF COUNTY COMMISSIONERS
SCOTT ELLIS, CLERK

Tammy Etheridge

Tammy Etheridge, Deputy Clerk

Encls. (a/s)

cc: Finance
Budget

BREVARD County
BOARD OF COUNTY COMMISSIONERS

FLORIDA'S SPACE COAST

Tammy Etheridge, Clerk to the Board, 400 South Street • P.O. Box 999, Titusville, Florida 32781-0999

Telephone: (321) 637-2001
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August 6, 2014

M E M O R A N D U M

TO: Ian Golden, Housing and Human Services Director Attn: Chenita Joiner

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Your continued cooperation is greatly appreciated.

Sincerely,

BOARD OF COUNTY COMMISSIONERS
SCOTT ELLIS, CLERK

Tammy Etheridge

Tammy Etheridge, Deputy Clerk

Encls. (a/s)

cc: Finance
Budget

RECEIVED

AUG 11 2014

HOUSING/HUMAN SERV

Received
JUN 08 2016
District 2 County Commission

Brevard COUNTY
Central Services

Florida's Space Coast

Facilities Department
2725 Judge Fran Jamieson Way, Suite A207
Viera, FL 32940-6605

(321) 633-2050
FAX: (321) 633-2051
www.brevardcounty.us/centralservices/facilities

TO: Commissioner Jim Barfield, District 2

FROM: Mary Bowers, Support Services Manager, Facilities

DATE: June 7, 2016

SUBJECT: B-5-16-74 School House Street Paving & Drainage Improvements Contracts

Enclosed please three (3) each original contracts with Jobear Construction for the School House Street Paving & Drainage Improvements.

Please sign all three (3) originals **and forward to the Clerk to the Board for attesting, Mail Stop #27.**

Should you have any questions please contact our office at 633-2050.

Thank you.

/mb

Enclosures

Note: **Clerk to the Board** – please return two (2) originals to Mary Bowers, Facilities, Mail Stop #81; retain one (1) original each for your records.

BREVARD COUNTY

In FY 2014-15, the County's CDBG Program will undertake the activities listed below.

SUMMARY OF 2014-2015 CDBG FUNDED ACTIVITIES

MATRIX #	PROJECT NAME	FUNDING AMOUNT	OBJECTIVE	OUTCOME	PRIORITY NEED	ACCOMPLISHMENT TYPE	ANNUAL NUMERIC GOAL
05	Cuyler Community Learning Center	$66,923	Suitable Living Environment	Sustainability	Public Services	People	300
05	Central Brevard Sharing Center	$45,246	Suitable Living Environment	Sustainability	Public Services	People	1450
05	Early Learning Coalition	$18,098	Economic Opportunity	Availability/ Accessibility	Public Services	People	95
05	Community Services Council	$22,623	Suitable Living Environment	Sustainability	Public Services	People	20
05	AMI Kids Space Coast	$22,623	Suitable Living Environment	Sustainability	Public Services	People	66
		$175,513					
02	Demolition	$21,000	Suitable Living Environment	Availability/ Accessibility	Demolition and Clearance	People	3
03F	West Cocoa Pocket Park	$273,900	Suitable Living Environment	Availability/ Accessibility	Public Facility	People	2044
03J	Woody Simpson Park Community Room	$155,219	Suitable Living Environment	Availability/ Accessibility	Public Facility	People	1557
03I	Schoolhouse Paving & Drainage	$155,220	Suitable Living Environment	Availability/ Accessibility	Infrastructure	People	1549
03I	Burnett Rd Beautification/Sidewalks	$155,219	Suitable Living Environment	Availability/ Accessibility	Infrastructure	People	2044
21A	CDBG Program Administration	$234,017	Suitable Living Environment	Availability/ Accessibility Sustainability	Administration	Other	N/A
CDBG TOTALS		$1,170,088					

CDBG Project Descriptions for FY 2014-2015

Burnett Rd. Beautification & Sidewalks
This project will consist of sidewalk construction, lighting, landscaping and some drainage improvements.

Schoolhouse Paving and Drainage
This project consists of the design and construction of roadway and drainage improvements.

Woody Simpson Park Community Room
This project will consist of the construction of a multi-purpose building for the purpose of carrying out needed services and activities for the low to moderate income persons living in Merritt Island.

West Cocoa Pocket Park
This project will consist of the design and construction of a low-impact Park for the West Cocoa neighborhood.

CPMP Non-State Grantee Certifications

Many elements of this document may be completed electronically, however a signature must be manually applied and the document must be submitted in paper form to the Field Office.

☐ This certification does not apply.
☒ This certification is applicable.

NON-STATE GOVERNMENT CERTIFICATIONS

In accordance with the applicable statutes and the regulations governing the consolidated plan regulations, the jurisdiction certifies that:

Affirmatively Further Fair Housing -- The jurisdiction will affirmatively further fair housing, which means it will conduct an analysis of impediments to fair housing choice within the jurisdiction, take appropriate actions to overcome the effects of any impediments identified through that analysis, and maintain records reflecting that analysis and actions in this regard.

Anti-displacement and Relocation Plan -- It will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, and implementing regulations at 49 CFR 24; and it has in effect and is following a residential antidisplacement and relocation assistance plan required under section 104(d) of the Housing and Community Development Act of 1974, as amended, in connection with any activity assisted with funding under the CDBG or HOME programs.

Drug Free Workplace -- It will or will continue to provide a drug-free workplace by:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
2. Establishing an ongoing drug-free awareness program to inform employees about –
   a. The dangers of drug abuse in the workplace;
   b. The grantee's policy of maintaining a drug-free workplace;
   c. Any available drug counseling, rehabilitation, and employee assistance programs; and
   d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph 1;
4. Notifying the employee in the statement required by paragraph 1 that, as a condition of employment under the grant, the employee will –
   a. Abide by the terms of the statement; and
   b. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 4(b) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 4(b), with respect to any employee who is so convicted –
   a. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
   b. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1, 2, 3, 4, 5 and 6.

Anti-Lobbying -- To the best of the jurisdiction's knowledge and belief:

8. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
9. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
10. It will require that the language of paragraph 1 and 2 of this anti-lobbying certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

Authority of Jurisdiction -- The consolidated plan is authorized under State and local law (as applicable) and the jurisdiction possesses the legal authority to carry out the programs for which it is seeking funding, in accordance with applicable HUD regulations.

Consistency with plan -- The housing activities to be undertaken with CDBG, HOME, ESG, and HOPWA funds are consistent with the strategic plan.

Section 3 -- It will comply with section 3 of the Housing and Urban Development Act of 1968, and implementing regulations at 24 CFR Part 135.

Mary Bolin Lewis

Signature/Authorized Official

8/5/2014

Date

Mary Bolin Lewis

Name

Approved on August 5, 2014
Chairman, Board of County Commissioners

Title

2725 Judge Fran Jamieson Way

Address

Viera, Florida 32940

City/State/Zip

321-633-2076

Telephone Number

☐ This certification does not apply.
☒ This certification is applicable.

Specific CDBG Certifications

The Entitlement Community certifies that:

Citizen Participation -- It is in full compliance and following a detailed citizen participation plan that satisfies the requirements of 24 CFR 91.105.

Community Development Plan -- Its consolidated housing and community development plan identifies community development and housing needs and specifies both short-term and long-term community development objectives that provide decent housing, expand economic opportunities primarily for persons of low and moderate income. (See CFR 24 570.2 and CFR 24 part 570)

Following a Plan -- It is following a current consolidated plan (or Comprehensive Housing Affordability Strategy) that has been approved by HUD.

Use of Funds -- It has complied with the following criteria:

11. Maximum Feasible Priority - With respect to activities expected to be assisted with CDBG funds, it certifies that it has developed its Action Plan so as to give maximum feasible priority to activities which benefit low and moderate income families or aid in the prevention or elimination of slums or blight. The Action Plan may also include activities which the grantee certifies are designed to meet other community development needs having a particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community, and other financial resources are not available);

12. Overall Benefit - The aggregate use of CDBG funds including section 108 guaranteed loans during program year(s) 2014, 2015, 2016, (a period specified by the grantee consisting of one, two, or three specific consecutive program years), shall principally benefit persons of low and moderate income in a manner that ensures that at least 70 percent of the amount is expended for activities that benefit such persons during the designated period;

13. Special Assessments - It will not attempt to recover any capital costs of public improvements assisted with CDBG funds including Section 108 loan guaranteed funds by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged or assessment made as a condition of obtaining access to such public improvements.

    However, if CDBG funds are used to pay the proportion of a fee or assessment that relates to the capital costs of public improvements (assisted in part with CDBG funds) financed from other revenue sources, an assessment or charge may be made against the property with respect to the public improvements financed by a source other than CDBG funds.

    The jurisdiction will not attempt to recover any capital costs of public improvements assisted with CDBG funds, including Section 108, unless CDBG funds are used to pay the proportion of fee or assessment attributable to the capital costs of public improvements financed from other revenue sources. In this case, an assessment or charge may be made against the property with respect to the public improvements financed by a source other than CDBG funds. Also, in the case of properties owned and occupied by moderate-income (not low-income) families, an assessment or charge may be made against the property for public improvements financed by a source other than CDBG funds if the jurisdiction certifies that it lacks CDBG funds to cover the assessment.

Excessive Force -- It has adopted and is enforcing:

14. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and

15. A policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction;

Compliance With Anti-discrimination laws -- The grant will be conducted and administered in conformity with title VI of the Civil Rights Act of 1964 (42 USC 2000d), the Fair Housing Act (42 USC 3601-3619), and implementing regulations.

Lead-Based Paint -- Its activities concerning lead-based paint will comply with the requirements of part 35, subparts A, B, J, K and R, of title 24;

Compliance with Laws -- It will comply with applicable laws.

Mary Bolin Lewis

Signature/Authorized Official

8/5/2014

Date

Mary Bolin Lewis

Name

Approved on August 5, 2014
Chairman, Board of County Commissioners

Title

2725 Judge Fran Jamieson Way

Address

Viera, Florida 32940

City/State/Zip

321-633-2076

Telephone Number

☒ This certification does not apply.
☐ This certification is applicable.

OPTIONAL CERTIFICATION
CDBG

Submit the following certification only when one or more of the activities in the action plan are designed to meet other community development needs having a particular urgency as specified in 24 CFR 570.208(c):

The grantee hereby certifies that the Annual Plan includes one or more specifically identified CDBG-assisted activities, which are designed to meet other community development needs having a particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community and other financial resources are not available to meet such needs.

Signature/Authorized Official

Date

Name

Title

Address

City/State/Zip

Telephone Number

☐ This certification does not apply.
☒ This certification is applicable.

Specific HOME Certifications

The HOME participating jurisdiction certifies that:

Tenant Based Rental Assistance -- If the participating jurisdiction intends to provide tenant-based rental assistance:

> The use of HOME funds for tenant-based rental assistance is an essential element of the participating jurisdiction's consolidated plan for expanding the supply, affordability, and availability of decent, safe, sanitary, and affordable housing.

Eligible Activities and Costs -- it is using and will use HOME funds for eligible activities and costs, as described in 24 CFR § 92.205 through 92.209 and that it is not using and will not use HOME funds for prohibited activities, as described in § 92.214.

Appropriate Financial Assistance -- before committing any funds to a project, it will evaluate the project in accordance with the guidelines that it adopts for this purpose and will not invest any more HOME funds in combination with other Federal assistance than is necessary to provide affordable housing;

Mary Bolin Lewis

Signature/Authorized Official

8/5/2014

Date

Mary Bolin Lewis

Name

Approved on August 5, 2014
Chairman, Board of County Commissioners

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2725 Judge Fran Jamieson Way

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Viera, Florida 32940

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321-633-2076

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☒ **This certification does not apply.**
☐ **This certification is applicable.**

HOPWA Certifications

The HOPWA grantee certifies that:

Activities -- Activities funded under the program will meet urgent needs that are not being met by available public and private sources.

Building -- Any building or structure assisted under that program shall be operated for the purpose specified in the plan:

1. For at least 10 years in the case of assistance involving new construction, substantial rehabilitation, or acquisition of a facility,

2. For at least 3 years in the case of assistance involving non-substantial rehabilitation or repair of a building or structure.

Signature/Authorized Official

Date

Name

Title

Address

City/State/Zip

Telephone Number

☒ **This certification does not apply.**
☐ **This certification is applicable.**

ESG Certifications

I, , Chief Executive Officer of **Error! Not a valid link.**, certify that the local government will ensure the provision of the matching supplemental funds required by the regulation at 24 *CFR* 576.51. I have attached to this certification a description of the sources and amounts of such supplemental funds.

I further certify that the local government will comply with:

1. The requirements of 24 *CFR* 576.53 concerning the continued use of buildings for which Emergency Shelter Grants are used for rehabilitation or conversion of buildings for use as emergency shelters for the homeless; or when funds are used solely for operating costs or essential services.

2. The building standards requirement of 24 *CFR* 576.55.

3. The requirements of 24 *CFR* 576.56, concerning assurances on services and other assistance to the homeless.

4. The requirements of 24 *CFR* 576.57, other appropriate provisions of 24 *CFR* Part 576, and other applicable federal laws concerning nondiscrimination and equal opportunity.

5. The requirements of 24 *CFR* 576.59(b) concerning the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970.

6. The requirement of 24 *CFR* 576.59 concerning minimizing the displacement of persons as a result of a project assisted with these funds.

7. The requirements of 24 *CFR* Part 24 concerning the Drug Free Workplace Act of 1988.

8. The requirements of 24 *CFR* 576.56(a) and 576.65(b) that grantees develop and implement procedures to ensure the confidentiality of records pertaining to any individual provided family violence prevention or treatment services under any project assisted with ESG funds and that the address or location of any family violence shelter project will not be made public, except with written authorization of the person or persons responsible for the operation of such shelter.

9. The requirement that recipients involve themselves, to the maximum extent practicable and where appropriate, homeless individuals and families in policymaking, renovating, maintaining, and operating facilities assisted under the ESG program, and in providing services for occupants of these facilities as provided by 24 *CFR* 76.56.

10. The requirements of 24 *CFR* 576.57(e) dealing with the provisions of, and regulations and procedures applicable with respect to the environmental review responsibilities under the National Environmental Policy Act of 1969 and related

authorities as specified in 24 *CFR* Part 58.

11. The requirements of 24 *CFR* 576.21(a)(4) providing that the funding of homeless prevention activities for families that have received eviction notices or notices of termination of utility services will meet the requirements that: (A) the inability of the family to make the required payments must be the result of a sudden reduction in income; (B) the assistance must be necessary to avoid eviction of the family or termination of the services to the family; (C) there must be a reasonable prospect that the family will be able to resume payments within a reasonable period of time; and (D) the assistance must not supplant funding for preexisting homeless prevention activities from any other source.

12. The new requirement of the McKinney-Vento Act (42 *USC* 11362) to develop and implement, to the maximum extent practicable and where appropriate, policies and protocols for the discharge of persons from publicly funded institutions or systems of care (such as health care facilities, foster care or other youth facilities, or correction programs and institutions) in order to prevent such discharge from immediately resulting in homelessness for such persons. I further understand that state and local governments are primarily responsible for the care of these individuals, and that ESG funds are not to be used to assist such persons in place of state and local resources.

13. HUD's standards for participation in a local Homeless Management Information System (HMIS) and the collection and reporting of client-level information.

I further certify that the submission of a completed and approved Consolidated Plan with its certifications, which act as the application for an Emergency Shelter Grant, is authorized under state and/or local law, and that the local government possesses legal authority to carry out grant activities in accordance with the applicable laws and regulations of the U. S. Department of Housing and Urban Development.

Signature/Authorized Official

Date

Name

Title

Address

City/State/Zip

Telephone Number

☐ This certification does not apply.
☒ This certification is applicable.

APPENDIX TO CERTIFICATIONS

Instructions Concerning Lobbying and Drug-Free Workplace Requirements

Lobbying Certification
This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Drug-Free Workplace Certification

1. By signing and/or submitting this application or grant agreement, the grantee is providing the certification.
2. The certification is a material representation of fact upon which reliance is placed when the agency awards the grant. If it is later determined that the grantee knowingly rendered a false certification, or otherwise violates the requirements of the Drug-Free Workplace Act, HUD, in addition to any other remedies available to the Federal Government, may take action authorized under the Drug-Free Workplace Act.
3. Workplaces under grants, for grantees other than individuals, need not be identified on the certification. If known, they may be identified in the grant application. If the grantee does not identify the workplaces at the time of application, or upon award, if there is no application, the grantee must keep the identity of the workplace(s) on file in its office and make the information available for Federal inspection. Failure to identify all known workplaces constitutes a violation of the grantee's drug-free workplace requirements.
4. Workplace identifications must include the actual address of buildings (or parts of buildings) or other sites where work under the grant takes place. Categorical descriptions may be used (e.g., all vehicles of a mass transit authority or State highway department while in operation, State employees in each local unemployment office, performers in concert halls or radio stations).
5. If the workplace identified to the agency changes during the performance of the grant, the grantee shall inform the agency of the change(s), if it previously identified the workplaces in question (see paragraph three).
6. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant: Place of Performance (Street address, city, county, state, zip code) Check if there are workplaces on file that are not identified here. The certification with regard to the drug-free workplace is required by 24 CFR part 21.

Place Name	Street	City	County	State	Zip
Brevard County Housing and Human Services	2725 Judge Fran Jamieson Way; B-106	Viera	Brevard	FL	32940

7. Definitions of terms in the Nonprocurement Suspension and Debarment common rule and Drug-Free Workplace common rule apply to this certification. Grantees' attention is called, in particular, to the following definitions from these rules: "Controlled substance" means a controlled substance in Schedules I through V of the Controlled
Substances Act (21 U.S.C. 812) and as further defined by regulation (21 CFR 1308.11 through 1308.15); "Conviction" means a finding of guilt (including a plea of *nolo contendere*) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes; "Criminal drug statute" means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, use, or possession of any

controlled substance; "Employee" means the employee of a grantee directly engaged in the performance of work under a grant, including:

a. All "direct charge" employees;
b. all "indirect charge" employees unless their impact or involvement is insignificant to the performance of the grant; and
c. temporary personnel and consultants who are directly engaged in the performance of work under the grant and who are on the grantee's payroll. This definition does not include workers not on the payroll of the grantee (e.g., volunteers, even if used to meet a matching requirement; consultants or independent contractors not on the grantee's payroll; or employees of subrecipients or subcontractors in covered workplaces).

Note that by signing these certifications, certain documents must completed, in use, and on file for verification. These documents include:

1. Analysis of Impediments to Fair Housing
2. Citizen Participation Plan
3. Anti-displacement and Relocation Plan

Signature/Authorized Official

8/5/2014

Date

Mary Bolin Lewis

Name

Approved on August 5, 2014
Chairman, Board of County Commissioners

Title

2725 Judge Fran Jamieson Way

Address

Viera, Florida 32940

City/State/Zip

321-633-2076

Telephone Number

SF 424

The SF 424 is part of the CPMP Annual Action Plan. SF 424 form fields are included in this document. Grantee information is linked from the 1CPMP.xls document of the CPMP tool.

SF 424

Complete the fillable fields (blue cells) in the table below. The other items are pre-filled with values from the Grantee Information Worksheet.

Date Submitted 8/5/2014	Applicant Identifier M14-DC-12-0200	**Type of Submission**	
Date Received by state	State Identifier	**Application**	**Pre-application**
Date Received by HUD	Federal Identifier	☐ Construction	☐ Construction
		☒ Non Construction	☐ Non Construction
Applicant Information			
Jurisdiction **Brevard County Board of County Commissioners**		UOG Code	
Street Address Line 1 2725 Judge Fran Jamieson Way		Organizational DUNS	
Street Address Line 2 Building B-106		Organizational Unit	
City Viera	Florida	Department	
ZIP 32940	Country U.S.A.	Division	
Employer Identification Number (EIN):		County	
59-6000523		Program Year Start Date (MM/DD) 10/1/2014	
Applicant Type:		**Specify Other Type if necessary:**	
Local Government: Brevard County Board of County Commisioners		Specify Other Type	
Program Funding		**U.S. Department of Housing and Urban Development**	
Catalogue of Federal Domestic Assistance Numbers			
Community Development Block Grant		14.218 Entitlement Grant	
CDBG Project Titles Demolition, Public Services, Infrastructure, Administration		Description of Areas Affected by CDBG Project(s) Local Neighborhood Strategy Areas	
$CDBG Grant Amount 1,170,088	$Additional HUD Grant(s) Leveraged NA	Describe	
$Additional Federal Funds Leveraged NA		$Additional State Funds Leveraged NA	
$Locally Leveraged Funds NA		$Grantee Funds Leveraged NA	
$Anticipated Program Income Unknown		Other (Describe) NA	
Total Funds Leveraged for CDBG-based Project(s) NA			
Home Investment Partnerships Program		14.239 HOME	
HOME Project Titles CHDO, Purchase Assistance, Owner Rehabilitation, TBRA, Administration, Fair Housing, Acquisition/Resale/Rental		Description of Areas Affected by HOME Project(s) Unincorporated Brevard County,cities of Titusville, Cocoa, Melbourne, Palm Bay	
$HOME Grant Amount 624,092	$Additional HUD Grant(s) Leveraged NA	Describe NA	
$Additional Federal Funds Leveraged NA		$Additional State Funds Leveraged $156,023	

$Locally Leveraged Funds NA	$Grantee Funds Leveraged NA
$Anticipated Program Income Unknown	Other (Describe) NA
Total Funds Leveraged for HOME-based Project(s)	

Housing Opportunities for People with AIDS N/A	14.241 HOPWA	
HOPWA Project Titles	Description of Areas Affected by HOPWA Project(s)	
$HOPWA Grant Amount	$Additional HUD Grant(s) Leveraged	Describe
$Additional Federal Funds Leveraged	$Additional State Funds Leveraged	
$Locally Leveraged Funds	$Grantee Funds Leveraged	
$Anticipated Program Income	Other (Describe)	
Total Funds Leveraged for HOPWA-based Project(s)		

Emergency Shelter Grants Program N/A	14.231 ESG	
ESG Project Titles	Description of Areas Affected by ESG Project(s)	
$ESG Grant Amount	$Additional HUD Grant(s) Leveraged	Describe
$Additional Federal Funds Leveraged	$Additional State Funds Leveraged	
$Locally Leveraged Funds	$Grantee Funds Leveraged	
$Anticipated Program Income	Other (Describe)	
Total Funds Leveraged for ESG-based Project(s)		

Congressional Districts of: 15M & 24th		Is application subject to review by state Executive Order 12372 Process?	
Applicant Districts	Project Districts		
Is the applicant delinquent on any federal debt? If "Yes" please include an additional document explaining the situation.		☐ Yes	This application was made available to the state EO 12372 process for review on DATE
		☒ No	Program is not covered by EO 12372
☐ Yes	☒ No	☐ N/A	Program has not been selected by the state for review

Person to be contacted regarding this application		
First Name Ian	Middle Initial	Last Name Golden
Title Director	Phone 321.633.2007	Fax 321.633.2026
eMail Ian.Golden@Brevard County.Us	Grantee Website www.brevardcounty.us	Other Contact
Signature of Authorized Representative Mary Bolin Lewis Mary Bolin Lewis, Chairman Board of County Commissioners		Date Signed 8/5/2014

4th Program Year Action Plan FY 2014-2015

The CPMP Annual Action Plan includes the SF 424 and Narrative Responses to Action Plan questions that CDBG, HOME, HOPWA, and ESG grantees must respond to each year in order to be compliant with the Consolidated Planning Regulations.

Narrative Responses

GENERAL

Executive Summary

The fourth (4) Program Year of the 2011-2016 five (5) year Consolidated Plan.

The Annual Action Plan for Fiscal Year (FY) 2014-2015 provides a description of the activities Brevard County will undertake between October 1, 2014 and September 30, 2015 utilizing the County's Community Development Block Grant (CDBG) Program and Home Investment Partnership funds awarded to the Brevard County HOME Consortium. These activities will address priority needs and objectives identified in the FY 2011-2016 Consolidated Plan.

The Brevard County HOME Consortium (Consortium) is a legal entity created through an intergovernmental agreement between Brevard County and the Cities of Titusville, Cocoa, Melbourne, and Palm Bay. Home Investment Partnership (HOME) funds are awarded through the Consortium using a predetermined formula. The Consortium's mission is to increase the supply of decent, safe and affordable housing for low to moderate income persons living in Brevard County. The Consortium provides leadership in preparing plans, reports, developing policies and procedures, and providing program solutions to address affordable housing challenges in Brevard County.

As the lead entity, Brevard County (County) receives HOME funds on behalf of the Consortium and contracts with each city individually. HOME funds can be used for activities that promote affordable rental housing and homeownership for lower income households, including acquisition, new construction and reconstruction, moderate and substantial rehabilitation, homebuyer assistance and tenant-based rental assistance.

Each city within the Consortium is a CDBG entitlement community and therefore receives CDBG funds separately from the United States Department of Housing and Urban Development (HUD). Each city develops a plan for their specific CDBG funds. HUD requires that both the HOME Consolidated Plan and CDBG Plans be submitted together. The cities' CDBG Plans are included as an appendix to this Action Plan.

The CDBG program has a primary objective of developing viable urban communities by providing decent housing, a suitable living environment, and economic opportunities that principally benefit persons of low and moderate income. Funds can be used for a wide

array of activities, including housing rehabilitation, capital improvements, lead-based paint detection and removal, construction or rehabilitation of public facilities, public services and site acquisition for affordable housing.

CDBG and HOME entitlement funding is used as leverage in order to receive additional funding to assist with housing, supportive services, and community development needs. While the primary focus of this Action Plan is CDBG and HOME, leveraged funding used to achieve our consolidated plan goals will also be identified.

To the greatest extent feasible, the Action Plan focuses on the goals of the Brevard County HOME Consortium as they pertain to the preservation and development of affordable housing in the Consortium service area, community development projects, and public service programs in the County's unincorporated CDBG strategy areas.

The key strategic objectives and outcomes of the HOME Consortium Action Plan are to:

- Improve access to affordable housing through first time homebuyer purchase assistance, working with Community Housing Development Organizations (CHDOs) to purchase and rehabilitate existing units for sale or rent, conducting fair housing workshops and offering rental assistance.

- Improve the quality of owner occupied housing through rehabilitation programs, which will provide sustainability to the occupant and neighborhood.

- Increase the availability of community development in neighborhood strategy areas through projects which improve the quality of life and provide safer living environments.

- Increase accessibility through neighborhood public service programs to improve health care, educational opportunities and promote self sufficiency.

- Increase performance and accountability through evaluation.

- Improve quality of life through client education about lead based paint and asbestos hazards. Testing and mitigation will be done when necessary.

- Promote and support facilities and services for the homeless and those that are threatened with homelessness.

EVALUATION OF PAST PERFORMANCE

Brevard County advertised and held public hearings on April 10 and May 20, 2014, to hear comments and receive citizen input on the County's performance and accomplishments during the 2012-2013 program year. Each City within the Consortium also held public hearings in each of the cities to hear comments and receive citizen input on their performances and accomplishments. Details of the County and City's performance during the 2012-2013 program year are provided in the Consolidated Annual Performance Evaluation Report (CAPER) on file at the County office of Housing and Human Services.

Housing Performance:

The Consortium has focused on addressing affordable housing goals and objectives and the County has addressed the priority needs for Community Development for the FY 2012-2013 reporting period, based on the priority needs identified in the FY 2011-2016 five-year Consolidated Plan.

The Consortium's priorities for providing affordable housing are:

- Affordable "Owner-Occupied " Housing
- Affordable "Rental" Housing
- Fair Housing

In addition to receiving HOME and CDBG entitlement funds, the Consortium leverages additional resources through local, state and federal opportunities to help address the Consortium's Housing and Community Development needs. Last fiscal year, the Consortium focused on foreclosed properties, stabilizing neighborhoods and infrastructure needs in Brevard County's low-income neighborhoods.

The following chart outlines the Brevard County Consortium's affordable housing accomplishments based on the latest fiscal year's Consolidated Annual Performance and Evaluation Report (CAPER) FY 2012-13. It lists HOME funds expended, units assisted, accomplishments individually for each objective, additional leveraged funds obtained to assist with housing needs, and a total for all assisted units.

IDIS Matrix #	OBJECTIVE	HOME FUNDING AMOUNT	HOME ASSISTED UNITS	ADDITIONAL FUNDING SOURCES	OTHER ASSISTED UNITS	TOTAL ASSISTED UNITS
13	Home Ownership Assistance	$753,188.18	102	$194,424.56	408	510
14A	Repair/Replacement Owner	$523,341.81	19	$1,211,760.47	164	183
12	CHDO Set-Aside Ownership	$32,441	1	$0	0	1
12	CHDO Set-Aside Rental	$649,745	9			9
12	Special Needs & Rental Housing	$475,806.78	7	$0	0	7
05J	Fair Housing	$6,500	55	$4,070	10	65
01	Infill Housing Ownership/Rental	$9,753.32	1	$5,059,260.75	33	34
O5S	TBRA Rental	$44,000	9	-	-	9
21A	HOME Program Admin	$95,640	-	-	-	-
TOTAL		**$2,590,416.09**	**203**	**$6,469,515.78**	**615**	**818**

Non-Housing/ Community Development Performance:

Brevard County's FY 12-13 CDBG Community Development priority needs are:

- Public Safety, Crime Prevention
- Public Services
- Infrastructure
- Public Facilities
- Demolition and Clearance Technical Assistance and Capacity Building

The CDBG Program expended a total of **$720,243** on public facilities and improvements, **$13,461** for demolition and clearance, **$159,081** on public service programs, and **$235,944** for administration.

Although Brevard County does not have a HUD-approved Neighborhood Revitalization Strategy Area, seven (7) locally designated Neighborhood Strategy Areas (NSAs) have been approved by the Brevard County Board of County Commissioners.

The Housing and Human Services Department works closely with these communities, focusing on identified activities within their communities.

Below is the FY 12-13 CDBG's program performance report.

Jurisdictional CDBG Priorities – Brevard County

PRIORITY NON-HOUSING COMMUNITY DEVELOPMENT NEED: DEMOLITION AND CLEARANCE		
Objective: Creating a suitable living environment through availability and accessibility.		
Project / Agency	***Description***	***Accomplishments***
Brevard County Demolition and Clearance Program County Wide Brevard County, Florida Funding Type: CDBG National Objective: SBS Priority: H IDIS Matrix #04	Spot blight demolition and clearance of vacant unoccupied substandard structures that are vacant for at least three (3) consecutive months.	Two (2) unsafe structures were removed from our CDBG strategy areas. **Total Funds Expended FY 13/14 $13,461**

PRIORITY NON-HOUSING COMMUNITY DEVELOPMENT NEEDS: INFRASTRUCTURE PUBLIC FACILITIES		
Objective: Creating a suitable living environment through availability and accessibility.		
Project / Agency	***Description***	***Accomplishments***
East Mims Exercise Room Location: CT601 BG4&5(Part) Funding Type: CDBG National Objective: LMA Priority: H IDIS Matrix # 03F	This project consists of the survey, design and construction of a building to provide an area for citizens to exercise, and improve their health.	The design phase is continuing. **Total Funds Expended FY 13/14 $38,118.**

Short Street Improvements Location: Census Tract 625 BG 3 West Cocoa Funding Type: CDBG National Objective: LMA Priority: H IDIS Matrix # 03I	This project will provide drainage improvements, eliminating local flooding during periods of heavy rain and hurricanes.	Design and permitting is completed. The project will be bid out by May 31, 2014. **Total Funds Expended FY 13/14 $ 30,980**
West Cocoa Pocket Park Location: Census Tract 625 BG 3 West Cocoa Funding Type: CDBG National Objective: LMA Priority: H IDIS Matrix # 03F	Acquisition of an area to survey, design and construct a privately owned low- impact park w/ playground equipment.	Staff met w/ property owners and community. Staff also met with the County Attorney to help facilitate the process needed to accomplish the stated description. **Total Funds Expended FY 13/14 $29,680**
Burnett Road Improvements/Streetscape Location: Census Tract 625 BG 3 West Cocoa Funding Type: CDBG National Objective: LMA Priority: H IDIS Matrix # 03L	Survey, design and construction of small drainage improvements along with sidewalk and tree planting with rest areas along the roadway.	Survey completed and design is continuing. **Total Funds Expended FY 13/14 $33,610**
Wiley Street Improvements Location: CT601 BG4&5(Part) Funding Type: CDBG National Objective: LMA Priority: H IDIS Matrix # 03L	Design and construction of drainage improvements, sidewalks, and paving.	Construction completed. **Total Funds Expended FY 13/14 $142,878**
Main Street Improvements Location: Census Tract 601 BG 4&5 (Part) Funding Type: CDBG National Objective: LMA Priority: H IDIS Matrix # 03K	Design and construction of drainage improvements, sidewalks, and paving.	Construction completed. **Total Funds Expended FY 13/14 $194,352**

Woody Simpson Park Community Room Location: Census Tract 699.02 BG3&BG2(part) CT697 BG 1 (Part) Funding Type: CDBG National Objective: LMA Priority: H IDIS Matrix # 03F	This project will consist of the construction of a Multi-purpose building for the purpose of carrying out needed services and activities for the low to moderate income persons living in Merritt Island.	The design phase was 90% complete. Due to budget restrictions, Parks and Recreation has requested the project be redesigned to incorporate rehabilitation to their existing building and not construct a new building. **Total Funds Expended FY 13/14** **$-0-**
Player Lane Extension Location: Census Tract 699.02 BG3&BG2(part) CT697 BG 1 (Part) Funding Type: CDBG National Objective: LMA Priority: H IDIS Matrix # 03L	This project will consist of paving, drainage improvements, acquisition of easements and possibly lots for the extension of road. Platting of the area may be required.	Construction began August 2013 and was completed by September 30, 2013. **Total Funds Expended FY 12/13** **$129,844**
West Canaveral Groves Water Line Project. Location: Census Tract 712 BG 2 (Part) Funding Type: CDBG National Objective: LMA Priority: H IDIS Matrix # 03J	This activity consists of the installation of a waterline that runs approximately three miles, and fire hydrants for health and safety concerns.	It has been determined that Brevard County will not qualify for the USDA grant/loan. Staff is investigating alternative funding and services that may positively impact the community. **Total Funds Expended FY 13/14** **$-0-**
Priority: H West Cocoa Neighborhood Signage Location: Census Tract 625 BG 3 West Cocoa Funding Type: CDBG National Objective: LMA Priority: H IDIS Matrix #03	This project will consist of the construction of Neighborhood identification signs.	Two entrance signs identifying the respective neighborhoods were completed. **Total Funds Expended FY 13/14** **$ 27,626**

Woody Simpson Park (WSP) Exercise Trail Location: Census Tract 699.02 BG 3 Houston Avenue, Merritt Island, FL Funding Type: CDBG National Objective: LMA Priority: H IDIS Matrix # 03F	This project will consist of the design and construction of a concrete walking trail in and around WSP, running approximately ¼ mile.	Construction was completed September 2013. **Total Funds Expended FY 13/14** **$91,733**
Street Lighting Projects Location: Census Tract 699.02 BG 3 M.I. Census Tract 601 BG 4 & 5 (Part) Mims. Funding Type: CDBG National Objective: LMA Priority: H IDIS Matrix # 03K	This project will consist of the installation of strategically placed lighting at intersections within the Mims, Merritt Island, and W. Cocoa neighborhoods to increase visibility and enhance safety.	In an effort to enhance safety, staff is working with the neighborhoods to develop strategic lighting plans that increase visibility in low-lighted areas. **Total Funds Expended FY 13/14** **-0-**
Schoolhouse and Hill Street Paving and Drainage Location: Census Tract 625 BG 3 West Cocoa Census Tract 699.02 BG 3 M.I. Funding Type: CDBG National Objective: LMA Priority: H IDIS Matrix # 03I	This project consists of the design and construction of roadway and drainage improvements.	The Hill Street roadway, drainage and utility improvements funded under the CDBG-R Grant are completed. Schoolhouse street reconstruction and paving design has been completed and was in review for permitting. **Total Funds Expended FY 13/14** **$1,422**

PRIORITY NON-HOUSING COMMUNITY DEVELOPMENT NEEDS: PUBLIC SERVICES
Objective: Creating a suitable living environment through availability and accessibility.

Project / Agency	***Description***	***Accomplishments***
Project Name: Public Services (General) (Structured Comprehensive Learning Program)	The Cuyler Community Learning Center provided an environment in a classroom setting where educational and enrichment programs were	373 local residents utilized the Cuyler Community Learning Center and participated in tutoring for school-age participants, computer training, homework

Responsible Agency: (Brevard County Parks and Recreation/Cuyler Community Learning Center) *Location:* 2329 Harry T. Moore Avenue, Brevard County, Fl *Services Provided:* Area Benefit Funding Type: CDBG National Objective: LMA Priority: H *Regulation:* 570.201(e) IDIS Matrix # 05	available to the residents in the East Mims Community. Participants were adults, children, non-technical organizations, and professional organizations. Activities were based on computer education and tutoring assistance, with special regard for children. Drug prevention training was also available.	assistance, college program workshops, sample SAT and ACT tests, and drug awareness and prevention activities. Additional community workshops and training included resume building, senior fitness, teen pregnancy awareness, and music therapy & appreciation. The majority of residents that utilized the Cuyler Community Learning Center were in the low income range (370) and the remaining participating residents were in the moderate income range (3). **Total Expended: $67,795**
Project Name: Public Services (General) (Structured Comprehensive Learning Program) *Responsible Agency:* (Friendship Community Development/Central Brevard Community Services) *Location:* 385 South Burnett Road, Brevard County, Fl *Services Provided:* Area Benefit Funding Type: CDBG National Objective: LMA Priority: H *Regulation:* 570.201(e) IDIS Matrix # 05	Friendship Community Development/Central Brevard Community Services provided a comprehensive structure that met the community resident's education, economics, social and cultural need for age groups Pre-K through our esteem senior population. The goal was to increase the knowledge in various areas for education to cultural history.	Central Brevard Community Services provided a variety of programs to 285 local residents to include pre-school children, youth and seniors that included arts & crafts, computer lab/training, reading assistance, and nutrition workshops. Other workshops included; estate planning, financial planning and budgeting, health screening, self-esteem and peer pressure, anger management, clerical training, resume writing, job hunting skills, special events, and field trips. Of the 229 residents, 15 were considered extremely low income, 176 were low income and the remaining 38 were in the moderate income range. **Total Expended: $91,286**

Brevard County anticipates receiving $1,170,088 in CDBG funds for Community Development activities for unincorporated Brevard County. Additionally, the HOME Consortium anticipates receiving $624,092 in HOME Program funds. Below are the requested line item expenditures based upon anticipated funding.

The Consortium's FY 2014-2015 HOME funds of $624,092, to be allocated as follows:

PROJECT/STRATEGIES	Units Assisted HOME $$	CONSORTIUM AMOUNT ALLOCATED	BREVARD COUNTY ALLOCATION
CHDO Set Aside *(Required 15% Minimum)*	5	$93,612	$22,811.72
Purchase Assistance	25	$196,740	0
Owner Rehabilitation	8	$207,751	$102,112.54
Acquisition Resale/Rental			
Rental Assistance/TBRA	5	$55,080	0
Administration *(10% maximum)*		$62,409	$24,648.22
Fair Housing *(paid out of 10% administration)*	24	$8,500	$2,500
Total		**$624,092**	**$152,072**

The County's CDBG funds are $1,170,088 to be allocated as follows:

PROPOSED PROJECTS	AMOUNT ALLOCATED
Public Facilities & Improvement Projects	
• Burnett Road Beautification & Sidewalk	**$155,219**
• Schoolhouse Paving & Drainage	**$155,220**
• Woody Simpson Park Community Room	**$155,219**
• West Cocoa Pocket Park	**$273,900**
• Demolition & Clearance	**$21,000**
Sub-total	**$760,558**
Public Service Activities *(15% Maximum)*	
• Cuyler Community Learning Center	**$66,923**
• Central Brevard Sharing Center	**$45,246**
• Early Learning Coalition	**$18,098**
• Community Services Council of Brevard	**$22,623**
• AMI Kids Space Coast	**$22,623**
Sub-total	**$175,513**
Administration *(20% maximum)*	**$234,017**
Grand-total	**$1,170,088**

Consortium Goals

The goals of the 2014-2015 Action Plan, utilizing HOME funds for Affordable Housing, are as follows:

- **One Year Goal:** to preserve, through owner-occupied rehabilitation, 8 units of existing housing stock.

- **One Year Goal:** to assist homeownership opportunities for 25 households, through purchase assistance.

- **One Year Goal:** to assist with rental opportunities/rehab for 0 households.

- **One Year Goal:** to assist with tenant rental assistance for 5 households.

- **One Year Goal:** to assist 24 people with a fair housing seminar and provide funding for testing.

Brevard County CDBG Goals

Goals of the 2014-2015 year Consolidated Plan and current outputs, utilizing CDBG funds are as follows:

- **One Year Goal:** Public Services – Improve services for 3035 LMI Persons.

- **One Year Goal:** Public Facilities – Improve quality and increase CDBG Strategy Neighborhood public facilities – numerical goal 1523.

- **One Year Goal:** Infrastructure – Improve quality and increase infrastructure within CDBG Neighborhood Strategy Areas – numerical goal 3654.

- **One Year Goal:** Demolition – Prevention and elimination of slum and blight in CDBG Neighborhood Strategy Areas – numerical goal 3 safe structures removed.

General Questions

1. Describe the geographic areas of the jurisdiction (including areas of low-income families and/or racial/minority concentration) in which assistance will be directed during the next year. Where appropriate, the jurisdiction should estimate the percentage of funds the jurisdiction plans to dedicate to target areas.

2. Describe the basis for allocating investments geographically within the jurisdiction (or within the EMSA for HOPWA) (91.215(a)(1)) during the next year and the rationale for assigning the priorities.

3. Describe actions that will take place during the next year to address obstacles to meeting underserved needs.

4. Identify the federal, state, and local resources expected to be made available to address the needs identified in the plan. Federal resources should include Section 8 funds made available to the jurisdiction, Low-Income Housing Tax Credits, and competitive McKinney-Vento Homeless Assistance Act funds expected to be available to address priority needs and specific objectives identified in the strategic plan.

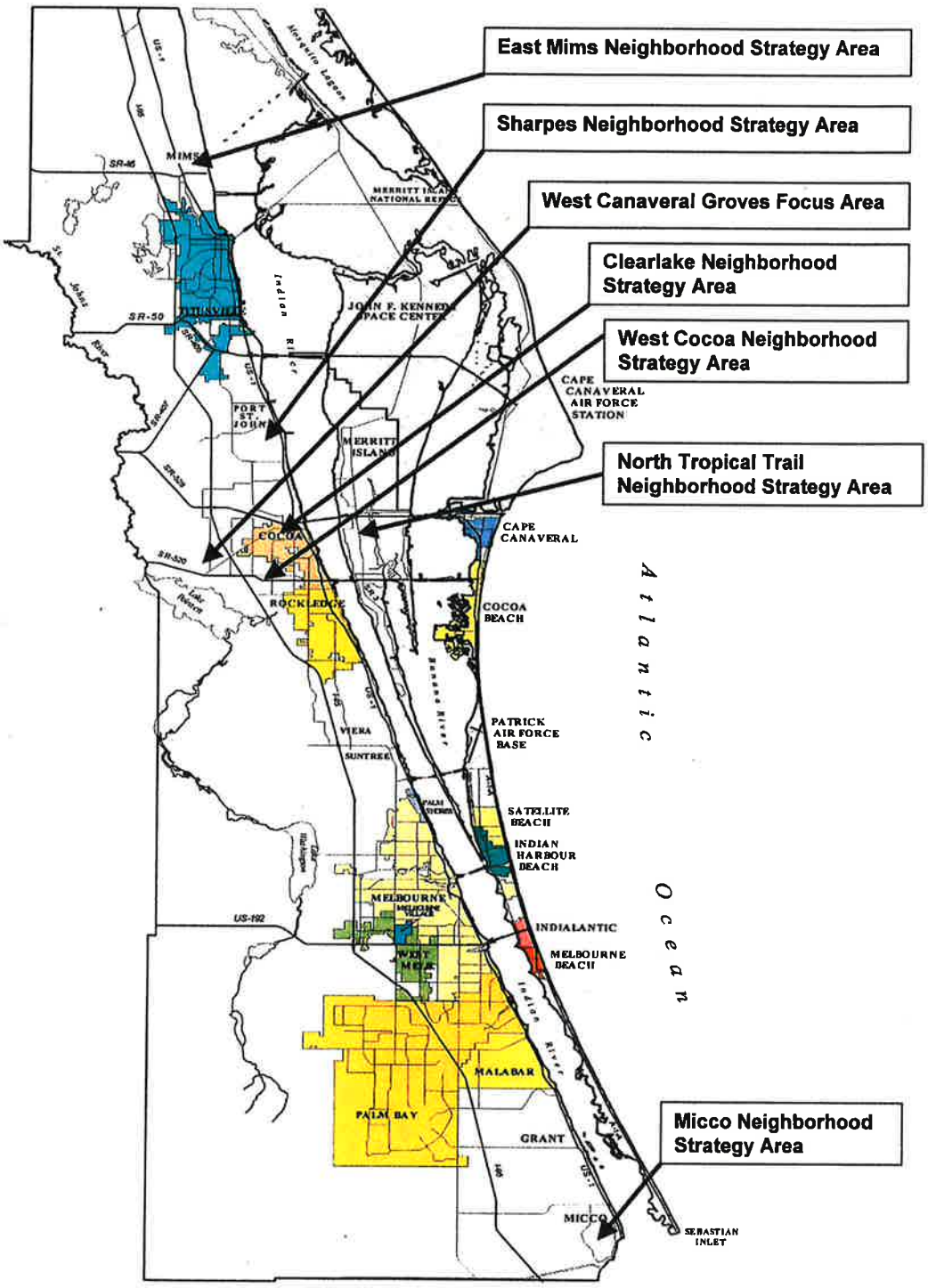
Response #1: Geographic Area of Jurisdiction

Brevard County's CDBG Program has targeted seven (7) neighborhoods which meet the definition of a low to moderate area and qualify for funding under area benefit.

The following table and Map describes the seven (7) neighborhoods, using the most current available data from the 2000 census. The map indicates their locations within the county.

Census Tract East Mims	Block Group	Low/Mod Persons	Total Persons	Low/Mod %
060100	4	724	887	81.6
060100	4	162	244	66.4
060100	5	436	888	49.1
060100	5	299	810	36.9
Total		1621	2829	57.3
West Canaveral Groves				
071200	2	27	161	16.8
071200	2	476	1021	46.6
Total		503	1182	42.6
Clearlake Neighborhood/Cocoa				
062400	2	100	100	100
062400	2	352	504	69.8
Total		452	604	74.8
Sharpes				
062105	5	419	918	45.6
062105	5	0	0	0
062103	3	497	903	55
Total		916	1821	50.3
West Cocoa				
062500	3	1301	1981	65.7
Total		1301	1981	65.7
North Tropical Trail				
069902	3	1096	1557	70.4
Total		1096	1557	70.4
Micco				
065234	1	482	992	48.6
065234	1	1286	2465	52.2
Total		1768	3457	51.1

AREA MAP


East Mims Neighborhood Strategy Area
Sharpes Neighborhood Strategy Area
West Canaveral Groves Focus Area
Clearlake Neighborhood Strategy Area
West Cocoa Neighborhood Strategy Area
North Tropical Trail Neighborhood Strategy Area
Micco Neighborhood Strategy Area
MIMS
SR-46
TITUSVILLE
SR-50
FORT ST. JOHN
MERRITT ISLAND
JOHN F. KENNEDY SPACE CENTER
CAPE CANAVERAL AIR FORCE STATION
COCOA
CAPE CANAVERAL
ROCKLEDGE
COCOA BEACH
PATRICK AIR FORCE BASE
VIERA
SUNTREE
SATELLITE BEACH
INDIAN HARBOUR BEACH
MELBOURNE
INDIALANTIC
MELBOURNE BEACH
MALABAR
PALM BAY
GRANT
MICCO
SEBASTIAN INLET
US-192
Atlantic Ocean

The Brevard County HOME Consortium is made up of the four largest cities and the County: Brevard County and the cities of Titusville, Cocoa, Melbourne, and Palm Bay invest HOME Funds County-wide. The smaller incorporated cities have the opportunity to enter into an Inter-local Urban County Agreement with the County. Presently eight of the cities (Cocoa Beach, Indialantic, Indian Harbour Beach, Malabar, Melbourne Village, Palm Shores, Rockledge, Satellite Beach), have agreed to join in the Urban County Agreement, allowing the County to use the cities demographics for CDBG funding. The Consortium is responsible for administering funds that are received from HUD's HOME Investment Partnership Program. The Consortium assists low to moderate income persons to "achieve decent, safe and affordable housing." Each individual entity is responsible for the expenditure of funds within their borders. The expenditure of HOME and CDBG funds is used for affordable housing, safe neighborhoods, capital improvements, economic development, public services improvements for housing of the homeless, and public housing.

Specific areas of low to moderate income persons can be seen by the maps that follow in this section. Most of these areas are concentrated in the older neighborhoods in the County and the municipalities. Minority concentrations are also illustrated by the maps that follow. Four maps are included to identify the concentrations of the special populations in Brevard County. The maps also include the locations of the target neighborhoods located throughout Brevard County. The first targeted population map illustrates the concentration of the population below the poverty line. The second and third maps indicate the concentration of Black and Hispanic populations respectively. As Florida has a history of being a retirement mecca and the elderly are persons on a fixed income, the fourth map displays the locations having the highest density of the elderly population. A location map identifying all municipalities as well as an index of the neighborhood targeted areas precedes the special population maps. The following Exhibits are:

Exhibit 1- Brevard County Municipal Location Map, which includes the identification of the municipalities within Brevard County.

Exhibit 1B- Index of Target Areas by Jurisdiction and Location which indicates the identification of each of the Target Areas for the Consortium Members, an Identification Number and location by Census Tracts and Block Groups.

Exhibit 2 – Location Map of Population Below Poverty Line with Target Areas
The areas of the County with the highest percentages of households below the Poverty Line, with the identified Target Areas

Exhibit 3 – Location Map of Black or African-American Population with Target Areas
The areas of the County with the highest percentages of Black or African American households, with the identified Target Areas

Exhibit 4 – Location Map of Hispanic or Latino Population with Target Areas- The areas of the County with the highest percentages of Hispanic or Latino households, with the identified Target Areas

Exhibit 5 – Location Map of Elderly Population with Target Areas-The areas of the County with the highest percentages of Elderly households, with the identified Target Areas

Location Maps
By
Census Tracts Within
Brevard County

EXHIBIT 1: Brevard County Municipal Location Map

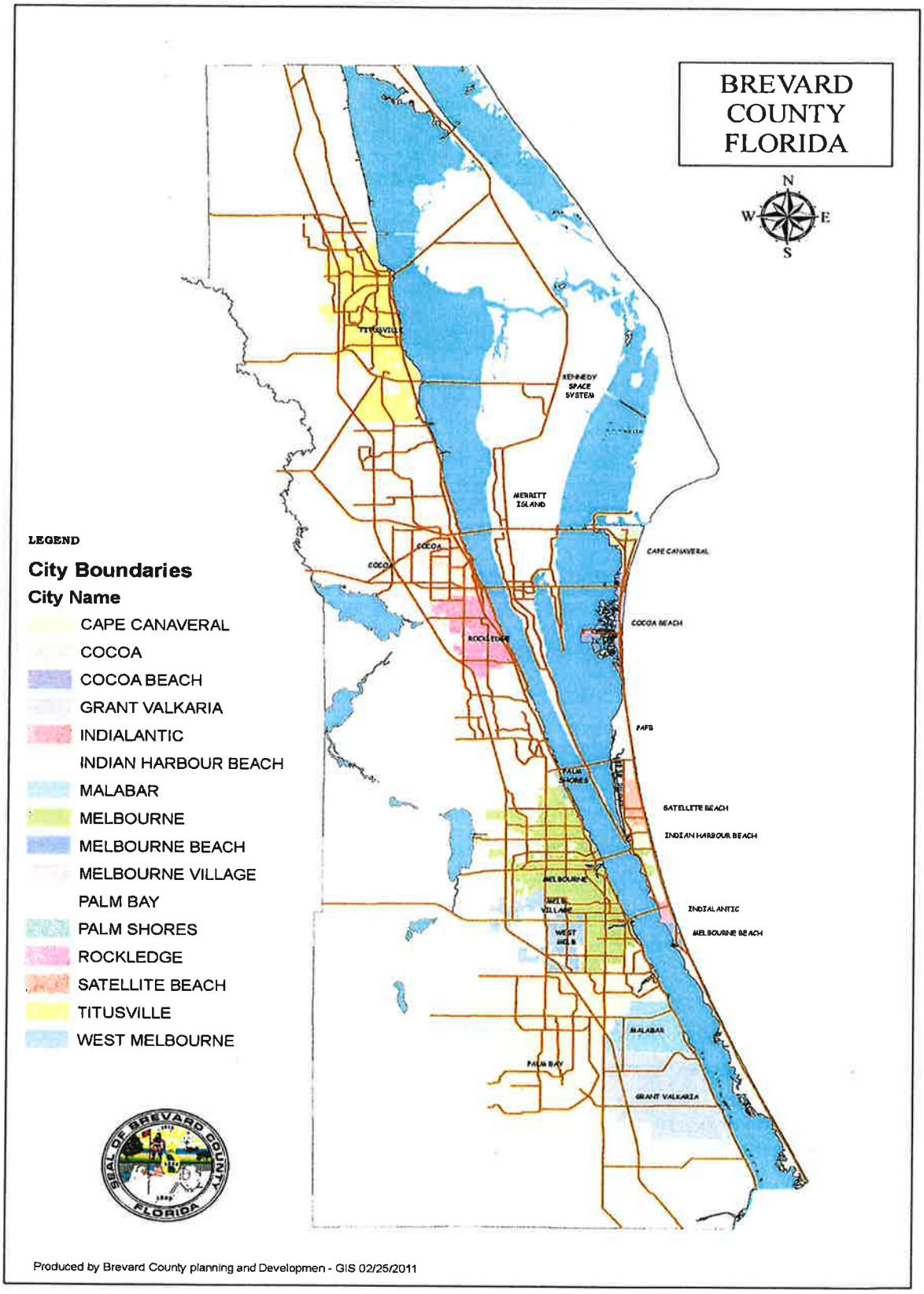


EXHIBIT 1B: HOME CONSORTIUM
INDEX OF TARGET AREAS BY JURISDICTION AND LOCATION

ID Number	Jurisdiction	Name of Target Area	Location: Census Tract (s)	Location: Block Group (s)
C1	Cocoa	Cocoa Target Area	623	3,6
			626	1,2,3,4
			627	1
M1	Melbourne	North Target Area – Booker T. Washington Neighborhood	643.02	2
M2	Melbourne	South Target Area	649.02	2, 3, 4
			651.01	2
T1	Titusville	South Street Target Area	604	1, 2, 3, 4
			605	2
			606	3
			607	All Block Groups
			608	1, 2
T2	Titusville	Indian River City Target Area	609	2
P1	Palm Bay	Palm Bay Target Area	651.21	3
			651.22	1, 2
			651.23	1, 2, 3, 4
			652.01	1, 3
			652.02	3
			652.33	1
			713.22	3
			713.21	5
B1	Brevard County	East Mims	601	4 (part) and 5 (part)
B2	Brevard County	Sharpes	621.05	5
			621.02	2 (part) and 3
			621.03	3 (part)
B3	Brevard County	West Canaveral Groves	712	2 (part)
B4	Brevard County	North Tropical Trail	699.22	3, 2 (part)
			697	1 (part)
B5	Brevard County	Clearlake	624	2
B6	Brevard County	West Cocoa	625	3
B7	Brevard County	Pine Grove	626	3
B8	Brevard County	Micco	652.34	1(part)

Exhibit 2: Location Map of Population Below Poverty Level with Target Areas

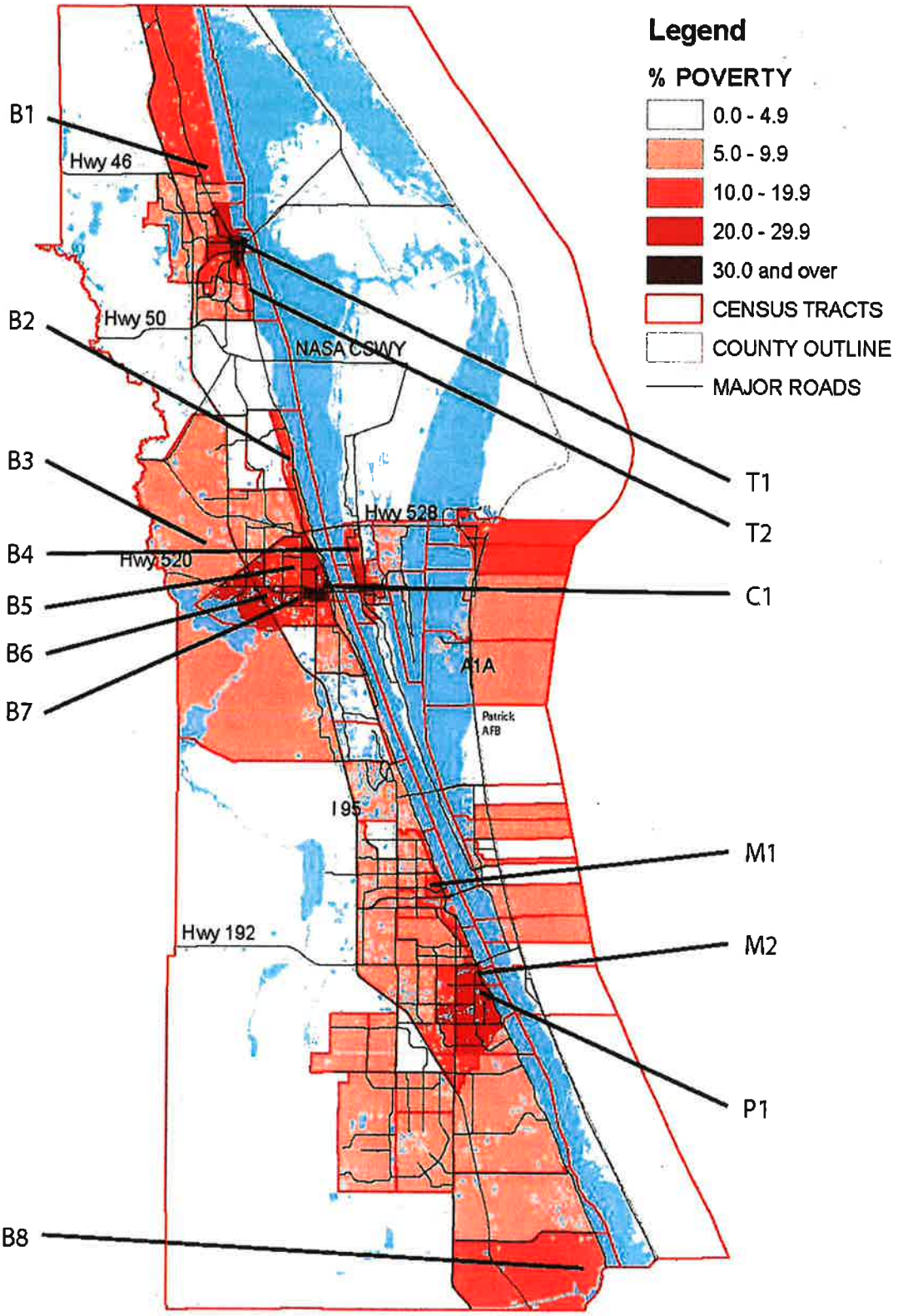


Exhibit 3: Location Map of Black or African American Population with Target Areas

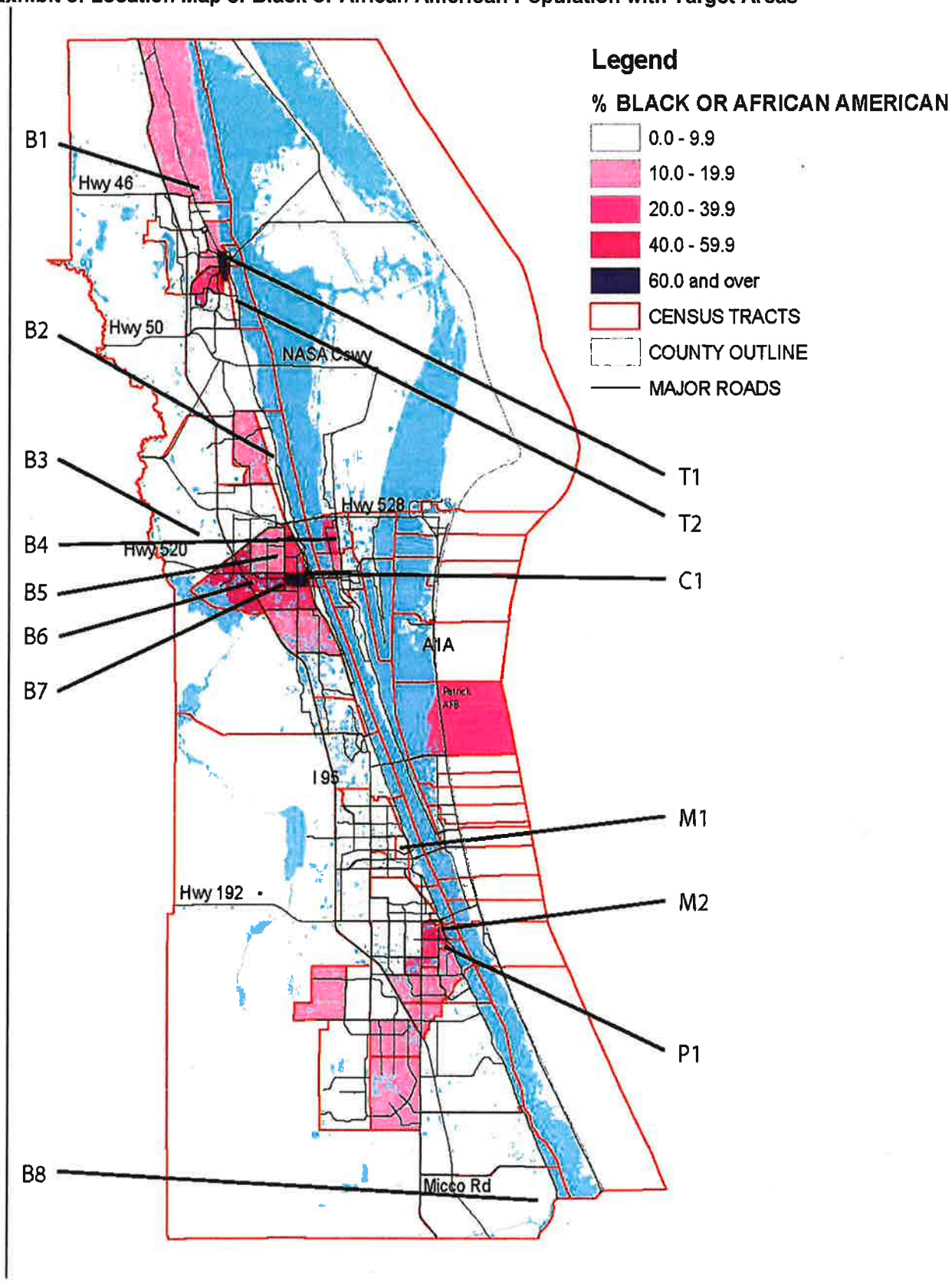


Exhibit 4: Location Map of Hispanic or Latino Population with Target Areas

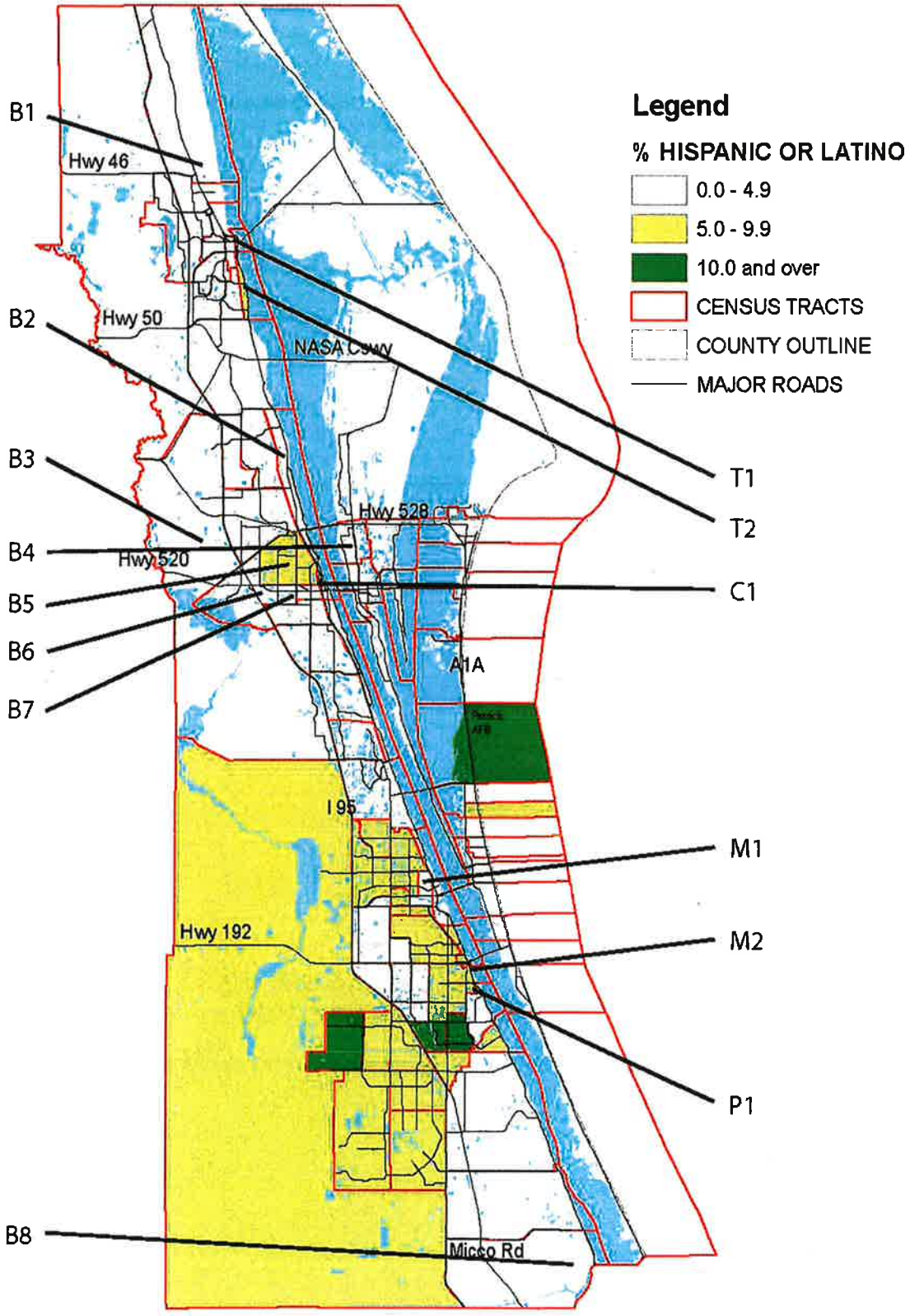
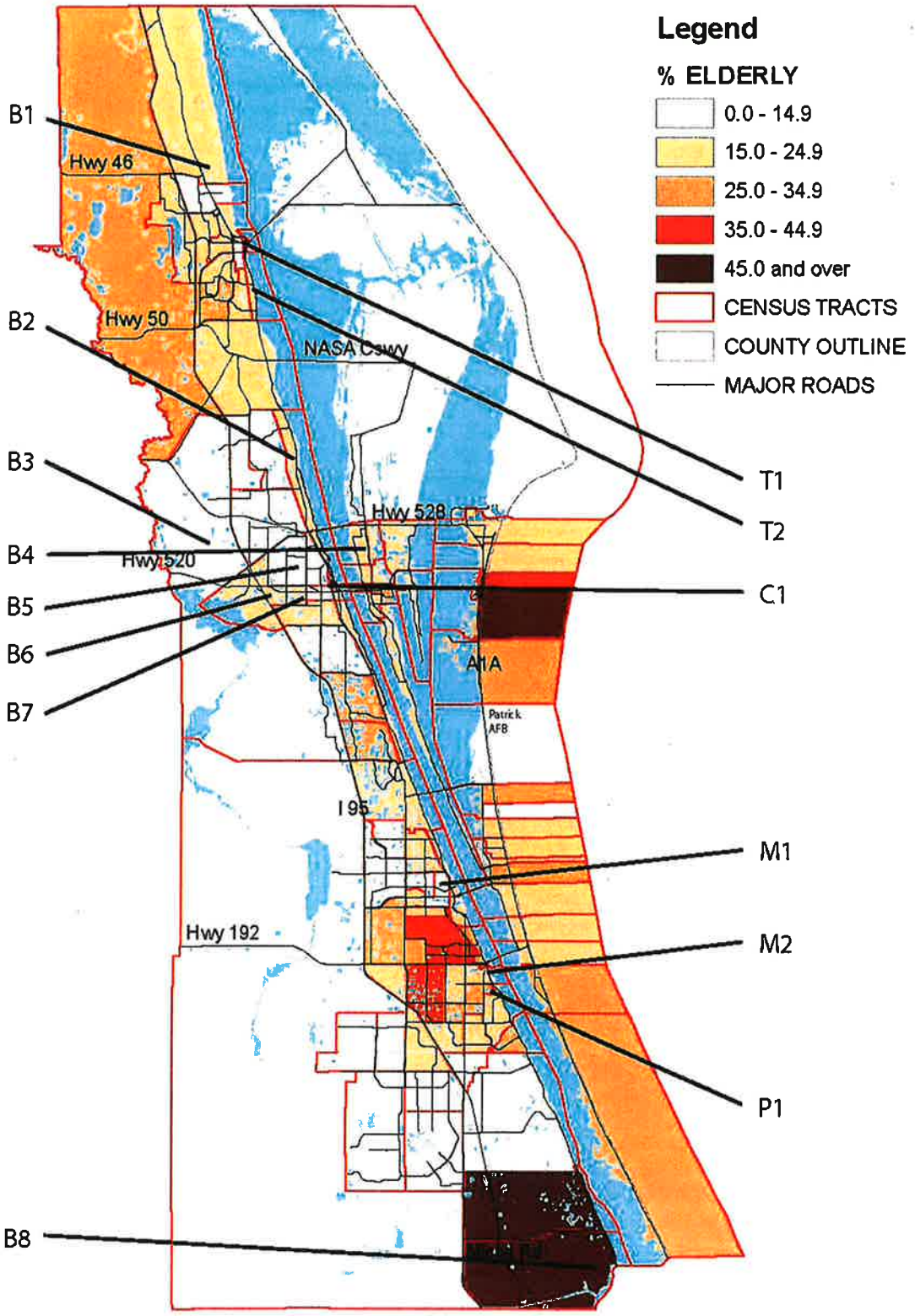


Exhibit 5: Location Map of Elderly Population with Target Area



Response #2: Basis for allocating geographically

The basis for allocating investments geographically within the jurisdiction during the 2014-2015 funding year and the rationale for assigning the priorities were based in large part on community input from the surveys and public meetings used to set priorities in developing the 2011-2016 Consolidated Plan. When funding is available, the County has a Request for Proposal (RFP) process wherein eligible communities submit an application for needed activities identified and prioritized in their communities.

Response #3: Actions to address obstacles

The Consortium realizes the importance of partnering in order to meet the County's Housing needs. Efforts are continuously made to create incentives for developers/organizations that are able to partner with the Consortium to provide affordable housing activities. Housing providers such as Housing Authorities, Community Housing Development Organizations (CHDOs), and various other community agencies assist in meeting the County's demand for housing. A variety of funding sources are utilized, including HUD funding, to assist with meeting the County's affordable Housing needs. The Brevard County Consortium will continue applying for additional funding as well as working with builders, developers, bankers, businesses and citizens to create new incentives for affordable housing activities.

Response #4: Identify resources expected to address needs

Brevard County, the HOME Consortium, and our partner agencies receive Federal, State and local funds to address Housing and Community Development needs. HOME and CDBG funds are leveraged in an effort to receive additional funding to be utilized to address the 2011-2016 Brevard County Five (5) year strategic plan. The following list is an estimation of funding the Consortium anticipates utilizing during the 2014-2015 program year to address the needs identified in the Action Plan.

FUNDING	*SOURCE*	*AMOUNT*
HOME	FEDERAL	$ 624,092
CDBG (Includes carry forward funds)	FEDERAL	$1,926,775
SHIP (Carry forward funds)	STATE	$ 831,355
WEATHERIZATION	STATE	$ 263,828
Brevard Homeless Coalition Staffing Grant	STATE	$ 71,428
HUD Homeless Coalition (Supportive Housing Grant)	FEDERAL	$ 828,171
Housing Opportunities for Persons with AIDS (HOPWA) Palm Bay/United Way	FEDERAL	$ 473,099
TOTAL		**$5,018,748**

Managing the Process

1. Identify the lead agency, entity, and agencies responsible for administering programs covered by the consolidated plan.

2. Identify the significant aspects of the process by which the plan was developed, and the agencies, groups, organizations, and others who participated in the process.

3. Describe actions that will take place during the next year to enhance coordination between public and private housing, health, and social service agencies.

Response #1: Identify lead agency

The Brevard County Board of County Commissioners serves as lead agency for the Consortium. Brevard County was designated as lead entity in 1991. With that designation, Brevard County qualifies for HOME Investment Partnership Program funds through the United States Department of Housing and Urban Development (HUD). The Brevard County Home Consortium was established through a tri-annual inter-local agreement between the cities of Cocoa, Melbourne, Palm Bay, and Titusville. At the end of the agreement period, each member has the option of continuing their participation as a Consortium member.

As lead agency, Brevard County receives HOME funds for the entire Consortium and has the responsibility for ensuring the funds are dispersed to each of the Consortium members. In addition, Brevard County is responsible for completing the consolidated planning process, and ensuring a comprehensive action plan for HOME activities is submitted in a timely manner. Each of the Consortium members is responsible for preparing their own individual CDBG action plan. Within this package, the Brevard County's CDBG plan is incorporated within the main body and each of the cities' individual CDBG Action Plans are located in the appendix. Other responsibilities of Brevard County include: administration of Brevard County HOME funds; as well as project planning and oversight.

Contact information for each Consortium member is listed below:

Brevard County HOME Consortium Contact List

Name	Telephone	Fax	Address
Brevard County	321-633-2076	321-633-2170	Brevard County Housing & Human Services Department 2725 Judge Fran Jamieson Way Bldg. B, Suite B-106, Viera, FL 32940
City of Cocoa	321-433-8511	321-433-8543	City of Cocoa Housing and Neighborhood Services Division 65 Stone Street, Cocoa, FL 32922
City of Melbourne	321-674-5734	321-674-5738	City of Melbourne Housing and Neighborhood Improvement 695 E University Blvd, Melbourne, FL 32901
City of Palm Bay	321-952-3429	321-733-3087	City of Palm Bay Housing & Neighborhood Development Services Division 120 Malabar Road, SE, Palm Bay, FL 32907
City of Titusville	321-383-5781	321-383-5614	City of Titusville Neighborhood Services Department 725 South Deleon Avenue, Titusville, FL 32780

Response #2: Identify aspects of process of plan development
Brevard County's comprehensive planning process includes attending public meetings, community meetings within our target areas, and various agency meetings throughout the County. Meetings are attended in all areas of the County by members of the Consortium.

The County and the Consortium, in addition to utilizing the Affordable Housing Council and CDBG advisory boards in the development and implementation of its plans, also provides technical support to three groups addressing target issues. These groups include: Together in Partnership (children and families), Brevard Homeless Coalition (homelessness), and the Brevard Commission on Aging (elderly). Representatives from housing and human service agencies, public housing authorities, local governments and concerned citizens comprise the membership of the groups and actively participate in the public meetings. These groups provide and represent a broad spectrum of interests, skills, and knowledge, which greatly aids in the development and implementation of the Action Plan.

Each local government within the Consortium appoints local citizens to an Affordable Housing Advisory Council to provide public input and assist in the planning of the programs covered by the Action Plan. The Brevard County Community Development Block Grant (CDBG) Advisory Board also provides input into the County CDBG programs. The Consortium provides technical assistance for all advisory boards.

Brevard County and the Consortium facilitated meetings with residents of neighborhood strategy areas, groups representing homeless and non-homeless persons, citizen advisory boards and local government officials in order to receive input into the Action Plan.

Response #3: Describe Actions to enhance coordination
A Public Service agency priority needs survey was developed and mailed out to all of our social service, health, and housing organizations to gather input as to the needs and gaps within those needs.

The County and the HOME Consortium will continue efforts to enhance coordination and partnerships between public and private housing, health, and social services agencies throughout Brevard County, to seek input from advisory boards, and establish regular scheduled meetings with all CHDOs, and other private and non-profit organizations interested in affordable housing.

Through the regular meetings of the Affordable Housing Councils and the CDBG Advisory Board, there is an opportunity for interested citizens and agencies to make presentations and discuss issues concerning coordination of housing, health, and social service needs.

Citizen Participation

1. Provide a summary of the citizen participation process.

2. Provide a summary of citizen comments or views on the plan.

3. Provide a summary of efforts made to broaden public participation in the development of the consolidated plan, including outreach to minorities and non-English speaking persons, as well as persons with disabilities.

4. Provide a written explanation of comments not accepted and the reasons why these comments were not accepted.

Response #1: Summary of the citizen participation process

The Consortium's Citizen Participation Plan reflects Brevard County's compliance with the HUD requirements **24 CFR 91.105(b)** for citizen participation in all appropriate HUD grant programs. Brevard County has devised specific actions to encourage citizens to participate in the development of this Action Plan, or any substantial amendments to the Plan, particularly low to moderate income citizens.

Brevard County and the Consortium recognize the benefits of citizen participation and consultation with public and private agencies as an essential component in the comprehensive development of the Consortium's Consolidated Plan and its implementation over the five year period. The Consortium's citizen participation process, for the 2014-2015 Action Plan, began with each of the Consortium members holding public meetings and public hearings throughout their jurisdictions. This approach provided for a range of opportunities for citizens to participate in the development of the one year action plan throughout the Consortium.

At each of the meetings, staff presented an overview of the planning process, the activities and accomplishments of the previous year and anticipated funding amounts for the upcoming year. Staff also reviewed HUD regulations concerning eligible activities and other community resources available to assist in the implementation of desired activities. Following the presentation, citizens were given an opportunity to discuss community needs as they related to their special concerns or neighborhood. Residents' input was encouraged and a summary of citizens' comments on the Action Plan were accepted. The chart below indicates the results of a survey that was sent out to all low to moderate areas within the Consortium's jurisdictions.

PRIORITY COMMUNITY DEVELOPMENT NEEDS	Priority Need Level High, Medium, Low,
PUBLIC SAFETY, CRIME PREVENTION & NUISANCE	
• Street lighting/improved lighting	**HIGH**
• Crime/Drug/Violence/Safety	**HIGH**
• Community/Neighborhood policing	**HIGH**
• Littering	**HIGH**
• Noise from stereos/residents	**HIGH**
• Theft/Burglary	**HIGH**
• Crime/Drugs/Public safety	**HIGH**
• Vandals/Vandalizing property	**HIGH**
• Traffic Safety/Transportation	**HIGH**
• Juvenile crime/Bullying	**MEDIUM**
• Crime/Police protection	**MEDIUM**
• Speeding/Traffic calming methods	**MEDIUM**
• Animal Control/Barking dogs	**LOW**
• Suspicious activities/delinquents	**LOW**
PUBLIC SERVICES	
• Youth activities and daycare	**HIGH**
• Social & human Service needs	**HIGH**
• Access to social/human services	**HIGH**
• Transportation/Public transit access	**HIGH**
• Youth programs	**HIGH**
• Elder programs	**MEDIUM**
• After school program	**MEDIUM**
• Health programs	**MEDIUM**
• Homeless programs	**LOW**
• Counseling/Mental health	**LOW**
• Daycare facility	**LOW**
INFRASTRUCTURE	
• Roads/Streets/Potholes	**HIGH**
• Sidewalks and landscaping	**HIGH**
• Ditches/retention/Drainage and flooding	**HIGH**
PUBLIC FACILITIES	
• Off street bike paths	**HIGH**
• Transit shelters	**HIGH**
• Youth facilities	**HIGH**
• After school program facilities	**HIGH**
• Elder facilities	**MEDIUM**
• Health program facilities	**MEDIUM**
• Schools	**MEDIUM**
• Homeless program facilities	**LOW**
• Parks and recreation	**LOW**
ECONOMIC DEVELOPMENT	
• Job development/Job skills	**HIGH**
DEMOLITION AND CLEARANCE	
• Keeping public area clean and maintained	**HIGH**
• Yards need cleaning/landscaping	**HIGH**
• Abandoned houses/lots/building	**HIGH**

Response #2: Summary of citizen comments of views on the plan
Copies of public comments are attached.

Response #3: Summary of efforts made to broaden participation
Brevard County and Consortium members actively pursued avenues to ensure participation of its citizens in the planning of the Action Plan. This year, in addition to having public notices in the local newspaper, notices were sent electronically to all organizations and agencies on Brevard County's contact list, and posted on the web site.

All Consortium members have an eleven member affordable housing advisory council who represent a broad area of knowledge in affordable housing. Public meetings are held with the councils to receive input into the Strategic Plan and Action Plan. Brevard County also has a CDBG Advisory Board that represents the various needs and minority groups within the strategy and targeted areas. The CDBG Advisory Board meets monthly to ensure input in the planning and implementation of the Action Plan.

All meetings are publicly advertised and are accessible by persons with disabilities. Applicable methods of communication are provided when a significant number of non-English speaking residents are expected to participate. Accommodations will also be provided for persons with disabilities, upon forty-eight (48) hours notification to the Brevard County Housing and Human Services Office that such accommodations will be necessary.

Response #4: Comments not accepted
Brevard County and the HOME Consortium recognize the value of citizen input. All comments regarding this plan were accepted during the planning process. There were no comments that were not accepted.

Institutional Structure

1. Describe actions that will take place during the next year to develop institutional structure.

Response:
The Brevard County's Housing and Human Services Department serves as the Consortium's lead agency for planning and coordinating the implementation of the Consolidated Plan. The Consortium will continue its effort to consult with other public and private agencies that provide assisted housing, health and social services, and fair housing services (including those focusing on services to children, elderly persons, persons with disabilities, persons with HIV/AIDS and their families and homeless persons).

The Consortium will continue to work in collaboration, as specified in the Consolidated Plan, with non-profit and for-profit partners to carry out the goals in this Action Plan, as well as to strengthen partnerships and build capacity with new programs and agencies. The Brevard Homeless Coalition (BHC) is a good example of developing and strengthening our institutional structure. Each year the BHC continues to expand their service area by including more agencies, there are now more than fifty (50) non-profit agencies in Brevard County who belong to the BHC. The BHC meets bi-monthly to discuss issues that pertain to housing and non-housing needs of the low income citizens

and homeless individuals and families, through networking and coordination of funding opportunities.

The Consortium will continue to strengthen its ties with the five Community Housing Development Organizations (CHDOs) presently operating in Brevard County by providing technical assistance especially in the areas of program management and operations. The Consortium will invite the CHDOs to attend training opportunities and plan ways to partner to meet the goals in the Action Plan. All CHDOs shall be required to attend at least one appropriate/related training per year. The Consortium will also provide assistance to organizations desiring to become CHDOs.

The Consortium is required to set aside a minimum of fifteen percent (15%) of the annual HOME allocation for CHDO activities to assist in meeting annual housing goals. The Consortium desires to spend more than the minimum fifteen percent (15%) for CHDO projects in order to strengthen the financial capabilities of the CHDOs. The Consortium (under 24 CFR Part 92.208, 92.302, and 92.300(b) may provide special assistance to CHDOs in the way of project pre-development loans, operating assistance, use of HOME project proceeds, and capacity-building assistance.

During the previous fiscal year the Consortium began working on Policies and Procedures to adopt the "Proposed Changes" to the HOME rule. This year the procedures were reviewed and submitted for final approval and adoption. All of the effective "New Rule" changes have been implemented. The policy additions included:

- Conversion of Homebuyer Units to Rental Units
- Four Year Project Completion
- CHDO Development Capacity
- Project Underwriting/Subsidy Layering
- Market Analysis/Needs Assessments
- Developer Capacity/Market Need

Monitoring

1. Describe actions that will take place during the next year to monitor its housing and community development projects and ensure long-term compliance with program requirements and comprehensive planning requirements.

Response:
The Brevard County Housing & Human Services Department's Contract Management Team (CMT) shall be responsible for implementing the monitoring plan in accordance with the Department's Monitoring and Technical Assistance Policy HHS-012. The CMT will ensure that all of their sub-grantees and sub-recipients manage the day-to-day operations, program activities and projects funded by local, state and federal resources, and comply with the requirements of applicable laws, rules and regulations in order to provide timely quality services, decent, safe and sanitary housing, and a quality living environment to the residents of Brevard County.

All sub-grantees and sub-recipients will be monitored to ensure program, financial and regulatory compliance.

All members of the HOME Consortium have adopted monitoring procedures in accordance with the Code of Federal Regulations, Title 24, Part 91, Section 230.

The Department's Monitoring Procedure is as follows:

During the first quarter of each fiscal year, a public service risk assessment shall be performed for each sub-grantee/sub-recipient using the Risk Assessment Form. Each sub-grantee or sub-recipient shall be determined to be high, moderate or low risk. Level of risk or the requirements of the funding source shall determine the type of monitoring review to be scheduled.

- High Risk: When a sub-grantee/sub-recipient has been determined to be a High Risk, the sub-grantee/sub-recipient shall receive a Comprehensive On-Site Monitoring Review and a minimum of one Technical Assistance visit. The Comprehensive Review will cover all aspects of the program/project progress.
- Moderate Risk: When a sub-grantee/sub-recipient has been determined to be at Moderate Risk, they shall receive an annual Limited On-Site Monitoring Review. Limited Reviews will cover specific areas of concern such as, but not limited to, payment requests, budgets, affordability, income eligibility, performance and other applicable documentation.
- Low Risk: When a sub-grantee/sub-recipient has been determined to be Low Risk, they may be exempt from a Comprehensive or from a Limited On-Site Monitoring Review. An Annual Desk Review or Program/Project Site Visit (or both) shall be conducted in lieu of an On-Site monitoring.

The Risk Assessment will be conducted on each sub-grantee/sub-recipient, and the Monitoring Visit Schedule shall be completed no later than the 20th of January of each year. The schedule shall be revised as needed to incorporate other local, state or federal projects acquired during the fiscal year.

All monitorings will be completed by July 1st of each year.

To ensure due diligence, agencies that expend five hundred thousand ($500,000) or more in Federal awards in one year will be required to have audits performed pursuant to OMB Circular A-133 and submitted to the County on an annual basis.

Projects involving public facilities and improvement will be monitored and inspected on an on-going basis to ensure compliance with all local, state, and federal regulations.

Site visits will be performed periodically to monitor compliance when construction triggers Federal Labor Standards Requirements. Davis-Bacon interviews will be verified, payrolls will be reviewed, and follow-up will be provided when wage restitution is required.

If an activity involves acquisition, relocation or displacement, monitoring will be performed to ensure compliance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended.

A review of the timeliness of expenditures will occur quarterly, using in-house spreadsheets and through monitoring of expenditures under the Integrated Disbursement and Information System (IDIS). This review will ensure that the CDBG

program will not have more than 1.5 times the amount awarded on hand sixty (60) days prior to the end of its current program year.

The County will also ensure that IDIS activities are created and closed properly in a timely manner.

Brevard County, as the lead entity for the Consortium, will ensure that CHDOs receiving HOME funds are certified to ensure they continue to meet the requirements for CHDO designation.

Monitoring of rental units funded with HOME funds will be performed on an annual basis to ensure renter incomes and rents comply with HOME program regulations.

Principal residency requirements will be spot monitored on a regular basis through a variety of methods including written confirmation from homeowners who received HOME purchase and/or repair assistance.

Lead-based Paint

1. Describe the actions that will take place during the next year to evaluate and reduce the number of housing units containing lead-based paint hazards in order to increase the inventory of lead-safe housing available to extremely low-income, low-income, and moderate-income families, and how the plan for the reduction of lead-based hazards is related to the extent of lead poisoning and hazards.

Response:
All Housing and Human Services Department Inspectors having completed the online HUD lead based paint course "Healthy Homes and Lead Hazard Control" are certified renovators as defined in 40 CFR Part 745.225. This certification assists the inspectors with identifying the need for further inspections and abatement.

All housing units built prior to 1978, regardless of the funding source, will be evaluated for lead-based paint. The housing inspectors will take note of flaking or chipping paint. If lead-based paint is found, a certified professional will be consulted.

The Consortium will continue to provide technical guidance on lead-based paint and asbestos requirements to CHDOs and non-profits accessing federal and other dollars for housing-related services and operations, demolitions and other activities identified. The Consortium will continue to ensure that existing housing programs and policies conform to the requirements of the code of federal regulations for lead-based paint and asbestos hazards (24 CFR Part 35). Additionally, consumer education is required of all clients receiving rental assistance, down payment or rehabilitation assistance for any home that was built before 1978. Consumer education includes reviewing a Renovation brochure review with the client. Following the brochure review, the client signs a form stating he or she has been advised about the hazards of lead-based paint. The client is also given a copy of the brochure.

HOUSING

Specific Housing Objectives

1. Describe the priorities and specific objectives the jurisdiction hopes to achieve during the next year.

2. Describe how Federal, State, and local public and private sector resources that are reasonably expected to be available will be used to address identified needs for the period covered by this Action Plan.

Response #1: Priorities and objectives hoping to achieve

PRIORITY NEED: AFFORDABLE "OWNER-OCCUPIED" HOUSING

A. Homeowner Purchase Assistance: During the next year, the Brevard County Consortium will promote and facilitate opportunities to increase the availability of owner occupied housing for households with incomes at or below eighty percent (80%) AMI, with priority given to opportunities that will assist households with incomes at or below fifty percent (50%) of the AMI.

Proposed Accomplishments: The Consortium proposes to take affirmative marketing steps to ensure that eligible persons of all racial, ethnic and gender groups, especially those considered least likely to apply living county-wide have a reasonable opportunity and access to funding made available through the First Time Home Buyer Programs.

This proposal will be accomplished through advertisement in local news media, Consortium member web sites, and through local community and faith-based organizations and various community events. The Consortium will also work collaboratively with eligible CHDOs and for-profit agencies to acquire infill lots, utilize existing NSP funding for home ownership and construct or rehabilitate homes for ownership opportunities for eligible households.

Sources of Funding: The Consortium will utilize funds available from the HOME Investment Partnership Program (HOME), Neighborhood Stabilization Program (NSP) Program, and the State Housing Initiative Partnerships (SHIP) Program. Priority will be given to households with incomes at or below fifty percent (50%) of the AMI.

B. Owner Occupied Rehabilitation: During the next year, Brevard County Consortium will promote the preservation of homes and neighborhoods by providing opportunities to improve the quality of existing housing through rehabilitation and reconstruction for households with incomes at or below eighty percent (80%) of the AMI, with priority given to opportunities that will assist households with incomes at or below fifty percent (50%) of the AMI.

Proposed Accomplishments: The Consortium proposes to continue funding housing rehabilitation, replacement, and weatherization activities for eligible homeowners, and will promote activities through the local news media, Consortium member web sites, local community and faith-based organizations, and neighborhood community meetings and events.

Sources of Funding: Brevard County Consortium will utilize funds available from SHIP and HOME funding for housing rehabilitation/replacement activities and State Department of Economic Development funds for Weatherization activities.

PRIORITY NEED: AFFORDABLE "RENTAL" HOUSING

The Consortium will work to continue to increase the supply of affordable rental housing, particularly for households earning fifty percent (50%) of the AMI or less, and encourage our non-profit CHDOs and for-profit housing developers to improve the quality of existing rental housing and to create new rental housing opportunities, especially for persons and households who have special needs.

A. Rental Occupancy Assistance: Provides funds to qualified households for one time rent and security deposits to assist with access to affordable rental housing, as funds will allow. Additionally, the Consortium will continue to support the development of additional rental units for low and moderate income residents throughout the County utilizing the Brevard County Affordable Housing Ordinance and the incentives within Tax Credits and Tax Free Bonds.

B. Tenant Based Rental Assistance (TBRA): TBRA will be provided through the City of Melbourne for qualified households to assist with rental subsidy for up to 24 months.

C. Acquisition/Rehabilitation of Existing Rental Units: During the next year, the Brevard County HOME Consortium will work with for-profit and non-profit developers to promote and facilitate the acquisition, construction, and rehabilitation of affordable rental housing units for households with incomes at or less than eighty percent (80%) of the AMI, with priority given to persons at or below fifty percent (50%) of the AMI.

Proposed Accomplishment: The Consortium proposes to work collaboratively with for-profit and non-profit developers to acquire, rehabilitate, or construct rental units. Priority will be given to households with incomes at or below fifty percent (50%) of the AMI and those households with special needs.

Sources of Funding: Brevard County will utilize funds available from SHIP and HOME.

D. Rehabilitation of Existing Rental Units: The Consortium will work to preserve existing rentals and keep them safe, accessible and affordable.

Proposed Accomplishments: The Consortium proposes to ensure that all housing activities undertaken are evaluated to ensure Americans with Disabilities Act (ADA) compliance and that access issues have been properly addressed where appropriate.

Sources of Funding: Brevard County Housing and Human Services Department and the Consortium will utilize funds from CDBG, HOME, and SHIP carry forward.

PRIORITY NEED: FAIR HOUSING

The Consortium recognizes that fair housing can be an issue in the area of home ownership and rental. Annually, the Consortium holds education workshops about fair

housing that are free for anyone in the community, with special emphasis given to target landlords, rental management companies, local government employees, realtors, minority groups and low-income residents. This year the Consortium will contract with the Brevard County Fair Housing Continuum to test for possible discrimination based on race, color, religion, national origin, gender, familial status and accessibility to ensure that Brevard County Residents have equal access to housing opportunities.

The Consortium jointly worked on identifying Fair Housing Issues with an Analysis of Impediments (AI) Plan. The AI Plan was approved on August 8, 2009 by the Office of Fair Housing and Equal Opportunity. An extension request to complete the 2014 plan update has been made. Results of the AI plan will be reported in the annual Consolidated Annual Performance and Evaluation Report (CAPER).

Information on County housing programs and fair housing law will continue to be available on the County's web page and in a fair housing brochure. Fair housing education continues to be an important component of Consortium funded homebuyer education programs.

The Consortium will continue operation of all of its housing assistance programs in a manner that encourages minorities, as well as persons with disabilities, and other members of protected classes to utilize the programs that meet their housing needs. The HOME Consortium will use affirmative marketing practices in soliciting owners/renters, determining eligibility and concluding all transactions.

Proposed Accomplishment: Brevard County proposes to work collaboratively with community partners to ensure that all Brevard County residents have equal housing opportunities.

Sources of Funding: Brevard County and the Consortium will utilize funds available from HOME, CDBG and other sources within the Brevard County budget. In FY 2014-2015, the Consortium plans to undertake the activities identified below, using the HOME allocation and carry forward dollars.

A breakdown of the Consortiums "Priority Housing Needs/Investment Plan" can be viewed in Section XI Matrix.

SUMMARY OF
2014-2015 HOME FUNDED AFFORDABLE HOUSING ACTIVITIES

MATRIX #	PROJECT NAME	FUNDING AMOUNT	PRIORITY NEED	OBJECTIVES	OUTCOMES	TYPE	ANNUAL NUMERIC GOAL
13	Purchase Assistance	$496,740	Housing	Improve access to affordable housing	Affordability/ Accessibility	Households	25
14A	Owner-Occupied Rehab	$419,160	Housing	Improve the quality of owner housing	Sustainability	Households	8
12, 14G, 01	CHDO Set-Aside	$222,050	Housing	Increase the availability of affordable owner and rental housing	Affordability/ Accessibility Sustainability	Housing Units Households	8
05J	Fair Housing	$8,500	Fair Housing	Fair Housing Tests and Seminars	Accessibility	People	24
01	Acquisition of existing units (sell or rent)	$239,348	Housing	Improve access to affordable housing	Affordability Accessibility	Households	5
05S	TBRA	$55,080	Rental Housing	Improve access to affordable rental housing	Accessibility	Households	5
19A	HOME Program Administration	$62,409	Planning and Administration	Improve the services for low/mod income persons	N/A	Other	N/A
TOTAL HOME FUNDED PROJECTS		**$1,503,287**					

Response #2: Describe other resources that may be available to address needs

The Consortium anticipates receiving additional funding during the period covered by this Action Plan to compliment our HOME funds. The additional funding will assist with addressing identified affordable housing needs. Sources of additional funding include; State Housing Initiatives Partnership (SHIP) Program (carry forward funds), CDBG funds, CDBG, HUD Supportive Housing Grant, and Program Income.

Brevard County serves as a pass through agency for the Hardest Hit Fund; a fund allocated to help pay the mortgages of qualified homeowners who are unemployed or underemployed through no fault of their own. Homeowners who qualify for financial assistance may receive up to 12 months of monthly mortgage payments and/or funds to pay past due mortgage payments to bring the mortgage current. These funds are paid directly to the loan servicer/lender. The County, the cities of Cocoa and Melbourne will act as Advisors for the program to assist clients by determining their eligibility. Several additional local organizations will also be acting as Advisors for the Hardest Hit Program.

The program is designed to provide temporary assistance to eligible homeowners through three (3) programs:

Unemployment Mortgage Assistance Program (UMAP) will provide up to 12 months of payments (with a cap of $24,000) to the mortgage lender to assist unemployed or underemployed borrowers with their first mortgage until they can resume full payments on their own. In addition, up to $18,000 can be paid to help satisfy all or some of any past due amounts owed; this assistance will be paid prior to the UMAP payments beginning and cannot exceed $18,000 total. Any past due amounts over and above the $18,000 are the responsibility of the homeowner. Total assistance available is up to $42,000.

Mortgage Loan Reinstatement Payment (MLRP) Program will be used as a one-time payment to help satisfy all or some of any past due amounts owed on the first mortgage, only. This assistance cannot exceed $25,000 total, and any past due amounts over and above the $25,000 are the responsibility of the homeowner.

UMAP and MLRP program funds will be in the form of a 0% percent, deferred-payment loan; the loan can be forgiven over a five-1/2 year period, at a rate of 20% each year.

Principal Reduction Program (PR) will assist eligible Florida homeowners who owe at least 125% more on their home than its current market value, commonly referred to as the home being "underwater." The Florida Hardest-Hit Fund Principal Reduction (HHF-PR) program will provide up to $50,000 to an eligible homeowner(s) to help reduce the principal balance of the first mortgage.

Needs of Public Housing

1. Describe the manner in which the plan of the jurisdiction will help address the needs of public housing and activities it will undertake during the next year to encourage public housing residents to become more involved in management and participate in homeownership.

2. If the public housing agency is designated as "troubled" by HUD or otherwise is performing poorly, the jurisdiction shall describe the manner in which it will provide financial or other assistance in improving its operations to remove such designation during the next year.

Response #1:
The Brevard County Consortium is served by three Public Housing Authorities, the Titusville Housing Authority which serves the City of Titusville, City of Cocoa Housing Authority, which serves the City of Cocoa and the Brevard Housing Authority which serves Melbourne and the unincorporated areas of Brevard County. All three Housing Authorities offer a variety of supportive activities including self-sufficiency programs for residents. Residents are encouraged to participate in resident council meetings.

The Consortium members will support the Housing Authorities Annual Plan and provide a variety of activities during the year to encourage public housing residents to become more self-sufficient and participate in homeownership. These activities include:

- Offering First Time Homebuyer classes along with down payment assistance to support homeownership to residents.

- Inviting Housing Authority officials to attend all Affordable Housing Council meetings and participate in annual action planning activities.

- Notifying Housing Authority staff and residents of social service programs which would benefit residents.

- Assisting Housing Authority staff with rehabilitation funds to renovate old affordable housing stock.

The Consortium will work with the Housing Authorities to inform residents about the HOME down payment assistance program and give priority to those households who are enrolled in a Housing Authority's homebuyer's class. Information will also be disseminated to manufactured housing parks informing residents of the down payment assistance program.

Response #2:
Although the Housing Authority of the City of Cocoa (HACC) has been deemed by HUD to be a "Troubled Agency" due to a past unpaid debt, the debt was recently paid and the HACC is no longer deemed a "Troubled Agency". Additionally, local policies have expanded to give preference to the following households: those who are living in substandard housing and/or paying more than 50% of their adjusted gross income for contract rent; working families; and homeless families/homeless veterans. The Consortium will continue to work with the HACC. Notification of funding availability, Affordable Housing Council Meetings, and available services will be communicated. Technical assistance will be provided as needed.

Barriers to Affordable Housing

1. Describe the actions that will take place during the next year to remove barriers to affordable housing.

Response:
Brevard County and the Consortium will work with their respective Planning and Zoning Departments to review and improve policies which affect affordable housing in their respective Comprehensive Plans as they undergo review as needed. The Consortium members will attempt to put into their Comprehensive Plan a mechanism to ensure that there is a procedure to review all new policies and procedures, ordinances, and regulations affecting the cost of housing.

Other actions to address barriers to affordable housing will include:

- Implementation of housing assistance programs more fully described in specific housing objectives in this Action Plan. These programs are designed to make housing more affordable, create new housing opportunities and improve access to housing for low-income persons.

- Continuation of neighborhood revitalization activities in target areas: demolition, infrastructure improvements, code enforcement activities to reduce neighborhood blight, create opportunities for affordable infill housing and improve the economic vitality of the affected areas.

- Implementation of expedited permitting for affordable housing as required by SHIP.

- Continuation of homebuyer education programs, fair housing education and related activities as well as community outreach activities in order to increase public awareness of fair housing laws, encourage homeownership and provide general information on the dangers of predatory lending.

HOME Purchase Assistance Program

1. Describe other forms of investment not described in § 92.205(b).

2. If the participating jurisdiction (PJ) will use HOME funds for homebuyers, it must state the guidelines for resale or recapture, as required in § 92.254 of the HOME rule.

    a. If the PJ will use HOME funds to refinance existing debt secured by multifamily housing that is being rehabilitated with HOME funds, it must state its refinancing guidelines required under § 92.206(b). The guidelines shall describe the conditions under which the PJ will refinance existing debt. At a minimum these guidelines must: demonstrate that rehabilitation is the primary eligible activity and ensure that this requirement is met by establishing a minimum level of rehabilitation per unit or a required ratio between rehabilitation and refinancing.
    b. Require a review of management practices to demonstrate that disinvestments in the property has not occurred; that the long-term needs of the project can be met; and that the feasibility of serving the targeted population over an extended affordability period can be demonstrated.
    c. State whether the new investment is being made to maintain current affordable units, create additional affordable units, or both.
    d. Specify the required period of affordability, whether it is the minimum fifteen (15) years or longer.
    e. Specify whether the investment of HOME funds may be jurisdiction-wide or limited to a specific geographic area, such as a neighborhood identified in a neighborhood revitalization strategy under 24 CFR 91.215(e)(2) or a federally designated Empowerment Zone or Enterprise Community.
    f. State that HOME funds cannot be used to refinance multifamily loans made or insured by any federal program, including CDBG.

3. If the PJ is going to receive American Dream Down payment Initiative (ADDI) funds, please complete the following narratives:
    a. Describe the planned use of the ADDI funds.
    b. Describe the PJ's plan for conducting targeted outreach to residents and tenants of public housing and manufactured housing and to other families assisted by public housing agencies, for the purposes of ensuring that the ADDI funds are used to provide down payment assistance for such residents, tenants, and families.

c. Describe the actions to be taken to ensure the suitability of families receiving ADDI funds to undertake and maintain homeownership, such as provision of housing counseling to homebuyers.

Response #1:
The Consortium does not use any other forms of investment not listed in 24CFR Part 92.205(b).

Response #2:
Recapture Guidelines for Homeowner Purchase Assistance
HOME funds invested in homeowner assistance will be subject to "recapture" provisions outlined in 24 CFR Part 92.254.

Except when resale restrictive covenants are mandated by regulation, the Consortium will follow the recapture provisions described in these guidelines. The Consortium's homebuyer assistance program is designed to assist eligible applicants with the purchase of decent, safe and sanitary housing by providing financial assistance for any combination of down payment, repairs, principal reduction and closing costs for new construction and/or existing housing. Both the potential HOME housing unit and the assisted client must be eligible for the program, following specific standards and requirements from HUD. Funds for assistance can be used in the form of amortized, non-amortized, forgivable or deferred payment loans.

Recapture Provision

- Program funds will be secured by a lien, primary or subordinate mortgage; and affordability restrictions enforced via a land use agreement or deed restriction.

- If any uncured default occurs at any time during the period of affordability, the housing unit assisted with HOME funds ceases to be the principal residence of the eligible homeowner or any other terms of the mortgage or land use agreement are violated, then the mortgage balance will become due in full. If a quit-claim deed or any title transfer of ownership is exercised during the affordability period, the date of the transfer will be the default date and all proceeds due will be determined from that date.

- The HOME-assisted housing unit must meet the affordability requirements for not less than the applicable period specified in the following table, beginning after project completion.

Homeownership assistance HOME amount per-unit	Minimum period of affordability in years
Under $15,000	5
$15,000 to $40,000	10
Over $40,000	15

- In the event of a sale during the period of affordability (voluntary or involuntary) of a housing unit which used HOME funds for purchase assistance, the Consortium shall recapture the entire amount due from the net proceeds of the sale. (The

net proceeds are the sales price minus superior loan repayments, other than HOME funds, and any closing costs.)

- When the property is sold and in the event that there are no net proceeds or the net proceeds are insufficient to repay the total HOME investment due, the Consortium shall recapture the net proceeds, if any, in full. The recapture of the net proceeds shall constitute the satisfaction of the HOME mortgage, in accordance with 24 CFR 92.254(a)(5)(ii)(A).

- Under a voluntary sale, the homeowner must sell the home at fair market value. The Consortium will retain the right, but not the obligation, to require the homeowner, at the homeowner's expense, to obtain a certified appraisal to demonstrate fair market value.

- The HOME funds subject to recapture are based on the amount of HOME assistance that enabled the homebuyer to buy the eligible unit, including any HOME assistance that reduced the purchase price from fair market value to an affordable price, but excludes the amount between the cost of producing the unit and the market value of the property, such as the development subsidy. When the HOME assistance is only used for the development subsidy and therefore not subject to recapture, the development subsidy is subject to Resale Restrictions in accordance with 24 CFR 92.254(a)(5)(i).

- Recaptured funds will be used to carry out HOME eligible activities in accordance with 24 CFR Part 92.

- If the housing unit is sold after expiration of the applicable affordability period, the loan and all recapture provisions are forgiven.

2a: The Consortium has no plans to use HOME funds to refinance existing debt secured by multifamily housing that is being rehabilitated with HOME funds.

Response #3:
The Consortium no longer receives American Dream Down Payment Initiative (ADDI) funds.

Specific Homeless Prevention Elements

1. Sources of Funds—Identify the private and public resources that the jurisdiction expects to receive during the next year to address homeless needs and to prevent homelessness. These include the McKinney-Vento Homeless Assistance Act programs, other special federal, state and local and private funds targeted to homeless individuals and families with children, especially the chronically homeless, the HUD formula programs, and any publicly-owned land or property. Please describe, briefly, the jurisdiction's plan for the investment and use of funds directed toward homelessness.

2. Homelessness—In a narrative, describe how the action plan will address the specific objectives of the Strategic Plan and, ultimately, the priority needs identified. Please also identify potential obstacles to completing these action steps.

3. Chronic homelessness—The jurisdiction must describe the specific planned action steps it will take over the next year aimed at eliminating chronic homelessness by 2014. Again, please identify barriers to achieving this.

4. Homelessness Prevention—The jurisdiction must describe its planned action steps over the next year to address the individual and families with children at imminent risk of becoming homeless.

5. Discharge Coordination Policy—Explain planned activities to implement a cohesive, community-wide Discharge Coordination Policy, and how, in the coming year, the community will move toward such a policy.

Response #1: Brevard County is the lead agency for the Brevard Homeless Coalition (BHC). Coalition members are working collectively to implement the changes identified in the HEARTH Act. The BHC annually submits an Exhibit 1 in response to the HUD Notification of Funding Availability (NOFA) for Continuum of Care Homeless Housing Assistance Programs, part of the McKinney-Vento Homeless Assistance Act. The Exhibit 1 is a comprehensive document encompassing the following information: the governance and membership of the BHC, homeless demographics, homeless shelter/housing data, BHC accomplishments of the previous twelve (12) months, BHC goals for the following twelve (12) months and the application requesting renewal of grant funding. The Exhibit 1 also serves as the annual plan for accessing other federal, state, local, and private funds to assist the homeless and to provide for homeless prevention activities. The Continuum of Care meets bi-monthly and has approximately fifty (50) active members. At least six (6) BHC member agencies will individually submit applications to the Florida Department of Children and Families (DCF) Emergency Shelter Grant Request for Proposals.

Homeless Resources expected to receive during the next year to address homeless needs and to prevent homelessness:

FEDERAL RESOURCES

Grant Name	Awarded Amount
HUD Supportive Housing Grant	$828,171

Supportive Housing Grant funds will be used for the following:

- 211 Brevard as the Lead Agency for the Homeless Management Information System (HMIS) network, providing oversight and technical assistance to local agencies and ensure compliance with all HUD HMIS Technical Standards.

- The Coalition for the Hungry and Homeless of Brevard (CHH) for Transitional and Permanent Supportive Housing. Transitional housing units are scattered site housing throughout Brevard County, providing temporary housing for up to two years for qualified households. Permanent Supportive Housing is located at Victory Village in Titusville, providing long-term housing (no time limit) for chronically homeless veterans with supportive services available as needed.

- Crosswinds Transitional Living Program for Housing Homeless Youth, providing housing for youth who have aged out of foster care or who have become homeless. Supportive services include job training, education, and child care assistance.

STATE RESOURCES

Grant Name	Awarded Amount
Brevard Homeless Coalition; Staffing Grant	$71,428.57
Total	$71,428.57

Brevard County Housing and Human Services subcontracts with United Way of Brevard to assist with the coordination and facilitation of the point and time count as well as the Homeless Coalition.

Response #2:
HOME funds will be advertised for availability during the plan year and will include a request that all units dealing with transitional housing or homeless activities will coordinate with the Brevard Homeless Coalition (BHC) for referrals. Priority consideration will be placed on projects that support the increase of rental housing units for individuals and families with children exiting homelessness from transitional housing. To keep rents as low as possible, units that are funded 100% with HOME funds shall be requested to rent to families at or below 50% of the AMI.

Some of the obstacles to this program would include the need to deeply subsidize units, especially the set-asides for those at or below thirty percent (30%) of the AMI. Additionally, the objections of residents from the neighborhoods surrounding affordable housing projects may preclude the construction of the project.

Brevard County, through the BHC, places emphasis on homeless projects that will support a goal toward the elimination of chronic homelessness. Persons who meet the following three (3) conditions are considered chronically homeless: 1) Must be homeless for one (1) year or more or have been homeless three (3) times or more in a four year period; 2) Must be have at least one (1) disability that is physical, mental, developmental, and/or have a substance abuse condition; and 3) Must be unaccompanied.

Due to the depth of their disabilities, the chronically homeless face barriers to self-sufficiency, and as such usually require more in-depth services than traditionally offered by the social services available; therefore, causing some agencies to choose not to offer services/programs needed by the chronically homeless. The barriers for the agencies include:

- The nature of their core mission may not match.
- The intense case management involved may be cost prohibitive for some agencies.
- The cost of retrofitting/rehabilitating housing to be compliant with the Americans with Disabilities Act (ADA).
- The lack of supportive resources from other community programs, such as mental health care.

Through the BHC grant application process for federal and state grants, agencies will be encouraged to serve chronically homeless persons with the addition of bonus points for projects directing part or all assistance to the chronically homeless.

Additionally, affordable rental housing projects assisted through the jurisdiction will encourage funded agencies to offer available housing to chronically homeless receiving assistance from BHC member agencies.

The Brevard Homeless Coalition will establish and operate a centralized assessment system that provides an initial, comprehensive assessment of the needs of individuals and families for housing and services. They will establish written standards for eligibility for assistance of individuals and families, determining and prioritizing which eligible individuals and families will receive transitional housing assistance, rapid rehousing assistance, and permanent supportive housing assistance. In addition, BHC will determine what percentage or amount of rent each program participant must pay while receiving rapid rehousing assistance.

The Brevard Homeless Coalition will review and implement a "Housing First" methodology as an alternative to the current system of emergency shelter/transitional housing, which tends to prolong the length of time that families remain homeless. The methodology is premised on the belief that vulnerable and at-risk homeless families are more responsive to interventions and social services support after they are in their own housing, rather than while living in temporary/transitional facilities or housing programs. With permanent housing, these families can begin to regain the self-confidence and control over their lives they lost when they became homeless.

Response #4:

Through the Brevard County Community Action Agency and the Housing and Human Services Department, several programs are in place to prevent individuals and families with children from becoming homeless. Assistance is provided utilizing various federal, state and local programs and resources. These programs include but are not limited to: food vouchers; prescription assistance; transportation assistance; rent/mortgage assistance; and utility payments.

The Brevard Homeless Coalition will establish and operate a centralized assessment system that provides an initial, comprehensive assessment of the needs of individuals and families for housing and services. The Coalition will develop a specific policy to guide the operation of the centralized or coordinated assessment system on how its system will address the needs of individuals and families who are fleeing, or attempting to flee, domestic violence, dating violence, sexual assault, or stalking, and those who are seeking shelter or services from non-victim service providers. Children's Home Society has provided a template for a coordinated assessment that could be used on Google Docs.

Response #5:

The BHC includes in its membership institutional agencies with discharge policies. The BHC leadership has contacted agencies that are not members, such as the Brevard County jails and medical facilities to initiate discussions on discharge polices. It has determined they all have a discharge policy and have working relationships with various members of the BHC. BHC members in receipt of McKinney-Vento Act funds do not accept clients who are discharged from institutions into their transitional housing programs. Other members are funded through a Florida Department of Corrections grant to provide transitional housing to clients discharged from jails.

Emergency Shelter Grants (ESG)

(States only) Describe the process for awarding grants to State recipients, and a description of how the allocation will be made available to units of local government.

Action Plan ESG response: N/A

COMMUNITY DEVELOPMENT

Community Development

1. Identify the jurisdiction's priority non-housing community development needs eligible for assistance by CDBG eligibility category specified in the Community Development Needs Table (formerly Table 2B), public facilities, public improvements, public services, economic development, neighborhood capacity building and technical assistance.

2. Identify specific long-term and short-term community development objectives (including economic development activities that create jobs), developed in accordance with the statutory goals described in section 24 CFR 91.1 and the primary objective of the CDBG program to provide decent housing and a suitable living environment and expand economic opportunities, principally for low- and moderate-income persons.

*Note: Each specific objective developed to address a priority need, must be identified by number and contain proposed accomplishments, the time period (i.e., one, two, three, or more years), and annual program year numeric goals the jurisdiction hopes to achieve in quantitative terms, or in other measurable terms as identified and defined by the jurisdiction.

Response #1:

Brevard County has identified seven (7) neighborhood strategy areas that are located throughout the County where each neighborhood meets the definition as defined by HUD as a low/mod area (LMA). It is the County's vision to revitalize each of these neighborhoods in ways that will render the neighborhood strategy areas ineligible as a low/mod area.

Below is a summary of the priorities identified by various venues within Brevard County. Included were the neighborhoods, community surveys, technical assistance, capacity building training and meetings with special needs groups, leadership forums, and citizen input at public hearings.

NON-HOUSING COMMUNITY DEVELOPMENT PRIORITIES Funding Type: CDBG	PRIORITY
GOAL 1: PUBLIC FACILITIES Objectives 1. Improve quality/increase quantity of neighborhood facilities serving LMI persons 2. Improve quality/increase quantity of facilities that benefit LMI Youth 3. Improve quality/increase quantity of facilities that benefit seniors and the elderly	High
GOAL 2: INFRASTRUCTURE Objectives 1. Improve quality/increase quantity of public improvements that benefit LMI	High
GOAL 3: ECONOMIC DEVELOPMENT Objectives 1. Improve economic opportunities for LMI	High
GOAL 4: PUBLIC SERVICES Objectives 1. Improve services for LMI persons 2. Improve services for LMI youth 3. Improve services for LMI seniors and the elderly 4. Improve services for disabled adults	High
GOAL 5: DEMOLITION & CLEARANCE Objectives 1. Continue to carry out demolition and clearance activities in an effort to reduce/eliminate slum and blighted conditions. 2. Reduce street and drainage littering.	High
GOAL 6: LAND ACQUISITION Objectives 1. Expand land acquisition opportunities in order to increase the supply of affordable housing for low to moderate-income residents.	High
GOAL 7: TECHNICAL ASSISTANCE AND CAPACITY BUILDING FOR NEIGHBORHOOD ORGANIZATIONS AND NON-PROFIT AGENCIES Objectives 1. Continue to provide technical assistance and capacity building services to neighborhood organizations carrying out neighborhood revitalization activities within the County's identified neighborhood strategy areas.	High
GOAL 8: CRIME PREVENTION, NUISANCE & SAFETY NEED Objectives 1. Improve street lighting and sidewalks 2. Remove and renovate vacant buildings	High

Response #2:
The County has identified the following long-term and short-term objectives.

Long term objectives:

1. Enhance the quality of life and safety for families residing in low to moderate income areas.
2. Identify and inventory potential infill properties in the strategy areas suitable for development as low/mod income housing and work with our CHDOs to develop these properties.
3. Work with developers to provide affordable, decent, safe and sanitary housing for low to moderate income residents.
4. Identify and provide appropriate training for economic development activities to residents in the strategy areas that will increase the ability of each community to become self-sufficient.
5. Identify areas of need within each strategy area for infrastructure for potable water and sanitary sewer systems to improve health and safety conditions within the community.
6. Explore Economic Development opportunities principally for low-and moderate-income persons. For the purpose of job creation and retention: establishment, stabilization and expansion of small businesses including micro-businesses, revolving loan program, job training, technical assistance, job training and utilization of the Section 108 Loan Program.
7. Promote business creation and expansion for low and moderate income persons in targeted low and moderate income areas in the County.
8. Identify potential job training and housing opportunities for low to moderate income residents within each of the strategy areas.
9. Identify and provide funding necessary to improve public services to enhance the quality of life for low to moderate residents and increase opportunities for sustainability and self-sufficiency.
10. Identify properties in the County eligible for demolition to eliminate slum and blight conditions and increase the safety of families living near unsafe structures.

Short-term objectives:

1. Identify the need for public facilities within the strategy areas.
2. Improve existing deteriorated infrastructure in low and moderate-income areas that improve the quality of life and meet health and safety standards.
3. Provide technical assistance or financial resources to stimulate business retention and expansion.
4. Provide funding or technical assistance to private non-profit and public agencies meeting the public service needs of the County's low and moderate income population, concerning health and safety, education, and/or personal development needs.
5. Provide funding or technical assistance to assist in the implementation of programs for special population groups such as the elderly, youth, persons with disabilities.
6. Provide technical assistance and capacity-building training for neighborhood organizations in the strategy areas.

BREVARD COUNTY

In FY 2014-15, the County's CDBG Program will undertake the activities listed below.

SUMMARY OF 2014-2015 CDBG FUNDED ACTIVITIES

MATRIX #	PROJECT NAME	FUNDING AMOUNT	OBJECTIVE	OUTCOME	PRIORITY NEED	ACCOMPLISHMENT TYPE	ANNUAL NUMERIC GOAL
05	Cuyler Community Learning Center	$66,923	Suitable Living Environment	Sustainability	Public Services	People	300
05	Central Brevard Sharing Center	$45,246	Suitable Living Environment	Sustainability	Public Service	People	1450
05	Early Learning Coalition	$18,098	Suitable Living Environment	Sustainability	Public Service	People	95
05	Community Services Council	$22,623	Suitable Living Environment	Sustainability	Public Service	People	20
05	AMI Kids Space Coast	$22,623	Suitable Living Environment	Sustainability	Public Services	People	66
		$175,513					
04	Demolition	$21,000	Suitable Living Environment	Sustainability	Demolition and Clearance	People	10
03F	West Cocoa Pocket Park	$273,900	Suitable Living Environment	Availability/ Accessibility	Public Facility	People	2044
03F	Woody Simpson Park Community Room	$528,068	Suitable Living Environment	Availability/ Accessibility	Public Facility	People	1557
03I	Schoolhouse Paving & Drainage	$366,089	Suitable Living Environment	Availability/ Accessibility	Infrastructure	People	1549
03I	Burnett Rd Beautification/Sidewalks	$328,168	Suitable Living Environment	Availability/ Accessibility	Infrastructure	People	2044
21A	CDBG Program Administration	$234,017	Suitable Living Environment	Availability/ Accessibility Sustainability	Administration	Other	N/A
CDBG TOTALS		$1,926,775					

CDBG Project Descriptions for FY 2014-2015

Burnett Rd. Beautification & Sidewalks
This project will consist of sidewalk construction, lighting, landscaping and some drainage improvements.

Schoolhouse Paving and Drainage
This project consists of the design and construction of roadway and drainage improvements.

Woody Simpson Park Community Room
This project will consist of the construction of a multi-purpose building for the purpose of carrying out needed services and activities for the low to moderate income persons living in Merritt Island.

West Cocoa Pocket Park
This project will consist of the design and construction of a low-impact Park for the West Cocoa neighborhood.

Demolition
The Demolition Program provides for the prevention and elimination of slum and blighted conditions by removing unsafe structures.

Cuyler Community Learning Center
Cuyler Community Learning Center provides educational programs for youth and seniors. School-aged participants will have the opportunity for tutoring and homework assistance. Additional programs include college program workshops, sample SAT and ACT tests, and drug awareness and prevention activities. Adults and seniors may attend a variety of community workshops and training included resume building, senior fitness, teen pregnancy awareness, and music therapy & appreciation.

Central Brevard Sharing Center
Central Brevard Sharing Center provides a nutritious meal for low to moderate income qualified individuals and families in need. The goal is to improve nutrition and quality of life to those who are served.

Early Learning Coalition
Provides child care subsidies to assist eligible families with the high cost of child care.

Community Services Council of Brevard County (Senior Nutrition Program)
The Senior Nutrition Program's goal is to reduce hunger among the elderly, improve nutritional intake and reduce feelings of isolation. Home delivered meals, congregate meals and nutrition/health information help seniors maintain and improve health.

AMI Kids Space Coast
AMI Kids Space Coast helps rehabilitate at-risk youth through academic and vocational training. Activities will include instruction in reading, math social studies, science, language arts, life skills, GED preparedness, and culinary arts vocational training.

Antipoverty Strategy

1. Describe the actions that will take place during the next year to reduce the number of poverty level families.

Response:

Short term emergency services such as food, shelter, utility assistance, rental payments, security and utility deposits will be provided thru various County programs and partnerships with non-profit agencies. While this assistance is essential, the ultimate goal of the County is to assist individuals and families to become self-sufficient. Programs will be funded and collaborations formed to address childcare needs, homeless prevention, safe, decent and affordable rental and homeownership assistance. Educational programs, job training, job placement services, and various other self-help programs will be in place to assist with providing necessary tools to meet self sufficiency goals.

In addition to supporting community-wide efforts as described above, the County and the Consortium will use CDBG and HOME funds to support a variety of activities that are

specifically designed to help low- and moderate-income persons and families break the cycle of poverty. These activities include the following support programs:

- The South Brevard Women's Center
- The Brevard Homeless Coalition
- Habitat for Humanity
- Friendship Community Development Center
- Cuyler Community Learning Center
- Central Brevard Sharing Center
- Early Learning Coalition
- Community Services Council of Brevard
- The Brevard County Housing Authority
- The Housing Authority of the City of Titusville
- Coalition for the Hungry and Homeless
- North Brevard Charities Sharing Center

Additionally, the Brevard County Housing and Human Services Department (HHS) and the Consortium works in partnership with many for profit and non-profit developers utilizing State Housing Initiatives Partnership (SHIP) Program and HOME funding to expand housing opportunities for residents living in poverty situations.

NON-HOMELESS SPECIAL NEEDS HOUSING

Non-homeless Special Needs (91.220 (c) and (e))

1. Describe the priorities and specific objectives the jurisdiction hopes to achieve for the period covered by the Action Plan.

2. Describe how Federal, State, and local public and private sector resources that are reasonably expected to be available will be used to address identified needs for the period covered by this Action Plan.

Response #1: Priorities

Brevard County plans to coordinate its efforts with the HOME Consortium, CHDOs, and other developers to construct and/or rehabilitate and make affordable housing units available for persons identified with mental illness, physical and mental disabilities, frail elderly, substance abuse, and HIV/AIDS.

Response #2: Describe how resources will be addressed

Based on available funding sources, the Brevard County Consortium will issue Requests For Proposals (RFP) to develop and operate units for special needs persons identified in the community. The RFP will be in line with the identified priorities as listed in the 2011-2016 Strategic Plan. Proposals will be selected based upon, developer's capacity, needs assessments, cost per unit, available supportive services, and location.

Housing Opportunities for People with AIDS

1. Provide a brief description of the organization, the area of service, the name of the program contacts, and a broad overview of the range/type of housing activities to be done during the next year.

2. Report on the actions taken during the year that addressed the special needs of persons who are not homeless but require supportive housing, and assistance for persons who are homeless.

3. Evaluate the progress in meeting its specific objective of providing affordable housing, including a comparison of actual outputs and outcomes to proposed goals and progress made on the other planned actions indicated in the strategic and action plans. The evaluation can address any related program adjustments or future plans.

4. Report on annual HOPWA output goals for the number of households assisted during the year in: (1) short-term rent, mortgage and utility payments to avoid homelessness; (2) rental assistance programs; and (3) in housing facilities, such as community residences and SRO dwellings, where funds are used to develop and/or operate these facilities. Include any assessment of client outcomes for achieving housing stability, reduced risks of homelessness and improved access to care

5. Report on the use of committed leveraging from other public and private resources that helps to address needs identified in the plan.

6. Provide an analysis of the extent to which HOPWA funds were distributed among different categories of housing needs consistent with the geographic distribution plans identified in its approved Consolidated Plan.

7. Describe any barriers (including non-regulatory) encountered, actions in response to barriers, and recommendations for program improvement.

8. Please describe the expected trends facing the community in meeting the needs of persons living with HIV/AIDS and provide additional information regarding the administration of services to people with HIV/AIDS.

9. Please note any evaluations, studies or other assessments that will be conducted on the local HOPWA program during the next year.

Specific HOPWA Objectives

Describe how Federal, State, and local public and private sector resources that are reasonably expected to be available will be used to address identified needs for the period covered by the Action Plan.

Response:
The City of Palm Bay designates its HOPWA funds to the State of Florida which then allocates the monies to United Way for distribution among the three HIV/AIDS agencies in Brevard County.

The United Way of Brevard County administers the HOPWA program in Brevard County. HOPWA is grant funded by the Florida State Department of Health. It is anticipated that $473,099 will be received during 2014-2015. The United Way serves as the lead entity and fiscal agent, and subcontracts to Comprehensive Health Care, Project Response, and the Brevard County Health Department for case management services. The case managers provide services to families and, when applicable, access HOPWA funds to provide assistance in the form of rent, short-term housing, utilities and mortgage assistance.

Other Narrative

HOME Match Funds

The Consortium plans to utilize State Housing Initiatives Partnership (SHIP) Program funds and other non-federal funding sources for the mandatory 25% local match for the HOME funds.

Home Program Income

The Consortium plans to use five per cent (5%) of eligible program income towards administrative costs. These dollars will be tracked and reported in the Consolidated Annual Performance and Evaluation Report (CAPER). Recaptured funds are not eligible for additional administrative dollars.

Public Comments/Legal Notice

The 2014-2015 Action Plan was public noticed on June 13, 2014 and gave the locations where the Plan would be available for review. The notice gave citizens the opportunity to review the Action Plan and funding recommendations for a 30 day period, with the opportunity to provide comments that would be included in this section of the Action Plan.

A final Public Hearing was held by the Brevard County Board of County Commissioners on August 5, 2014. No comments were given. The Action Plan was adopted by the Brevard County Board of County Commissioners on August 5, 2014.

General Complaints

About the Process and Determination of Priorities

Brevard Housing and Human Services staff has been withholding pertinent information from the Advisory Board and The County Commission about the finances of the CDBG Program in Brevard, This must come to an end.

Staff makes important decisions about projects, procedures, and priorities without consulting with either the advisory board, or the BOCC, let alone the residents.

Staff has misrepresented the intentions of the advisory board to the BOCC on numerous occasions.

Staff has Refused, rebuffed, or ignored requests for information and documentation on many different occasions and many times were questioned for not complying by advisory board members.

Staff thinks for some reason it is the only one who decides which project to prioritize and thinks it can just inform the Boards of the staff decision. The advisory board should be making all decisions on which projects to complete and when.

Projects concerning Health or safety endangerment mitigation should be given priority over all other projects, always! The advisory Board has made this statement over and over again but staff seems to ignore those directions.

Staff must repair the damage in the trust that the citizens have toward county staff, caused by the inappropriate actions and misguided leadership of the staff director.

Lies to the communities and citizens of this county should be dealt with severely and result in immediate removal of authority. A public, published policy should be immediately crafted and adopted (with zero tolerance, zero escape clauses) to be sure that this abhorrent behavior is never successfully displayed by anyone under the employment of Brevard County ever again. Employees of this County work for the citizens , staff must remember this basic tenement of their employment regardless of their perceived position.

COMPLAINTS OF

EVENTS, PROCEEDURES, and BEHAVIOR ENDURED BY

WEST CANAVERAL GROVES STRATEGY AREA

NOT REQUIRED OF ANY OTHER STRATEGY AREA IN BREVARD COUNTY

BEFORE, DURING, OR AFTER THE APPROVAL OF THE WCG WATERLINE PROJECT.

WCG SUBMITTED TWO APPLICATIONS ON THE SAME DAY, BOTH WERE ACCEPTED AND APPROVED. ONE WAS LATER DROPPED FROM THE OFFICIAL QEUE OF PROJECTS. EVEN THOUGH INQUIREES HAVE BEEN MADE NO ATTEMPT HAS BEEN MADE TO CORRECT THE ERROR. The missing project is for road improvement to satellite Blvd.

Required in 2003 to have public meetings to complete a "Neighborhood Action Plan" "to properly determine the priorities of the community" as the first step to getting our project.

Community had to Identify other sources of funding and present to staff those possible solutions because the pre award process was not available to the county.

Had to meet with staff and USDA on several occasions to find out eligibility and how the process would work. Only to have to correct the false statements made to D1 Commissioner about the need to require an MSTU/ MSBU before the application was presented to USDA for review prior to application process beginning. This happened on several occasions.

Had HHS Director come to community meeting and inform the community (in the Presence of D1 Commissioner) that HUD had instructed him that WCG no longer was qualified for the project and would have to requalify as a strategy area in order to receive funding. It was found to be blatantly false and in fact HUD had instructed just the opposite.

Then within a week the director informed the Advisory Board , that the project no longer qualified because "the Scope Had changed" even though during a Conference call With the Director of HUD in Jacksonville it was determined that the scope had not changed and by the way the project and the community would always be eligible for the project until it's completion. This Claim had to be

publicly addressed and refuted at the CDBG ADVISORY BOARD meeting when the director was trying to talk the board into killing the project. The board reaffirmed the project again.

The HHS director again used those false statements to convince the BOCC not to allow the pre award process to fund the project.

Had to prove that Fire safety was always a part of this project

Have had to have our project reaffirmed by the board on several occasions.

Have been held to a per house cost /benefit threshold never asked discussed or required by any community in the past or any project accepted and completed after WCG Waterline project was approved.

Have had to ask BOCC for permission to fund.

Have had to ask all residents to sign something that says they plan to sign an agreement to connect.

Have had to remain defensive against county staff, thus having relationships between staff , advisory board, and community harmed and causing major disruption and lack of trust of the HHS staff on the part of the citizens of Brevard county.

Had Agenda items purposefully crafted by staff with the intent to have the project killed and funding options systematically refused by BOCC by utilizing false statements and misinformation and negative reinforcement along with scare tactics.

WCG has had the intent, wishes, and recommendations of the advisory board misrepresented by staff to the commission. Including, but not limited to: making statements of Advisory Board direction that simply never has occurred or is just the opposite of what is officially filed to BOCC.

Had to endure Discussions of MSBU and MSTU processes to fund the project, which was later proven to be premature and not required (as was claimed by staff) for the USDA Rural Water program. No other strategy area has ever had to consider this. EVER!!!!

Have recently found out that there has been plenty of money to complete the project in a single funding cycle or two at most. But staff had not disclosed the

fact that there was 1.5 times our annual allocation in a credit account that HUD has regularly requested get used over the years. WCG has been told for 12years theres not enough money when in fact there was. Another Lie to the community and the advisory board or just failure to disclose all pertinent information? Which ever is a violation of public trust and HUD Guidelines.

WCG residents wants to Know what the annual Balances of the Credit Account with HUD was on each month for the last 13 years.

No other strategy area has ever had to endure this kind of abuse of authority by county staff. No Community should, No community Should!

PUBLIC NOTICE
BREVARD COUNTY HOME CONSORTIUM
FY 2014-2015 CONSOLIDATED ACTION PLAN FUNDING SUMMARY

PUBLIC COMMENT AND PUBLICATION NOTICE

NOTICE TO CITIZENS: Brevard County is the recipient of federal grant funds through programs administered by the United States Department of Housing and Urban Development (HUD). These federal grants include the Community Development Block Grant (CDBG) Program and the HOME Investment Partnership Program. Brevard County receives and extends HOME funds through the Brevard County HOME Consortium, formed in 1991 for the purpose of qualifying for HOME Investment Partnership Program funds. The Consortium is comprised of Brevard County and the Cities of Melbourne, Palm Bay, Titusville, and Cocoa. Brevard County is the lead agency in the Brevard County HOME Consortium. Each of the consortium members receives CDBG funds directly from HUD and is individually responsible for developing their own 5 yr and 1 yr CDBG Plans. These programs are designed primarily to assist the County's low and moderate-income residents. In order to streamline the administration of the programs, HUD has consolidated all of the local planning and citizen participation requirements for the aforementioned grant programs into a single administrative process called: "The Consolidated Plan."

CONSOLIDATED PLAN SUMMARY: The Consolidated Plan is the result of analyzing data and input from many sources. The 2011-2016 Consolidated Plan was developed through the collaborative efforts and input from County and City staff, local and community-based non-profits and for-profits, and local residents.

Brevard County follows an adopted Citizen Participation Plan, which provides for scheduled public hearings and encourages citizens, service providers, and interested individuals to provide input. During the development of the 2011-2016 Consolidated Plan and the 2014-2015 Action Plan, meetings were held at different stages of the process to provide the greatest possible citizen participation, consultation, and partnership-building benefits. Actions included a County-wide needs assessment survey, community and neighborhood meetings and public hearings that were conducted throughout the County to obtain input from residents on the Plans. The meetings were held to determine goals, priorities, and activities to be undertaken as identified in the 5 yr. Consolidated Plan.

ONE YEAR 2014-2015 ACTION PLAN: Based on the information and analysis presented in the 2011-2016 Brevard County HOME Consortium Consolidated Plan, community surveys, and public input, the County annually develops a One-Year Action Plan. This Plan sets priorities and allocates the County's FY2014/15 CDBG funds and the County's and Cities HOME funds for activities designed primarily to assist the low and moderate income residents in the upcoming program year, beginning October 1, 2014.

The following are the proposed allocations and funding recommendations for the use of County CDBG and HOME funds for FY 2014-2015:

CDBG PROGRAM (Brevard County): The CDBG's FY 2014-2015 total estimated allocation is **$1,170,088**. The allocation breakdown is as follows:

Public Service Projects	
Cuyler Community Learning Center	$ 66,923.00
Central Brevard Sharing Center	$ 45,246.00
Community Services Council of Brevard County	$ 22,623.00
Early Learning Coalition	$ 18,098.00
AMI Kids Space Coast	$ 22,623.00
Subtotal Public Services	**$175,513.00**
Administration	**$234,017.00**

Capital Improvement Projects/Demolition:	
Burnett Road Beautification & Sidewalk	$ 155,219.00
Woody Simpson Park Community Room	$ 155,219.00
Schoolhouse Paving & Drainage	$ 155,220.00
West Cocoa Pocket Park	$ 273,900.00
Demolition	$ 21,000.00
Subtotal Capital Improvement/Demolition:	**$ 760,558.00**

Total CDBG Funding: $1,170,088

HOME PROGRAM: The Brevard County HOME Consortium's FY 2014-2015 total estimated allocation is $624,092. The allocation breakdown is as follows: Brevard County $152,072.48; Titusville $88,539.20; Cocoa $47,031.36; Melbourne $150,516.64; Palm Bay $185,932.32.

The Affordable Housing Council's recommendations for the County are below along with the totals for the Cities and the Consortium:

	COUNTY	CITIES	CONSORTIUM
CHDO 15% Set-Aside as Required by HOME Federal Regulations	$ 22,811.72	$ 70,800.28	$ 93,612.00
Owner-Occupied Rehab/Repair/Replacement Programs	$ 102,112.54	$ 105,638.46	$ 207,751.00
Acquisition Resale/Rental Housing	$ 0	$ 0	$ 0.00
Down Payment/Purchase Assistance	$ 0	$ 196,740.00	$ 196,740.00
Fair Housing Administration	$ 2,500.00	$ 6,000.00	$ 8,500.00
Tenant Based Rental Assistance	$ 0	$ 55,080.00	$ 55,080.00
Administration	$ 24,648.22	$ 37,760.78	$ 62,409.00
TOTAL	$ 152,072.48	$ 472,019.52	$ 624,092.00

THIRTY-DAY PUBLIC COMMENT PERIOD: There will be a thirty-day public comment period from June 16, 2014 to July 16, 2014, at 5:00 P.M. regarding the County's Consolidated Plan, Action Plan and Proposed Use of Funds. During this period, a draft of the Plans will be available for public review on the Brevard County Web site, www.brevardcounty.us/Human_Services, and at the following locations:

Brevard County Housing & Human Services Department
2725 Judge Fran Jamieson Way
Bldg. B. Suite 106
Viera, FL 32940
(321) 633-2076

City of Palm Bay Housing & Neighborhood Development Services
120 Malabar Rd, SE
Palm Bay, FL 32907
(321) 952-3429

City of Cocoa
Community Development
65 Stone Street
Cocoa, FL 32922
(321) 433-8511

City of Titusville
Neighborhood Svcs. Dept.
725 Deleon Ave.
Titusville, FL 32780
(321) 383-5779

City of Melbourne Housing & Community Development
695 East University Boulevard
Melbourne, FL 32901
(321) 674-5734

Titusville Public Library
2121 S. Hopkins Ave.
Titusville, FL 32780
(321) 264-5026

Franklin T. Degroodt Public Library
6475 Minton Rd. S.W.
Palm Bay, FL 32908
(321) 952-6317

Central Brevard Public Library
308 Forest Ave.
Cocoa, FL 32922
(321) 633-1792

WRITTEN COMMENTS: Please address any written comments to: Brevard County Housing & Human Services Department, Attention: Dorenda Christian, Special Projects Coordinator, 2725 Judge Fran Jamieson Way, Building B, Suite B-106, Viera, FL 32940.

PUBLIC HEARINGS: Public hearings on the proposed FY 2014-2015 Action Plan are scheduled to be held as follows: July 8, 2014, and July 22, 2014 for final action and adoption. The Public Hearings will be held during the Brevard County Board of County Commissioners meeting, 1st floor Commission Chambers, Building C, 2725 Judge Fran Jamieson Way, Viera, FL 32940.

RESPONSE TO CITIZENS: The County will respond within fifteen (15) days, in writing, to the public comments and will include them in the Consolidated and Action Plans.

ADDITIONAL INFORMATION:
To ensure accessibility to all interested persons, including those with disabilities as defined by the Americans with Disabilities Act (ADA) and the Florida Accessibility Code (FAC), provisions of the this ad and documents listed above may be requested in an alternative format, or if there is a need of assistance to participate at scheduled meetings please contact Mr. Brian Breslin, Housing & Human Services Department at (321) 633-2076 at least 48 hours before the meeting

If a person desires to appeal any decision made by this board with respect to any matter considered at these public hearings, such a person will need a record of this proceeding and that, for such purposes, such person may need to ensure that a verbatim record of this proceeding is made, at his/her own expense, which record includes testimony and evidence upon which any such appeal is to be based.

FT-0000507466

AD# 334730,07/08/2014

CORRECTIVE - PUBLIC NOTICE
BREVARD COUNTY HOME CONSORTIUM
FY 2014-2015
PUBLIC COMMENT AND PUBLICATION NOTICE

The Brevard County HOME Consortium public hearing previously scheduled for July 8, 2014 for the Consolidated Action Plan has been cancelled and rescheduled for the Brevard County Board of County Commission Meeting on July 22, 2014 at the Government Center, Building C, 2725 Judge Fran Jamieson Way, Viera, FL 32940.

For further information contact Dorenda Christian at (321) 633-2076

COUNTY-CONTRACTOR AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 2016, A.D., by and between Brevard County, Florida, party of the first part (hereinafter sometimes called the "County") and RMS Constructors Group, LLC, party of the second part (hereinafter sometimes called the "Contractor").

WITNESSETH:

WHEREAS, the County is desirous of obtaining the services of a construction contractor to perform the construction of the **BURNETT ROAD IMPROVEMENT PROJECT**, and

WHEREAS, the provision of such services to be performed shall mutually benefit the parties hereto and the residents of Brevard County, Florida.

NOW THEREFORE, in consideration of the covenants herein contained, it is mutually agreed between the parties as follows:

1. **SCOPE OF WORK:**
   The Contractor shall furnish all labor, materials, equipment, machinery, tools, apparatus, and transportation and perform all of the Work shown on the Drawings and described in the Specifications entitled: **BURNETT ROAD IMPROVEMENT PROJECT**, as prepared by Morgan and Associates Consulting Engineers, Inc., 504 N. Harbor City Blvd., Melbourne, FL 32935.

2. **THE CONTRACT SUM AND PAYMENTS:**
   2.1 The County shall pay the Contractor for work provided under this Agreement as described in "Attachment A" to this Agreement, and made a part of this Agreement by this reference. The County reserves the right to deduct from any Contractor Affidavit an amount for defective or nonconforming work or for work not provided but claimed. The County shall remit payment in accordance with the Florida Prompt Payment Act, Florida Statute section 218.70, et seq.

   2.2 Based upon the price shown in the Proposal heretofore submitted to the County by the Contractor, a copy of said Proposal being a part of these Contract Documents, the aggregate amount of this Contract is the sum of Four Hundred-Seven Thousand, Three Hundred Thirty-Five Dollars ($407,335.00).

3. **COMMENCEMENT AND COMPLETION OF WORK:**
   3.1 The Contractor shall commence work within 10 business days after issuance of Notice-To-Proceed.

   3.2 The Contractor shall prosecute the Work with faithfulness and diligence and shall complete the Work not later than One Hundred and Twenty (120) business days after issuance of Notice-to-Proceed.

4. **CONTRACTOR'S ACCEPTANCE OF CONDITIONS:**

4.1 The Contractor hereby agrees that the surface of the site has been carefully examined and sufficient test holes have been made, or other subsurface investigations made and is satisfied that such site is a correct and suitable one for this Work and assumes full responsibility therefore.

4.2 The provisions of this Contract shall control any inconsistent provisions contained in the specifications. All Drawings and Specifications have been read and carefully considered by the Contractor, who understands and agrees to their sufficiency for the Work to be done. It is expressly agreed that under no circumstances, conditions or situations, shall this Contract be more strongly construed against the County than against the Contractor and the Surety.

4.3 Any ambiguity or uncertainty in the Drawings or Specifications shall be interpreted and construed by the County's Engineer and the decision shall be final and binding upon all parties.

4.4 It is distinctly understood and agreed that the passing, approval and acceptance of any part of the Work or material by the County, the Engineer, or by any agent or representative of the County or Engineer as in compliance with the terms of this Contract and of the Drawings and Specifications covering said work, shall not operate as a waiver by the County of strict compliance with the terms of this Contract, and/or the Drawings and Specifications covering said work; and the County may require the Contractor and the surety to repair, replace, restore and/or make the Work comply strictly, and in all things, with this Contract and the Drawings and Specifications. Any and all of said work and/or materials which within a period of one (1) year from and after the date of the passing, approval, and/or acceptance of any such work or material, are found to be defective or to fail in any way to comply with this Contract or with the Drawings and Specifications. This provision shall not apply to materials or equipment normally expected to deteriorate or wear out and become subject to normal repair and replacement before their condition is discovered. The Contractor shall not be required to do normal maintenance work under the guarantee provisions. Failure on the part of the Contractor and the Surety to immediately repair or replace any such defective materials and workmanship shall entitle the County, in the County's sole discretion, to replace or repair the same and, after notice, recover the reasonable cost of such replacement and repair from the Contractor and the Surety, who shall in any event be jointly and severally liable to the County for all damage, loss and expense caused to the County by reason of the Contractor's breach of this Contract and the Contractor's failure to comply strictly and in all things with this Contract and with the Drawings and Specifications.

5. LIQUIDATED DAMAGES:

5.1 It is mutually agreed that time is of the essence of this Contract and should the Contractor fail to complete the Work within the specified time, or any authorized extension thereof, there shall be deducted from the compensation otherwise to be paid to the Contractor, and the County will retain the amount of liquidated damages, per calendar day elapsing beyond the specified time for completion or any authorized

extension thereof, which sum shall represent the actual damages which the County will have sustained by failure of the Contractor to complete the Work within the specified time; it being further agreed that said sum is not a penalty, but is the stipulated amount of damages sustained by the County in the event of such default by the Contractor.

5.2 For the purposes of this Section 5, the day of final acceptance of the Work shall be considered a day of delay, and the scheduled day of completion of the Work shall be considered a day scheduled for production.

6. ADDITIONAL BONDS:

It is further mutually agreed between parties hereto that if, at any time after the execution of this Agreement and the Public Construction Performance Bond and the Public Construction Payment Bond hereto attached for its faithful performance, the County shall deem the surety or sureties upon such bonds to be unsatisfactory, or if, for any reason, such bond(s) ceases to be adequate to cover the performance of the Work, the Contractor shall, at the Contractor's expense, and within five (5) business days after the receipt of Notice from the County to do so, furnish an additional bond or bonds, in such form and amount, and with such sureties as shall be satisfactory to the County. In such event, no further payment to the Contractor shall be deemed due under this Agreement until such new or additional security for the faithful performance of the Work shall be furnished in manner and form satisfactory to the County.

7. ENGINEER OF RECORD'S DOCUMENTS AND DRAWINGS:

7.1 The County's Engineer documents entitled, Specifications for Burnett Road Improvement Project, found under "Attachment A", and are as fully a part of this Contract as if herein repeated.

7.2 The County's Engineer drawings entitled, Construction Plans for Burnett Road Improvements Project provided to Bidder under separate cover, are as fully a part of this Contract as if herein repeated.

8. RIGHTS TO AUDIT:

8.1 In performance of the Contract, the Contractor shall keep books and records, and accounts of all activities related to the Contract, in compliance with generally accepted accounting procedures. All documents, papers, books, records and accounts made or received by the Contractor in conjunction with the Contract and the performance of this Contract shall be open to inspection during regular business hours by an authorized representative of the office and shall be retained by the Contractor for a period of six (6) years after the termination of this Contract, unless such records are exempt from Section 24 (a) of Article I of the State Constitution and Section 119.07 (1) Florida Statutes. All records or documents created by the Contractor or provided to the Contract by the County in connection with the activities or services provided by the Contractor under the terms of this Contract are public records and the Contractor agrees to comply with any request for such public records or documents made in accordance with Section 119.07 Florida Statutes.

8.2 No reports, data, programs or other materials produced, in whole or in part for the benefit and use of the County, under this Agreement shall be subject to copyright by the Contractor in the United States or any other country.

9. ATTORNEY'S FEES:

In the event of any legal action to enforce the terms of this Contract, each party shall bear its own attorney's fees and costs.

10. GOVERNING LAW:

This Agreement shall be governed, interpreted and construed according to the laws of the State of Florida.

11. COMPLIANCE WITH STATUTES:

It shall be the Contractor's responsibility to be aware of and comply with all federal, state and local laws.

12. VENUE:

Venue for any legal action by any party to this Agreement to interpret, construe, or enforce this Agreement shall be in a court of competent jurisdiction in and for Brevard County Florida, and any trial shall be non-jury.

13. CONFLICT OF INTEREST:

13.1 The Contractor shall not engage the services of any person or persons now employed by the County, including any department, agency board or commission thereof, to provide services relating to this Contract without written consent from the County.

13.2 The Contractor shall not accept gratuities, favors or anything of monetary value from contractors, potential contractors or parties to sub-agreements.

13.3 The Contractor shall not award a contract or subcontract under this Agreement to any company who the County has a financial or any other interest in, including but not limited to employing an employee of the County or any member of an employee's, agents, or officer's immediate family.

14. INDEMNIFICATION:

The Contractor shall indemnify and hold harmless the County and its agents and employees from and against all claims, damages, losses and expenses including attorney's fees arising out of or resulting from the performance of its work under this Agreement, where such claim, damage, loss or expense, is caused, in whole or in part, by the act or omission of the Contractor, or anyone directly or indirectly employed by the Contractor, or anyone for whose acts any of them may be liable, regardless of whether or not it is caused, in part, by a party indemnified hereunder. In any and all claims against the County, or any of its agents or anyone directly or indirectly employed by the County, or anyone for whose acts any of them may be liable, indemnification obligation under this paragraph shall not be limited in any way by a limitation on the amount or type of damages, compensation or benefits payable by or for the custodial contractor, under Workers' Compensation Acts, or other related policies

of insurance. The parties acknowledge specific consideration has been exchanged for this provision.

15. MODIFICATIONS TO CONTRACT:

This Contract, together with any Attachments, Drawings, Specifications, General Conditions constitutes the entire Contract between the County and the Contractor and supersedes all prior written or oral understandings. This Contract and any Attachments, Drawings, Specifications, General Conditions may only be amended, supplemented or cancelled by a written instrument duly executed by the parties hereto.

16. INFORMATION RELEASE/GRANTOR RECOGNITION:

News releases, publicity releases, or advertisements relating to this Agreement or the tasks or projects associated with the Project, shall be submitted in writing to the County and be approved in advance of any release or publication. Releases shall identify the funding entity as well as the funding source.

17. INDEPENDENT CONTRACTOR:

The Contractor shall perform the services under this Agreement as an independent Contractor and nothing contained herein shall be construed to be inconsistent with this relationship or status. Nothing in this Agreement shall be interpreted or construed to constitute the Contractor or any of its agents or employees to be the agent, employee or representative of the County.

18. FEDERAL TAX ID NUMBER:

The Contractor shall provide to the County their Federal Tax ID Number or, if the Contractor is a sole proprietor, a Social Security Number.

19. UNAUTHORIZED ALIEN WORKERS:

The County will not intentionally award publicly funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e)(Section 274(e) of the Immigration and Nationality Act (INA). The County shall consider the employment by the Contractor of unauthorized aliens a violation of Section 274(e) of the INA. Such violation by the recipient of the employment provisions contained in Section 274(e) of the INA shall be grounds for unilateral cancellation of this Contract by the County.

20. CONSTRUCTION OF AGREEMENT:

The parties hereby acknowledge that they fully reviewed this Agreement, its attachments and had the opportunity to consult with legal counsel of their choice, and that this Agreement shall not be construed against any party as if they were the drafter of this Agreement.

21. NOTICE:

Notice under this Agreement shall be given by certified mail or hand delivery as follows: Housing and Human Services Department, 2725 Judge Fran Jamieson Way, Viera, FL 32940 and Notice shall be given to the Contractor by certified mail or hand delivery as follows: RMS Constructors Group, LLC, 6996 Piazza Grande Ave., Suite 212, Orlando, FL 32835.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and date first above written in three (3) counterparts, each of which shall, without proof or accounting for the other counterparts, be deemed an original Contract.

BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS

ATTEST:

Scott Ellis, Clerk

Date: 3/28/16

By: Jim Barfield, Chairman

Date: 3/24/16

As Approved by the Board on:
July 24, 2012

Reviewed for Legal Form and Content:

Assistant County Attorney
Date: 3/4/16

RMS CONSTRUCTORS GROUP, LLC
(CORPORATE SEAL)

ATTEST:

Christina Buchan
(Print Name)

(Signature)

Date: 3-17-2016

By: Mike Rahmanzhah
(Print Name)

(Signature)

Date: 3-17-2016

DAVIS BACON
WAGE DECISION

General Decision Number: FL150202 01/09/2015 FL202

Superseded General Decision Number: FL20140202

State: Florida

Construction Type: Highway

County: Brevard County in Florida.

Does not include Cape Canaveral Air Force Station, Patrick Air Force Base, Kennedy Space Flight Center and Malabar Radar Site.

HIGHWAY CONSTRUCTION PROJECTS

Note: Executive Order (EO) 13658 establishes an hourly minimum wage of $10.10 for 2015 that applies to all contracts subject to the Davis-Bacon Act for which the solicitation is issued on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least $10.10 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/02/2015
1	01/09/2015

* ELEC0915-004 12/01/2014

	Rates	Fringes
ELECTRICIAN	$ 26.01	16%+$5.06

SUFL2013-020 08/19/2013

	Rates	Fringes
CARPENTER	$ 16.68	0.00
CEMENT MASON/CONCRETE FINISHER, Includes Form Work	$ 15.50	0.00
HIGHWAY/PARKING LOT STRIPING: Operator (Striping Machine)	$ 14.69	0.00
HIGHWAY/PARKING LOT STRIPING: Painter	$ 12.13	0.00
HIGHWAY/PARKING LOT STRIPING: Operator (Spray Nozzleman)	$ 11.94	4.02
INSTALLER - GUARDRAIL	$ 12.94	0.00
IRONWORKER, ORNAMENTAL	$ 13.48	0.00

IRONWORKER, REINFORCING	$ 15.38	0.00
IRONWORKER, STRUCTURAL	$ 16.42	0.00
LABORER (Traffic Control Specialist)	$ 11.94	0.00
LABORER: Asphalt, Includes Raker, Shoveler, Spreader and Distributor	$ 14.05	0.00
LABORER: Common or General	$ 10.70	0.00
LABORER: Flagger	$ 13.09	0.00
LABORER: Grade Checker	$ 14.66	0.00
LABORER: Landscape & Irrigation	$ 11.04	0.00
LABORER: Mason Tender - Cement/Concrete	$ 12.58	0.00
LABORER: Pipelayer	$ 13.46	0.00
OPERATOR: Backhoe/Excavator/Trackhoe	$ 15.07	0.00
OPERATOR: Bobcat/Skid Steer/Skid Loader	$ 12.88	0.00
OPERATOR: Broom/Sweeper	$ 12.91	0.00
OPERATOR: Bulldozer	$ 14.98	0.00
OPERATOR: Concrete Finishing Machine	$ 15.44	0.00
OPERATOR: Crane	$ 22.04	0.00
OPERATOR: Curb Machine	$ 18.45	0.00
OPERATOR: Drill	$ 13.04	0.00
OPERATOR: Forklift	$ 10.43	0.00
OPERATOR: Gradall	$ 14.71	0.00
OPERATOR: Grader/Blade	$ 18.56	0.00
OPERATOR: Loader	$ 13.72	0.00
OPERATOR: Mechanic	$ 17.52	0.00
OPERATOR: Milling Machine	$ 18.56	0.00
OPERATOR: Oiler	$ 16.67	0.00
OPERATOR: Paver (Asphalt, Aggregate, and Concrete)	$ 14.19	0.00

OPERATOR: Piledriver	$ 17.23	0.00
OPERATOR: Post Driver (Guardrail/Fences)	$ 15.97	0.00
OPERATOR: Roller	$ 12.75	0.00
OPERATOR: Scraper	$ 12.21	0.00
OPERATOR: Screed	$ 14.87	0.00
OPERATOR: Tractor	$ 13.41	0.00
OPERATOR: Trencher	$ 14.25	0.00
PAINTER: Spray	$ 19.57	0.00
TRAFFIC SIGNALIZATION: Traffic Signal Installation	$ 15.93	0.00
TRUCK DRIVER: Dump Truck	$ 12.09	0.00
TRUCK DRIVER: Flatbed Truck	$ 14.28	0.00
TRUCK DRIVER: Lowboy Truck	$ 16.25	0.00
TRUCK DRIVER: Slurry Truck	$ 11.96	0.00
TRUCK DRIVER: Water Truck	$ 13.57	0.00

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or

"UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can

be:

* an existing published wage determination
* a survey underlying a wage determination
* a Wage and Hour Division letter setting forth a position on a wage determination matter
* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

==========

END OF GENERAL DECISION

ATTACHMENT

A

CERTIFICATE

(Sample)

STATE OF FLORIDA

COUNTY OF_____

I HEREBY CERTIFY that at a meeting of the Board of Directors of _____, a corporation under the laws of the State of_____ , held on _____, 20___, the following resolution was duly passed and adopted:

"**RESOLVED**, that _____, as _____ President of the Limited Liability Corporation (LLC), be is hereby authorized to execute the Contract dated _____, 20___, between BREVARD COUNTY, FLORIDA, and this LLC, and that the execution thereof, attested by the Secretary of the LLC and with corporate seal affixed, shall be the official act and deed of this LLC."

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the corporation this ___ day of _____, 20 ___.

_____

Secretary

END OF SECTION VII

SECTION VIII
PUBLIC CONSTRUCTION PAYMENT BOND

BY THIS BOND, We, _____as Principal and _____, a corporation as Surety, are bound to Brevard County Board of County Commissioners, Brevard County, Florida, herein called County, in the sum of _____ ($_____) for payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally.

THE CONDITIONS OF THIS BOND are that if Principal:

1. Promptly makes payments to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the Work provided for in the Contract dated _____, 20___ between Principal and County for construction of the **Burnett Road Improvements**, the Contract being attached hereto and made a part of this bond by reference, in such time and without delay, and in the manner prescribed in the Contract; and

2. Pays County all losses, damages, expenses, costs, and attorney's fees, including appellate proceedings, that County sustains because of a default by Principal under the Contract, then this bond is void; otherwise it remains in full force.

3. Any modifications in or under the Contract Documents and compliance or noncompliance with any formalities connected with the Contract does not affect Surety's obligation under this bond.

Signed and sealed this _____ day of _____, 20___.

_____
Principal Seal

Witness:
_____ Its:_____
Title

_____
Surety Seal

Witness:
_____ Its:_____
Title

PUBLIC CONSTRUCTION PERFORMANCE BOND

BY THIS BOND, WE _____, as Principal and _____, a corporation as Surety, are bound to Brevard County Board of County Commissioners, Brevard County, Florida, herein called County, in the sum of _____ ($ _____); for the payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns jointly and severally.

THE CONDITIONS OF THIS BOND are that if Principal:
Performs promptly, completely and faithfully the Contract dated _____, 20___, between Principal and County for construction of the **Burnett Road Beautification Project.**

1. **Burnett Road Beautification Project,** the Contract being attached hereto and made a part of this bond by reference, in such time and without delay, and in the manner prescribed in the Contract including the delivery, execution and performance of any warranty work required by the Contract; and

2. Pays County all losses, damages, expenses, costs, and attorney's fees, including appellate proceedings, that County sustains because of a default by Principal under the Contract; and

3. Performs the guarantee of all work and materials furnished under the Contract for the time specified in the Contract, then this bond is void; otherwise it remains in full force.

Any modifications in or under the Contract Documents and compliance or noncompliance with any formalities connected with the Contract does not affect Surety's obligation under this Bond.

Signed and sealed this _____ day of _____, 20___.

_____
Principal Seal

Witness:

_____ Its: _____
Title

_____
Surety Seal

Witness:

_____ Its: _____
Title

SURETY MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS: That we, _____ hereinafter referred to as "PRINCIPAL" and _____ hereinafter referred to as "SURETY", are held and firmly bound unto the BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA, hereinafter referred to as the "COUNTY", in the sum of _____, for the payment of which we bind ourselves, our heirs, executors, successors and assigns, jointly and severally firmly by these present.

WHERERAS, PRINCIPLE has constructed certain improvements, including sidewalks, streets, curbs, drainage improvements, gravity sewer, force main and lift station, and/or water transmission lines, in that certain subdivision or project described as **Burnett Road Improvements**, a plat of which is recorded in_____, PAGE(S)_____, public records of Brevard County, Florida; and that PRINCIPLE is obligated to protect the COUNTY against any defects resulting from routine maintenance deficiencies, faulty materials, faulty workmanship or improvements which were not constructed in compliance with the approved plans and specifications and to maintain said improvements for a period of two (2) years from _____, 20____.

NOW, THEREFORE, the condition of this obligation is such that if the PRINCIPAL shall promptly and faithfully construct all improvements required in the plat described above, approved by the COUNTY on _____, 20____, which is incorporated herein by this reference and does maintain the improvements for a period of two (2) years from _____, 20____, then this obligation shall be null and void; otherwise, it shall remain in full force and effect.

The COUNTY shall notify the PRINCIPAL in writing of any defect for which the PRINCIPAL is responsible and shall specify in said notice of reasonable period of time within which the PRINCIPAL shall have to correct said defect. If the PRINCIPAL shall fail to correct such defect within the time specified in said notice, then the SURETY shall have sixty (60) calendar days thereafter within which to take such action as it deems necessary to insure performance of the PRINCIPAL'S obligation. If such defect is not corrected after the expiration of such sixty (60) calendar day period, then the COUNTY shall have the right to correct said defect and the PRINICPAL and SURETY jointly and severally shall pay all costs and expenses incurred by the COUNTY in correcting such defects; including but not limited to, the engineering, legal and other costs, together with any damages either direct or consequential, which the COUNTY may sustain on account of PRINICIPAL'S failure to correct such defect. In addition, the COUNTY shall have the right to contract for the correction of such defect and, upon acceptance of the lowest responsible bid, the PRINCIPAL and SURETY shall become immediately liable for the amount of the said bid; and, in the even the COUNTY commences legal proceedings for the collection thereof, interest shall accrue on said amount at the rate of six (6) percent per annum, beginning at the commencement of said legal proceedings. The COUNTY, in its discretion, may permit the SURETY to correct such defect in the event of the PRINCIPAL'S failure to perform.

The SURETY shall not be liable for any defect arising from the faulty design of any of the improvements covered by this Bond, except that such exclusion from liability by the SURETY shall in no way affect the PRINCIPAL'S liability therefore.

In the event the COUNTY commences suit for the collection of any sums due hereunder the obligors and each of them agree to pay all costs incurred by the COUNTY, including attorney's fees.

EXECUTED this _____ day of _____, 20_____.

_____ Principal

_____ Surety

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, _____, certify that I am the Secretary of the Corporation named as Principal in the within bond; that _____who signed the said bond on behalf of the Principal, was then _____of said Corporation; that I know the Principal, and the Principal's signature hereto is genuine; and that said bond was duly signed, sealed, and attested for and in behalf of said Corporation by authority of its governing body.

_____
Secretary Seal

STATE OF FLORIDA

ss

COUNTY OF BREVARD

Before me, a Notary Public, duly commissioned, qualified and acting, personally appeared _____to me well known, who being by me first duly sworn upon oath, says that this individual is the Attorney-in-Fact, for the _____and that said individual has been authorized by _____ to execute the foregoing bond on behalf of the Contractor named therein in favor of Brevard County, Florida.

Subscribed and sworn to before me this _____ day of _____, 20___, A.D.

(Attach Power of Attorney)

_____
Notary Public
State of Florida-at-Large

My Commission Expires: _____
My Commission Number is: _____

END OF SECTION VIII

SECTION IX

NOTICE OF DISCLAIMER

TAKE NOTICE, that these General Conditions may contain language and Article or Paragraph headings or names which appear similar to or the same as the provisions of the "General Conditions of the Contract for Construction", published by the American Institute of Architects, AIA Document A-201, 1976 Edition.

TAKE NOTICE, however, that these General Conditions are substantially and materially different in many respects from the AIA Document A-201 and that certain additions, deletions or other modifications have been made to provisions similar to those contained in the AIA Document. This document, further, contains provisions, which do not appear in the AIA document.

The use of any language or article or paragraph format similar to or the same as AIA Document A-201 does not constitute an endorsement by the American Institute of Architects of this document.

END OF SECTION IX

GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION

ARTICLE I

1. ABBREVIATIONS:

References in the specifications to technical societies, organizations, or bodies are made in accordance with the following abbreviations:

AASHTO	America Association of State Highway and Transportation Officials
ACI	American Concrete Institute
AISC	American Institute of Steel Construction
ANSI	American National Standards Institute, Inc.
ASHRAE	American Society of Heating, Refrigerating and Air-Conditioning Engineers
ASME	American Society of Mechanical Engineers
ASTM	American Society for Testing and Materials
AWSC	American Welding Society Code
AWWA	American Water Works Association
CFR	Code of Federal Regulations
CRSI	Concrete Reinforcing Steel Institute
FDEP	Florida Department of Environmental Protection
FDOT	Florida Department of Transportation
FS	Federal Specifications
IEEE	Institute of Electrical and Electronic Engineers
NBFU	National Board of Fire Underwriters
NBS	National Bureau of Standards – US Department of Commerce
NFPA	National Fire Protection Association
OSHA	Occupational Safety and Health Act
PCA	Portland Cement Association
SJRWMD	St. Johns River Water Management District
SPR	Simplified Practice Recommendations
UL	Underwriters Laboratories, Inc.
WCDSB	Water Control District of South Brevard

In the event that the complete title and abbreviation for a society, organization or body is not listed herein, references to specifications or standards of the unlisted society, organization or body will be made using the full title of the society, organization or body.

2. THE CONTRACT DOCUMENTS:

2.1 The Contract Documents consist of the County-Contractor Agreement, the Conditions of the Contract (General, Supplementary and other Conditions), the Performance and Payment Bonds, Bid Bond, the Drawings, the Specifications, Attachments, Advertisement for Bids, Information to Bidders and all Addenda issued prior to and all Modifications issued after execution of the Contract. A Modification is:

(a) a written amendment to the Contract signed by both parties;
(b) a Change Order issued pursuant to the provisions of Article XII; and/or
(c) a written order for a minor change in the Work issued by the County's Engineer.

2.2 The Contract Documents include Bidding Documents such as the Invitation or Advertisement for Bids, the Information to Bidders, sample forms, the Contractor's Bid or portions of Addenda relating to any of these.

2.3 The Contract Documents do not include any other documents, including but not limited to soils, geotechnical or other reports, boundary or other surveys and analyses, hereinafter "technical data"; which may be printed, bound or assembled with the Contract Documents, or otherwise made available to the Contractor for review or information under this Contract, unless specifically enumerated and expressly incorporated by reference in the County-Contractor Agreement.

2.4 The Contractor may rely upon the general accuracy of the technical data contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such technical data is identified in the Supplementary Conditions. Except for such reliance on such technical data, the Contractor may not rely upon or make any claim against the County with respect to:

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

(b) other data, interpretations, opinions and information contained in such reports or shown or indicated in such drawings, or;

(c) any contractor interpretation of or conclusion drawn from any technical data or any such data, interpretations, opinions or information.

3. THE CONTRACT:

The Contract is the sum of all the Contract Documents. This Contract represents the entire and integrated Agreement between the County and the Contractor and supersedes all prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a Modification as defined in Subparagraph 2.1 and notwithstanding anything contained in the Contract Documents to the contrary; there can be no increase in the Contract Sum or Time without an executed Change Order approved by the County.

4. THE WORK:

The Work comprises the completed construction required by the Contract Documents and includes all labor, supplies and other facilities or things necessary to produce such construction, and all materials, equipment, and supplies incorporated or to be incorporated in such construction.

5. NOTICE:

The term "Notice" as used herein shall mean written notice. Written notice shall be deemed to have been duly served when delivered to or at the last known business address of the person, firm or corporation for whom intended, or to their or its duly authorized agent, representative or officer; or when enclosed in a postage prepaid wrapper or envelope addressed to such person, firm or corporation at their or its last known business address and deposited in a United States mailbox.

6. EXECUTION, CORRELATION AND INTENT:

6.1 The Contract Documents shall be signed in not less than triplicate by the County and Contractor and each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

6.2 By executing the Contract, the Contractor represents that the Contractor has visited the site, and become familiar with the local conditions under which the Work is to be performed and correlated observations with the requirements of the Contract Documents. Contractor further represents that the Drawings and Specifications may contain some minor errors and discrepancies, however, if such errors or discrepancies would affect Contract Time or Sum, the Contractor addressed them during the bidding phase. Such errors and discrepancies shall not form the basis of any claim by the Contractor for defective design or breach of any implied warranties as to fitness of plans or specifications against the County.

6.3 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work. The Contract Documents are complementary, and what is required by any one shall be as binding as if required by all. Performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the intended results. Words and abbreviations which have well known technical or trade meanings are used in the Contract Documents in accordance with such recognized meanings unless otherwise specifically defined herein. The table of contents, index, titles, headings, running headlines and marginal notes contained herein and in said documents are solely to facilitate reference to various provisions of the Contract Documents and in no way affect, limit or cast light upon the interpretation of the provisions to which they refer.

6.4 The organization of the Specifications into divisions, sections and articles, and the arrangement of the Drawings are for clarity only, and shall not control the Contractor in dividing the Work among subcontractors or in establishing the extent of the Work to be performed by any trade. The Contractor may subcontract the Work in such divisions as the Contractor sees fit and the Contractor is ultimately responsible for furnishing all work shown on the Drawings and/or in the Specifications.

6.5 Anything shown on the Drawings and not mentioned in the Specifications or mentioned in the Specifications and not shown on the Drawings shall have the same effect as if shown or mentioned respectively in both. Technical specifications take priority over general specifications and detail drawings take precedence over general drawings. Any work shown on one drawing shall be construed to be shown in all drawings and the Contractor will coordinate the Work and the Drawings. If any portion of the Contract Documents shall be in conflict with any other portion, the various documents comprising the Contract Documents shall govern in the following order of precedence: the County-Contractor Agreement; Modifications; Addenda; any Supplementary Conditions; the General Conditions; the Specifications; the Drawings; as between schedules and information given on drawings, the schedules shall govern; as between figures given on drawings and the scaled measurements, the figures shall govern; as between large scale drawings and small scale drawings, the larger scale shall govern. Any such conflict or inconsistency between or in the Drawings shall be submitted to the County's Engineer whose decision thereon shall be final and conclusive.

6.6 The Contractor agrees that nothing contained in the Contract Documents or any contract between the County and the County's Engineer shall create any contractual relationship between the County's Engineer and the Contractor and any subcontractor or sub-subcontractors. The Contractor acknowledges and agrees that this Contract is not intended to create, nor shall any provision be interpreted as creating, any contractual relationship between the County or Contractor and any third parties.

6.7 The provisions of this Contract cannot be amended, modified, varied or waived by the County or its agents or representatives in any respect except by a Modification approved and executed by the Brevard County Board of County Commissioners. The Contractor is hereby given notice that no person has authority to orally waive, or to release the Contractor from any of the Contractor's duties or to alter obligations under or arising out of this Contract. Any waiver, approval or consent granted by modification to the Contractor shall be limited to those matters specifically and expressly stated thereby to be waived, approved or consented to and shall not relieve the Contractor of the obligation to obtain any future waiver, approval or consent.

6.8 Any material or operation specified by reference to published specifications of a manufacturer, a society, an association, a code, or other published standard, shall comply with requirements of the listed document which is current on date of receipt of bids. In case of a conflict between referenced documents and project specifications, project specifications shall govern. In case of a conflict between referenced documents, the one having more stringent requirements shall govern.

6.9 The Contractor, if requested, shall furnish an affidavit from manufacturer certifying that materials or product delivered to job meets requirements specified.

7. OWNERSHIP AND USE OF DOCUMENTS:

All drawings, specifications and copies thereof furnished to the Contractor are and shall remain the property of the County's Engineer and/or County. They are to be used only with respect to this Project and are not to be used on any other project. With the exception of one contract set for each party to the Contract, such documents are to be returned or suitably accounted for to the County's Engineer on request at the completion of the Work. Submission or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the County's Engineer's common law copyright or other reserved rights.

END OF ARTICLE I

ARTICLE II

COUNTY'S ENGINEERING SERVICES

1. DEFINITION:

The County's Engineer, as used and set forth in these documents, shall mean the entity and its consulting firm or agency, or their duly authorized representative, that is responsible for the designing or engineering the Work, and performing the activities specified herein, as identified in the County-Contractor Agreement. Such firm or agency and its representatives shall act severally within the scope of particular duties entrusted to them, unless otherwise provided for in the Contract.

2. SERVICES OF THE DESIGN CONSULTANT:

2.1 Should errors, omissions or conflicts in the Drawings, Specifications, or other Contract Documents prepared by the County's Engineer be discovered, the County's Engineer will prepare such amendments or supplementary documents and provide consultation as may be required.

2.2 The County's Engineer will provide certain services as hereinafter described:

(a) The County's Engineer will visit the site at intervals appropriate to the stage of construction to familiarize itself generally with the progress and quality of the Work. The County's Engineer will not be required to make exhaustive or continuous on-site inspections to check the quality and quantity of the Work, but shall make as many inspections as may reasonably be required to fulfill its obligations to the County. On the basis of such on-site observations and his powers under the Contract, the County's Engineer shall endeavor to secure the faithful performance of the Contract by County and Contractor. The County's Engineer shall determine the progress and quality of the Work, subject to the right of the County to make an overriding decision to the contrary;

(b) interpret the requirements of the Drawings and Specifications and issue supplemental instructions to the Contractor as may be required;

(c) recommend to the County suspension of the Work (in whole or in part) whenever such suspension may be necessary to ensure the proper execution of the Contract; and

(d) have authority to reject, in writing, work that does not conform to the requirements of the Drawings and Specifications.

2.3 The County's Engineer shall have no authority to approve or order changes in the Work which alter the design concept or which call for an extension of the Contract Time or a change in the Contract Sum. Upon request, the County's Engineer shall confirm, in writing, within ten (10) Calendar days, any oral order or determination made by the County's Engineer.

2.4 The County's Engineer will render written field reports to the County in the form required by the County relating to the periodic visits and inspections of the Project.

2.5 The County's Engineer and County shall at all times have access to the Work wherever it is in preparation or progress. The Contractor shall provide safe facilities for such access so the County's Engineer may perform the Engineer's functions under the Contract Documents.

2.6 As required, the County's Engineer will render to the County, within a reasonable time, interpretations concerning the design and other technical aspects of the Work and the Contract Documents.

2.7 All communications, correspondence, submittals, and documents exchanged between the County's Engineer and the Contractor in connection with the Project shall be copied to the County and/or in a manner prescribed by the County.

2.8 Although the County is bound by the terms of the Contract with the Contractor, including the Drawings and Specifications, the County shall have the right, but not the duty, to countermand any decision of the County's Engineer and to follow or reject the advice of the County's Engineer, including but not limited to acceptance of the Work, as the County deems best. In those instances where the Engineer has been given authority to inspect, recommend, make a decision, etc., the County's Engineer shall promptly do so, but in the case of disagreement between them, the decision of the County shall be final. The party taking issue with the determination, interpretation or decision of the County's Engineer shall give the other party written notice of such fact within seven (7) calendar days after the determination, interpretation or decision is communicated by the County's Engineer. In the actual performance of the Work, however, the Contractor shall, in the first instance, proceed in accordance with the instructions given by the County's Engineer unless the County and the Contractor mutually agree that the Contractor shall proceed otherwise.

2.9 The County's Engineer's decisions in matters relating to artistic effect will be final if consistent with the intent of the Contract Documents.

2.10 All orders from the County to the Contractor shall either be transmitted through the County's Engineer or the Engineer shall be informed of the order by the County.

2.11 The County's Engineer shall provide to the County and the Contractor after each visit to the site, a written report indicating the date, time of day, weather conditions and the names of the persons representing the County's Engineer who participated in the visit. The report shall advise the County of any problems that were noted and shall compare the Engineer's observations of the actual progress of the Work with that reported by the Contractor. On the basis of the County's Engineer's on-site observations, the Engineer shall make every reasonable effort to guard the County against defects and deficiencies in the Work of the Contractor. If the County's Engineer observes any work that does not conform to the Contract Documents, the Engineer shall report this observation to the Contractor and County. The County's Engineer will prepare and submit to the Contractor and County a Field Report, which will identify the Contractor's work, which is not in conformance with the Contract Documents. The County's Engineer shall have reasonable time to complete the Field Report. The Contractor shall, upon receipt of the Field Report, cause the defective, omitted or non-conforming work listed in the Field Report to be corrected and/or completed, and its acceptance acknowledged.

2.12 The County's Engineer shall not be responsible for construction means, methods, techniques, sequences or procedures (other than those expressly specified in the Contract Documents), or for safety precautions and programs in connection with the Work, and the County's Engineer shall not be responsible for the Contractor's failure to carry out the Contractor's own responsibilities.

2.13 The County's Engineer shall have the authority and responsibility to inspect the Work, to note and report defective work and deviations from the Contract Documents to the County, to reject same, and to recommend to the County the suspension of the Work when necessary to prevent defective work from proceeding or being covered.

2.14 All material and workmanship shall be subject to inspection, examination and test by the County and/or it's Engineer at any and all time during manufacture and/or construction. The County's Engineer shall have authority to reject defective materials and workmanship and require its correction. Rejected workmanship shall be satisfactorily corrected and rejected materials shall be satisfactorily replaced with proper material without charge therefore, and the Contractor shall promptly segregate and remove the rejected material from the premises. If the Contractor fails to proceed at once with replacement of rejected material and/or the correction of defective workmanship, the County may, by contract or otherwise, replace such material and/or correct such workmanship and charge the cost to the Contractor, or may terminate the right of the Contractor to proceed as provided in the General Conditions, the Contractor and Surety being liable for any damages.

2.15 Jobsite inspections, tests conducted on site or tests of materials gathered on site, which the Contract requires to be performed by independent entities, shall be contracted and paid for by the County, unless specified otherwise. Examples of such tests are the testing of cast in-place concrete, foundation materials, soil compaction, and pile installations. Although conducted by independent testing entities, the County will not contract and pay for test or certifications of materials, manufactured products or assemblies which the codes, standards, etc., require to be tested and/or certified for compliance with industry standards such as Underwriters Laboratories, Factory Mutual or ASTM. If there are any fees to be paid for such tests and certifications, they will be paid by the Contractor. The Contractor shall also pay for inspections, tests and certifications which the Contract specifically requires the Contractor to perform or pay, together with any inspections and tests which the Contractor chooses to perform for the Contractor's own quality control purposes. The Contractor shall promptly furnish, without additional charge, all reasonable facilities, labor and materials necessary and convenient for making such tests. Except as provided below, whenever such examination and testing finds defective materials, equipment or workmanship, the Contractor shall reimburse the County for all costs of re-examination and re-testing.

2.16 Should it be considered necessary or advisable by the County or the County's Engineer at any time before final acceptance of the entire work to make an examination of any part of the Work already completed, by removing or tearing out portions of the Work, the Contractor shall, on request, promptly furnish all necessary facilities, labor and materials to expose the Work to be tested to the extent required. If such work is found to be defective in any respect, due to the fault of the Contractor or his Subcontractors, the Contractor shall pay all expenses of uncovering and identifying the Work, of examination and testing, and of satisfactory reconstruction. If, however, such work is found to meet the requirements of the Contract, the actual cost of the Contractor's labor and material necessary involved in uncovering the Work, the cost of examination and testing and Contractor's cost of material and labor necessary for replacement shall be paid to the Contractor and the Contractor shall, in addition, if completion of the Work has been delayed thereby, be granted a suitable extension of time.

2.17 The County's Engineer will recommend to the County that the Work be suspended when in the Engineer's judgment the Drawings and Specifications are not being followed. Any such suspension shall be continued only until the matter in question is resolved to the satisfaction of the County. The cost of any such work stoppage shall be borne by the Contractor unless it is later determined that no fault existed in the Contractor's work.

2.18 The County's Engineer will review Contractor's submittals such as Shop Drawings, product data and samples, but only for conformance with the design concept of the Work and for general compliance with the Contract Documents. Such action shall be taken within **seven calendar (7) days** of receipt unless specified otherwise.

2.19 The County will establish with the County's Engineer procedures to be followed for review and processing of all Shop Drawings, catalog submittals, project reports, test reports, maintenance manuals, and other necessary documentation, as well as requests for changes and applications for extensions of time.

2.20 The County's Engineer will review Change Orders as required under the Contract Documents.

2.21 The County's Engineer and the County will conduct inspections to determine the dates of Substantial Completion and Final Completion, and will jointly issue a Final Certificate for Payment. The County's Engineer and County shall be responsible for issuance of Certificates of Substantial and Final Completion.

2.22 The County's Engineer will prepare a set of reproducible record prints of drawings showing significant changes in the Work made during the construction process, based on neatly and clearly marked-up prints, drawings, and other data furnished by the Contractor.

2.23 In case of the termination of the employment of the County's Engineer, the County may appoint a new Engineer whose status under the Contract Documents shall be that of the former Engineer, or the County may assume all of the services of the Engineer thereafter.

END OF ARTICLE II

ARTICLE III

COUNTY

1. DEFINITION:

The County is the person or entity identified as such in the County-Contractor Agreement and is represented by the Housing and Human Services Department. The County is referred to throughout the Contract Documents as if singular in number. Notice to the County shall be addressed to:

Housing and Human Services Department

Attn: Ian Golden, Director
2725 Judge Fran Jamieson Way
Building B, Suite B106
Viera, Florida 32940
(321) 633-2076; fax (321) 633-2170

2. INFORMATION, SERVICES AND RIGHTS OF THE COUNTY:

The County will provide administration of the Contract as hereinafter described.

2.1 The County shall at all times have access to the Work whenever it is in preparation or progress. The Contractor shall provide safe facilities for such access.

2.2 The County shall not be responsible for or have control or charge of construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the Work, and will not be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents.

2.3 The County or County's Engineer will have authority to require special inspection or testing of the Work, whether or not such work be then fabricated, installed, or completed. However, the County's authority to act under this Subparagraph, nor any decision made by the County in good faith either to exercise or not to exercise such authority, shall give rise to any duty or responsibility of the County to the Contractor, any Subcontractor, any of their agents or employees, or any other person performing any of the Work.

2.4 The County shall have the authority and discretion to call, schedule, and conduct job meetings to be attended by the Contractor, representatives of his Subcontractors, and the County's Engineer, to discuss such matters as procedures, progress, problems, and scheduling.

2.5 Each contractor is requested and required to attend scheduled job site progress conferences as called for by the County's Engineer. The Contractor shall be represented at these job progress conferences by an authorized representative of the home office of the Contractor as well as by project personnel representatives. These meetings shall be open to subcontractors and material suppliers, and any others who can contribute shall be encouraged by the Contractor to attend. It shall be the principal purpose of these meetings, or conferences, to affect

coordination, cooperation and assistance in every practical way toward the end of maintaining progress of the Project on schedule and to complete the Project within the specified Contract Time. Each contractor shall be prepared to assess progress of the Work and to recommend remedial measures for the correction of progress as may be appropriate. The County shall be the coordinator of the conferences and shall preside as Chairman or assign the responsibility to the County's Engineer.

2.6 The County, with the Engineer's assistance, will establish procedures to be followed for processing all Shop Drawings, Pay Requests, Change Orders, Test Reports, and any other project reports and/or documentation.

2.7 The County's Engineer will review and make recommendations regarding all requests for changes.

2.8 The County, however, will not be responsible for the failure of Contractor to plan, schedule, and execute the Work in accordance with the approved schedule or the failure of the Contractor to meet scheduled completion dates or the failure of the Contractor to schedule and coordinate the Work of the Contractor's own trades and Subcontractors or to coordinate and cooperate with other separate contractors.

2.9 The County, in consultation with the County's Engineer, will each review and process all Applications for Payment by the Contractor, including the Final Application for Payment.

2.10 The County and the County's Engineer shall not be responsible or liable to the Contractor for the acts, errors or omissions of the Contractor, any separate subcontractor, any separate contractor or any contractor's or subcontractor's agents or employees, or any other persons performing any of the Work.

2.11 The County shall furnish all surveys describing the physical characteristics, legal limitations and utility locations for the site of the Project. Such documents are not part of the Contract Documents and are provided for Contractor's information only.

2.12 The County shall secure and pay for necessary easements, required for permanent structures or for permanent changes in existing facilities. The Contractor shall provide all necessary as-built legal descriptions and documentation required for applicable easements, on a timely basis in order to avoid any adverse impact on the Project schedule.

2.13 The County will make available for the Contractor's reasonable review, at the County's offices or together with the Contract Documents, certain boring logs, geotechnical, soils and other reports, surveys and analyses pertaining to the Contract site of which the County is aware and has in its possession. Any boring logs that are provided to the Contractor are only intended to reflect conditions at the locations of the borings and do not necessarily reflect site conditions at other locations. Any reports, surveys, boring logs and analyses provided by County are for the Contractor's information only, and their accuracy and completeness are not guaranteed or warranted by the County or the County's Engineer, and such reports are not adopted by reference into, nor are they part of the Contract Documents. Notwithstanding any factual statement, conclusion, or any language or recommendations contained in such reports, the Contractor assumes full responsibility for inspection of the site and determination of the character, legal limits, quality and quantity of any soil, surface or subsurface conditions that

may be encountered or which may affect the Work, and for the means and methods of construction that the Contractor employs when performing the Work.

2.14 The foregoing rights are in addition to other rights of the County enumerated herein and those provided by law.

3. COUNTY'S RIGHT TO STOP OR TO SUSPEND THE WORK:

3.1 If the Contractor fails to correct defective work or fails to carry out the Work or supply labor and materials in accordance with the Contract Documents, the County by a written order may order the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated.

3.2 The County may order the Contractor in writing to suspend, delay, or interrupt all or any part of the Work for such period of time as the County may determine to be appropriate for the convenience of the County.

3.3 If the performance of all or any part of the Work is, for an unreasonable period of time, suspended, delayed, or interrupted by an act of the County or the County's Engineer in the administration of this Contract, or by failure of any one of them to act within the time specified in this Contract (or if no time is specified, within a reasonable time), an adjustment shall be made for an increase in the actual time required for performance of the Work by the Contractor, due solely to such unreasonable suspension, delay, or interruption and the Contract modified in writing accordingly. However, no claim for an extension of time shall be made under this Subparagraph for any suspension, delay, or interruption pursuant to Subparagraph 3.1, or for which claim is provided or excluded under any other provision of this Contract. No claim under this Subparagraph shall be allowed for an extension of time required for performance, unless the claim for an extension of time is asserted in writing as soon as practicable after the termination of such suspension, delay, or interruption, or no later than 20 calendar days after the act or failure to act involved. The Contractor must submit to the County a written statement setting forth, as then practicable, the extent of such claimed time extension. Any time extension granted shall only be for the unreasonable portion of the delay to critical work activities and in accordance with Article VIII hereof.

In the event of a suspension of work or delay or interruption of work per, the Contractor will, and will cause the Contractor's Subcontractors to, protect materials and work against damage or injury from the weather and maintain completed and uncompleted portions of the Work as required by the Contract Documents. If, in the opinion of the County any work or material shall have been damaged or injured by reason of failure on the part of the Contractor or any of its Subcontractors to so protect same, such work and materials shall be removed and replaced at the expense of the Contractor.

3.4 No claim by the Contractor for an equitable adjustment under Subparagraph 3.4 shall be allowed if asserted after final payment under this Contract.

4. COUNTY'S RIGHT TO CARRY OUT THE WORK:

4.1 If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within seventy two (72) hours after receipt of written notice from the County to commence and continue correction of such default or neglect with diligence and promptness, the County may, with a copy of such notice sent to the Contractor's Surety, and without prejudice to any other remedy, make good such deficiencies and may further elect to complete all work or any portion thereof, through such means as the County may select,

including the use of a new contractor. In such case the County shall provide notice to the Contractor's Surety and an appropriate Change Order shall be issued deducting from the payments then or thereafter due the Contractor the cost of correcting such deficiencies, including compensation for the Engineer's, the County's additional services made necessary by such default, neglect or failure. Notwithstanding the County's right to carry out a portion of the Work, maintenance and protection of the Work remains the Contractor's and Surety's responsibility as provided for in the Public Construction Performance and Payment Bonds.

4.2 Whenever the Contractor is declared by the County to be in default under the Contract, the Surety shall promptly remedy the default, or shall promptly:

(a) Complete the Contract in accordance with its terms and conditions, or,

(b) Obtain a bid or bids for completing the Contract in accordance with its terms and conditions upon determination by County and Surety jointly of lowest qualified bidder, arrange for a contract between such bidder and Surety to complete Work and provide any required warranty work on service.

END OF ARTICLE III

ARTICLE IV

CONTRACTOR

1. DEFINITION:

1.1 The Contractor is the person or organization identified as such in the County-Contractor Agreement and is referred to throughout the Contract Documents as if singular in number. The term Contractor means the Contractor or its authorized representative, who shall have authority to bind the Contractor in all matters pertinent to this Contract.

1.2 This entire Contract is not one of agency by the Contractor for the County, but one in which the Contractor is engaged independently in the business of providing the services and performing the Work herein described as an independent contractor.

2. REVIEW OF CONTRACT DOCUMENTS:

2.1 Before placing a bid to the County, and continuously after execution of the Contract, the Contractor shall carefully study and compare the Contract Documents and shall at once report to the County through the County's Engineer any error, inconsistency or omission the Contractor may discover, including any requirement which may be contrary to any law, ordinance, rule, regulation or order of any public authority bearing on the performance of the Work. If the Contractor has reported in writing an error, inconsistency or omission, has promptly stopped the affected work until otherwise instructed, and has otherwise followed the instructions of the County, the Contractor shall not be liable to the County or the County's Engineer for any damage resulting from any such errors, inconsistencies or omissions in the Contract Documents. The Contractor shall perform no portion of the Work at any time without being awarded the Contract and receiving a Notice-to-Proceed under these Contract Documents, and, where required, possessing approved Shop Drawings, Product Data or Samples for such portion of the Work.

2.2 The Contractor and all Subcontractors shall keep at the site of the Work at least one copy of an approved set of Drawings and Specifications, including all modifications and clarifications, and approved submittals and shall at all times give the County and the County's Engineer, inspectors, as well as other representatives of the County access thereto.

3. SUPERVISION AND CONSTRUCTION PROCEDURES:

3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over all construction means, methods, techniques, sequences and procedures of construction and for coordinating all portions of the Work under the Contract.

3.2 If applicable, it shall be the responsibility of the Contractor to coordinate the Work with other Prime Contractors; to maintain a progress schedule for all Prime Contractors for this Project; and to notify the County and the County's Engineer of any changes in the progress schedule. The Contractor shall be responsible for providing adequate notice to all Prime Contractors to insure efficient continuity of all phases of the Project work. Each other Prime Contractor is held responsible for keeping the Contractor fully informed as to its work progress, including immediate notification of any work progress changes.

3.3 The Contractor shall be responsible to the County for the acts and omissions of the Contractor's employees, Subcontractors and Sub-subcontractors, suppliers, their agents and employees, and other persons performing any of the Work and for their compliance with each and every requirement of the Contract Documents, in the same manner as if they were directly employed by the Contractor.

3.4 The Contractor shall not be relieved from any obligations to perform the Work in accordance with the Contract Documents either by the acts, failures to act or duties of the County or the County's Engineer in their administration of the Contract, or by inspections (or lack thereof), tests or approvals (or lack thereof) required or performed by persons other than the Contractor.

3.5 Before starting any section of the Work, the Contractor shall carefully examine all preparatory work that has been executed to receive the Contractor's work to see that it has been completed in accordance with the Contract Documents. The Contractor shall check carefully, by whatever means are required, to ensure that all work and adjacent related work, will finish to proper and required standards for quality, contours, planes, and levels.

3.6 The Contractor understands and agrees that the County and County's Engineer will not be responsible for and will not have control or charge of construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, and they will not be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents. The County and the County's Engineer will not be responsible for or have control or charge over the acts or omissions of the Contractor, Subcontractors, or any of their agents or employees, or any other persons performing any of the Work.

3.7 The Contractor shall employ no plant, equipment, materials, methods or persons to which the County and County's Engineer have a reasonable objection and shall remove no portion of the Work or stored materials from the site of the Work.

4. **CONTRACTOR'S REPRESENTATIONS:**

By entering into this Contract with the County, the Contractor represents and warrants the following, together with all other representations and warranties in the Contract Documents:

(a) that the Contractor is experienced in and competent to perform the type of work required and to furnish the plant, materials, supplies or equipment to be so performed or furnished by the Contractor;

(b) **that the Contractor is financially solvent, able to pay its debts as they mature, and possessed of sufficient working capital to initiate and complete the Work required under the Contract;**

(c) that the Contractor is familiar with all federal, state, county, municipal and department laws, ordinances, permits, regulations and resolutions which may in any way affect the Work or those employed therein, including but not limited to any special laws or regulations relating to the Work or any part thereof;

(d) that such temporary and permanent work required by the Contract Documents which is to be done by the Contractor will be satisfactorily constructed and fit for use for its intended purpose and that such construction will not injure any person, or damage any property;

(e) that the Contractor has carefully examined the Contract Documents and the site of the Work and that from those investigations, the Contractor is satisfied and familiar with:

i. the nature and location of the Work;

ii. the character, legal limits, quality and quantity of surface and subsurface materials likely to be encountered, including, but not limited to, all structures and obstructions on or at the Project site, both natural and man-made;

iii. the character of equipment and other facilities needed for the performance of the Work;

iv. the general and local conditions including without limitation its climatic conditions, the availability and cost of labor and the availability and cost of materials, tools and equipment;

v. the quality and quantity of all materials, supplies, tools, equipment, labor and professional services necessary to complete the Work in the manner required by the Contract Documents; and

vi. all other matters or things which could in any manner affect the performance of the Work.

(f) that the Contractor will fully comply with all requirements of the Contract Documents;

(g) that the Contractor will perform the Work consistent with good workmanship, sound business practice, and in the most expeditious and economical manner consistent with the best interests of the County;

(h) that the Contractor will furnish efficient business administration and experienced superintendence and an adequate supply of workers, equipment, tools and materials at all times;

(i) that the Contractor will provide all Subcontractors and suppliers with a copy of the Payment Bond required for this Project, and of notices required to make a claim under such Bond;"

(j) that the Contractor has carefully reviewed the Work required and that the Work can be planned and executed in a normal and orderly sequence of work and reasonably scheduled so as to ensure completion of the Work in accordance with the Contract Documents, allowing for normal and reasonably foreseeable weather, labor and other delays, interruptions and disruptions of the Work;

(k) that the Contractor will complete the Work within the Contract Time and all portions thereof within any required contract milestones; and

(l) that his Contract Sum is based upon the labor, materials, systems and equipment required by or reasonably inferable from the Contract Documents, without exception.

5. LABOR AND MATERIALS

5.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for all labor, materials, equipment, supplies, tools, construction equipment machinery, water, and transportation. The Contractor shall provide any other facilities and services necessary or proper for or incidental to the execution and completion of the Work required by and in accordance with the Contract Documents and any applicable code or statute, whether specifically required by the Contract Documents. Final payment will not be made until the Work is so completed. The Contractor hereby acknowledges that its bid price is not based upon any claim to the land, timber, soils or other resources at the Construction site, except to the use of soils for necessary site work unless specified otherwise in the Drawings and/or Specifications.

5.2 The Contractor shall at all times enforce strict discipline and good order among its employees and shall not employ on the Work any unfit subcontractor or person or anyone not skilled in the task assigned. The County may, by notice in writing, require the Contractor to remove from the Work any subcontractor or employee the County deems incompetent, careless or otherwise objectionable and Contractor shall provide for this contingency in all subcontracts.

5.3 The Contractor shall be responsible for ensuring that the Work is completed in a skillful and workmanlike manner.

5.4 The Contractor shall submit to the County within thirty (30) calendar days after award of the Contract for the Work, and prior to the first Application for Payment, an identification and percentage of the Work to be performed by the Contractor with his own forces. The Contractor shall also identify the Work and percentage of work to be performed by Minority Business Enterprise and Women Business Enterprise subcontractors and vendors. The percentage of the Work to be performed shall be calculated by adding the amount of work performed and dividing this sum by the total amount of the Contract. No portion of the Contract shall be subcontracted or otherwise performed by a party other then the Contractor, except with the written consent of the County.

5.5 All equipment, apparatus and/or devices of any kind to be incorporated into the Work that are shown or indicated on the Drawings or called for in the Specifications or required for the completion of the Work shall be entirely satisfactory to the County and the County's Engineer as regards to operations, capacity and/or performance. No approval, either written or verbal, of any drawings, descriptive data or samples of such equipment, apparatus and/or device shall relieve the Contractor of the responsibility to turn over the same in good working order for its intended purpose at the completion of the Work in complete accordance with the Contract Documents. Any equipment, apparatus and/or device not fulfilling these requirements shall be removed and replaced by proper and acceptable equipment, etc., or put in good working order satisfactory to the County and County's Engineer without additional cost to the County.

5.6 The Contractor shall take all necessary precautions for the safety of persons in the execution of the Contract. Compliance with rules of the Department of Labor Occupational Safety and Health Administration, hereafter referred to as OSHA, is required as an established minimum.

6. WARRANTY

6.1 The Contractor warrants to the County and the County's Engineer that all materials and equipment furnished under this Contract will be new unless otherwise specified, and that all workmanship will be of first class quality, free from faults and defects and in conformance with the Contract Documents and all other warranties and guaranties specified therein. Where no standard is specified for such workmanship or materials, they shall be the best of their respective kinds. All work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. If required by the County or the County's Engineer, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment. This warranty is not limited by the provisions of Article XIII.

6.2 The Work included in this Contract is heretofore specified. The Contractor will be required to complete the Work specified and to provide all items needed for construction of the Project, complete and in good order.

6.3 The warranties set forth in this Section VI and elsewhere in the Contract Documents shall survive Final Completion of the Work under Article IX, Subparagraph 10.1.

6.4 The Contractor and Surety guarantee and warrant to the County all work as follows:

(a) that all materials and equipment furnished under this Contract will be new and the best of its respective kind unless otherwise specified;

(b) that all Work will be of first-class quality and free of omissions and faulty, poor quality, imperfect and defective material or workmanship;

(c) that the Work shall be entirely watertight and leak proof in accordance with all applicable industry customs and practices, and shall be free of shrinkage and settlement;

(d) that the Work, including but not limited to, mechanical and electrical machines, devices and equipment, shall be complete systems, fit and fully usable for its intended and specified purpose and shall operate satisfactorily with ordinary care;

(e) that consistent with requirements of the Contract Documents, the Work shall be installed and oriented in such a manner as to facilitate unrestricted access for the operation and maintenance of fixed equipment; and

(f) that the Work will be free of abnormal or unusual deterioration which occurs because of poor quality materials, workmanship or unsuitable storage.

6.5 All work not conforming to guarantees and warranties specified in the Contract Documents, including substitutions not properly approved and authorized, may be considered defective. If required by the County's Engineer, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

6.6 If, within one (1) year after the Date of Final Completion of the Work or within such longer period of time as may be prescribed by law or by the terms of any applicable special warranty required by the Contract Documents, any of the Work is found to be defective, not in accordance with the Contract Documents, or not in accordance with the guarantees and warranties specified in the Contract Documents, the Contractor shall correct it within five (5) business days or such other period as mutually agreed, after receipt of a written notice from the County to do so. The County shall give such notice with reasonable promptness after discovery of the condition.

6.7 If at any time patent deficiencies in the Work are discovered, the Contractor will be liable for replacement or correction of such work and any damages which the County has incurred related thereto, regardless of the time limit of any guarantee or warranty.

6.8 Any materials or other portions of the Work, installed, furnished or stored on site which are not of the character or quality required by the Specifications, or are otherwise not acceptable to the County or the County's Engineer, shall be immediately removed and replaced by the Contractor to the satisfaction of the County and County's Engineer, when notified to do so by the County and Engineer.

6.9 If the Contractor fails to correct defective or nonconforming work as required by Article IV, Subparagraph 6.1 or if the Contractor fails to remove defective or nonconforming work from the site, as required by Article IV, Subparagraph 6.8, the County may elect to either correct such work in accordance with Article III Subparagraph 4 or remove and store materials and equipment at the expense of the Contractor. If the Contractor does not pay the cost of such removal and storage within ten (10) calendar days thereafter, the County may upon ten (10) additional calendar days written notice, sell such work at auction or at private sale and shall account for the net proceeds thereof, after deducting all the costs that should have been borne by the Contractor, including compensation for the County and/or the County's Engineer's additional services made necessary thereby. If such proceeds of sale do not cover all costs, which the Contractor should have borne, the difference shall be charged to the Contractor and an appropriate Change Order shall be issued. If the payments then or thereafter due the Contractor are not sufficient to cover such amount, the Contractor shall pay the difference to the County.

6.10 The Contractor shall bear the cost of making good all work of the County, separate contractors or others, destroyed or damaged by such correction or removal required under this Article IV, Article XIII, or elsewhere in the Contract Documents.

7. TAXES:

The Contractor shall pay all sales, consumer, use and other similar taxes for the Work or portions thereof provided by the Contractor which are legally enacted at the time bids are received, whether or not yet effective. The County reserves the right to direct purchase materials to realize a tax savings and adjust the Contract amount accordingly. The Contractor hereby agrees to permit the County to direct purchase from the Contractor's suppliers at prices quoted to Contractor and for County to retain any tax savings generated thereby.

8. PERMITS AND FEES:

8.1 The Contractor is responsible for obtaining all permits necessary to construct the Project, beyond the SJRWMD Exemption # 42-009-68105-2, obtained by the County's Engineer. (Also refer to Article XVI.)

8.2 The Contract shall follow all conditions of permits relating to the construction of the Project.

8.3 The Contractor shall give all notices and comply with all laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the performance of the Work.

9. SUPERINTENDENT:

9.1 The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during the progress of the Work. The superintendent shall

represent the Contractor and all communications given to the superintendent shall be as binding as if given to the Contractor.

9.2 The Superintendent shall be in attendance at the Project site not less than eight (8) hours per day, five (5) days per week, and any time work is being performed at the jobsite, unless the job is closed down due to a general strike or conditions beyond the control of the Contractor or until completion or termination of the Contract. It is understood that such Superintendent shall be acceptable to the County and the County's Engineer and shall be the one who will be continued in that capacity for the duration of the Project, unless the County otherwise agrees. The Superintendent shall not be employed on any other project for or by the Contractor or any other entity during the course of the Work.

9.3 In the event any of the following conditions shall exist, the Contractor, at no additional expense to the County, shall require that the Superintendent be at the Project site not less than ten (10) hours per day, six (6) days per week:

(a) should Substantial Completion not be accomplished on schedule;
(b) should Final Completion not be accomplished on schedule;
(c) should the progress schedule indicate in the opinion of the County or County's Engineer that the Contractor is fourteen (14) or more calendar days behind schedule at any time during construction up until thirty (30) calendar days prior to scheduled Substantial Completion; or
(d) should the progress schedule indicate in the opinion of the County or County's Engineer that the Contractor is seven (7) or more calendar days behind schedule at any time during the last thirty (30) calendar days prior to scheduled Substantial Completion.

10. PROGRESS AND SUBMISSION SCHEDULES AND PRECONSTRUCTION CONFERENCE:

10.1 Prior to the preconstruction conference, the Contractor shall submit to the County a construction bar chart progress schedule and a computerized critical path method schedule, which shall show chronologically all operations contemplated and necessary for the successful completion of the Work within the agreed Contract Time and a schedule of Shop Drawing submissions. The Contractor shall not change the commence construction progress schedule, no deviations from it shall be made without prior approval from the County. The critical path schedule shall be updated on a monthly basis. Included with the progress schedule shall be a schedule of values of lump sum items which indicate costs in relation to the progress schedule and unit costs.

10.2 The Contractor shall prepare and submit to the County an estimated monthly payment request based on the schedule for each month in the schedule.

10.3 Before the Work, a conference will be held to review the above schedules, to establish procedures for handling Shop Drawings and other submissions, and to establish a working understanding between the parties as to the Project. Present at the conference will be the County, County's Engineer, the Resident Construction Monitor, the Contractor and the Superintendent, and others as may be specified in these Contract Documents.

11. RESPONSIBILITY FOR COMPLETION:

11.1 The Contractor shall furnish such labor, materials, facilities and equipment and shall work such hours, as may be necessary to ensure the performance of the Work in accordance with the Construction Schedule and Completion dates specified in the Contract Documents. If it

becomes apparent to the County and/or County's Engineer that the Work will not be completed in accordance with the Construction Schedule and or Completion dates, the Contractor agrees to undertake some or all of the following actions, at no additional cost to the County, in order to ensure, in the opinion of the County and/or County's Engineer that the Contractor will comply with all Completion date requirements:

(a) increase manpower, materials, crafts, equipment and facilities to accelerate performance of the Work;

(b) increase the number of working hours per shift, shifts per working day, working days per week, or any combination of the foregoing; and/or

(c) reschedule activities to achieve maximum practical concurrence of accomplishment of activities.

11.2 If, in the opinion of the County or County Engineer, the actions taken by the Contractor pursuant to this Article or the progress or sequence of work are not accurately reflected on the Construction Schedule, the Contractor shall revise such schedule to accurately reflect the actual progress and sequence of work.

11.3 Failure of the Contractor to substantially comply with the requirements of this Article may be considered grounds for a determination by the County, pursuant to Article XIV, that the Contractor is failing to prosecute the Work with such diligence as will ensure its completion within the time specified.

11.4 This paragraph does not eliminate the Contractor's responsibility to comply with the local noise ordinances, all highway permit requirements and all other applicable laws, regulations, rules, ordinances, resolutions, and permit requirements.

12. DOCUMENTS AND SAMPLES AT THE SITE:

The Contractor shall maintain at the site for the County one record copy of all Drawings, Specifications, Addenda, Change Orders and other Modifications, in good order and marked currently to record all changes made during construction, and approved Shop Drawings, Product Data and Samples. The Contractor shall also maintain document control logs to track all Drawings, Specifications, Architectural Supplemental Instructions, Change Orders, and Request for Information and Submittals. These shall be delivered to the County's Engineer for the County upon completion of the Work.

13. SUBMITTALS:

13.1 The Contractor shall review, approve and submit, with reasonable promptness and in such sequence as to cause no delay in the Work or in the Work of the County or any separate contractor, all submittals required by the Contract Documents.

13.2 Unless otherwise directed in writing, the Contractor shall submit no less than six (6) copies, unless specified otherwise, of each Submittal to the County's Engineer. Routing of said Submittals will be from the Contractor to the Engineer to the County. The County's Engineer will return three (3) copies of each submittal directly to the Contractor and provide copies to the County.

13.3 For standard manufactured items not requiring special Shop Drawings for manufacture, submit six (6) copies, unless specified otherwise, of manufacturer's catalog sheets showing illustrated cuts of item to be furnished, scale details, sizes, dimensions, performance characteristics, capacities, wiring diagrams and controls, and all other pertinent information. Four (4) copies of reviewed submissions will be returned to the Contractor.

13.4 For all other Shop Drawings, submit one (1) legible, unfolded, reproducible (positive side up sepia) transparencies and five (5) opaque prints for each drawing. Each drawing shall have a clear space for stamps. When phrase "by others" appears on Shop Drawings, the Contractor shall indicate on the drawing who is to furnish material or operations so marked before submittal.

13.5 The Contractor shall submit samples in triplicate of adequate size showing quality, type, color range, finish and texture, unless otherwise specified.

13.6 Where the technical specifications call for the submittal of manufacturer's data or any other information to the County's Engineer for information only, such submittals shall be made before the commencement of any portion of the Work requiring such submission. Four (4) copies shall be submitted and one (1) will be returned to the Contractor.

13.7 For use of all trades, the Contractor shall provide such numbers of prints as are required for field distribution.

13.8 All communications and transactions with manufacturers or subcontractors shall be through the Contractor.

13.9 Where specifications require manufacturer's printed installation instructions, the Contractor shall submit copies of such instructions for review.

13.10 Where several materials are specified by name for one use, select for use any of those so specified.

13.11 Whenever item or class of material is specified exclusively by trade name, manufacturer's name, or by catalog reference, use only such item, unless written approval for substitution is secured.

13.12 No portion of the Work requiring submission of submittals shall be commenced or fabricated by the Contractor except at the Contractor's own risk, until the submittal has been reviewed by the County's Engineer. All such portions of the Work shall be in accordance with reviewed submittals.

13.13 By approving and submitting Shop Drawings, Product Data, Manuals and Samples, etc. the Contractor represents that the Contractor has determined and verified all materials, field measurements, and field construction criteria and that the Contractor has checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents. The Contractor shall adhere to any supplementary processing and scheduling instructions pertaining to Shop Drawings, which may be issued by the County.

13.14 Parts and details not fully indicated on the Contract Drawings shall be detailed by the Contractor in accordance with standard engineering practice. Dimensions on the Contract Drawings, as well as detailed drawings themselves are subject in every case to measurements of existing, adjacent, incorporated and completed work, which shall be taken by the Contractor before undertaking any work dependent on such data.

13.15 The Contractor shall not be relieved of responsibility for any deviation from the requirements of the Contract Documents by the County's Engineer's review of any submittal unless the Contractor has specifically informed the County's Engineer in writing of such deviation at the time of submission and the Engineer and County have given written approval to the specific deviation by a written order. The Contractor shall not be relieved from responsibility for construction means and methods shown in the submittal or for errors or omissions in the Shop Drawings, Product Data, Samples, or Manuals, etc. by the Engineer's review thereof.

13.16 The Contractor shall make corrections required by the County's Engineer and shall resubmit the required number of corrected copies of submittals. The Contractor shall direct specific attention, in writing or on resubmitted submittals, to revisions other than those requested by the County's Engineer on previous submittals. Re-Submittals necessitated by required corrections due to the Contractor's errors or omissions shall not be cause for extension of Contract Time.

13.17 Shop Drawings, Product Data and Samples shall be dated and shall bear the name of the Project; a description or the names or equipment, materials and items; reference to the appropriate Specification Section; and complete identification of locations at which materials or equipment are to be installed.

13.18 Submittals shall be accompanied by a transmittal letter, in duplicate, containing the name of the Project, the Contractor's name, the number of Shop Drawings, Product Data, Samples, or Manuals and titles and other pertinent data.

14. EQUAL PRODUCTS AND SUBSTITUTIONS:

14.1 All materials, supplies and articles furnished under this Contract shall, whenever specified and otherwise practicable, be the standard products of recognized, reputable manufacturers. Unless otherwise specifically provided in the Contract Documents, the naming of a certain brand, make, manufacturer or article, device, product, material, fixture or type of construction shall convey the general style, type, character and standard of quality of the article desired and shall not be construed as limiting competition. The Contractor, in such cases, may with County approval, use any brand, make, manufacturer, article, device, product, material, fixture, form or type of construction which in the judgment of the County is equal to that specified. Approval by the County will be granted based upon considerations of quality, workmanship, and economy of operation, suitability for the purpose intended, and

acceptability for use on the Project. An item may be considered equal to the item so named or described if, in the opinion of the County:

(a) it is at least equal in quality, durability, appearance, strength, and design;
(b) it will perform at least equally the specific function imposed by the general design for the Work being contracted for or the material being purchased; and
(c) it conforms substantially, even with deviations, to the detailed requirements for the item in the specifications.

14.2 To obtain such approval on makes or brands of material other than those specified in Contract Documents, and not previously approved during the bidding, the Contractor's request for approval of any substitution shall include:

(a) complete data substantiating compliance of the proposed substitution with the Contract Documents;
(b) product identification including manufacturer's name, address, and phone number;
(c) manufacturer's literature showing complete product description, performance and test data, and all reference standards;
(d) samples and colors in the case of articles or products;
(e) name and address of similar projects on which the product was used and date of installation;
(f) for construction methods, include a detailed description for the proposed method and drawings illustrating same;
(g) itemized comparison of proposed substitution with product or method specified and any cost reduction, which shall benefit the County;
(h) accurate cost data on proposed substitution in comparison with product or method specified; and
(i) all directions, specifications, and recommendations by manufacturers for installation, handling, storing, adjustment, and operation.

14.3 The Contractor shall also submit with his request for approval a sworn and notarized statement which shall include all of the following representations by the Contractor, namely that:

(a) the Contractor has investigated the proposed product or method and determined that it is equal or better in all respects to that specified and that it fully complies with all requirements of the Contract Documents;
(b) the Contractor will meet all contract obligations with regard to this substitution;
(c) the Contractor will coordinate installation of accepted substitutions into the Work, making all such changes and any required schedule adjustments, at no additional cost to the County, as may be required for the Work to be complete in all respects;
(d) the Contractor waives all claims for additional costs and additional time related to substitutions, which consequently become apparent. Contractor also agrees to hold the County harmless from claims for extra costs and time incurred by other subcontractors and suppliers, or additional services which may have to be performed by the County and/or County's Engineer, for changes for extra work that may, at some later date, be determined to be necessary in order for the Work to function in the manner intended in the Contract Documents;
(e) Contractor will provide the same warranty and guarantee, and perform any work required in accordance therewith, for the substitution that is applicable to the specified item for which the substitution is requested;
(f) material will be installed, handled, stored, adjusted, tested, and operated in accordance with the manufacturers' recommendation and as specified in the Contract Documents;

(g) in all cases new materials will be used unless this provision is waived by notice from the County, or unless otherwise specified in the Contract Documents;
(h) all material and workmanship will be in every respect in accordance with that which, in the opinion of the County, is in conformity with approved modern practice;
(i) Contractor has provided accurate cost data on the proposed substitution in comparison with the product or method specified.

14.4 Subject to the provisions of any applicable laws, approval for substitutions or equal products shall be at the sole discretion of the County, shall be in writing to be effective, and the decision of the County shall be final. The County may require tests of all materials proposed for substitution so submitted to establish quality standards, at the Contractor's expense. After approval of a substitution, if it is determined that the Contractor submitted defective information or data regarding the substitution upon which County's approval was based, and that unexpected or not contemplated extensive redesign or rework of the Project will be required in order to accommodate the substitution, or that the substituted item will not perform or function as well as the specified item for which substitution was requested, the Contractor will be required to furnish the original specified item or request approval to use another substitution; the Contractor shall pay all costs, expenses or damages associated with or related to the unacceptability of such a substitution and the resultant use of another item and no time extension shall be granted for any delays associated with or related to such substitution.

14.5 If a substitution is approved, no change in brand or make will be permitted unless satisfactory, written evidence is presented to and approved by the County that the manufacturer cannot make scheduled delivery of the approved substituted item. Substitutions will not be considered for approval by the County if:
(a) the proposed substitution is indicated or implied on the Contractor's Shop Drawing or product data submittal and has not been formally submitted for approval by the Contractor in accordance with the above stated requirements;
(b) acceptance of the proposed substitution will require substantial design revisions to the Contract Documents; or
(c) is otherwise not acceptable to the County.

14.6 Except as otherwise provided for by the provisions of any applicable laws, the Contractor shall not have any right of appeal from the decision of the County condemning any materials submitted if the Contractor fails to obtain the approval for substitution under this Article.

15. USE OF SITE:

The Contractor shall confine operations at the site to areas provided by the County and as permitted by law, ordinances, permits, easements, right-of-way agreements and the Contract Documents. The Contractor shall not unreasonably encumber the site, in the opinion of the County with any materials, equipment or trailers, nor shall the Contractor block the entrances or otherwise prevent reasonable access to the site, other working and parking areas, completed portions of the Work and/or properties, storage areas, or areas of other facilities that are adjacent to the worksite. If the Contractor fails or refuses to move said material, equipment or trailers within 24 hours of notification by the County to so do, the County shall have the right, without further notice, to remove, at the Contractor's expense, any material, equipment and/or trailers which the County deems are in violation of this paragraph.

16. CUTTING AND PATCHING OF WORK:

16.1 The Contractor shall be responsible for all cutting, fitting or patching that may be required to complete the Work or to make its several parts fit together properly and in accordance with the Contract Documents.

16.2 The Contractor shall not cut or otherwise alter the Work of the County or any separate contractor except with the written consent of the County and of such separate contractor. After consent is given, the Contractor shall not damage or endanger any portion of the Work or the Work of the County or any separate contractors in cutting, patching or otherwise altering any work, or by excavation. The Contractor shall not unreasonably withhold from the County or any separate contractor whose consent to cutting or otherwise altering the Work. The County shall not be required to accept work with a cut, splice, or patch when such cut, splice or patch is not generally accepted practice for the particular work involved or is otherwise unworkmanlike in the opinion of the County.

16.3 Existing structures and facilities including but not limited to building, utilities, topography, streets, curbs, walks, etc., that are damaged or removed due to required excavations or other construction work, shall be patched, repaired or replaced by the Contractor to the satisfaction of the County of such structures and facilities and authorities having jurisdiction. In event the local jurisdictional authorities require that such repairing and patching be done with their own labor and materials, the Contractor shall abide by such regulations and pay for such work.

17. CLEANING UP:

17.1 The Contractor shall at all time keep the premises free from accumulation of waste materials or rubbish caused by the Contractor's operations. As a condition of Substantial Completion of the Work, the Contractor shall remove all the Contractor's waste materials and rubbish from and about the Project. Before Final Payment is made, the Contractor shall remove the Contractor's tools, construction equipment, machinery and surplus materials.

17.2 If the Contractor fails to clean up by Substantial Completion of the Work, the County may do so and the cost thereof shall be charged to the Contractor. The Contractor shall adhere to the following:

(a) Burning of rubbish on the premises will NOT be permitted.

(b) Debris shall be hauled to a place of legal disposal in a manner satisfactory to the County's representative.

18. COMMUNICATIONS:

The Contractor shall forward its communications and communications from any subcontractors to the County through the County's Engineer, unless instructed otherwise.

19. ROYALTIES AND PATENTS:

The Contractor shall pay all royalties and license fees. The Contractor shall defend all suits or claims for infringement of any patent rights and shall save the County harmless from loss, damages, costs or attorney's fees on account thereof.

20. PERSONS AUTHORIZED TO SIGN DOCUMENTS:

The Contractor, within five (5) calendar days after the date of the County-Contractor Agreement, shall file with the County, a list of all persons who are authorized to sign documents such as contracts, certificates, and affidavits on behalf of the Contractor and to fully bind the Contractor to

all the conditions and provisions of such documents in the event those persons are different from the County-Contractor Agreement signatures.

21. CONDITIONS AFFECTING THE WORK:

21.1 The Contractor shall be responsible for taking all steps necessary to ascertain the nature and location of the Work and the general and local conditions, which can affect the Work or the cost thereof. Failure by the Contractor to become fully acquainted with conditions which may affect the Work, including, but not limited to conditions relating to transportation, handling, storage of materials, availability of labor, water, roads, weather, topographic and subsurface conditions, multi-prime contract conditions, applicable provisions of law, and the character and availability of equipment and facilities needed prior to and during the execution of the Work, shall not relieve the Contractor of the Contractor's responsibilities under the Contract Documents and shall not constitute a basis for an adjustment in the Contract Sum or the Contract Time under any circumstances. The County assumes no responsibility for any understanding or representation about conditions affecting the Work made by any of the County's officers, employees, representatives, or agents prior to the execution of the Contract, unless such understandings or representations are expressly stated in the Contract Documents.

21.2 If in the execution of the Work any valuable or historical items or materials of any kind are discovered within the Work, such items or materials shall be the property of the County. The Contractor shall take reasonable precautions to prevent any persons from removing or damaging such items or materials and shall immediately upon discovery thereof and before removal, acquaint the County with such discovery and carry out the County's orders as to disposal of the same.

22. AUDIT REQUIREMENTS:

If requested by the County, the Contractor shall maintain such records and accounts, including property, personnel and financial records to insure proper accounting for all funds expended under the Agreement. Said records shall be made available, upon request, for audit purposes to Brevard County and its auditor's at all reasonable times during the term of this Agreement and for five (5) years from date of final payment.

END OF ARTICLE IV

ARTICLE V

SUBCONTRACTORS

1. DEFINITION:

1.1 A subcontractor is a person or entity who has a direct contract with the Contractor to perform any of the Work at the site. The term subcontractor is referred to throughout the Contract Documents as if singular in number and means a subcontractor or its authorized representative. The term subcontractor does not include any separate contractor or that Contractor's Subcontractors.

1.2 A sub-subcontractor is a person or entity who has a direct or indirect contract with a subcontractor to perform any of the Work at the site. The term sub-subcontractor is referred to throughout the Contract Documents as if singular in number and means a sub-subcontractor or an authorized representative thereof.

1.3 Nothing contained in the Contract Documents is intended to, nor shall it create, any contractual relationship between the County, the County Engineer, or any of their agents, consultants, employees, independent contractors, or representatives and any subcontractor, sub-subcontractor, supplier or vendor of the Contractor, but the County shall be entitled to performance of all obligations intended for the County's benefit, and to enforcement thereof.

1.4 The County and County Engineer will not deal directly with any subcontractor or sub-subcontractor or materials supplier. Communication will be made only through the Contractor. Subcontractor, sub-subcontractors or material suppliers shall route requests for information or clarification through the Contractor to the County Engineer with copies to the County.

2. AWARD OF SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS OF WORK:

2.1 In addition to the prequalification of specified subcontractors prior to award of this Contract, the Contractor, in compliance with the requirements of the Contract Documents, shall furnish to the County, in writing, the names, contact name, addresses and telephone numbers of the subcontractors (including those who are to furnish materials or equipment fabricated to a special design) proposed for each of the principal portions of the Work prior to the first Application for Payment.

2.2 The County will promptly reply to the Contractor in writing stating whether or not the County, or County's Engineer, after due investigation, has reasonable objection to any proposed person or entity that has not already been pre-qualified prior to award of this Contract. Failure of the County to reply within five (5) business days shall constitute notice of no reasonable objection.

2.3 The Contractor understands and agrees that no contractual agreement exists for any part of the Work under this Contract between the County or County's Engineer and any of the Contractor's Subcontractors or Sub-subcontractors. Further, the Contractor understands and agrees that the Contractor alone is responsible to the County for all of the Work under this Contract and that any review of Subcontractors or Sub-subcontractors by the County will not in any way make the County responsible to any Subcontractor, nor responsible for the actions or failures of any subcontractor or Sub-subcontractor.

2.4 The Contractor shall not contract with any such proposed person or entity to which the County has made reasonable objection. If the County has reasonable objection to any proposed person or entity, the Contractor shall name a substitute to whom the County has no reasonable objection.

2.5 The Contract Sum shall be increased or decreased by the difference in cost occasioned by such substitution and an appropriate Change Order shall be issued, subject to an audit of said difference by the County **provided:**

(a) that no increase in the Contract Sum shall be allowed for any such substitution unless the Contractor has acted promptly and responsively in submitting names as required;
(b) that the County has stated County's objection in writing before the submission by the Subcontractors of a bid acceptable to Contractor;
(c) if the rejected Subcontractor was unable to enter into work;
(d) if the rejected Subcontractor failed to comply with all applicable laws;
(e) if the rejected Subcontractor was not an on going business in the field of the proposed Subcontract;
(f) if the rejected Subcontractor does not have a labor force and the means of supply compatible with the scope of the Subcontract; or
(g) if the rejected Subcontractor does not meet any of the pre-qualification criteria of Section IV, Instruction to Bidders.

2.6 If the County requires a change of any proposed subcontractor or person or organization previously accepted by the County, except for reasons stated in Subparagraph 2.5, the Contract Sum shall be increased or decreased by the difference in cost occasioned by such change and an appropriate Change Order shall be issued, subject to an audit by the County. The Contractor shall make no substitution for any subcontractor, person or entity previously selected if the County makes reasonable objection to such substitution.

3. SUBCONTRACTUAL RELATIONS:

3.1 By an appropriate written agreement the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by the terms of these Contract Documents, and to assume toward the Contractor all the obligations and responsibilities which the Contractor, by these Documents, assumes toward the County. Said agreement shall preserve and protect the rights of the County under the Contract Documents with respect to the Work to be performed by the Subcontractor so that the subcontracting thereof will not prejudice the County's rights. The Contractor shall also provide each subcontractor with a copy of the Payment Bond required by this Agreement, and with notice that:

(a) claims under such bond should be made in conformance with Section 255.05 of the Florida Statutes, and
(b) subcontractor should not execute Waivers of Claim under such bond unless the subcontractor has, in fact, been paid.

3.2 Where appropriate, the Contractor shall require each subcontractor to enter into similar agreements with his sub-subcontractors. The Contractor shall make available to each proposed subcontractor, prior to the execution of the subcontract, copies of the Contract Documents to which the subcontractor will be bound by this subparagraph, and identify to the Subcontractor any terms and conditions of the proposed subcontract which may be at variance with the Contract Documents. Each subcontractor shall similarly make copies of such documents available to his Sub-subcontractors.

3.3 The provisions herein regarding subcontractor approvals shall in no way affect the liability of the Contractor to the County regarding performance of all obligations by or payment of subcontractors. Approval to subcontract and of any given subcontractor shall not to any degree relieve the Contractor of the Contractor's obligation to perform or have performed to the full satisfaction of the County all of the Work required by this Contract.

4. QUALIFICATION SUBMITTALS:

4.1 Specific qualification submittals, in addition to those set forth in the Instruction to Bidders, may be required of subcontractors, installers and suppliers for certain critical items of the Work. These required qualification submittals are set forth in detail in the Specifications and shall be collected and submitted by the Contractor for review and approval by the County's Engineer. All information required of a single subcontractor, installer or supplier shall be contained in a single, complete submittal. The Contractor shall submit the required qualification information within ten (10) calendar days after receipt of the County's Engineer's request.

4.2 The County may reject any proposed Subcontractor, installer or supplier, or any qualification submittals related thereto, for the following reasons:

(a) the Contractor's failure to submit requested information within the specified time;
(b) the Contractor's failure to provide all of the requested information; or
(c) the Contractor's submission of a subcontractor, installer or supplier, or qualifications thereof, which are unacceptable in the judgment of the County or the County's Engineer.

4.3 Should the County or the County's Engineer have reasonable objection to any proposed subcontractor, installer or supplier, the Contractor shall submit another firm for approval by the County or County's Engineer.

5. PREPARATORY WORK:

5.1 Before starting any section of work, the responsible Subcontractor shall carefully examine all preparatory work that has been executed to receive the Subcontractor's work. The Subcontractor shall check carefully, by whatever means are required, to ensure that the Subcontractor's work and adjacent related work will finish to proper contours, planes and levels. The Subcontractor shall promptly notify the Contractor and the County of any defects or imperfections in preparatory work, which will, in any way, affect satisfactory completion of his work. Absence of such notification will be construed as an acceptance of preparatory work and later claims of defects therein will not be recognized.

5.2 Under no condition shall a section of work proceed prior to preparatory work having been completed, cured, dried, and otherwise made satisfactory to receive such related work. Responsibility for timely installation of all materials rests solely with the Contractor, who shall maintain coordination control at all times.

END OF ARTICLE V

ARTICLE VI

WORK BY COUNTY OR BY SEPARATE CONTRACTORS

1. COUNTY'S RIGHT TO PERFORM WORK AND TO AWARD SEPARATE CONTRACTS:

1.1 The County reserves the right to perform work related to the Project, including work proposed under a Change Order, with the County's forces, and to award separate contracts in connection with other portions of the Project or other work on the site under these or similar Conditions of the Contract.

1.2 When separate contracts are awarded for different portions of the Project or other work on the site, the term Contractor in the Contract Documents in each case shall mean the Contractor who executes each separate County-Contractor Agreement.

2. MUTUAL RESPONSIBILITY:

2.1 The Contractor shall afford other contractors and the County reasonable opportunity for the introduction and storage of their materials and equipment and the execution of their work, and shall properly connect and coordinate the Work with that of the County and other contractors, and to store the Contractor's apparatus, materials, supplies and equipment in such orderly fashion at the site of the Work as will not unduly or unreasonably interfere with the progress of the Work or the Work of any other contractors.

2.2 If the execution or result of any part of the Work depends upon any work of the County or of any separate contractor, the Contractor shall, prior to proceeding with the Work, inspect and promptly report to the County in writing any apparent discrepancies or defects in such work of the County or of any separate contractor that render it unsuitable for such proper execution or result of any part of the Work.

2.3 Failure of the Contractor to so inspect and report shall constitute an acceptance of the County's or separate contractor's work as fit and proper to receive the Work, except as to defects which may develop in the County's or separate contractor's work after completion of the Work and which the Contractor could not have discovered by its inspection prior to completion of the Work.

2.4 Should the Contractor cause damage to the Work or property of the County or of any separate contractor on the Project, or to other work on the site, or delay or interfere with the County's work on ongoing operations or facilities or adjacent facilities or said separate contractor's work, the Contractor shall be liable for the same; and, in the case of another contractor, the Contractor shall attempt to settle said claim with such other contractor prior to such other contractor's institution of litigation or other proceedings against the Contractor.

2.5 If such separate contractor sues the County or County's Engineer on account of any damage, delay or interference caused or alleged to have been caused by the Contractor, the County shall notify the Contractor, and the Contractor shall defend the County and County's Engineer in such proceedings at the Contractor's expense. If any judgment or award is entered against the County or County's Engineer, the Contractor shall satisfy the same and shall reimburse the County and County's Engineer for all damages, expenses, attorneys' fees and other costs which the County or County's Engineer incurs as a result thereof.

2.6 Should a separate contractor cause damage to the Work or to the property of the Contractor, or cause delay or interference with the Contractor's performance of the Work, the Contractor shall present directly to said separate contractor any claims it may have as a result of such damage, delay or interference (with an information copy to the County) and shall attempt to settle its claim against said separate contractor prior to the institution of litigation or other proceedings against said separate contractor.

2.7 In no event shall the Contractor seek to recover from the County or the County's Engineer and the Contractor hereby warrants to the County and County's Engineer that it will not seek to recover from them, or any of them, any costs, expenses (including, but not limited to, attorney's fees) or damages or other losses incurred by the Contractor as a result of any damage to the Work or property of the Contractor or any delay or interference caused by any separate contractor.

2.8 In order to carry out the intent of this Article VI, the Contractor agrees that privity of contract exists between Contractor and any separate contractor, as defined herein, for the purpose of disposing of the liabilities or obligations which are imposed upon said parties to each other hereunder; and Contractor agrees to accept service of process and to sue and be sued in Contractor's own name in any litigation which may arise hereunder between Contractor and any separate contractor.

2.9 Whenever Contractor receives items from another contractor or from the County for storage, erection or installation, the Contractor receiving such items shall give receipt for items delivered, and thereafter will be held responsible for care, storage and any necessary replacing of item or items received.

2.10 When certain items of equipment and other work are indicated as "NIC" (not in contract), or to be furnished and installed under other contracts, any requirements for preparation of openings, provision of backing, etc., for receipt of such "NIC" work will be furnished upon written request of the Contractor who shall properly form and otherwise prepare the Contractor's work in a satisfactory manner to receive such "NIC" work.

3. COUNTY'S RIGHT TO PERFORM DISPUTED WORK:

If a dispute arises between the Contractor and separate contractors as to their responsibility for cleaning up, or for accomplishing coordination, or doing required cutting, filling, excavating or patching as required by Article IV, the County may carry out such work and charge the cost thereof to the Contractors responsible therefore as the County shall determine to be just. Such determination shall be final.

4. COORDINATION OF THE WORK:

By entering into this, the Contractor acknowledges that there may be other contractors on the site whose work will be coordinated with that of the Contractor's work. The Contractor expressly warrants and guarantees that the Contractor will cooperate with other contractors and will do nothing to delay, hinder or interfere with the Work of other separate contractors or the County. The Contractor also expressly agrees that, in the event the Contractor's work is hindered, delayed, interfered with or otherwise affected by a separate contractor, the Contractor's sole remedy will be a direct action against the separate contractor as described in this Article VI. Contractor will have no

remedy, and hereby expressly waives and releases any remedy, against the County or County's Engineer on account of delay, hindrance, interference or other event caused by a separate contractor.

END OF ARTICLE VI

ARTICLE VII

MISCELLANEOUS PROVISIONS

1. GOVERNING LAW:

Unless otherwise provided in the Contract Documents, the Contract shall be governed by the laws of the State of Florida. The sole and exclusive venue for any litigation arising from or related to this Contract shall be in Brevard County, Florida.

2. SUCCESSORS AND ASSIGNS:

The County and the Contractor each binds themselves, their partners, successors, assigns and legal representatives to the other party hereto and to the partners, successors, assigns and legal representatives of such other party in respect to all covenants, agreements and obligations contained in the Contract Documents. The Contractor shall not assign the Contract or sublet it as a whole without the written consent of the County, nor shall the Contractor assign any moneys due or to become due hereunder, without the previous written consent of the County and the Contractor's Surety.

3. CLAIMS:

3.1 A claim is a demand or assertion by one of the parties seeking, as a matter of right, adjustment or interpretation of contract terms, payment of money, extension of time, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the County and Contractor arising out of or relating to the Contract. Claims must be made by written notice. The responsibility to substantiate Claims shall rest with the party making the Claim.

3.2 Claims, including those alleging an error or omission by the County's Engineer, shall be referred initially to the Engineer for action. Notice of Claim as required herein shall be required as a condition precedent to litigation of a claim between the Contractor and the County as to all such matters arising prior to the date final payment is due, regardless of whether such matters relate to execution and progress of the Work, or the extent to which the Work has been completed.

3.3 Claims by either party must be made within ten (10) calendar days after occurrence of the event giving rise to such claim or within ten (10) calendar days after the claimant first recognizes the condition giving rise to the Claim, whichever is later. Claims must be made by written notice. An additional claim made after the initial claim has been implemented by Change Order will not be considered unless submitted in a timely manner.

3.4 Pending final resolution of a claim, unless otherwise agreed in writing, the Contractor shall proceed diligently with performance of the Contract and the County shall continue to make payments in accordance with the Contract Documents.

3.5 The making of Final Payment shall constitute a waiver of claims by the County except those arising from:

(a) liens, claims, security interests, or encumbrances arising out of the Contract and unsettled;
(b) failure of the Work to comply with the requirements of the Contract Documents; or
(c) terms of special warranties required by the Contract Documents.

3.6 If conditions are encountered at the site which are (1) subsurface or otherwise concealed physical conditions which differ materially from those indicated in the Contract Documents, or (2) unknown physical conditions of an unusual nature, which differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, then notice by the observing party shall be given to the other party promptly before conditions are disturbed. The County will promptly investigate such conditions and, if they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend an equitable adjustment in the Contract Sum or Contract Time, or both. If the County determines that the conditions at the site are not materially different from those indicated in the Contract Documents, and that no change in the terms of the Contract is justified, the County shall so notify the Contractor in writing stating the reasons. If the County and the Contractor cannot agree on an adjustment in the Contract Sum or Contract Time, the adjustment shall be referred to the County's Engineer for final determination.

3.7 If the Contractor wishes to make claim for an increase in the Contract Sum, written notice as provided herein shall be given before proceeding to execute the Work. Prior notice is not required for claims relating to an emergency endangering life or property if the Contractor believes additional cost is involved for reasons including, but not limited to:

(a) a written interpretation from the County's Engineer;
(b) an order by the County to stop the Work where the Contractor was not at fault;
(c) failure of payment by the County;
(d) termination of the Contract by the County;
(e) County's suspension; or
(f) other reasonable grounds.

3.8 If the Contractor wishes to make claim for an increase in the Contract Time, written notice as provided herein shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay only one claim is necessary.

3.9 If adverse weather conditions are the basis for a claim for additional time, such claim shall be documented by data substantiating that weather conditions were abnormal for the period of time and could not have been reasonably anticipated, and that weather conditions had an adverse effect on the scheduled construction.

3.10 If either party to the Contract suffers injury or damage to person or property because of an act or omission of the other party, excluding claim for damage from delay, of any of the other party's employees or agents, or of others for whose acts such party is legally liable, written notice of such injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding twenty one (21) calendar days after first observance. The notice shall provide sufficient detail to enable the other party to investigate the matter. If a claim for additional cost or time related to this claim is to be asserted, it shall be filed in accordance with the procedure established herein.

4. DISPUTE RESOLUTION:

4.1 Within three (3) calendar days after denial of a contractor's Change Order or Contract Modification request in an amount, individually or in total, less than the authorized purchasing level approved for the County Manager by the County Commission, the Contractor may submit to the County Manager or a designee with experience in the oversight

of construction projects for a department or business other than the department responsible for monitoring the disputed request, documentation of the Contractor's position in the dispute or disagreement. The County Manager or designee, within five (5) calendar days after the receipt of the Contractor's documentation, shall review the request and make a final determination as to whether denial was arbitrary or capricious based upon the sufficiency of the Work under the terms of the Contract, applicable regulations and relevant construction standards. Based upon the sufficiency and degree of completion, as well as any defects in the Work and the amount reasonably required, if any, to correct or repair defective work, the reviewer shall make the final determination as to whether a written Change Order or Contract Modification should be approved by the County Manager.

4.2 If the denied request or disputed amount exceeds the County Manager's purchasing authority, the County Manager shall present a report, recommendation and the Contractor's Claim and documentation, to the County Commission for a final determination within thirty (30) calendar days after receiving the Contractor's documentation for the Claim. The Commission shall make its decision using the standards specified in Subparagraph (4.1) above.

4.3 Within thirty (30) calendar days after denial of a request for a Change Order or Contract Modification by the County or County's Engineer involving 1] an amount in excess of the County Manager's expenditure authority or 2] for the amount the Contractor claims to be due at the time the Project is ready for beneficial use or occupation, the County may, at the County's option, submit the dispute to a mediator with knowledge or experience in construction management, as agreed upon by the parties. Upon referral to a mediator, the County and Contractor shall each pay half the estimated cost of the mediator, up front. Within fifteen (15) calendar days after the date of submittal, the mediator, applying the standards set forth in this Article shall investigate the dispute and submit a written recommendation for disposition of the dispute to the County Manager or a designee with the qualifications specified herein. Within fifteen (15) calendar days after receiving the mediator's recommendation, the County Manager shall submit the recommendation to the County Commission, along with a staff report analyzing the dispute and mediator's recommendation. Based on the standards set forth above, the Commission shall decide whether to grant or deny, in whole or in part, the amounts recommended by the mediator. The Commission's decision will be deemed final action on the disputed claim for the purposes of ripening the decision for judicial review. If the mediator recommends that no Change Order or Contract Modification be granted, the Contractor shall reimburse the County for any amounts paid by the County to the mediator.

4.4 The deadlines for completing the dispute resolution process described may be extended by mutual agreement of the Contractor and the County.

5. PUBLIC CONSTRUCTION PERFORMANCE AND PAYMENT BONDS:

5.1 For bids that are $100,000 and over, the Contractor shall furnish bonds, on the bond forms provided in this document, covering the faithful performance of the Contract and the payment of all obligations and damages arising thereunder whether same be direct or indirect, real or consequential in a form and with a surety satisfactory to the County. <u>It is expressly agreed that the Surety shall be responsible for any delay or liquidated damages assessed against the Contractor.</u>

5.2 The Contractor is required to furnish a Performance and Payment Bonds, on the Bond Forms provided in this document, each in the amount of one-hundred percent (100%) of the Contract

Sum, and recorded in the public records of Brevard County, such bonds and Notice of Commencement within five (5) calendar days of the Notice-to-Proceed. No work shall commence onsite until these documents are submitted and approved by the County. A copy of the Payment Bond and Notice of Payment Bond issues shall be provided to each subcontractor.

6. RIGHTS AND REMEDIES:

6.1 The duties and obligations of the Contractor imposed by the Contract Documents and the rights and remedies of the County available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

6.2 Except as may be specifically agreed in writing, the failure of the County or the County's Engineer to insist in any one or more instances upon the strict performance of any one or more of the provisions of this Contract, or to exercise any right herein contained or provided by law, shall not be construed as a waiver or relinquishment of the performance of any other provisions or right(s), or of the right to subsequently demand such strict performance or exercise such right(s), and the rights shall continue unchanged and remain in full force and effect.

6.3 The Contractor agrees that the Contractor can be adequately compensated by money damages for any breach of this Contract, which may be committed by the County. The Contractor hereby agrees that no default, act, or omission of the County or the County's Engineer except for failure to make progress payments as required by the Contract Documents, shall constitute a material breach of the Contract entitling the Contractor to cancel or rescind the provisions of this Contract, or (unless the Contract shall so consent or direct in writing) to suspend or abandon performance of all or any part of the Work.

7. FIELD SAMPLING AND TESTING:

7.1 Acceptance of material and work will be made only after requirements set forth in the Sampling and Testing Schedule for this Contract have been satisfied. The County's Engineer has authority, with the concurrence of the County, to order additional tests as deemed necessary, refuse materials furnished, and/or advise the Contractor of work that appears to be unacceptable.

7.2 Field sampling and testing will be done by an independent testing laboratory hired by the County to do the testing on this construction Contract. Such laboratory shall be qualified to perform all sampling and testing as required by the Sampling and Testing Schedule.

7.3 When the Contractor is ready for material or work to be sampled or tested, the Contractor shall give the testing agency, County and County's Engineer timely notice of its readiness so that the County and Engineer may observe such inspection, testing or approval. Such notice shall be no less than 24 hours prior to the needed testing.

7.4 The County will pay for all sampling and testing if the test results are passing. The Contractor will reimburse the County for laboratory charges on failing samples and tests. The Contractor will reimburse the County for charges for testing delays, standbys, and/or cancellations as a result of the Contractor's action or inaction.

7.5 The Contract shall pay for and have sole responsibility for inspections or testing performed exclusively for the Contractor's own convenience.

8. FIELD ENGINEERING:

If applicable, the Contractor shall provide and pay for field engineering services required for the Project. The Contractor shall retain the services of a registered land surveyor licensed in the State of Florida to identify existing control points and property line corner stakes indicted on the Drawing.

9. UNENFORCEABILITY OF ANY PROVISION:

If any provision of this Contract is held as a matter of law to be unenforceable, against public policy or unconscionable, the remainder of the Contract shall be enforceable without such provision.

10. ATTORNEY'S FEES AND OTHER EXPENSES:

In the event any action, suit, or proceeding is commenced to enforce the provisions of this document, each party shall bear its own attorney's fees and costs, and any trial shall be non-jury.

END OF ARTICLE VII

ARTICLE VIII

TIME

1. CONTRACT TIME:

1.1 Unless otherwise provided, the Contract Time is the period of time allotted in the Contract Documents for Final Completion of the Work, as defined in Subparagraph 1.4, including adjustments under written Change Orders, if any. The Contractor shall complete the Work within the Contract Time.

1.2 The date of commencement of the Work is the date of the NOTICE-TO-PROCEED. The Contractor shall not mobilize, commence work or store materials or equipment on site until:

(a) written NOTICE-TO-PROCEED is issued;

(b) all Bonds and Certificates of Insurance have been executed, recorded, delivered to and accepted by the County; and

(c) Contractor has delivered to County the Contractor's construction schedule, original job cost estimate, list of Subcontractors and corporate resolution designating the Contractor's representative.

1.3 The date of Substantial Completion of the Work is the date certified by the County when the Work is sufficiently complete, in accordance with the Contract Documents, so the County can take beneficial occupancy and use the Work for the use for which it is intended, with all of the Project's parts and systems operable as required by the Contract Documents, and with only incidental corrective work and any final cleaning beyond that needed for the County's full use.

1.4 The date of Final Completion of the Work is the date certified by the County when the Work is totally complete; to include all items listed on the inspection report following substantial completion inspection, in accordance with the Contract Documents, and the County may fully occupy and use all of the Work for the use for which it is intended.

2. PROGRESS AND COMPLETION:

2.1 All time limits stated in the Contract Documents are of the essence of the Contract.

2.2 The Contractor shall begin the Work on the date of commencement as defined in Subparagraph 1.2. The Contractor shall carry the Work forward expeditiously with adequate forces and shall achieve Substantial Completion and Final Completion within the time frames stated in the Contract Documents.

3. SUNDAY WORK, NIGHT WORK, AND HOLIDAYS:

3.1 Contractor is not to schedule work on Sundays during the course of this Contract. The only work permitted on Sundays is work required in accordance with "Protection of Property and the Public" in the event of an emergency. If such work is required, the Contractor is to notify the County and County's Engineer as soon as possible, to advise them of the Work requirements. This Article in no way affects the time allowed for the Contractor.

3.2 Working at night, on Saturday or on Holidays must be approved by the County, at the County's discretion. A written request must be submitted to the County 72 hours in advance. Permitted night work shall limit and/or reduce generation of noise levels. The Contractor shall maintain a noise level less then 95 dB over ambient noise levels (A-weighted, fast response) at or beyond the right-of-way lines, during the normal ten (10) hour day light work

period. The Contractor shall maintain a noise level less then 15 dB over ambient noise levels (A-weighted, slow response) at or beyond the right-of-way line in any overtime (night work & weekend) period, outside the normal ten (10) hours daylight working day. At the request of the County or the County's Engineer, the Contractor shall monitor his construction noise, and pay all costs associated in acquiring and using the equipment. The Contractor shall pay the cost of the County Monitor at a rate of $50 per hour, per operation, for observation of any work which exceeds a ten (10) hour work day or any weekend work, and $70 per hour for Holidays, and any additional cost for testing. Costs associated with noise abatement are included in mobilization.

Holidays shall be defined as follows:

Holiday	Holiday Observed
Monday after New Year's Day	January 1, 2013
Martin Luther Kings Jr.'s Birthday	January 21, 2013
Memorial Day	May 27, 2013
Independence Day	July 4, 2013
Labor Day	September 2, 2013
Veteran's Day	November 11, 2013
Thanksgiving	November 28, 2013
Day after Thanksgiving	November 29, 2013
Christmas Eve	December 24, 2013
Christmas	December 25, 2013

If any holiday falls on a weekend, the preceding Friday or following Monday will be observed as a holiday. If any holiday falls on a Saturday, the preceding Friday will be observed as a holiday. If any holiday falls on a Sunday, the following Monday will be observed as a holiday.

4. DELAYS AND EXTENSIONS OF TIME:

4.1 The time during which the Contractor is delayed in the performance of the Work, by the acts or omissions of the County or the County's Engineer or their employees or agents, acts of god, unusually severe and abnormal climatic conditions, fires, epidemics, quarantine restrictions, strikes, riots, civil commotions or freight embargoes, or other conditions beyond the Contractor's control and which the Contractor could not reasonably have foreseen and provided against, shall be added to the time for completion of the Work (i.e., the Contract Time) stated in the Agreement; provided, however, that no claim by the Contractor for an extension of time for delays will be considered unless made in compliance with the requirements of this Article and other provisions of the Contract Documents. Contractor agrees that a change in the Contract Time may only be authorized by a written Change Order authorized by the County. No person has authority to orally, or in writing, grant any change in the Contract Time except as stated herein.

4.2 Neither the County nor the County's Engineer shall be obligated or liable to the Contractor for, and the Contractor hereby expressly waives and releases, any claims against the County and the County's Engineer on account of any indirect or direct damages, costs or expenses of any nature which the Contractor, its Subcontractors, or Sub-subcontractors, or any other person may incur as a result of any delays, interferences, changes in sequence or the like, which are reasonable, foreseeable, contemplated, or avoidable by Contractor, arising from or out of any act or omission of the County or its agents, employees, consultants, independent contractors or any governmental representative. The Contractor's sole and exclusive remedy,

in any such events, shall be an extension of the Contract Time, as determined under the provisions of these Contract Documents.

4.3 The Contract Time shall be adjusted only as described under this Article. Contract Time may only be adjusted if the Work is suspended pursuant to Article III or the Contractor has experienced an excusable delay described in this Article. To request an extension of the Contract Time, the Contractor shall furnish such justification and supporting evidence as the County may deem necessary for a determination of whether or not the Contractor is entitled to an extension of time under the provisions of the Contract, and shall further conform to all of the requirements set forth below.

(a) The burden of proof to substantiate a claim for an extension of the Contract Time shall rest with the Contractor, including evidence that the cause was beyond the Contractor's control;

(b) If the County finds that the Contractor is entitled to any extension of the Contract Time, determination and all relevant data will be incorporated into the schedule in the first update after an Agreement is reached;

(c) The Contractor acknowledges and agrees that actual delays in activities, which, according to the schedule, do not affect the Contract Time, will not be the basis for a change in Contract Time; and

(d) The Contractor acknowledges and agrees that Contract Time extensions will be granted only to the extent that excusable delays exceed the available float in the Contractor's schedule.

4.4 Extensions in the Contract Time and Change Orders are subject to extension in time audit by the County or County's Engineer at the discretion of the County.

4.5 Subject to other provisions of the Contract, the Contractor may be entitled to an extension of the Contract time (but no increase in the Contract Sum) for delays arising from unforeseeable causes beyond the control and without the fault or negligence of the Contractor, Subcontractors or suppliers as follows:

(a) labor disputes and strikes (including strikes affecting transportation), that do, in fact, directly and critically affect the progress of the Work; however, an extension of Contract Time on account of an individual labor strike shall not exceed the number of days of said strike;

(b) acts of God, tornado, fire, hurricane, blizzard, earthquake, or typhoon that damage completed work or stored materials;

(c) unusually severe and abnormal inclement weather; however, the Contract Time will not be extended due to normal inclement weather. The time for performance of this Contract, as stated in the Contract Documents, includes an allowance for business days, which may not be available for construction out-of-doors. For the purposes of this Contract, the Contractor agrees that this allowance of business days per month is to be considered as normal inclement weather. Unless the Contractor can substantiate to the satisfaction of the County that there was greater than normal inclement weather considering the full term of the Contract Time using a ten year average of accumulated record mean values from climatologically complied data by the U.S. Department of Commerce, National Oceanic and Atmospheric Administration for the locale of the Project, and that such alleged greater than normal inclement weather actually delayed the Work or portions thereof which had an effect upon the Contract Time, the Contractor shall not be entitled to an extension of time. If the total accumulated number of business days lost due to inclement weather, from the start of Work until Substantial Completion,

exceeds the total accumulated number to be expected for the same period from the aforesaid table, time for completion will be extended by the number of business days needed to include the excess number of business days lost.

(d) acts of the public enemy, acts of the federal, state, or local government in its sovereign capacity, and acts of another contractor in the performance of a contract with the County relating to the Project.

4.6 The Contractor shall not be entitled to and hereby expressly waives any extension of time resulting from any condition or cause unless said claim for extensions of time is made in writing to the County and County's Engineer within ten (10) calendar days of the first instance of delay. Circumstances and activities leading to such claim shall be indicated or referenced in a daily field inspection report for the day(s) affected; otherwise, all such claims are waived and released by the Contractor. In every such written claim, the Contractor shall provide the following information:

(a) nature of the delay;
(b) date (or anticipated date) of commencement of delay;
(c) activities on the construction schedule affected by the delay, and/or new activities created by the delay and their relationship with existing activities;
(d) identification of person(s) or organization(s) or event(s) responsible for the delay;
(e) anticipated extent of the delay; and
(f) recommended action to avoid or minimize the delay.

4.7 No change in Contract Sum will be authorized because of adjustment of Contract Time due to unusually severe and abnormal, inclement weather (tornado, hurricane, or flood).

4.8 If the said Contractor shall neglect, fail or refuse to complete the Work within the time herein specified, or any proper extension thereof granted by the County, then the Contractor does hereby agree, as a part consideration for the awarding of this Contract, to pay the County the amount specified in the County-Contractor Agreement, not as a penalty but as liquidated damages for such breach of contract as hereinafter set forth, for each and every business day that the Contractor shall be in default after the time stipulated in the Contract for completing the Work.

END OF ARTICLE VIII

ARTICLE IX

PAYMENTS AND COMPLETION

1. **CONTRACT SUM:**
The Contract Sum is stated in the County-Contractor Agreement and, including Change Orders thereto, is the total amount payable by the County to the Contractor for the Performance of the Work under the Contract Documents.

2. **SCHEDULE OF VALUES:**
Fifteen (15) calendar days prior to the first application for payment, the Contractor shall submit to the County, through the County's Engineer, a Schedule of Values allocated to the various portions of the Work, and any other supporting data the County may require. This Schedule of Values, unless objected to by the County, shall be used as a basis for the Contractor's Application for Payment and only for this purpose. If no agreement can be reached as to the accuracy of the Schedule of Values, the County will determine the value and this will become the basis for the Contractor's Applications for Payment. If approved by the County, the Contractor may include in his Schedule of Values a line item for mobilization, which shall include a reasonable amount of mobilization for the Contractor. Surety hereby consents to, agrees, and accepts Contractor's Schedule of Values.

3. **PAYMENTS TO THE CONTRACTOR:**

3.1 The Contractor shall submit all applications for payment in duplicate, one (1) original will be provided to the County's Engineer and the one (1) copy will be provided to the County. Upon acceptance of complete and correct Application for Payment and all releases of liens, payment will be made in accordance with FL Statute 218.735.

3.2 The Contractor is required to pay all money due subcontractors and material dealers promptly. Each application for payment issued by the Contractor shall contain an affidavit which states "This is to certify that all subcontractors supplying services or items provided under previous Contract Draw Requests have been paid".

3.3 Notarized original, "Waivers of Rights Against Payment Bond" will be required from all subcontractors, material suppliers and vendors (whether the County was sent a "Notice to Owner" or not) with each payment request which waives any claim the subcontractor, supplier or vendor might have against the Payment Bond through the previous month's pay request.

(a) A Waiver of Rights Against Payment bond must be submitted for anyone that has delivered materials or performed a service during the prior month's payment application period.

(b) If a supplier/Subcontractor/material man did not provide materials or services for the period covered by the prior month's payment application period, the Contractor will be required to provide the following to the County:

i. a "certified", notarized list, including a statement that no deliverables have been received or services performed in the prior payment application period for following:

a. anyone that has submitted a Notice to Owner during any prior month's payment application period;

b. suppliers/subcontractors/material men that submitted a Partial Waiver in a prior month's payment application period.

ii. The Contractor shall provide such "certified", notarized list until a Final Waiver of Rights Against Payment Bond is received.

iii. If a supplier/subcontractor/material man submits an affidavit which contradicts the Contractor's assertion that no deliverables or services were provided, a Waiver will be required.

3.4 The Contractor shall inform Subcontractors not to execute Affidavit of Payments unless the Subcontractor has in fact been paid. No conditional waivers will be accepted.

3.5 Upon completion of the Contract, and before Final Payment is made, the Contractor shall submit notarized, original final Waivers of Rights Against Payment Bond, satisfactory to the County's representative, certifying all payrolls, material bills, suppliers' bills and other indebtedness incurred by the Contractor in connection with the construction of the Project have been paid in full.

4. PAYMENT REQUIREMENTS:

4.1 The Contractor will put all Subcontractors on written notice at the onset of a project notifying them that the Contractor will be paid directly by the County, and that the County cannot have liens placed upon it.

4.2 The Contractor will provide a written certification to all Subcontractors that they will pay the Subcontractors in a timely manner upon receipt of payment from the County for work satisfactorily completed by the Subcontractors.

4.3 The Contractor shall inform the Subcontractors not to execute Waivers of Rights Against Payment Bond unless the Subcontractor has in fact been paid.

5. APPLICATIONS FOR PAYMENT:

5.1 Prior to the date for each progress payment established in the County-Contractor Agreement, the Contractor, in accordance with the provisions herein, shall submit to the County, in the form specified by the County, an itemized Application for Payment. This Application shall be notarized, supported by such data substantiating the Contractor's right to payment as the County may require, including but not limited to, the Contractor's certification that all work for which payment is requested has been completed in full in accordance with the Contract Documents, and reflecting retainage, if any, as provided elsewhere in the Contract Documents. The Contractor shall also swear to and certify that the Contractor has paid all due and payable amounts due to Subcontractors and material suppliers for which previous certificates for payment were issued and payments received from the County.

5.2 The County will retain ten percent (10%) of the amount of all progress payments until acceptance and Final Completion of the Work. Payment of all retained amounts will be made in accordance with Subparagraph 10.1.

5.3 Payments **may** be made by the County at County's discretion, on account of materials or equipment not incorporated in the Work but delivered and suitably stored at the site by the Contractor. Payments for materials or equipment stored on the site shall only be considered upon submission by the Contractor of satisfactory evidence (for example, releases or paid invoices from the Seller) that the Contractor has acquired title to such material, an itemized inventory of materials and certification and the materials will be utilized on the Work under this Contract that it is satisfactorily stored, protected, and insured or that other procedures

satisfactory to the County that will protect the County's interests have been taken. Materials once paid for by the County become the property of the County and may not be removed from the Work site without the County's written permission.

5.4 The County will be under no obligation to make payment to the Contractor on account of materials or equipment not incorporated in the Work but delivered and stored at the site unless the Contractor, in the Contractor's Schedule of Values, includes line items for such delivered and stored materials or equipment.

5.5 It is specifically understood and agreed that an inspection of the materials by the County and/or the County's Engineer, or any agency retained by any of them, shall not in any way subject the County to pay for the inspected materials, or any portion thereof, even though incorporated in the Work, if the inspected materials shall in fact turn out to be unfit to be used in the Work, nor shall such inspection be considered as any waiver of objection to the Work on account of the unsoundness or imperfection of the material used.

5.6 Unless otherwise provided for elsewhere in the Contract Documents, no payments will be made for any materials or equipment stored off or away from the Work Site.

5.7 The Contractor warrants that title to all work, materials and equipment covered by an Application for Payment will pass to the County either by incorporation in the construction or upon the receipt of payment by the Contractor, whichever occurs first, free and clear of all liens, claims, security interests or encumbrances, hereinafter referred to in this Article IX as "liens"; and that no work, materials or equipment covered by an Application for Payment will have been acquired by the Contractor, or by any other person performing work at the site or furnishing materials and equipment for the Project, subject to an agreement under which an interest therein or an encumbrance thereon is retained by the seller or otherwise imposed by the Contractor or such other person.

6. CERTIFICATES FOR PAYMENT:

6.1 The County's Engineer will, after receipt of the Contractor's Application for Payment, issue a Certificate for Payment to the County, with a copy to the Contractor, for such amount as the County's Engineer determines is properly due, or notify the Contractor in writing of their reasons for withholding a Certificate as provided herein.

6.2 The County's approval of the Contractor's submitted progress schedule and monthly updates as required herein shall be a condition precedent to the processing and payment of any Application for Payment. The Contractor shall be entitled to progress payments only as determined from the currently approved and updated schedule.

6.3 The submission of Superintendent Daily Reports and evidence of up-to-date as-built documents may also be a condition precedent of the processing and payment of any application for payment.

7. PROGRESS PAYMENTS:

7.1 After a complete and properly submitted contractor Draw Request has been delivered to the County's Engineer, the County shall make payment in a manner consistent with the Florida Prompt Payment Act (Florida Statute 218.735).

7.2 The Contractor shall promptly pay each subcontractor (including suppliers, laborers, and material suppliers) performing labor or furnishing material for the Work out of the amount paid to the Contractor on account of such subcontractor's work, the amount to which said subcontractor is entitled, reflecting the percentage actually retained, if any, from payments to the Contractor on account of such subcontractor's work. The Contractor shall, by an appropriate agreement with each subcontractor, also require each subcontractor to make payments to his sub-subcontractors in similar manner.

7.3 The County may, on request and at its discretion, furnish to any subcontractor information regarding the percentages of completion or the amounts applied for by the Contractor and the action taken thereon by the County's Engineer on account of work done by such subcontractor.

7.4 Neither the County and/or the County's Engineer shall have any obligation to pay or to see to the payment of any monies to any subcontractor or material man.

7.5 No certificate for a progress payment, nor any progress payment, nor any partial or entire use or occupancy of the Project by the County, shall constitute an acceptance of any work not in accordance with the Contract Documents.

7.6 Contractor acknowledges that the Contractor may not lien County's interest in the Project site, pursuant to Florida law. Contractor agrees to advise all subcontractors and material suppliers of the non-lienable nature of the Project and to further furnish each such person or entity a copy of the Public Construction Payment Bond for the Project.

8. PAYMENTS WITHHELD:

8.1 The County and/or County's Engineer may decline to certify payment and may withhold their certificate, in whole or in part, to the extent necessary to protect the County. If the County's Engineer is unable to certify payment in the amount of the Application for Payment, they will notify the Contractor. If the Contractor and the County's Engineer cannot agree on a revised Application for Payment, the County will issue payment for the amount for which to make such representations to the County. The County's Engineer may decline to certify payment because of evidence or observations and may make adjustments in future certificates to such extent as may be necessary in their opinion to protect the County from loss, because of:

(a) defective work not remedied;
(b) third party claims filed, whether in court, in arbitration or otherwise, or reasonable evidence indicating the probability of filing of such claims;
(c) failure of the Contractor to make payments properly to subcontractors for labor, materials and/or equipment;
(d) reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
(e) damage to the County or another contractor;
(f) reasonable evidence that the Work will not be completed within the Contract Time;
(g) failure or refusal of the Contractor to carry out the Work in accordance with the Contract Documents; or
(h) Failure or refusal of the Contractor to properly schedule and coordinate the Work, to provide progress schedules, reports and updates.
(i) Failure of the Contractor, subcontractor(s) and/or sub-subcontractor(s) to correctly pay Davis-Bacon Wages to employees for the classification for which they are working.

8.2 When the above grounds are resolved, payment shall be made for amounts withheld.

9. FAILURE OF PAYMENT:

If the County does not make payment to the Contractor, as required under Florida Prompt Payment Act (Florida Statute 218.735), upon receipt of the Contractor's **approved** request for payment by the County and the County's Engineer, through no fault of the Contractor, and the County otherwise not being entitled under the Contract Documents or applicable law to withhold payment, then the Contractor may, upon seven (7) additional calendar days' written notice to the County, stop the Work until payment of the amount owing according to the Contract Documents has been received.

10. SUBSTANTIAL COMPLETION:

10.1 The Contractor shall notify the County, in writing, that the Work will be ready for inspection to determine if it is substantially complete on or after a date stated in the notice. The notice shall be given at least seven (7) calendar days in advance and shall be forwarded to the County through the County's Engineer. Inspection and testing shall take place at a time(s) mutually agreeable to the Contractor, County's Engineer, and County. The County shall determine if Substantial Completion has been accomplished, and the County's Engineer shall produce a written list of unfinished work and defective work, commonly referred to as a "Punch List".

10.2 Prior to the Substantial Completion inspection, the Contractor shall provide the County with a list of items which, in the Contractor's opinion, are to be corrected. This list is for the County's information only and does not waive the County's right to complete performance of the Contract. When the County's Engineer determines that the Work is substantially completed, then the Engineer will issue a Certificate of Substantial Completion, which shall establish the Date of Substantial Completion. *Warranties required by the Contract Documents shall commence on the Date of Final Completion of the Work.*

10.3 The acceptance of any payment after the Certificate of Substantial Completion has been issued shall constitute a waiver and full release of all claims by the Contractor with exception of:

(a) those previously made in writing and identified by the Contractor as unsettled at the time of the Application for Payment for Substantial Completion; and

(b) except for the retainage sums due at Final Completion and acceptance.

10.4 The issuance of the Certificate of Substantial Completion does not indicate final acceptance of the Project by the County, and the Contractor is not relieved of any responsibility for the Work and meeting the Contract Document requirements.

10.5 Should the County's Engineer determine that the Work is not substantially complete, they shall provide the Contractor with written notice stating why the Work is not substantially complete. The Contractor shall re-request in writing that the County and County's Engineer perform a Substantial Completion inspection. Costs, if any, associated with such re-inspections shall be assessed to the Contractor.

11. FINAL COMPLETION AND FINAL PAYMENT:

11.1 Upon receipt of written notice and certification by the Contractor that the Work is ready for final inspection, and acceptance, and upon receipt of the final Application for Payment, the County will promptly make such inspection and, when the County finds the Work acceptable under the Contract Documents and the Contract fully performed, the County will issue a final

payment stating that, to the best of their knowledge, information and belief, the Work has been completed in accordance with the terms and conditions of the Contract Documents, and that the entire balance found to be due the Contractor, and noted in said Final Certificate, is due and payable. The Final Payment will constitute a further representation that the conditions precedent to the Contractor being entitled to Final Payment has been fulfilled. Payment shall be made in full to the Contractor, in accordance with Florida's Prompt Payment Act (Florida Statute 218.735), provided that all requirements have been fulfilled.

11.2 Neither the Final Payment nor the remaining retained percentage shall become due until the Work is free and clear of any and all liens and the Contractor submits to the County:

(a) affidavit for the release or waiver of liens by the Contractor, all Subcontractors, Sub-subcontractors and material, suppliers that all payrolls, bills for materials and equipment, and other indebtedness connected with the Work have been paid or otherwise satisfied, by submitting completed AIA DOCUMENT G706 AND AIA DOCUMENT G706A forms;

(b) consent of Surety, if any, to Final Payment, by submitting AIA DOCUMENT G-707;

(c) if required by the County, other data establishing payment or satisfaction of all such obligations, such as receipts, releases and waivers of liens arising out of the Contract, to the extent and in such form as may be designated by the County;

(d) as-built drawings in the form and quantity required by the Contract Documents and approved by the County's Engineer, operation and maintenance manuals, and other project close-out submittals, as required by the Contract Documents; and

(e) a written certification that:

i. The Contractor has reviewed the requirements of the Contract Documents;

ii. The Work has been inspected by the Contractor for compliance with all requirements of the Contract Documents;

iii. Pursuant to this inspection, the Contractor certifies and represents that the Work complies in all respects with the requirements of the Contract Documents; and

iv. The Contractor further certifies and represents that all equipment and systems have been installed in accordance with the Contract Documents and have been tested in accordance with specification requirements and are operational.

11.3 If any subcontractor refuses to furnish an original, notarized release or waiver required by the County, the County may withhold from the Final Payment any sum that the County has reason to believe may be needed to satisfy any claim arising from the Work and instead pay those monies to the Surety, who shall disburse funds as the Surety deems approvable.

11.4 The making of Final Payment shall not constitute a waiver of any claims by the County against the Contractor.

11.5 The acceptance of final payment shall constitute a waiver and release of all claims by the Contractor that have not been already made to the County, in writing and are stated as unsettled in the Application for Final Payment.

APPLICATION FOR PAYMENT

Brevard County Housing & Human Services

Owner:
Address:

Phone:

Contractor:
Address:

Phone:

Payment Request #_____

1. Original Contract Sum	$0.00
2. Net Change by Change Orders	$0.00
3. Contract Sum to Date (Col. C)	$0.00
4. Total Completed to Date (Col. F)	$0.00
5. 10% OF Completed Work	$0.00
6. Total Earned less Retainage (Line 4 less Line 5 Total)	$0.00
7. Less Previous Draw Requests	$0.00
8. Current Payment Due	$0.00
9. Balance to Finish (Line 3 minus Line 6) / (Col. H)	$0.00

Change Order Summary	Additions	Deletions
Total Changes Previously		
Total Approved This Period		
TOTALS		
NET CHANGES by Change Order		

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR:

By: _____ Date: _____

State of: County of:
Subscribed and sworn to befor day of
Notary Public:
My Commission expires:

ENGINEER'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Engineer certifies to the Owner that to the best of the Engineer's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED .....$_____

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ENGINEER:

By:_____ Date:_____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

PO#: _____ Vendor #: _____ Fund/Cost Center: _____

Payment Doc #: _____ IO#: _____ Financial Approval: _____

SUPPLEMENTAL SHEET Brevard County Housing & Community Development Program

Page 2 of Pages

Developer Name:

Payment Application #

A	B	C	D	E	F	G	H	I
ITEM NO.	DESCRIPTION OF WORK	QUOTE AMOUNT	WORK COMPLETED FROM PREVIOUS REQUEST (D + E)	WORK COMPLETED THIS REQUEST	TOTAL COMPLETED TO DATE (D + E)	% COMPLETED (F / C)	BALANCE TO FINISH (C - F)	RETAINAGE 10%
			$0.00		$0.00	0.00%	$0.00	$0.00

SUPPLEMENTAL SHEET Brevard County Housing & Community Development Program | Page 3 of Pages

Developer Name: | Payment Application #

A	B	C	D	E	F	G	H	I
ITEM NO.	DESCRIPTION OF WORK	QUOTE AMOUNT	WORK COMPLETED FROM PREVIOUS REQUEST (D + E)	WORK COMPLETED THIS REQUEST	TOTAL COMPLETED TO DATE (D + E)	% (F / C)	BALANCE TO FINISH (C - F)	RETAINAGE 10%
			$0.00		$0.00	0.00%	$0.00	$0.00

The undersigned lienor, in consideration of the monthly partial payment in the amount of $_____ hereby waives and releases its lien and rights to claim a payment against the Payment Bond for labor, services or materials furnished through (date) _____ on the Project of Brevard County as described below:

BURNETT ROAD BEAUTIFICATION PROJECT

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

Dated on _____, 2___.

Claimant's Name_____

Address _____

_____

By_____

Printed Name_____

STATE OF FLORIDA)
ss
COUNTY OF BREVARD)

Sworn to and subscribed before me this ____ day of _____, 20___, by _____, who is either personally known to me or produced _____, as identification, and who did/did not take an oath.

_____ My Commission Expires:
Notary Public Signature

_____
Notary Public Name (typed or printed)

WAIVER OF RIGHTS AGAINST PAYMENT BOND
UPON FINAL PAYMENT

The undersigned lienor, in consideration of the Final Payment in the amount of $_____ hereby waives claimant and releases its lien and rights to claim payment for labor, services or materials furnished to (Contractor) _____ on the Project of Brevard County as described below:

BURNETT ROAD BEAUTIFICATION PROJECT

Dated on _____, 20___.

Claimant's Name_____

Address _____

_____

By_____

Printed Name_____

STATE OF FLORIDA
COUNTY OF BREVARD

Sworn to and subscribed before me this ____ day of _____, 20___, by _____, who is either personally known to me or produced _____, as identification, and who did/did not take an oath.

_____
My Commission Expires:

Notary Public Signature

_____
Notary Public Name (typed or printed)

END OF ARTICLE IX

ARTICLE X

PROTECTION OF PERSONS AND PROPERTY

1. SAFETY PRECAUTIONS AND PROGRAMS:

Neither the County, the County's Engineer, nor their agents, employees nor representatives are responsible for the means, methods, techniques, sequences or procedures utilized by the Contractor, or for safety precautions and programs in connection with the Work. The Contractor shall be solely responsible for initiating, maintaining and supervising means, methods, techniques, sequences, procedures and all safety precautions and programs in connection with the Work. This requirement applies continuously throughout the Contract performance, until Final Payment is made, and is not limited to regular working hours.

2. SAFETY OF PERSONS AND PROPERTY:

2.1 Federal Safety and Health Standards: It is a condition of this Contract and shall be made a condition of each subcontract entered into pursuant to this Contract, that the Contractor, subcontractor, and/or any sub-subcontractor shall not require any laborer or mechanic employed in the performance of the Contract to work in surroundings or working under conditions, which are unsanitary, hazardous, or dangerous to his health or safety, as determined under construction safety and health standards (Title 29, Code of Federal Regulations, Part 1518, published in the Federal Register on 04/17/71) promulgated by the United States Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (83 Stat. 96).

2.2 Copies of these safety and health regulations may be obtained from the United States Department of Labor, Post Office Box 35062, Jacksonville, FL 32202. The Department of Labor office is located in the U.S. Federal Office Building, 440 West Bay Street, Jacksonville, Florida; phone number (904) 791-2895.

2.3 The Contractor shall follow and take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury or loss to:

(a) all employees on the Work and all other persons who may be affected thereby;

(b) all the Work and all materials and equipment to be incorporated therein, whether in storage on or off the site, under the care, custody or control of the Contractor or any of his subcontractors or sub-subcontractors, machinery, equipment and all hazards shall be guarded or eliminated in accordance with all applicable safety regulations; and

(c) other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

2.4 The Contractor shall give all notices and comply with all applicable laws, ordinances, permits, rules, regulations and lawful orders of any public authority bearing on the safety or persons or property or their protection from damage, injury or loss. Contractors shall comply with the requirements of the Trench Safety Act, Chapter 553, and Florida Statutes. Each specific subcontract within the scope of such act shall be in compliance with the Act and Contractor hereby acknowledges the Bid complies with and was prepared in accordance with the Act.

2.5 The Contractor shall at all times safely guard the County's property from injury or losses in connection with the Contract. Contractor shall at all times safely guard and protect work and adjacent property from damage as provided by law and the Contract Documents. All

passageways, guard fences, lights and other facilities required for protection by applicable safety regulations must be provided and maintained by the Contractor.

2.6 The Contractor shall erect and maintain, as required by existing conditions and progress of the Work, all reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent utilities.

2.7 When the use or storage of explosives or other hazardous materials or equipment is necessary for the execution of the Work, the Contractor shall exercise the utmost care and shall carry on such activities under the supervision of properly qualified personnel.

2.8 Asbestos Assessment applies to renovation/construction of existing buildings/structures.

2.9 Any Contractor bringing chemicals on-site must provide the County a Material Safety Data Sheets to include: the appropriate hazard information on these substances, including the labels used and the precautionary measures being taken in working with these chemicals.

2.10 The Contractor shall promptly remedy, at the Contractor's own cost and expense, all damage or loss to any property caused in whole or in part by the Contractor, any subcontractor, any sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable and for which the Contractor is responsible. In case of failure on the part of the Contractor to make good such damage, the County may, upon two (2) business days written notice, proceed to repair, rebuild or otherwise restore such property as may be necessary, and the cost thereof will be deducted from any monies due or to become due the Contractor.

2.11 The Contractor is responsible for the proper packing, shipping, handling and storage (including but not limited to shipment or storage at the proper temperature and humidity) of materials to be incorporated in the Work, so as to insure the preservation of the quality and fitness of the material for proper installation and incorporation in the Work. For example, but not by way of limitation, Contractor shall, when necessary, place material on wooden platforms or other hard and clean surfaces and not on the ground, and place material under cover in any appropriate shelter or facility. Stored materials or equipment shall be located so as to facilitate proper inspection. Material and equipment, which is delivered crated, shall remain crated until ready for installation. Lawns, grass plots or other private property shall not be used for storage purposes without written permission of County or lessee unless otherwise within terms of the easements obtained by the County.

2.12 The Contractor shall give notice in writing at least 48 hours before breaking ground, to all persons, Public Utility Companies, owners of property having structures or improvements in proximity to site of the Work, superintendents, inspectors, or those otherwise in charge of property, streets, water pipes, gas pipes, sewer pipes, telephone cables, electric cables, railroads or otherwise, who may be affected by the Contractor's operation, in order that they may remove any obstruction for which they are responsible and have representative on site to see that their property is properly protected.

2.13 The Contractor shall field locate all utilities and acknowledges that all utilities are not necessarily shown in the Contract Documents, or may be incorrectly located thereon. The Contractor shall protect all utilities encountered while performing its work whether indicated

on the Contract Drawings or not. The Contractor shall maintain utilities in service until moved or abandoned. The Contractor shall exercise due care when excavating around utilities and shall restore any damaged utilities to the same condition or better as existed prior to starting the Work, at no cost to the County. The Contractor shall maintain operating utilities or other services, even if they are shown to be abandoned on the Contract Drawings, in service until new facilities are provided, tested and ready for use. This work is incidental to the Project and no separate payment for utilities shall be made

2.14 The Contractor shall return all improvements on or about the site and adjacent property which are not shown to be altered, removed or otherwise changed to conditions which existed prior to starting work.

2.15 The Contractor shall protect the Work, including but not limited to, the site, stored materials and equipment, excavations, and excavated or stockpiled soil or other material, intended for use in the Work, and shall take all necessary precautions to prevent or minimize damage to same or detrimental effect upon performance caused by or due to rain, run-off, floods, temperature, wind, dust, sand and flying debris.

2.16 The Contractor's Superintendent shall take all steps reasonably necessary to prevent accidents and protect workers, material, equipment and property.

3. EMERGENCIES:

3.1 In any emergency affecting the safety of persons or property, the Contractor shall act to prevent threatened damage, injury or loss. The Contractor shall notify the County of the situation and all actions taken immediately thereafter. If, in the opinion of the Contractor, immediate action is not required, the Contractor shall notify the County of the emergency situation and proceed in accordance with the County's instructions. Any additional compensation or extension of time claimed by the Contractor on account of emergency work shall be determined as provided in Article XII for Changes in the Work.

END OF ARTICLE X

ARTICLE XI

INSURANCE

1. CONTRACTOR'S LIABILITY INSURANCE:

1.1 The Contractor shall provide and maintain during the life of this Contract "Worker's Compensation Insurance" for all of the Contractor's employees employed at the site of the Project and, in case any work is sublet, the Contract shall require each subcontractor similarly to provide "Worker's Compensation Insurance" for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. This coverage must include Employer's Liability with a limit of $100,000 for each accident.

1.2 The Contractor shall indemnify and hold harmless the County, the County's Engineer and their agents and employees from and against all claims, costs, expenses, including attorney's fees and damages arising out of or resulting from the performance of the Work, injury or conduct, want of care or skill, negligence and patent infringement providing that any such claims, damage, loss or expenses (a) is attributable to bodily injury, sickness, disease, death, or to injury to or destruction of property, including the loss of use resulting therefrom and (b) is caused in whole or in part by any negligent act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. The obligation of the Contractor under this Subparagraph shall not extend to the liability of the County's Engineer, the Engineer's agents or employees arising out of errors or omissions in maps, Drawings, opinions, reports, surveys, Contract Modifications, Designs or Specifications which have been prepared by the Engineer. The Contractor acknowledges receipt of specific consideration for this provision.

1.3 Insurance shall be provided and maintained with a combined single limit of $1,000,000 for each occurrence in each of these policies with the County and County's Engineer named as additional insured as follows:

(a) Comprehensive General Liability Insurance, including Products and/or Completed Operations, Explosion Hazard, Collapse Hazard and Underground Property Damage Hazard, Contractual Liability and this Contract.

(b) Comprehensive Auto Liability Insurance covering any auto.

1.4 Before starting the Work, the Contractor will file with the County certificates of such insurance, acceptable to the County. These certificates shall contain a provision that the coverage afforded under the policies will not be canceled or materially changed until at least 30 calendar days prior written notice has been given to the County and the County's Engineer.

2. EFFECT OF SUBMISSION OF CERTIFICATES:

The County shall be under no obligation to review any Certificates of Insurance provided by the Contractor or to check or verify the Contractor's compliance with any and all requirements regarding insurance imposed by the Contract Documents. The Contractor is *fully liable* for the amounts and types of insurance required herein and is not excused should any policy or certificate of insurance provided by the Contractor not comply with any and all requirements regarding insurance imposed by the Contract Documents.

3. FAILURE OF COMPLIANCE:

Should the Contractor fail to provide and maintain in force any and all insurance, or insurance coverage required by the Contract Documents or by law, the County shall be entitled to recover from the Contractor all amounts payable, as a matter of law, to County or any other parties, including but not limited to the County's Engineer, had the required insurance or insurance coverage been in force. Said recovery shall include, but is not limited to interest for the loss of use of such amounts of money, plus all attorney's fees, costs and expenses incurred in securing such determination and any other consequential damages arising out of the failure of the Contractor or insurance company to comply with the provisions of the Contract Documents, or any policy required hereby, or any other requirements regarding insurance imposed by law. Nothing herein shall limit any damages for which the Contractor is responsible as a matter of law.

4. **LICENSED INSURANCE COMPANIES:**
All insurance companies providing the above insurance shall be licensed by the Department Insurance & Treasurer of the State of Florida and shall be general lines of insurance.

END OF ARTICLE XI

ARTICLE XII

CHANGES IN THE WORK

1. CHANGES IN THE WORK:

1.1 Changes in the Work may be accomplished after execution of the Contract and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor Change in the Work, subject to the limitations stated in this Article XII and elsewhere in the Contract Documents.

1.2 A Change Order shall be based upon agreement among the County, Contractor and County's Engineer; a Construction Change Directive requires agreement by the County and County's Engineer and may or may not be agreed to by the Contractor; an order for a minor Change in the Work may be issued by the County's Engineer only.

1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents, and the Contractor shall proceed promptly, unless otherwise provided in the Change Order, Construction Change Directive or order for a minor Change in the Work.

1.4 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are so changed in a proposed Change Order or Construction Change Directive that application of such unit prices to quantities of work proposed will cause substantial inequity to the County or Contractor, the applicable unit prices shall be equitably adjusted.

1.5 The Contractor's proposal substantiating a Change Order **shall be itemized and segregated by labor and materials** for the various components of the change in work (no aggregate labor or material totals will be acceptable), and shall be accompanied by similarly detailed and signed proposals of any subcontractors and/or persons who will furnish materials or equipment for incorporation in the Project. The proposal shall also include the Contractor's estimate of the time required to perform the change, the last date that Authorization to Proceed can be issued which will not impact the date of Substantial Completion or cause additional material or mobilization expenses, and its impact on the critical path.

2. CHANGE ORDERS:

A Change Order is a written instrument prepared by County Contracts Administrator and signed by County, Contractor and County's Engineer, stating their agreement upon all of the following:

(a) a Change in the Work;
(b) the amount of the adjustment in the Contract Sum, if any; and
(c) the extent of the adjustment in the Contract Time, if any.

3. CONSTRUCTION CHANGE DIRECTIVES:

3.1 A Construction Change Directive is a written order prepared by the County's Engineer and signed by the County and County's Engineer, directing a Change in the Work and stating a proposed basis for adjustment, if any, in the Contract Sum or Contract Time, or both. The County may by Construction Change Directive, without invalidating the Contract, order Changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Sum and Contract Time being adjusted accordingly.

3.2 A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

3.3 If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one (1) of the following methods:

(a) mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
(b) unit prices stated in the Contract Documents or subsequently agreed upon;
(c) cost to be determined in a manner agreed upon by the parties and mutually acceptable fixed or percentage fee; or
(d) as provided in Subparagraph 3.6.

3.4 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the Change in the Work involved and advise the County's Engineer of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum and/or Contract Time.

3.5 A Construction Change Directive signed by the Contractor indicates the agreement of the Contractor therewith, including adjustment in Contract Sum, Contract Time and/or the method for determining same. Such agreement shall be effective immediately and shall be recorded as a Change Order.

3.6 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the method and the adjustment shall be determined by the County's Engineer on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, a reasonable allowance for overhead and profit. In such case the Contractor shall keep and present, in such form as the County's Engineer shall prescribe, an itemized accounting together with appropriate supporting data (including receipts, invoices, and records including but not limited to payroll, equipment, ownership or rental records). Unless otherwise provided in the Contract Documents, costs for the purposes of this Subparagraph shall be limited to the following:

(a) costs of labor, including social security, old age and unemployment insurance, fringe benefits required by agreement or custom, and worker's or Workmen's Compensation Insurance;
(b) costs of materials, supplies and equipment, including cost of transportation, whether incorporated or consumed;
(c) rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;
(d) costs of premiums for all bonds and insurance, permit fees and sales, use or similar taxes related to the Work; and
(e) additional costs of supervision and field office personnel directly attributable to the change.

3.7 **ON ALL CHANGE ORDERS, THE MAXIMUM ALLOWABLE CHARGE FOR OVERHEAD SHALL BE FIVE PERCENT (5%); THE MAXIMUM PROFIT SHALL BE FIVE PERCENT (5%) AND THE MAXIMUM BOND CHARGE SHALL BE TWO PERCENT (2%) OF THE NET INCREASE IN ANY ONE CHANGE ORDER.** This refers to all paragraphs and subparagraphs in Article XII.

3.8 Pending final determination of cost to the County, amounts NOT IN DISPUTE may be included in the Applications for Payment. The amount of credit to be allowed by Contractor to County for a deletion or change, which results in a net decrease in Contract Sum, shall be actual net cost as confirmed by the County's Engineer. When both additions and credits covering related work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

3.9 If the County and Contractor do not agree with the adjustment in Contract Time or the method for determining it, the adjustment or the method shall be referred to the County's Engineer for determination.

3.10 When the County and the Contractor agree with the determination made by the County's Engineer concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and shall be recorded by preparation and execution of an appropriate Change Order.

3.11 Allowable costs for net changes in the Work may include labor, material, sales tax, the rental of power tools and equipment actually used or a reasonable price for the use of power tools and equipment owned by the Contractor, based upon their life expectancy and purchase price, utilities, pro rata charges for forepersons, and payroll charges such as employer's FICA contribution, Public Liability and Worker's Compensation Insurance, but only if all such costs are incurred as the direct result of the changes in the Work. Items considered as overhead, which are included in the percentage markup allowed by this Article, and which cannot therefore be allowed as cost items, shall include such things as insurance other than that mentioned above, superintendent, timekeeper, clerks, security, use of small tools, incidental job costs, home office expenses, charges for estimating change proposals, and all other expenses of whatever type. The change in cost for Payment and Performance Bonds relative to the value of the Change Order shall be allowable costs, but no overhead or profit shall be applied. Percentages for overhead and profit shall be applied only to the **net cost** of the changed work (difference in cost between original and revised work).

4. CONTRACTOR NOTICE OF CHANGE:

If the Contractor asserts that any instructions, information, event or occurrence has caused a change in or addition to the Work which change causes an increase or decrease in the Contractor's cost or time required for the performance of any part of the Work under the Contract, the Contractor shall give the County written notice before conditions are disturbed and before proceeding to execute the Work. Contractor's notice shall be given promptly enough to avoid delaying the Work and in no instance later than ten (10) business days after such instructions, information, event or occurrence has caused a change. If the County agrees that the Work involved is extra work, a Change Order shall be issued as provided in this Article. No claims for extra work shall be allowed unless the notice required by this Article is given by the Contractor within the time allowed, unless the Work is performed pursuant to the written order of the County as provided in this Article. Contractor's notice shall include the instructions or circumstances that are the basis of the claim and the Contractor's best estimate of the cost and time involved.

5. GENERAL PROVISIONS RELATED TO CHANGES:

The Contractor shall not be entitled to any amount for indirect costs, damages or expenses of any nature, including, but not limited to, so-called "impact" costs, labor inefficiency, wage, material or other escalations beyond the prices upon which the bid is based and to which the parties have agreed pursuant to the provisions of this Article XII, and which the Contractor, its subcontractors or

sub-subcontractors or any other person may incur as a result of delays, interferences, suspensions, accelerations, changes in sequence or the like, for whatever cause, whether reasonable or unreasonable, foreseeable or unforeseeable, or avoidable or unavoidable, arising from the performance of any and all Changes in the Work performed pursuant to this Article XII. It is understood and agreed that the Contractor's sole and exclusive remedy in such event shall be recovery of the Contractor's direct costs as compensable hereunder and an extension of the Contract Time, but only in accordance with the provisions of the Contract Documents.

6. CHANGES REQUIRING A DECREASE IN CONTRACT SUM:

6.1 If a Change in the Work will result in a decrease in the Contract Sum, the County may request a quotation by the Contractor of the amount of such decrease for use in preparing a Change Order. The Contractor's quotation shall be forwarded to the County within five (5) calendar days of the County's request and, if acceptable to the County, shall be incorporated in the Change Order. If not acceptable, the parties shall make every reasonable effort to agree as to the amount of such decrease, which may be based on a lump sum properly itemized, on unit prices stated in the Contract Documents, and/or on such other basis as the parties may mutually determine. If the parties are unable to so agree, the amount of such decrease shall be the total of the estimated reduction in actual cost of the Work, as determined by the County, plus ten percent (10%) thereof as overhead and profit.

6.2 No claim by the Contractor for an increase in the Contract Sum or Contract Time hereunder shall be allowed if asserted after Final Payment under this Contract. No claim relating to or flowing from a particular change shall be allowed after execution of the Change Order relating to that change.

6.3 **ALL CHANGE ORDERS MUST BE AUTHORIZED AND/OR APPROVED BY THE BOARD OF COUNTY COMMISSIONERS. THE BOARD OF COUNTY COMMISSIONERS HAS ALSO DELEGATED THE AUTHORITY TO THE COUNTY MANAGER TO AUTHORIZE THE INITIATION OF WORK PRIOR TO BOARD APPROVAL WHEN IN COMPLIANCE WITH THE FOLLOWING CRITERIA DESCRIBED IN BREVARD COUNTY POLICY BCC-29:**

(a) Initiated and approved under the original Contract shall be processed by Board Authority when the Change Order, amendment, addenda or task order amount is $100,000 and over;

(b) County Manager authority when under $100,000 and greater than or equal to $25,000; and

(c) Department Director authority when under $25,000.

6.4 The Construction Change Directive is used when an unsafe, hazardous or other similar condition exists, and/or when failure to achieve prompt non-resolution of the change will result in a demobilization of the Contractor, or a significant delay in completing the Project. A Construction Change Direction does not change the Contract Sum or the Contract Time, but is evidence that the parties expect that the change will be incorporated in a subsequently issued Change Order following negotiations by the parties.

7. ADMINISTRATIVE CHANGES IN THE WORK:

The County's Engineer shall have authority to order Administrative Changes in the Work not involving an adjustment in the Contract Sum or an extension of the Contract Time and not

inconsistent with the intent of the Contract Documents. Such changes shall be effected by the issuance of an Architectural Supplemental Instruction (ASI) and shall be binding on the County and the Contractor. The Contractor shall carry out such instructions promptly.

8. DIFFERING SITE CONDITIONS:

Should the Contractor encounter subsurface conditions at the site materially differing from those indicated in the specifications and confirmed during the required pre-bid testing to determine the site conditions or differing materially from ordinarily encountered conditions generally recognized as inherent in work of the character provided for in this Contract, the Contractor shall immediately give written notice to the County of such conditions before they are disturbed. The County and the County's Engineer shall thereupon promptly investigate the conditions and if the County finds that the conditions materially differ from those shown in the Contract Documents, the County shall prepare and process a Change Order. Any increase or decrease of cost resulting from such changes shall be adjusted in the manner provided herein for adjustments as to extra and/or additional work and changes. In this provision, a materially differing condition is one where the County determines that the change in conditions are so extraordinary that the Contractor would not reasonably encounter the changed condition in the normal execution of the Work and condition could not be reasonably determined before bid by the Contractor through the required reasonable testing.

END OF ARTICLE XII

ARTICLE XIII

UNCOVERING AND CORRECTION OF WORK

1. UNCOVERING OF WORK:

1.1 If any portion of the Work should be covered contrary to the request of the County, or to requirements specifically expressed in the Contract Documents, or to requirements of applicable construction permits, it must, if required in writing by the County, be uncovered for the County's observation and replaced at the Contractor's expense.

1.2 If any other portion of the Work has been covered which the County has not specifically requested to observe prior to being covered, the County may request to see such work and it shall be uncovered by the Contractor. If such work is found in accordance with the Contract Documents the cost of uncovering and replacement shall, by appropriate Change Order, be charged to the County. If such work is found not in accordance with the Contract Documents, the Contractor shall pay costs of uncovering and replacement.

2. CORRECTION OF WORK:

2.1 The Contractor shall promptly reconstruct, replace or correct all work rejected by the County as defective, as failing to conform to the Contract Documents, or as not in accordance with the guarantees and warranties specified in the Contract Documents, whether observed before or after Substantial or Final Completion, and whether or not fabricated, installed or completed. The Contractor shall bear all costs of correcting such rejected work, including compensation for the County's Engineer's additional services made necessary thereby.

2.2 If the Contractor does not proceed with the correction of rejected work within a reasonable time fixed by written notice from the County, the County may elect to (1) replace or correct such work and charge the Contractor the cost incurred by the County, or (2) terminate this Contract for default as provided in Article XIV. If the Contractor does not pay the cost of such replacement or correction and the removal and storage within ten (10) calendar days thereafter, the County may charge the Contractor by an appropriate Change Order. If the payments then or thereafter due the Contractor are not sufficient to cover such amount, the Contractor shall pay the difference to the County.

2.3 Nothing contained in this Article shall be construed to establish a period of limitation with respect to any other obligation, which the Contractor might have under the Contract Documents. The establishment of the time period of one year after the Date of Final Completion or such longer period of time as may be prescribed by law or by the terms of any warranty required by the Contract Documents relates only to the specific obligation of the Contractor to correct the Work which became deficient within such period of time, and has no relationship to the time within which the Contractor's obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct work.

3. ACCEPTANCE OF DEFECTIVE OR NON-CONFORMING WORK:

If the County prefers to knowingly accept defective or non-conforming work, the County may do so. In which case, a Change Order must be issued to reflect a reduction in the Contract Sum. If the amount of a reduction is determined after Final Payment, it shall be paid to the County by the Contractor. The only method for the County to accept defective or non-conforming work shall be by

a written Change Order signed by the Brevard County Board of County Commissioners. Absent such a Change Order, no acceptance of defective or non-conforming work is permitted.

END OF ARTICLE XIII

ARTICLE XIV

TERMINATION OF THE CONTRACT

1. TERMINATION BY THE CONTRACTOR:

If the Work is stopped for a period of one hundred twenty (120) calendar days under an order of any court or other public authority having jurisdiction, or as a result of an act of government, such as a declaration of a national emergency making materials unavailable, through no act or fault of the Contractor or a subcontractor or their agents or employees, or any other persons performing any of the Work under a contract with the Contractor, then the Contractor may, upon seven (7) additional calendar days' written notice to the County terminate the Contract and recover from the County payment on a quantum merit basis, for all work executed. The Contractor shall not be entitled to collect and hereby expressly waives and releases any claim to any profit on work not performed and any damages related to that portion of the Contract which has been terminated.

2. TERMINATION FOR CONVENIENCE OF THE COUNTY:

The County may, at any time upon ten (10) calendar days written notice to the Contractor and to the Contractor's Surety, which notice shall specify that portion of the Work to be terminated and the date said termination is to take effect, terminate (without prejudice to any right or remedy of the County) the whole or any portion of the Work for the convenience of the County. The Contractor's sole remedy, in the event of such termination, will be the allowable termination costs permitted by this Article. The Contractor shall include termination clauses identical to said in each of his Subcontracts.

3. DEFAULT TERMINATION:

3.1 The County may, upon five (5) calendar days written notice to the Contractor and to the Contractor's Surety, terminate (without prejudice to any right or remedy of the County or any subsequent buyer of any portion of the Work) this Contract and may take possession of the Work and complete the Work by contract or otherwise in any one of the following circumstances:

(a) if the Contractor refuses or fails to prosecute the Work or any separable part thereof with such diligence as will ensure the Substantial or Final Completion of the Work within the Contract Time, or fails to complete the Work within said periods;

(b) if the Contractor is in material default in carrying out any provisions of the Contract;

(c) if the Contractor fails to supply a sufficient number of properly skilled worker's or proper equipment or materials;

(d) if the Contractor fails to make prompt payment to subcontractors or material suppliers or for materials or labor;

(e) if the Contractor disregards laws, permits, ordinances, rules, regulations or orders of any public authority having jurisdiction, or fails to follow the instructions of the County;

(f) if the Contractor violates any provisions of the Contract Documents; or

(g) if after the Contractor has been terminated for default it is determined that none of the circumstances set forth in this Subparagraph exist, then such termination shall be considered a termination for convenience.

3.2 If the County terminates the employment of the Contractor, pursuant to this Article XIV, the Contractor shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the compensation to be paid to the Contractor hereunder exceeds the expense of completing the Work (including compensation for additional managerial, design,

administrative and inspection services and any damages for delay), such excess shall be paid to the Contractor.

3.3 If County's expenses to complete the Work shall exceed the unpaid balance, the Contractor and Sureties shall be liable to the County for such excess. If the right of the Contractor to proceed with the Work is partially or fully terminated, the County may take possession of and use in completing the Work any materials, appliances, supplies, plant and equipment as may be on the site of the terminated portion of the Work and necessary for the completion of the Work. If the County does not fully terminate the right of the Contractor to proceed, the Contractor shall continue to perform the part of the Work that is not terminated.

4. ALLOWABLE TERMINATION COSTS:

If the County terminates the whole or any portion of the Work pursuant to Paragraph 2, then the County shall only be liable to the Contractor for those costs reimbursable to the Contractor, plus a markup of ten (10) percent for profit and overhead on the actual, fully accounted costs recovered; provided however, that if there is evidence that the Contractor would have sustained a loss on the entire Contract had it been completed. No profit shall be included or allowed hereunder and an appropriate adjustment shall be made reducing the amount of the allowable termination payment to reflect the indicated amount of loss. The Contractor shall submit any claim of reimbursable cost within ten (10) calendar days of receipt of Notice of Termination, or such claims are waived, released and forever barred.

4.1 If the County terminates the whole or any portion of the Work pursuant to Paragraph 2, the County shall pay the Contractor the amounts determined as follows:

(a) an amount for supplies, services, or property accepted by the County or sold or acquired pursuant to this Article and not heretofore paid for, and to the extent provided in the Contract, such amount shall be equivalent to the aggregate price for such supplies or services computed in accordance with the price or prices specified in the Contract, appropriately adjusted for any saving of freight or other charges; and

i. the total cost incurred in the performance of the Work terminated, including initial costs and preparatory expense allocable thereto, but exclusive of any costs attributable to supplies or services paid or to be paid for under this Article;

ii. the total cost of settling and paying claims arising out of the termination of work under subcontracts or orders, pursuant to Article V, Subparagraph 1.4, which are properly chargeable to the terminated portion of the Work (exclusive of amounts paid or payable on account of completed items of equipment delivered or services furnished by subcontractors or vendors prior to the effective date of the Notice of Termination), which amounts shall be included in the costs payable under (1) above; and

iii. the reasonable costs of settlement, including accounting, legal, clerical and all other expenses reasonably necessary for the preparation of settlement claims and supporting data with respect to the terminated portion of the Work and for the termination and settlement of subcontracts thereunder, together with reasonable storage, transportation and other costs incurred in connection with the protection or disposition of property allocable to the Contract.

(b) Provided, however, that the County will not be liable for payments to subcontractors.

4.2 In arriving at any amount due the Contractor pursuant to this Article, there shall be deducted the following:

(a) all unliquidated advance or other payments on account theretofore made to the Contractor applicable to the terminated portion of the Contract;
(b) any claim which the County may have against the Contractor;
(c) such amount as the County determines to be necessary to protect the County against loss because of outstanding or potential liens or claims; and
(d) the agreed price for, or the proceeds of sale of, any materials, supplies or other things acquired by the Contractor or sold, and not otherwise recovered by or credited to the County.

4.3 The total sum to be paid to the Contractor under this Article shall not exceed the Contract Sum reduced by the amount of payments otherwise made or to be made for work not terminated and as otherwise permitted by the Contract. Except for normal spoilage, and except to the extent that the County shall have otherwise expressly assumed the risk of loss, there shall be excluded from the amounts payable to the Contractor, the fair value, as determined by the County, of property which is destroyed, lost, stolen or damaged so as to become undeliverable to the County, or to a buyer.

4.4 If the County terminates the whole or any part of the Work pursuant to this Article, the County may procure, upon such terms and in such manner as the County may deem appropriate, supplies or services similar to those so terminated, and the Contractor shall be liable to the County for any excess costs for such similar supplies or services. The Contractor shall continue the performance of the Contract to the extent not terminated hereunder.

5. GENERAL TERMINATION PROVISIONS:

5.1 After receipt of a Notice of Termination from the County, and except as otherwise directed by the County, the Contractor shall:

(a) stop work under the Contract on the date and to the extent specified in the notice of termination;

(b) place no further orders or subcontracts for materials, services or facilities, except as may be necessary for completion of such portion of the Work under the Contract as is not terminated;

(c) terminate all orders and subcontracts to the extent that they relate to the Performance of Work terminated by the Notice of Termination;

(d) at the option of the County, assign to the County in the manner, at the times and to the extent directed by the County, all of the rights in the Contract so terminated, in which case the County shall have the right to settle or pay any or all claims arising out of the termination of such orders and subcontracts;

(e) settle all outstanding liabilities and all claims arising out of such termination or orders and subcontracts, with the approval or ratification of the County, to the extent required;

(f) transfer title and deliver to the entity or entities designated by the County, in the manner, at the times and to the extent directed by the County, to the extent specifically produced or specifically acquired by the Contractor for the performance of the terminated work, the following:

i. the fabricated or unfabricated parts, work in process, partially completed supplies and equipment, materials, parts, tools, dies, jigs and other fixtures, completed work, supplies and other material produced as part of, or acquired in connection with the performance of, the Work terminated by the Notice of Termination;

ii. the completed or partially completed plans, Drawings, information, releases, manuals and other property related to the Work and which, if the Contract had been completed, would have been required to be furnished to the County.

(g) complete performance of such part of the Work as shall not have been terminated by the Notice of Termination; and

(h) take such action as may be necessary, or as the County may direct, for the protection and preservation of the property related to the Contract which is in the possession of the Contractor and in which the County has or may acquire an interest.

5.2 The Contractor shall, from the effective date of termination until the expiration of five (5) years after final settlement under the Contract, preserve and make available to the County, at all reasonable times at the office of the Contractor, but without direct charge to the County, all the Contractor's books, records, documents and other evidence bearing on the costs and expenses of the Contractor under the Contract and relating to the Work terminated hereunder, or, to the extent approved by the County, photographs, micro-photographs or other authentic reproductions thereof.

END OF ARTICLE XIV

ARTICLE XV
SPECIAL CONDITIONS

1. LAYING OUT THE WORK:

1.1 The Contractor shall provide all labor and instruments and stakes, templates, and other materials necessary for marking and maintaining all lines and grades. The lines and grades shall be subject to any checking the County or the Engineer may decide necessary. The Contractor shall maintain vertical and horizontal controls for use by utilities for utility relocation purposes where necessary.

1.2 Adequate field notes and records shall be kept as layout work is accomplished. These field notes and records shall be available for review by the County's Engineer and County as the Work progresses, and copies shall be furnished to the County's Engineer and County at the time of completion of the Project.

1.3 Any inspection or checking of the Contractor's field notes or layout work by the Engineer, and the acceptance of all or any part thereof, shall not relieve the Contractor of his responsibility to achieve the lines, grades and dimensions shown in the plans and specifications.

2. USE OF PUBLIC STREETS:

The use of public streets and alleys shall be such as to provide a minimum of inconvenience to the public and to other traffic. Any earth or other excavated material spilled from trucks shall be removed by the Contractor, and the streets cleaned to the satisfaction of the County. The Contractor shall be responsible for repairs to any damages caused by his operations, prior to Final Payment.

3. CARE OF TREES, SHRUBS AND GRASS:

The Contractor shall be fully responsible for maintaining in good condition all cultivated grass plots, trees and shrubs. Where maintained shrubbery, grass strips or area must be removed or destroyed incident to the construction operation, the Contractor shall, after completion of the Work, replace or restore to the original condition all destroyed or damaged shrubbery or grass areas. Tree limbs, which interfere with equipment operation and are approved for pruning, shall be neatly trimmed and the tree cut coated with tree paint. Contractor shall trim vegetation to obtain minimum ten (10) feet vertical clearance above sidewalk at right-of-way line, as necessary.

4. OBSTRUCTIONS:

All water pipes, storm drains, force mains, gas or other pipe, telephone or power cables or conduits, curbs, sidewalks, all house services and all other obstructions, whether or not shown, shall be temporarily removed from or supported across utility line or storm drain excavations. Where it is necessary to temporarily interrupt house or business services, the Contractor shall notify the house owner or occupant, both before the interruption, and again immediately before services is resumed. Before disconnecting any pipes or cables, the Contractor shall obtain permission from their owner, or shall make suitable arrangements for their disconnection by their owner. The Contractor shall be responsible for any damage to any such pipes, conduits or cables, and shall restore them to service promptly as soon as the Work has progressed past the point involved. Approximate locations of known water, sanitary, drainage, power, telephone and gas installations along the route of new pipelines or in the vicinity of new work, but must be verified in the field by the Contractor. The Contractor shall locate and uncover these pipes, ducts, cables, etc., carefully, by hand, prior to

installing new utility or storm drain lines, or removing existing lines. Any discrepancies or differences found shall be brought to the attention of the County's Engineer.

5. UTILITIES:

5.1 The excavators shall comply with Florida Statute 553.851 regarding notification of existing gas and oil pipeline company owners, and shall also notify Sunshine State One-Call, DBA Sunshine 811, at 1-800-638-4097 prior to excavating. Evidence of such notice shall be furnished to the County's Engineer prior to excavating.

5.2 Where electrical fixtures or other electrical service lines which are not owned by Florida Power & Light (FP&L) are located within the right-of-way, they shall be removed, after coordination with owner. Where such service lines cross the referenced limits, they shall be sealed/terminated pursuant to NEC Standards. The Contractor shall notify owners. Where electrical systems outside the referenced limits are disturbed, they shall be restored (including sleeves under the driveways).

5.3 Where any FP&L installation, gas line, sanitary sewer lines, water lines, water meter boxes, telephone, and/or Cable, etc., installation are in conflict with the installation of drainage structures, roadway, swales or other utilities, the Contractor is to arrange, with the concerned utility owner(s), relocation or adjustment of their facilities. Such notice shall be provided to the utility owner at least fourteen (14) calendar days prior to the date that work in the conflict area will begin. The Contractor shall closely coordinate all construction exposing or destroying utilities, even if such utilities are <u>not</u> shown in the plans. Expense for such restoration is incidental to the Contract, and does not have a separate pay item, unless otherwise indicated elsewhere in the specifications.

5.4 All utilities, unless otherwise shown, are to be relocated by the respective utility company. However, the Contractor shall notify, coordinate and provide assistance as necessary to ensure a timely and efficient relocation of existing utilities. Any costs incurred for the holding of poles are incidental to the Project and do not have separate pay items.

5.5 Irrigation piping, fittings, etc. which are located within the right-of-way or other public right-of-way shall be removed. Where such pipes are cut, a cap shall be installed to seal the pipe, which is undisturbed and outside the referenced limits. The Contractor shall give written notice to the property owner at least seven (7) calendar days prior to initiating these procedures, giving the owner the option to remove the system. Where irrigation systems outside of the referenced limits are disturbed, they shall be restored (including sleeves under driveways). Expense for such restoration is incidental to the Contract, and does not have a separate pay item.

6. DAMAGE TO EXISTING STRUCTURES AND UTILITIES:

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

6.2 Information shown on the Drawings as to the location of existing utilities has been prepared from the most reliable data available to the Engineer of Record. This information is not guaranteed, however, and it shall be the Contractor's responsibility to determine the location, character and depth of any existing utilities. He shall assist the utility companies, by every

means possible, to determine said locations. Extreme caution shall be exercised to eliminate any possibility of any damage to utilities resulting from the Contractor's activities.

7. SUBSURFACE INVESTIGATION:

The Contractor shall be responsible for having determined to his satisfaction, prior to the submission of his bid, the nature and location of the Work, the conformation of the ground, the character and quality of the substrata, the types and quantity of materials to be encountered, the nature of the ground water conditions, the character of equipment, and facilities needed preliminary to, and during, the execution of the Work, the general and local conditions, and all other matters which can in any way affect the Work done under this Contract. The Contractor is responsible for conducting all reasonable testing required to satisfy any questions regarding the site conditions prior to submitting the bid. The prices established for the Work to be done will reflect all costs pertaining to the Work. Any claims for extras based on substrata or ground water table conditions will not be allowed.

8. AMOUNT OF BORROW OR EXCESS:

8.1 The Contractor is responsible for calculating his own estimate of earthwork shrinkage to determine the amount of borrow material or excess material involved in this Project.

8.2 Any excess material resulting from construction of this Project shall become or remains the property of the Contractor, and shall be disposed of by the Contractor as specified in the Contract Documents.

9. NOTIFICATION OF PROPERTY OWNERS:

Property owners along the Project route, or any other street or driveway who may be affected by construction operations, shall be notified by the Contractor at least 24 hours prior to such construction for each construction activity which may directly affect property owners and/or their access; or as otherwise may be necessary as provided for in these specifications. Such notification shall be documented and copy provided to the County.

10. SIGNS, MAILBOXES, ETC.:

Two (2) weeks prior to relocating or removing privately-owned signs, mailboxes, landscaping, etc., as called for in the Drawings and Specifications, the Contractor shall notify the property owner to provide said owner the opportunity to remove his sign(s), etc. himself. Such notification shall be documented and copy provided to the County. The Brevard County Housing and Human Services Department shall provide the Contractor with a reasonably up-to-date list of affected property owners upon Contractor's request. Traffic control and information sign removal and placement shall be governed by the Drawings and the Technical Specifications for traffic signalization, signing, and pavement markings, contained elsewhere in the Contract Documents. Relocation or removal of privately owned signs and mailboxes is considered incidental to the Project and has no separate pay item. Privately owned signs shall be relocated outside of the right-of-way on private property. In areas where the Contractor encounters existing mail boxes conflicting with new construction, the Contractor is to relocate the mail box to meet U.S. Postal service requirements.

11. LANDSCAPING:

11.1 In areas outside the right-of-way (R/W) or other publicly owned R/W and beyond the Work zone, the Contractor shall replace vegetation which is destroyed by construction activities with like vegetation.

11.2 Other landscaping may be required to restore existing vegetation. Expense for such restoration and trimming is incidental to the Contract, and does not have a separate pay item. Cutting or trimming of trees, shrubs and other vegetation may be required to maintain site visibility. Contractor to trim to obtain minimum ten (10) feet vertical clearance above sidewalk at right-of-way line, as necessary.

12. EXISTING CONDITIONS - VIDEO RECORDING:

12.1 Contractor shall provide the County with two (2) copies of video records of the existing conditions prior to construction. This video shall be a standard DVD, and shall be narrated. The video shall show in a clear manner, but is not limited to, the following:

(a) All existing features within the right-of-way;
(b) All existing features within the temporary construction easement;
(c) All existing features within permanent easements; and
(d) All existing features adjacent to any construction.

Details of the video shall be such that the following examples shall be clear and visible:

(a) Cracks in walls;
(b) Condition of fencing;
(c) Condition of planted areas and types of vegetation;
(d) Condition of sodded areas;
(e) Condition of sprinkler systems, associated controls & wiring;
(f) Condition of signs; and
(g) Condition of lighting and associated wiring.

Significant detail of any pre-existing damages to physical features shall be shown. The coverage of the video should include the limits of effects of the use of vibratory rollers.

12.2 This video record shall be presented and approved by the County prior to any work commencing on the Project. A copy shall be kept in the Contractor's field office.

12.3 Payment - No additional payment will be made for this Work. Further, the sum of $5,000 will be withheld from the Contractor starting with Pay Estimate #1, until such time as the videos are received and approved by the County.

13. CONTRACTOR'S SUPERVISION:

The Contractor's Superintendent and foreman and subcontractor's superintendent and foremen, shall speak, write, read, and understand English, and at least one responsible person who speaks and understands English shall be on the Project during all working hours. A list of all superintendent names and office/emergency phone numbers shall be provided to the County and County's Engineer during execution of the Contract. The Contractor's responsible person for supervision for emergencies shall speak and understand English.

14. PROTECTION OF PRIVATE PROPERTY:

It shall be incumbent upon the Contractor to protect private property. The Contractor shall notify each property owner at least seven calendar days prior to beginning his construction operations.

Private property outside the limits of construction and/or street rights-of-way that are disturbed by construction shall be restored by the Contractor to its original condition at the Contractor's expense. There shall be no extra pay for this Work and the anticipated cost of the Work must be included in the Contract Sum.

15. MAINTENANCE OF DRAINAGE:

Construction methods shall be such that the drainage system on this Project site shall not be impeded during any rainfalls and shall be placed into a functional service at the end of each work day and shall also be functional on weekends. The Contractor shall be responsible for the maintenance of the drainage system throughout the Contract period.

16. STAGING AREA:

The Contractor shall make arrangements for, and maintain, at his own expense, any staging areas necessary for storage of materials, equipment and personnel. The Contractor is advised that such areas may not be available within the limits of the construction area. Acquisition and restoration of such areas are the Contractor's responsibility. A letter of permission is required from the property owner prior to mobilizing on the site and a letter of satisfaction will be required from the owner prior to Final Payment.

The protection of stored materials shall be the Contractor's responsibility and the County shall not be liable for any loss of materials, by theft or otherwise, nor for any damage to the stored materials. No payment shall be made for stored materials.

All applicable local and state regulations regarding hauling of materials and use of public streets shall apply. The Contractor shall be responsible for obtaining and paying for any permits necessary for this portion of the Project.

END OF ARTICLE XV

ARTICLE XVI

PERMIT

Permit:

The permit exemptions that obtained by the County's Engineer is on the following pages and consists of the following:

- SJRWMD Exempt –

END OF ARTICLE XVI

TECHNICAL SPECIFICATION & DRAWINGS

BID #: B-5-15-82
BURNETT ROAD IMPROVEMENTS

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SECTION 02 41 19 – SELECTIVE DEMOLITION

PART 1. GENERAL

1.1 RELATED DOCUMENTS

1.1.1 Drawings and general provisions of the Contract apply to this Section.

1.1.2 Section 327 Milling of Existing Asphalt Pavement of the Florida Department of Transportation (FDOT) Standard Specifications for Road and Bridge Construction, latest edition, apply to this section as indicated.

1.2 DESCRIPTION OF REQUIREMENTS

1.2.1 The Contractor shall provide all materials, tools, equipment, and labor to demolish or remove the concrete, paved surfaces, utilities, piping, and other miscellaneous items as shown on the Drawings, specified herein, or required to permit the timely and orderly construction of the improvements.

1.2.2 The Contractor is expected to have satisfied himself as to the scope of the demolition and removals and the conditions under which he will operate, including obstructions or miscellaneous conditions that will in any manner affect his performance and ability to carry out the work. No allowance will subsequently be made on behalf of the Contractor for any error on his part. Later claims for labor, equipment, materials, or for other difficulties encountered which could have been foreseen had such an investigation been made, will not be accepted.

1.3 RELATED WORK

1.3.1 DIVISION 31 – EARTHWORK

1.3.2 DIVISION 32 – EXTERIOR IMPROVEMENTS

1.4 SUBMITTALS

1.4.1 The procedures proposed for the accomplishment of the work shall be submitted to the Engineer for review. The procedures shall provide for the safety and welfare of workers and adjoin residents and the public, continuation of utility services, the protection of life and property, coordination with the progress of other work, and the timely disconnection of utility services to existing facilities. The submittals shall include a detailed description of the methods and equipment to be used for each operation and the sequence of operations.

PART 2. PRODUCTS - NOT APPLICABLE TO THIS SECTION.

PART 3. EXECUTION

3.1 SCHEDULING

3.1.1 The Contractor shall not perform demolition and removal work until he has received written authorization to proceed from the Owner. Said notification will be limited to specific tasks, and the Contractor will be obligated to obtain such written authorization to proceed at various times during the project.

3.1.2 All work shall be accomplished in a manner consistent with the requirement that all existing utilities will be maintained. The Contractor shall conduct the scheduling of demolition work so that interference with the other operations is minimal. The Contractor shall obtain approval of the Owner prior to demolition of any existing equipment, facility, utility, or structure.

3.2 LIMITS OF THE WORK

3.2.1 General – Demolition and removal work shall be performed in a neat and workmanlike manner to the limits indicated or specified or to the maximum extent necessary for the proper installation of new work.

3.2.2 Structures – The demolition shall include but not be solely limited to concrete headwall structures, and appurtenances specified herein.

3.2.3 Utilities and Piping – Site utilities and yard piping shall be removed to the limits shown on the Drawings or required for the proper installation of new work. All piping to be abandoned shall either be totally removed or have ends permanently plugged with a minimum of 12 inches of concrete. Where existing piping is to be removed from an existing structure or building, all piping penetrations not reused for new piping shall be permanently plugged flush with the existing wall surface. No abandoned piping shall be left protruding into any structure or building.

3.2.4 Pavement Milling and Concrete Removal – milling and concrete items shall be removed to the limits shown on the Drawings or required for the proper installation of new work.

3.2.5 Miscellaneous Items – Miscellaneous items shall be removed to the limits shown on the Drawings or required for the proper installation of new work.

3.3 PROCEDURAL REQUIREMENTS

3.3.1 General – Demolition and removal work shall be performed in a neat and workmanlike manner to ensure the safe continuation of utility services within the area, the protection of life and property, coordination with the progress of other work, and the timely disconnection of utility to existing facilities.

3.3.2 Protection – The work under this section shall be performed without damage to retained or newly constructed facilities. Where such items are damaged, the Contractor shall patch, repair, replace, or otherwise restore it to their original conditions at no additional cost to the Owner. The Contractor shall carefully coordinate the work of this section with all other project work and shall construct and maintain shoring, bracing, and supports as required.

3.3.3 Burning – Burning at the project site to dispose of waste materials generated during the Contractor's demolition and removal operations will not be allowed.

3.3.4 Dust Control – Dust resulting from demolition and removal work shall be controlled to prevent its spread and to avoid the creation of a nuisance in the surrounding area. The use of water will not be permitted when it will result in, or create, hazardous or objectionable conditions such as flooding and pollution.

3.3.5 Disposition of Material – Unless otherwise specified, all demolished materials not claimed by the Owner shall be completely removed from the site and disposed of as necessary. The Contractor shall conform to all applicable laws in effect at the same for disposing of demolished materials, equipment and piping. The Contractor shall be responsible for obtaining all the necessary permits, if required, for disposing of demolished materials, equipment, and piping.

3.3.6 Clean up – Debris, rubbish, and other waste materials shall be removed from the project site daily. Said items will not be allowed to accumulate in buildings or on the grounds. Debris, rubbish, and other waste materials shall be removed and transported in such a manner as will prevent spillage on streets or adjacent areas. Local, State, and Federal regulations regarding hauling and disposal will apply to the demolition and work removal performed under this section.

3.3.7 Repair of Openings – The repair of openings left in walls, floors, roofs, or other structures, which are caused by the removal of piping, equipment, or structural renovation shall be patched or repaired to conform with the surrounding area to the satisfaction of the Owner.

END OF SECTION

SECTION 31 10 00 - SITE CLEARING

PART 1. GENERAL

1.1 DESCRIPTION OF WORK

1.1.1 Site clearing work includes, but is not limited to removal of trees and other vegetation as indicated on the drawings, as necessary to construct the improvements.

1.2 PROJECT CONDITIONS

1.2.1 Construction operations are to be limited to the project area only. Trespassing of workers, equipment, or materials onto adjacent properties is strictly prohibited unless specifically permitted by the Contract Documents.

1.2.2 Do not commence site clearing operations until temporary erosion and sedimentation control measures are in place.

1.2.3 Where utilities require adjustments or relocation to construct the Work, and those utilities are shown on the Drawings, relocation or adjustment is a part of the Work and shall be completed at no additional expense to the Owner.

1.2.4 Where utilities require adjustments or relocating to construct the Work, and those utilities are not shown on the Drawings, notify Engineer before proceeding. Relocate or adjust utility as directed.

1.2.5 If utility is damaged by Contractor, notify utility owner and Engineer immediately. Repair or replacement of utilities damaged by Contractor; whether utilities are shown on the drawings or not shown on the drawings; shall be Contractor's expense.

PART 2. PRODUCTS - NOT APPLICABLE TO WORK OF THIS SECTION.

PART 3. EXECUTION

3.1 SITE CLEARING

3.1.1 General: Remove trees, shrubs, grass, palmetto and other vegetation, or obstructions interfering with installation of new construction. Removal includes digging out stumps and roots or other debris. Any costs incurred by the contractor for utility relocations or adjustments shall be reflected in his bid price for clearing and grubbing.

3.1.2 Fill depressions caused by site clearing operations with satisfactory soil material, unless further excavation or earthwork is indicated.

3.1.2.1 Place fill material in horizontal layers not exceeding 8" loose depth and thoroughly compact to a density equal to adjacent original ground.

3.2 VEGETATION REMOVAL

3.2.1 Remove plants, undergrowth, other vegetation, and debris which interfere with construction.

3.3 DISPOSAL OF WASTE MATERIALS

3.3.1 Dispose of surplus soil material, unsuitable topsoil, obstructions, demolished materials and waste materials.

3.3.2 Burying of waste material is not permitted on Owner's property or on project area.

3.3.3 Remove waste materials from project area and dispose of off-site in a legal manner.

END OF SECTION

SECTION 31 20 00 – EARTHWORK

PART 1. GENERAL

1.1 DESCRIPTION OF WORK

1.1.1 Extent of earthwork is indicated on drawings.

1.1.1.1 Excavation required in conjunction with storm drainage systems is included as work of this section.

1.1.1.2 Excavation and installation of stormwater piping and structures and modifications to the existing ditch/swale segments is also included as work of this section.

1.2 DEFINITIONS

1.2.1 Excavation consists of removal of material encountered to subgrade elevations indicated and subsequent disposal of materials removed and/or use of materials removed for fill.

1.2.2 Unauthorized excavation consists of removal of materials beyond indicated subgrade elevations or dimensions without specific direction of Owner or Engineer. Unauthorized excavation, as well as remedial work directed by Owner or Engineer, shall be at Contractor's expense.

1.2.2.1 Backfill and compact unauthorized excavations as specified for authorized excavations of same classification, unless otherwise directed by Owner or Engineer.

1.2.3 Additional Excavation: When excavation has reached required subgrade elevations, notify Owner or Engineer who will make an inspection of conditions.

1.3 QUALITY ASSURANCE

1.3.1 Codes and Standards: Perform excavation work in compliance with applicable requirements of governing authorities having jurisdiction.

1.3.2 Testing and Inspection Service: The Contractor will engage soil testing and inspection service from a qualified agency which the Owner has no reasonable objection for quality control during earthwork operations and bear costs of all tests. Contractor shall bear also costs of failed tests which, in all cases, will require retesting, as aforementioned.

1.4 SUBMITTALS

1.4.1 Test Reports-Excavating: Reports will be directed to the Owner and Engineer from the testing services, with copy to Contractor:

1.4.1.1 Field density and LBR test reports.

1.5 JOB CONDITIONS

1.5.1 Site Information: Historical subsurface investigations on indicated subsurface conditions are not intended as representations or warranties of accuracy or continuity between soil borings. It is expressly understood that Owner will not be responsible for interpretations or conclusions drawn there from by Contractor. Data are made available for convenience of Contractor.

1.5.2 Additional test borings and other exploratory operations may be made by Contractor at no cost to Owner.

1.5.3 Existing Utilities: Locate existing underground utilities in areas of work. If utilities are to remain in place, provide adequate means of support and protection during earthwork operations.

1.5.4 Should uncharted, or incorrectly charted, piping or other utilities be encountered during excavation, consult utility owner immediately for directions. Cooperate with Owner and utility companies in keeping respective services and facilities in operation. Repair damaged utilities to satisfaction of utility owner.

1.5.5 Do not interrupt existing utilities serving facilities occupied and used by Owner or others, during occupied hours, except when permitted in writing by Owner and then only after acceptable temporary utility services have been provided.

1.5.5.1 Provide minimum of 48-hour notice to Owner, and receive written notice to proceed before interrupting any utility.

1.5.6 Use of Explosives: The use of explosives is not permitted.

1.5.7 Protection of Persons and Property: Barricade open excavations occurring as part of this work and post with warning lights.

1.5.8 Protect utilities, roads and other facilities from damage caused by settlement, lateral movement, undermining, washout, and other hazards created by earthwork operations.

PART 2. PRODUCTS

2.1 SOIL MATERIALS

2.1.1 Definitions:

2.1.1.1 Fill Materials: Use excavated material which is free of debris, waste, vegetation and other deleterious matter.

PART 3. EXECUTION

3.1 EXCAVATION

3.1.1 Excavation is Unclassified, and includes excavation to subgrade elevations indicated, regardless of character of materials and obstructions encountered.

3.2 STABILITY OF EXCAVATIONS

3.2.1 Slope sides of excavations to comply with local codes, ordinances, and requirements of agencies having jurisdiction. Shore and brace where sloping is not possible because of space restrictions or stability of material excavated. Maintain sides and slopes of excavations in safe condition.

3.3 DEWATERING

3.3.1 Prevent surface water and subsurface or ground water from flowing into excavations and from flooding project site and surrounding area.

3.3.1.1 Do not allow water to accumulate during excavations. Provide and maintain pumps, well points, sumps, suction and discharge lines, and other dewatering system components necessary to convey water away from excavations to dewatering catchment sites.

3.3.1.2 The Contractor shall be responsible for acquiring any applicable state and/or local construction dewatering permits prior to beginning this work.

3.4 STORAGE OF EXCAVATED MATERIALS

3.4.1 Stockpile satisfactory excavated materials until required for backfill or fill.

3.4.1.1 Locate and retain soil materials away from edge of excavations.

3.4.1.2 Dispose of excess soil material and waste materials.

3.5 EXCAVATION FOR STRUCTURES

3.5.1 Conform to elevations and dimensions shown within a tolerance of plus or minus 0.10'.

3.6 EXCAVATION FOR INSTALLATION OF PIPE

3.6.1 Excavate to the uniform width and required depth for particular item to be installed, sufficiently wide to provide ample working room.

3.6.2 Excavate as indicated on the drawings.

3.6.3 Grade bottoms of excavations as indicated, notching under pipe bells to provide solid bearing for entire body of pipe.

3.7 BACKFILL AND FILL

3.7.1 General: Place acceptable soil material in layers to required subgrade elevations.

3.8 PLACEMENT AND COMPACTION

3.8.1 Ground Surface Preparation: Remove vegetation, debris, unsatisfactory soil materials, obstructions, and deleterious materials from ground surface prior to placement of fills.

3.8.2 Place backfill and fill materials in layers not more than 12" in loose depth.

3.8.3 Before compaction, moisten or aerate each layer as necessary to provide optimum moisture content. Compact each layer to required percentage of maximum dry density for each area classification. Do not place backfill or fill material on surfaces that are muddy, or on surfaces that exceed optimum moisture plus 5%.

3.8.4 Place backfill and fill materials evenly adjacent to structures and piping to required elevations. Take care to prevent wedging action of backfill against structures or displacement of piping by carrying material uniformly around structure or piping to approximately same elevation in each lift.

3.8.5 Control soil and fill compaction during construction, providing minimum percentage of density specified for each area classification indicated in the construction drawings.

3.8.5.1 Percentage of Maximum Density Requirements: Compact soil to not less than the following percentages of maximum density:

3.8.5.1.1 Structures: Compact top 12" of subgrade and each layer of backfill or fill material at 98% maximum density per AASHTO-T-99.

3.8.5.1.2 Embankment: Compact each layer of fill material at 95% maximum density per AASHTO-T-99.

3.8.5.1.3 Pavement replacement: Compact subgrade and base to 98% maximum density per AASHTO T-180.

3.8.5.2 Moisture Control: Where the layer of soil material must be moisture conditioned before compaction, uniformly apply water to the layer of soil material, to prevent free water appearing on surface during or subsequent to compaction operations.

3.8.5.2.1 Remove and replace, or scarify and air dry, soil material that is too wet to permit compaction to specified density.

3.8.5.2.2 Soil material that has been removed because it is too wet to permit compaction may be stockpiled or spread and allowed to dry. Assist drying by discing, harrowing or pulverizing, until moisture content is reduced to a satisfactory value.

3.9 GRADING

3.9.1 General: Uniformly grade areas within limits of grading under this section, including adjacent transition areas. Smooth finished surface within specified tolerances, compact with uniform levels or slopes between points where elevations are indicated, or between such points and existing grades.

3.9.2 Finish surfaces free from irregular surface changes, and as follows:

3.9.2.1 Lawn or Unpaved Areas: Finish areas to within not more than 0.10' above or below required subgrade elevations as shown on the drawings.

3.9.2.2 Road and Swale Slopes: Shape surface of road and swale areas to line, grade and cross-section, with finish surface not more than 2" above or below required subgrade elevation as shown on the drawings.

3.9.3 Compaction: After grading, compact subgrade surfaces to the depth and indicated percentage of maximum density for each area classification.

3.10 FIELD QUALITY CONTROL

3.10.1 Quality Control Testing During Construction: Allow testing service to inspect and approve subgrades and fill layers before further construction work is performed.

3.10.1.1 Perform field density tests in accordance with ASTM D 1556 or ASTM D2922 and ASTM D3017, as applicable.

3.10.1.2 If in opinion of Owner and/or Engineer, based on testing service reports and inspection, subgrade or fills which have been placed are below specified density, provide additional compaction and testing at no additional expense.

3.11 EROSION CONTROL

3.11.1 Provide and utilize erosion control methods in accordance with requirements of authorities having jurisdiction. Install appropriate turbidity barriers as shown on the drawings or as directed by the Engineer or jurisdictional agency.

3.11.2 Best Management Practices: Best management practices for erosion control shall be implemented and maintained at all times during construction to prevent siltation, and turbid discharges in excess of State water quality standards pursuant to Chapter 17-302; F.A.C. Methods shall include, but are not limited to: the use of staked hay bales; staked filter cloth; sodding, seeding, and mulching; staged construction; and the deployment of turbidity screens around the immediate project site.

3.11.3 Inspection and Maintenance of Erosion Control Devices: The contractor shall be responsible for ensuring that erosion control devices are inspected and maintained daily during all phases of construction authorized by this permit until all areas that were disturbed during construction are sufficiently stabilized to prevent erosion, siltation, and turbid discharges. The following measures shall be taken immediately by the contractor whenever turbidity levels within waters of the State surrounding the project site, exceed State water quality standards established pursuant to chapter 17-302, F.A.C.:

3.11.3.1 Immediately cease all work contributing to the water quality violation.

3.11.3.2 Stabilize all exposed soils contributing to the violation, modify the work procedures that were responsible for the violation, and install more turbidity containment devices and repair any nonfunctioning turbidity containment devices.

3.11.3.3 Notify the Palm Bay office of the St. Johns River Water Management District with 24 hours of the time the violation is first detected.

3.12 MAINTENANCE

3.12.1 Protection of Graded Areas: Protect newly graded areas from traffic and erosion. Keep free of trash and debris.

3.12.2 Repair and re-establish grades in settled, eroded, and rutted areas to specified tolerances.

3.12.3 Reconditioning Compacted Areas: Where completed compacted areas are disturbed by subsequent construction operations or adverse weather; scarify surface, re-shape, and compact to required density prior to further construction.

3.12.4 Settling: Where settling is measurable or observable at excavated areas during general project warranty period, remove surface (if other than soil), add backfill material, compact, and replace surface treatment. Restore appearance, quality, and condition of surface or finish to match adjacent work, and eliminate evidence of restoration to greatest extent possible.

END OF SECTION

SECTION 32 13 13 - CONCRETE SIDEWALKS AND CURBS AND GUTTERS

PART 1. GENERAL

1.1 REFERENCES

1.1.1 The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

1.1.1.1 AMERICAN ASSOCIATION OF STATE HIGHWAY AND TRANSPORTATION OFFICIALS (AASHTO)

1.1.1.1.1 AASHTO 182 Standard Specification for Burlap Cloth Made from Jute or Kenaf and Cotton Mats

1.1.1.2 ASTM INTERNATIONAL (ASTM)

1.1.1.2.1 ASTM A 185 Standard Specification for Steel Welded Wire Reinforcement, Plain, for Concrete

1.1.1.2.2 ASTM A 615 Standard Specification for Deformed and Plain Carbon-Steel Bars for Concrete Reinforcement

1.1.1.2.3 ASTM C 143 Standard Test Method for Slump of Hydraulic-Cement Concrete

1.1.1.2.4 ASTM C 171 Standard Specification for Sheet Materials for Curing Concrete

1.1.1.2.5 ASTM C 172 Standard Practice for Sampling Freshly Mixed Concrete

1.1.1.2.6 ASTM C 173 Standard Test Method for Air Content of Freshly Mixed Concrete by the Volumetric Method

1.1.1.2.7 ASTM C 231 Standard Test Method for Air Content of Freshly Mixed Concrete by the Pressure Method

1.1.1.2.8 ASTM C 309 Standard Specification for Liquid Membrane-Forming Compounds for Curing Concrete

1.1.1.2.9 ASTM C 31 Standard Practice for Making and Curing Concrete Test Specimens in the Field

1.1.1.2.10 ASTM C 920 Standard Specification for Elastomeric Joint Sealants

1.1.1.2.11 ASTM D 1751 Standard Specification for Preformed Expansion Joint Filler for Concrete Paving and Structural Construction (Nonextruding and Resilient Bituminous Types)

1.1.1.2.12 ASTM D 1752 Standard Specification for Preformed Sponge Rubber Cork and Recycled PVC Expansion

1.1.1.2.13 ASTM D 5893 Cold Applied, Single Component, Chemically Curing Silicone Joint Sealant for Portland Cement Concrete Pavements

1.1.1.3 Florida Department of Transportation Standard Specifications for Road and Bridge Construction.

1.2 SUBMITTALS

1.2.1 Product Data: Submit data for proprietary materials and items, including reinforcement and forming accessories, admixtures, waterstops, joint systems, curing compounds, dry-shake finish materials, and others as requested by the Owner/Engineer.

1.2.2 Laboratory Test Reports: Submit laboratory test reports for concrete materials and mix design test.

1.2.3 Materials Certificates: Provide materials certificates in lieu of materials laboratory test reports when permitted by Owner/Engineer. Materials certificates shall be signed by manufacturer and Contractor, certifying that each material item complies with, or exceeds, specified requirements. Provide certification from admixture manufacturers that chloride content complies with specification requirements.

1.3 WEATHER LIMITATIONS

1.3.1 Placing During Cold Weather: Concrete placement shall not take place when the air temperature reaches 40 degrees F and is falling, or is already below that point. Placement may begin when the air temperature reaches 35 degrees F and is rising, or is already above 40 degrees F. Provisions shall be made to protect the concrete from freezing during the specified curing period.

1.3.2 Placing During Warm Weather: The temperature of the concrete; as placed; shall not exceed 85 degrees F except where an approved retarder is used. The mixing water and/or aggregates shall be cooled, if necessary, to maintain a satisfactory placing temperature. The placing temperature shall not exceed 95 degrees F at any time.

1.4 PLANT, EQUIPMENT, MACHINES, AND TOOLS

1.4.1 General Requirements: Plant, equipment, machines, and tools used in the work shall be subject to approval and shall be maintained in a satisfactory working condition at all times. The equipment shall have the capability of producing the required product, meeting grade controls, thickness control and smoothness requirements as specified. Use of the equipment shall be discontinued if it produces unsatisfactory results. The Owner/Engineer shall have access at all times to the plant and equipment to ensure proper operation and compliance with specifications.

1.4.2 Slip Form Equipment: Slip form paver or curb forming machine, will be approved based on trial use on the job and shall be self-propelled, automatically controlled, crawler mounted, and capable of spreading, consolidating, and shaping the plastic concrete to the desired cross section in one pass.

PART 2. PRODUCTS

2.1 CONCRETE

2.1.1 Concrete shall have a minimum compressive strength of 3500 psi, or as indicated on the drawings, whichever is greater, at 28 days. Maximum size of aggregate shall be 1-1/2 inches. Portland Cement shall be ASTM C 150, Type I. Use one brand of cement throughout project, unless otherwise acceptable to Owner/Engineer.

2.1.2 Air Content: Mixtures shall have air content by volume of concrete of 5 to 7 percent, based on measurements made immediately after discharge from the mixer.

2.1.3 Slump: The concrete slump shall be 2 inches plus or minus 1 inch where determined in accordance with ASTM C143.

2.1.4 Reinforcement Steel: Reinforcement bars shall conform to ASTM A 615. Wire mesh reinforcement shall conform to ASTM A 185.

2.2 CONCRETE CURING MATERIALS

2.2.1 Impervious Sheet Materials: Impervious sheet materials shall conform to ASTM C 171, type optional, except that polyethylene film, if used, shall be white opaque.

2.2.2 Burlap: Burlap shall conform to AASHTO M 182.

2.3 CONCRETE PROTECTION MATERIALS

2.3.1 Concrete protection materials shall be a linseed oil mixture of equal parts, by volume, of linseed oil and either mineral spirits, naphtha, or turpentine. At the option of the Contractor, commercially prepared linseed oil mixtures, formulated specifically for application to concrete to provide protection against the action of deicing chemicals may be used, except that emulsified mixtures are not acceptable.

2.4 JOINT FILLER STRIPS

2.4.1 Contraction Joint Filler for Curb and Gutter: Contraction joint filler for curb and gutter shall consist of hard-pressed fiberboard.

2.4.2 Expansion Joint Filler, Premolded: Expansion joint filler, premolded, shall conform to ASTM D 1751 or ASTM D 1752, 1/2 inch thick, unless otherwise indicated.

2.5 JOINT SEALANTS

2.5.1 Joint sealant, cold-applied shall conform to ASTM C 920 or ASTM D 5893.

2.6 FORM WORK

2.6.1 Form work shall be designed and constructed to ensure that the finished concrete will conform accurately to the indicated dimensions, lines, and elevations, and within the tolerances specified. Forms shall be of wood or steel, straight, of sufficient strength to resist springing during depositing and consolidating concrete. Wood forms shall be surfaced plank, 2 inches nominal thickness, straight and free from warp, twist, loose knots, splits or other defects. Wood forms shall have a nominal length of 10 feet. Radius bends may be formed with 3/4 inch boards, laminated to the required thickness. Steel forms shall be channel-formed sections with a flat top surface and with welded braces at each end and at not less than two intermediate points. Ends of steel forms shall be interlocking and self-aligning. Steel forms shall include flexible forms for radius forming, corner forms, form spreaders, and fillers. Steel forms shall have a nominal length of 10 feet with a minimum of 3 welded stake pockets per form. Stake pins shall be solid steel rods with chamfered heads and pointed tips designed for use with steel forms.

2.6.2 Sidewalk Forms: Sidewalk forms shall be of a height equal to the full depth of the finished sidewalk.

2.6.3 Curb and Gutter Forms: Curb and gutter outside forms shall have a height equal to the full depth of the curb or gutter. The inside form of curb shall have batter as indicated and shall be securely fastened to and supported by the outside form. Rigid forms shall be provided for curb returns, except that benders or thin plank forms may be used for curb or curb returns with a radius of 10 feet or more, where grade changes occur in the return, or where the central angle is such that a rigid form with a central angle of 90 degrees cannot be used. Back forms for curb returns may be made of 1-1/2 inch benders, for the full height of the curb, cleated together. In lieu of inside forms for curbs, a curb "mule" may be used for forming and finishing this surface, provided the results are approved.

PART 3. EXECUTION

3.1 SUBGRADE PREPARATION

3.1.1 The subgrade shall be constructed to the specified grade and cross section prior to concrete placement. Subgrade shall be placed and compacted as directed.

3.1.2 Sidewalk Subgrade: The subgrade shall be tested for grade and cross section with a template extending the full width of the sidewalk and supported between side forms.

3.1.3 Curb and Gutter Subgrade: The subgrade shall be tested for grade and cross section by means of a template extending the full width of the curb and gutter. The subgrade shall be of materials equal in bearing quality to the subgrade under the adjacent pavement.

3.1.4 Maintenance of Subgrade: The subgrade shall be maintained in a smooth, compacted condition in conformity with the required section and established grade until the concrete is placed. The subgrade shall be in a moist condition when concrete is placed. The subgrade shall be prepared and protected to produce a subgrade free from frost when the concrete is deposited.

3.2 FORM SETTING

3.2.1 Forms shall be set to the indicated alignment, grade and dimensions. Forms shall be held rigidly in place by a minimum of 3 stakes per form placed at intervals not to exceed 4 feet. Corners, deep sections, and radius bends shall have additional stakes and braces, as required. Clamps, spreaders, and braces shall be used where required to ensure rigidity in the forms. Forms shall be removed without injuring the concrete. Bars or heavy tools shall not be used against the concrete in removing the forms. Any concrete found defective after form removal shall be promptly and satisfactorily repaired. Forms shall be cleaned and coated with form oil each time before concrete is placed. Wood forms may, instead, be thoroughly wetted with water before concrete is placed, except that with probable freezing temperatures, oiling is mandatory.

3.2.2 Sidewalks: Forms for sidewalks shall be set with the upper edge true to line and grade with an allowable tolerance of 1/8 inch in any 10 foot long section. After forms are set, grade and alignment shall be checked with a 10 foot straightedge. Forms shall have a transverse slope as indicated on the drawings. Side forms shall not be removed for 12 hours after finishing has been completed.

3.2.3 Curbs and Gutters: The forms of the front of the curb shall be removed not less than 2 hours nor more than 6 hours after the concrete has been placed. Forms back of curb shall remain in place until the face and top of the curb have been finished, as specified for concrete finishing. Gutter forms shall not be removed while the concrete is sufficiently plastic to slump in any direction.

3.3 SIDEWALK CONCRETE PLACEMENT AND FINISHING

3.3.1 Formed Sidewalks: Concrete shall be placed in the forms in one layer. When consolidated and finished, the sidewalks shall be of the thickness indicated. After concrete has been placed in the forms, a strike-off guided by side forms shall be used to bring the surface to proper section to be compacted. The concrete shall be consolidated with an approved vibrator, and the surface shall be finished to grade with a strike off.

3.3.2 Concrete Finishing: After straight edging, when most of the water sheen has disappeared, and just before the concrete hardens, the surface shall be finished with a wood float or darby to a smooth and uniformly fine granular or sandy texture free of waves, irregularities, or tool marks. A scored surface shall be produced by brooming with a fiber-bristle brush in a direction transverse to that of the traffic, followed by edging.

3.3.3 Edge and Joint Finishing: All slab edges, including those at formed joints, shall be finished with an edger having a radius of 1/8 inch. Transverse joint shall be edged before brooming, and the brooming shall eliminate the flat surface left by the surface face of the edger. Corners and edges which have crumbled and areas which lack sufficient mortar for proper finishing shall be cleaned and filled solidly with a properly proportioned mortar mixture and then finished.

3.3.4 Surface and Thickness Tolerances: Finished surfaces shall not vary more than 5/16 inch from the testing edge of a 10-foot straightedge. Permissible deficiency in section thickness will be up to 1/4 inch.

3.4 CURB AND GUTTER CONCRETE PLACEMENT AND FINISHING

3.4.1 Formed Curb and Gutter: Concrete shall be placed to the section required in a single lift. Consolidation shall be achieved by using approved mechanical vibrators. Curve shaped gutters shall be finished with a standard curb "mule".

3.4.2 Curb and Gutter Finishing: Approved slipformed curb and gutter machines may be used in lieu of hand placement.

3.4.3 Concrete Finishing: Exposed surfaces shall be floated and finished with a smooth wood float until true to grade and section and uniform in texture. Floated surfaces shall then be brushed with a fine-hair brush with longitudinal strokes. The edges of the gutter and top of the curb shall be rounded with an edging tool to a radius of 1/2 inch. Immediately after removing the front curb form, the face of the curb shall be rubbed with a wood or concrete rubbing block and water until blemishes, form marks, and tool marks have been removed. The front curb surface, while still wet, shall be brushed in the same manner as the gutter and curb top. The top surface of gutter and entrance shall be finished to grade with a wood float.

3.4.4 Joint Finishing: Curb edges at formed joints shall be finished as indicated.

3.4.5 Surface and Thickness Tolerances: Finished surfaces shall not vary more than 1/4 inch from the testing edge of a 10-foot straightedge. Permissible deficiency in section thickness will be up to 1/4 inch.

3.5 SIDEWALK JOINTS

3.5.1 Sidewalk joints shall be constructed to divide the surface into rectangular areas. Transverse contraction joints shall be spaced at a distance equal to the sidewalk width or 5 feet on centers, whichever is less, and shall be continuous across the slab. Longitudinal contraction joints shall be constructed along the centerline of all sidewalks 10 feet or more in width. Transverse expansion joints shall be installed at sidewalk returns and opposite expansion joints in adjoining curbs. Where the sidewalk is not in contact with the curb, transverse expansion joints shall be installed as indicated. Expansion joints shall be formed about structures and features which project through or into the sidewalk pavement, using joint filler of the type, thickness, and width indicated. Expansion joints are not required between sidewalks and curb that abut the sidewalk longitudinally.

3.5.2 Sidewalk Contraction Joints: The contraction joints shall be formed in the fresh concrete by cutting a groove in the top portion of the slab to a depth of at least one-fourth of the sidewalk slab thickness, using a jointer to cut the groove, or by sawing a groove in the hardened concrete with a power-driven saw, unless otherwise approved. Sawed joints shall be constructed by sawing a groove in the concrete with a 1/8 inch blade to the depth indicated. An ample supply of saw blades shall be available on the job before concrete placement is started, and at least one standby sawing unit in good working order shall be available at the jobsite at all times during the sawing operations.

3.5.3 Sidewalk Expansion Joints: Expansion joints shall be formed with 1/2 inch joint filler strips. Joint filler in expansion joints surrounding structures and features within the sidewalk may consist of preformed filler material conforming to ASTM D 1752 or building paper. Joint filler shall be held in place with steel pins or other devices to prevent warping of the filler during floating and finishing. Immediately after finishing operations are completed, joint edges shall be rounded with an edging tool having a radius of 1/8 inch, and concrete over the joint filler shall be removed. At the end of the curing period, expansion joints shall be cleaned and filled with cold-applied joint sealant. Joint sealant shall be gray or stone in color. The joint opening shall be thoroughly cleaned before the sealing material is placed. Sealing material shall not be spilled on exposed surfaces of the concrete. Concrete at the joint shall be surface dry and atmospheric and concrete temperatures shall be above 50 degrees F at the time of application of joint sealing material. Excess material on exposed surfaces of the concrete shall be removed immediately and concrete surfaces cleaned.

3.5.4 Reinforcement Steel Placement: Reinforcement steel shall be accurately and securely fastened in place with suitable supports and ties before the concrete is placed.

3.6 CURB AND GUTTER JOINTS

3.6.1 Curb and gutter joints shall be constructed at right angles to the line of curb and gutter.

3.6.2 Contraction Joints: Contraction joints shall be constructed directly opposite contraction joints in abutting portland cement concrete pavements and spaced so that monolithic sections between curb returns will not be less than 15 feet nor greater than 15 feet in length.

3.6.2.1 Contraction joints (except for slip forming) shall be constructed by means of 1/8 inch thick separators and of a section conforming to the cross section of the curb and gutter. Separators shall be removed as soon as practicable after concrete has set sufficiently to preserve the width and shape of the joint and prior to finishing.

3.6.2.2 When slip forming is used, the contraction joints shall be cut in the top portion of the gutter/curb hardened concrete in a continuous cut across the curb and gutter, using a power-driven saw. The depth of cut shall be at least one-fourth of the gutter/curb depth and 1/8 inch in width.

3.6.3 Expansion Joints: Expansion joints shall be formed by means of preformed expansion joint filler material cut and shaped to the cross section of curb and gutter. Expansion joints shall be provided in curb and gutter directly opposite expansion joints of abutting portland cement concrete pavement, and shall be of the same type and thickness as joints in the pavement. Where curb and gutter do not abut portland cement concrete pavement, expansion joints at least 1/2 inch in width shall be provided at intervals not less than 30 feet or greater than 120 feet. Expansion joints shall be provided in nonreinforced concrete gutter at locations indicated. Expansion joints shall be sealed immediately following curing of the concrete or as soon thereafter as weather conditions permit. Expansion joints and the top 1 inch depth of curb and gutter contraction-joints shall be sealed with joint sealant. The joint opening shall be thoroughly cleaned before the sealing material is placed. Sealing material shall not be spilled on exposed surfaces of the concrete. Concrete at the joint shall be surface dry and atmospheric and concrete temperatures shall be above 50 degrees F at the time of application of joint sealing material. Excess material on exposed surfaces of the concrete shall be removed immediately and concrete surfaces cleaned.

3.7 CURING AND PROTECTION

3.7.1 General Requirements: Concrete shall be protected against loss of moisture and rapid temperature changes for at least 7 days from the beginning of the curing operation. Unhardened concrete shall be protected from rain and flowing water. All equipment needed for adequate curing and protection of the concrete shall be on hand and ready for use before actual concrete placement begins. Protection shall be provided as necessary to prevent cracking of the pavement due to temperature changes during the curing period.

3.7.2 Mat Method: The entire exposed surface shall be covered with 2 or more layers of burlap. Mats shall overlap each other at least 6 inches. The mat shall be thoroughly wetted with water prior to placing on concrete surface and shall be kept continuously in a saturated condition and in intimate contact with concrete for not less than 7 days.

3.7.3 Impervious Sheeting Method: The entire exposed surface shall be wetted with a fine spray of water and then covered with impervious sheeting material. Sheets shall be laid directly on the concrete surface with the light-colored side up and overlapped 12 inches when a continuous sheet is not used. The curing medium shall not be less than 18-inches wider than the concrete surface to be cured, and shall be securely weighted down by heavy wood planks, or a bank of moist earth placed along edges and laps in the sheets. Sheets shall be satisfactorily repaired or replaced if torn or otherwise damaged during curing. The curing medium shall remain on the concrete surface to be cured for not less than 7 days.

3.7.4 Backfilling: After curing, debris shall be removed and the area adjoining the concrete shall be backfilled, graded, and compacted to conform to the surrounding area in accordance with lines and grades indicated.

3.7.5 Protection: Completed concrete shall be protected from damage until accepted. The Contractor shall repair damaged concrete and clean concrete discolored during construction. Concrete that is damaged shall be removed and reconstructed for the entire length between regularly scheduled joints. Refinishing the damaged portion will not be acceptable. Removed damaged portions shall be disposed of as directed.

3.8 FIELD QUALITY CONTROL

3.8.1 General Requirements: The Contractor shall perform the inspection and tests described and meet the specified requirements for inspection details and frequency of testing. Based upon the results of these inspections and tests, the Contractor shall take the action and submit reports as required below, and any additional tests to insure that the requirements of these specifications are met.

3.8.2 Concrete Testing

3.8.2.1 Strength Testing: The Contractor shall provide molded concrete specimens for strength tests. Samples of concrete placed each day shall be taken not less than once a day or less than once for every 100 cubic yards of concrete. The samples for strength tests shall be taken in accordance with ASTM C 172.

3.8.2.2 Cylinders for acceptance shall be molded in conformance with ASTM C 31 by an approved testing laboratory. Each strength test result shall be the average of 2 test cylinders from the same concrete sample tested at 28 days, unless otherwise specified or approved. Concrete specified on the basis of compressive strength will be considered satisfactory if the averages of all sets of three consecutive strength test results equal or exceed the specified strength, and no individual strength test result falls below the specified strength by more than 500 psi.

3.8.2.3 Air Content: Air content shall be determined in accordance with ASTM C 173 or ASTM C 231. ASTM C 231 shall be used with concretes and mortars made with relatively dense natural aggregates. Two tests for air content shall be made on randomly selected batches of each class of concrete placed during each shift. Additional tests shall be made when excessive variation in concrete workability is reported by the placing foreman or the Owner/Engineer. If results are out of tolerance, the placing foreman shall be notified and he shall take appropriate action to have the air content corrected at the plant. Additional tests for air content will be performed on each truckload of material until such time as the air content is within the tolerance specified.

3.8.2.4 Slump Test: Two slump tests shall be made on randomly selected batches of each class of concrete for every 100 cubic yards, or fraction thereof, of concrete placed during each shift. Additional tests shall be performed when excessive variation in the workability of the concrete is noted or when excessive crumbling or slumping is noted along the edges of slip-formed concrete.

3.8.2.5 Thickness Evaluation: The anticipated thickness of the concrete shall be determined prior to placement by passing a template through the formed section or by measuring the depth of opening of the extrusion template of the curb forming machine. If a slip form paver is used for sidewalk placement, the subgrade shall be true to grade prior to concrete placement and the thickness will be determined by measuring each edge of the completed slab.

3.8.2.6 Surface Evaluation: The finished surface of each category of the completed work shall be uniform in color and free of blemishes and form or tool marks.

3.9 SURFACE DEFICIENCIES AND CORRECTIONS

3.9.1 Thickness Deficiency: When measurements indicate that the completed concrete section is deficient in thickness by more than 1/4 inch the deficient section will be removed, between regularly scheduled joints, and replaced.

3.9.2 High Areas: In areas not meeting surface smoothness and plan grade requirements, high areas shall be reduced either by rubbing the freshly finished concrete with carborundum brick and water when the concrete is less than 36 hours old or by grinding the hardened concrete with an approved surface grinding machine after the concrete is 36 hours old or more. The area corrected by grinding the surface of the hardened concrete shall not exceed 5 percent of the area of any integral slab, and the depth of grinding shall not exceed 1/4 inch. Pavement areas requiring grade or surface smoothness corrections in excess of the limits specified above shall be removed and replaced.

3.9.3 Appearance: Exposed surfaces of the finished work will be inspected by the Owner/Engineer and any deficiencies in appearance will be identified. Areas which exhibit excessive cracking, discoloration, form marks, or tool marks or which are otherwise inconsistent with the overall appearances of the work shall be removed and replaced.

END OF SECTION

SECTION 32 13 16 – STAMPED PATTERNED PAVEMENT

PART 1. GENERAL

1.1 RELATED DOCUMENTS

1.1.1 Drawings and general provisions of Contract, apply to work of this section.

1.1.2 Section 523 Patterned Pavement of the Florida Department of Transportation (FDOT) Standard Specifications for Road and Bridge Construction, latest edition, apply to this section as indicated.

1.2 SUBMITTALS

1.2.1 Submit product data, pattern, color samples and FDOT approved product certification to Owner for selection confirmation.

1.3 DELIVERY AND STORAGE

1.3.1 Deliver: Deliver materials in original sealed containers labeled with manufacturer's name and directions, color, and date of manufacture.

1.3.2 Store: Store materials at temperatures specified by the manufacturer.

1.4 ENVIRONMENTAL CONDITIONS

1.4.1 Apply product only when weather conditions and pavement temperatures meet the requirements stated in the manufacturer's printed instructions.

PART 2. PRODUCTS

2.1 PATTERENED PAVEMENT

2.1.1 Use only patterned pavement products approved for use in vehicular and non-vehicular areas as appropriate and listed on the FDOT Qualified Products List (QPL).

PART 3. EXECUTION

3.1 SURFACE PREPARATION AND APPLICATION

3.1.1 Construction and installation per manufacturer's specifications and instructions and FDOT Standard Specifications Section 523.

3.2 TRAFFIC CONTROL AND PROTECTION

3.2.1 Place warning signs near the beginning of the work and well ahead of the work to alert approaching traffic from both directions.

3.2.2 Protect treated surface from traffic and environmental effects until the product is completely installed, including drying and curing according to the manufacturer's instructions.

END OF SECTION

SECTION 32 14 00 - ASPHALT CONCRETE PAVING

PART 1. GENERAL

1.1 RELATED DOCUMENTS

1.1.1 Drawings and general provisions of Contract apply to work of this Section.

1.1.2 Applicable Sections of the Florida Department of Transportation Standard Specifications for Road and Bridge Construction, latest edition apply to this section as indicated.

1.2 DESCRIPTION OF WORK

1.2.1 Work consists of construction of asphalt pavement for driveways and roadway within the right of way.

1.3 SUBMITTALS

1.3.1 Material Certificates signed by material producer and Contractor certifying that each material item complies with or exceeds specified requirements.

1.4 MATERIALS, SITE PREPARATION, EQUIPMENT, CONSTRUCTION PROCEDURES, AND TESTING METHODS

1.4.1 Construction of paved areas will be in accordance with construction plans, Brevard County Public Works Standards and the following sections of the Florida Department of Transportation Specifications Manual for Road and Bridge Construction, latest edition:

Concrete Pavement - Sections 346- 350 and related sections
Stabilized Subgrade - Section 160 and related sections
Limerock Base - Section 200 and related sections
Shell Base - Section 285 and related sections
Prime Coats for Base Course - Section 300 and related sections
Superpave Asphalt Concrete - Section 334 and related sections
Painted Pavement Markings - Section 710 and related sections
General Construction Requirements - Section 330 and related sections

1.5 CLEAN-UP

1.5.1 Clean-up is an essential part of the work. As the work progresses and is completed, the contractor shall clean the site of all construction operations to the satisfaction of the Engineer and the Owner. This clean-up shall be done as promptly as practicable and shall not be left until the end of the construction period.

1.6 RECORD SURVEY

1.6.1 After Pavement Construction is complete, the Contractor will provide the Owner a minimum of 4 sets of signed sealed record survey (by Registered Land Surveyor in the State of Florida) drawings and AutoCAD *.dwg file documenting as-built pavement elevations. Stormwater management structures will be included in the survey as indicated in the Storm Drainage Systems Section of Division 33.

END OF SECTION

SECTION 33 41 00 - STORM DRAINAGE SYSTEMS

PART 1. GENERAL

1.1 DESCRIPTION OF WORK

1.1.1 Extent of storm drainage systems work is indicated on drawings and schedules, and by requirements of this section.

1.1.2 Refer to Division-31 section "Earthwork" for excavation and backfill required for storm drainage systems; not work of this section.

1.2 QUALITY ASSURANCE

1.2.1 Manufacturer's Qualifications: Firms regularly engaged in manufacture of storm drainage system's products of types, materials, and sizes required, whose products have been in satisfactory use in similar service for not less than 5 years.

1.2.2 Installer's Qualifications: Firm with at least 3 years of successful installation experience on projects with storm drainage work similar to that required for project.

1.2.3 Codes and Standards:

1.2.3.1 Environmental Compliance: Comply with applicable portions of local Environmental Agency regulations pertaining to storm drainage systems.

1.3 SUBMITTALS

1.3.1 Product Data: Submit manufacturer's technical product data and installation instructions for storm drainage system materials and products.

1.3.2 Shop Drawings: Submit shop drawings for storm drainage systems, showing piping materials, size, locations, and inverts.

1.3.3 As-Built Drawings: At project closeout, the Contractor shall submit as-built drawings of the installed storm drainage systems in accordance with the following criteria:

1.3.3.1 New stormwater management system and swale construction: Perform survey cross-sections at 25' intervals.

1.3.3.2 Storm drainage pipes, inlets, manholes, and associated appurtenances: Provide sufficient survey data to verify compliance to design drawings, including as applicable: station and offset location for structures; pipe sizes, lengths and inverts; top and toe elevations for ditch weir structure; top of inlet grate, top of skimmer, inlet weir and/or orifice sizes and elevations; and any other pertinent locations, dimensions and elevations associated with the designed storm drainage system(s), as applicable.

PART 2. PRODUCTS

2.1 PIPES AND PIPE FITTINGS

2.1.1 General: Provide pipes of the weight/class indicated. Provide pipe fittings and accessories of same material and weight/class as pipes, with joining method as indicated.

2.1.2 Modified tongue-and-groove joint compression-gasket shall be chloroprene and shall conform to ASTM C 443.

2.1.3 Headwalls and other Concrete Structures: Headwalls and other concrete structures shall be constructed with 3000 PSI concrete unless otherwise specified.

PART 3. EXECUTION

3.1 EXCAVATION AND BACKFILL

3.1.1 Trench: Trench width shall be kept to a minimum necessary for installation of the pipe. The trench bottom shall be graded uniformly to match the outside of the pipe.

3.1.2 Well-pointing: Construction shall be accomplished in a dry trench. Well-pointing or other approved method of dewatering shall be carried out to maintain a dry trench.

3.1.3 Sheeting and Shoring shall be installed as may be necessary for the protection of the work, preservation of adjacent property and structures, and the safety of employees.

3.1.4 Pipe Laying: Pipe laying shall proceed upgrade with the spigot ends of the pipe pointing in the direction of flow. Each pipe shall be laid true to line and grade so as to form a close concentric joint with the adjoining pipe, preventing offsets in the flow line. As the work progresses, the interior of the pipe shall be cleaned of all dirt and superfluous materials. In addition, pipe shall be laid either on a prepared bed of undisturbed earth in the bottom of the trench, shaped as required to fit the pipe or upon a layer of properly placed bedding material. The requirements for pipe bedding vary with the type of pipe to be installed and these requirements are set forth in other applicable paragraphs or on the plans.

3.1.5 Headwalls and other concrete structures shall be constructed to the form and dimensions shown on the plans or specified.

3.1.6 Ditches and swales shall be constructed at the locations and to the cross-section, lines and grade shown on the plans or specified.

END OF SECTION

BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS
INDEMNIFICATION AND INSURANCE REQUIREMENTS
BURNETT ROAD IMPROVEMENTS
BID #B-5-15-82

INDEMNIFICATION

The County shall be held harmless against any and all claims for bodily injury, sickness, disease, death, personal injury, damage to property or loss of use of any property or assets resulting therefrom, arising out of or resulting from the performance of the products or from the services for which the County is contracting hereunder, provided such is caused in whole or in part by any negligent act or omission of the vendor, or any subcontractor or any of their agents or employees, or arises from a job-related injury.

The vendor agrees to indemnify the County and pay the cost of the County's legal defenses, including fees of attorneys as may be selected by the County, for all claims described in the hold harmless clause herein. Such payment on behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

It is agreed by the parties hereto that specific consideration has been received by the Vendor under this agreement for this hold harmless/indemnification provision.

INSURANCE REQUIREMENTS

The vendor providing services under this agreement will be required to procure and maintain, at their own expense and without cost to the County, until final acceptance by the County of all products or services covered by the purchase order or contract, the following types of insurance. The policy limits required are to be considered minimum amounts:

General Liability Insurance policy with a $ 1,000,000 combined single limit for each occurrence to include the following coverage: Operations, Products and Completed Operations, Personal Injury, Contractual Liability covering this contract, "X-C-U" hazards, and Errors & Omissions.

Auto Liability Insurance which includes coverage for all owned, non-owned and rented vehicles with a $ 1,000,000 combined single limit for each occurrence.

Workers' Compensation and Employers Liability Insurance covering all employees of the vendor and subcontractors, as required by law.

In the event that the contract involves professional or consulting services, in addition to the aforementioned insurance requirements, the vendor shall also be protected by a Professional Liability Insurance Policy in the amount of $1,000,000 per claim.

In the event the contract involves services related to construction projects, the vendor shall also procure and maintain a Builders Risk Insurance Policy or Installation Floater with loss limits equal to the value of the construction project.

In addition to the above, Specialty Insurance policies covering specific risks of loss (including but not limited to, for example; Longshore coverage, Crane and Rigging, Inland Marine, etc.) may be required by Brevard County Insurance and Risk Management. Any additional specialty insurance coverage requirement will be dictated by the specific goods, products or services provided under the subject contract and insurance underwriting standards, practices, procedures or products available in the commercial insurance market at the time of the contract inception. The Vendor is required to procure and maintain all such specialty coverage in accordance with prudent business practices within the Vendors industry.

The awarded vendor shall have five (5) days to provide certificates of insurance to the County demonstrating that the aforementioned insurance requirements have been met prior to the commencement of work under this contract. The certificates of insurance shall indicate that the policies have been endorsed to cover the County as an additional insured (a waiver of subrogation in lieu of additional insured status on the workers compensation policy is acceptable) and that these policies may not be canceled or modified without thirty (30) days prior written notice to the County.

The insurance coverage enumerated above constitutes the minimum requirements and shall in no way lessen or limit the liability of the vendor under the terms of the contract. Sub-Contractor's insurance shall be the responsibility of the vendor.

DRUG-FREE WORKPLACE FORM

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

(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies with the above requirements and the Florida Statutes Section 287.087. This form is in conjunction with Brevard County's General Conditions, Item 27, *Drug-Free Workplace.*

_____ _____

Bidder's Signature Date

_____

Bidder's Name (Printed)

Brevard COUNTY
Central Services

Received
MAR 24 2016
District 2 County Commission

Florida's Space Coast

Facilities Department
2725 Judge Fran Jamieson Way, Suite A207
Viera, FL 32940-6605

(321) 633-2050
FAX: (321) 633-2051
www.brevardcounty.us/centralservices/facilities

TO: Commissioner Jim Barfield, District 2

FROM: Mary Bowers, Support Services Manager, Facilities

DATE: March 23, 2016

SUBJECT: Bid #B-5-16-39 Burnett Road Improvements Contracts

Enclosed please three (3) each original contracts with RMS Constructors Group, LLC for the Burnett Road Improvements in the amount of $407,335.00.

Please sign all three (3) originals **and forward to the Clerk to the Board for attesting, Mail Stop #27.**

Should you have any questions please contact our office at 633-2050.

Thank you.

/mb

Enclosures

Note: **Clerk to the Board** – please return two (2) originals to Mary Bowers, Facilities, Mail Stop #81; retain one (1) original each for your records.

BREVARD County
BOARD OF COUNTY COMMISSIONERS

FLORIDA'S SPACE COAST

Tammy Etheridge, Clerk to the Board, 400 South Street • P.O. Box 999, Titusville, Florida 32781-0999

Telephone: (321) 637-2001
Fax: (321) 264-6972

August 6, 2014

MEMORANDUM

TO: Ian Golden, Housing and Human Services Director Attn: Chenita Joiner

RE: Item III.A., FY 2014-2015 Brevard County HOME Consortium Consolidated One-Year Action Plan

The Board of County Commissioners, in regular session on August 5, 2014, approved the FY 2014-2015 Brevard County HOME Annual Action Plan; authorized the Chairman to execute the required certifications and SF-424 HUD Application for Federal Assistance for the CDBG and HOME Programs; authorized the County Manager or his designee to execute the CDBG and HOME Program Grant Agreements and the Disbursement Agreements with the four HOME Consortium member cities, upon approval from HUD; authorized the County Manager or his designee to sign contractual agreements for projects identified in the Action Plan after approval from Risk Management and the County Attorney's Office; and authorized your office, as contract administrators, to use competitive bids to secure contractors to complete proposed projects. Enclosed are the original SF424 Forms and Certifications.

Your continued cooperation is greatly appreciated.

Sincerely,

BOARD OF COUNTY COMMISSIONERS
SCOTT ELLIS, CLERK

Tammy Etheridge

Tammy Etheridge, Deputy Clerk

Encls. (a/s)

cc: Finance
Budget

RECEIVED
AUG 11 2014
HOUSING/HUMAN SERV

BREVARD COUNTY

In FY 2014-15, the County's CDBG Program will undertake the activities listed below.

SUMMARY OF 2014-2015 CDBG FUNDED ACTIVITIES

MATRIX #	PROJECT NAME	FUNDING AMOUNT	OBJECTIVE	OUTCOME	PRIORITY NEED	ACCOMPLISHMENT TYPE	ANNUAL NUMERIC GOAL
05	Cuyler Community Learning Center	$66,923	Suitable Living Environment	Sustainability	Public Services	People	300
05	Central Brevard Sharing Center	$45,246	Suitable Living Environment	Sustainability	Public Services	People	1450
05	Early Learning Coalition	$18,098	Economic Opportunity	Availability/ Accessibility	Public Services	People	95
05	Community Services Council	$22,623	Suitable Living Environment	Sustainability	Public Services	People	20
05	AMI Kids Space Coast	$22,623	Suitable Living Environment	Sustainability	Public Services	People	66
		$175,513					
02	Demolition	$21,000	Suitable Living Environment	Availability/ Accessibility	Demolition and Clearance	People	3
03F	West Cocoa Pocket Park	$273,900	Suitable Living Environment	Availability/ Accessibility	Public Facility	People	2044
03J	Woody Simpson Park Community Room	$155,219	Suitable Living Environment	Availability/ Accessibility	Public Facility	People	1557
03I	Schoolhouse Paving & Drainage	$155,220	Suitable Living Environment	Availability/ Accessibility	Infrastructure	People	1549
03I	Burnett Rd Beautification/Sidewalks	$155,219	Suitable Living Environment	Availability/ Accessibility	Infrastructure	People	2044
21A	CDBG Program Administration	$234,017	Suitable Living Environment	Availability/ Accessibility Sustainability	Administration	Other	N/A
CDBG TOTALS		$1,170,088					

CDBG Project Descriptions for FY 2014-2015

Burnett Rd. Beautification & Sidewalks
This project will consist of sidewalk construction, lighting, landscaping and some drainage improvements.

Schoolhouse Paving and Drainage
This project consists of the design and construction of roadway and drainage improvements.

Woody Simpson Park Community Room
This project will consist of the construction of a multi-purpose building for the purpose of carrying out needed services and activities for the low to moderate income persons living in Merritt Island.

West Cocoa Pocket Park
This project will consist of the design and construction of a low-impact Park for the West Cocoa neighborhood.

BREVARD COUNTY BUDGET CHANGE REQUEST APPROVAL

Change Request Number 20160073

BYMAJEED - 11/23/2015

Budget Change Request Header Information

Document Year	Document Number	Entry Date	Entered By	Header Text	Document Balance
2016	50011331	11/23/2015	BYMAJEED		$0.00

Budget Change Request Line Item Information

Line Number	Fund	Fund Center	Commitment Item	Functional Area	Funded Program	Change Amount
001	1470	303057	5340001	COMMRE_554		$180,000.00
002	1470	303057	5650001	COMMRE_554	6957407	$141,877.00
003	1470	303057	5650001	COMMRE_554	6570200	$46,686.00
004	1470	303057	5650001	COMMRE_554	6510211	$633,238.00
005	1470	303057	5650001	COMMRE_554	6518402	($188,563.00)
006	1470	303057	3021000	COMMRE_554		$42,802.00
007	1470	303057	3315000	COMMRE_554		($856,040.00)

Budget Change Request Additional Information

Board Approval Required

Reporting Quarter

Type of Request AMENDMENT

Personnel Change 0

Budget Change Request Revenue Detail

Description	Amount
INTERGOVERNMENTAL	856,040
STATUTORY REDUCTION	-42,802

Revenue Total: 813,238

Budget Change Request Expenditure Detail

Description	Amount
OPERATING EXPENSES	180,000
CAPITAL EXPENDITURES	633,238

Expenditure Total: 813,238

Justification

This Budget Change Request (BCR) is a net increase in the Community Development Block Grant Capital Improvement Projects (CIP) budget. Operating budget is increased to cover the Country Acres demolition project and, the Short Street CIP project is added. Both started in 9/2015 therefore weren't in the FY 15-16 budget submission. The E Mims Exercise Room project is reduced by $188,563 as the anticipated construction won't require requested budget. The Woody Simpson Community Room budget is increased from $166,762 to $800,000. This project was held up in FY 14-15 because of procurement issues in trying to use the construction management process. The issues are resolved and work will move forward this FY. The Schoolhouse Street Improvements budget is being increased from $426,314 to $473,000 to cover anticipated increase labor and material costs. With the reduction from the East Mims Exercise Room project, the net increase of this BCR is $813,238. The Short Street Improvement and East Mims Community Room projects were approved by the Board on July 11, 2012 Agenda Item V.B. The Woody Simpson Park Community Room and Schoolhouse Street Improvement projects were approved on July 30, 2008 Agenda Item VIII.B.2.

Alternative

Should this request not be approved it would result in the projects being stopped, left incomplete and, the department will be out of compliance.

Approval Workflow

APPROVER ID	STATUS	DATE
JDDAVIS		
IJGOLDEN		
CTLEA		

REMARKS

User ID	Remarks

ATTACHMENTS

20160073_0001

Approve/Reject change request

Remarks

Approve | Reject | Hold

BREVARD COUNTY BUDGET CHANGE REQUEST APPROVAL

Change Request Number 20160031

BYMAJEED - 10/20/2015

Budget Change Request Header Information

Document Year	Document Number	Entry Date	Entered By	Header Text	Document Balance
2016	50011276	10/20/2015	BYMAJEED		$0.00

Budget Change Request Line Item Information

Line Number	Fund	Fund Center	Commitment Item	Functional Area	Funded Program	Change Amount
001	1470	303057	5650001	COMMRE_554	6300223-H	$20,000.00
002	1470	303057	5650001	COMMRE_554	6560205-B	$353,343.00
003	1470	303057	3315000	COMMRE_554		($392,993.00)
004	1470	303057	3021000	COMMRE_554		$19,650.00

Budget Change Request Additional Information

Board Approval Required	Y
Reporting Quarter	1
Type of Request	AMENDMENT
Personnel Change	0

Budget Change Request Revenue Detail

Description	Amount
INTERGOVERNMENTAL	392,993
STATUTORY REDUCTION	-19,650
Revenue Total:	373,343

Budget Change Request Expenditure Detail

Description	Amount
CAPITAL EXPENDITURES	373,343
Expenditure Total:	373,343

Justification

This Budget Change Request represents an increase in the Capital Improvement Projects (CIP) budget for FY 15-16. The Houston Lane project is being added in order to complete outstanding work from FY 14-15 and to finalize

the plat for this subdivision. The increase to the West Cocoa – Burnett Rd project is due to this project being put on hold last FY, due to specific HUD requirements. The project was put out for bids however, no bids were submitted. Attempts were made to use a Construction Management firm through the Facilities Department. Unfortunately, the RFP used to solicit contractors included the local preference option which HUD does not allow and the project must be competitively bid. In order to continue and, bring this project up to speed, the budget needs to be increased. The Houston Lane project was last approved by the Board on 8/30/2010 and the West Cocoa-Burnett project was approved on 7/24/12 Agenda Item VII.B.I.

Alternative

Should this request not be approved,it would result in the projects being stopped, left incomplete and, the department will be out of compliance.

Approval Workflow

APPROVER ID	STATUS	DATE
JDDAVIS	APPROVE	10/20/2015
IJGOLDEN	APPROVE	10/21/2015
CTLEA	APPROVE	10/21/2015
TTROSENBERG	APPROVE	10/21/2015
VOVALDENGO	APPROVE	10/27/2015
SEWHITTEN	APPROVE	10/28/2015
CTLEA	APPROVE	10/28/2015
PDWALLACE	FINAL APPROVAL	11/23/2015

REMARKS

User ID	Remarks

ATTACHMENTS

20160031_0001

COUNTY-CONTRACTOR AGREEMENT

THIS AGREEMENT, made and entered into this 17th day of May, 2016, A.D., by and between Brevard County, Florida, party of the first part (hereinafter sometimes called the "County") and **Canaveral Construction Company, Inc.** party of the second part (hereinafter sometimes called the "Contractor").

WITNESSETH:

WHEREAS, the County is desirous of obtaining the services of a construction contractor to perform the construction of the **WOODY SIMPSON PARK IMPROVEMENTS**, and

WHEREAS, the provision of such services to be performed shall mutually benefit the parties hereto and the residents of Brevard County, Florida.

NOW THEREFORE, in consideration of the covenants herein contained, it is mutually agreed between the parties as follows:

1. SCOPE OF WORK:

The Contractor shall furnish all labor, materials, equipment, machinery, tools, apparatus, and transportation and perform all of the Work shown on the Drawings and described in the Specifications entitled: **B-5-16-64 WOODY SIMPSON PARK IMPROVEMENTS**, as prepared by Morgan and Associates Consulting Engineers, Inc., 504 N. Harbor City Blvd., Melbourne, FL 32935.

2. THE CONTRACT SUM AND PAYMENTS:

2.1 The County shall pay the Contractor for work provided under this Agreement as described in "Attachment A" to this Agreement, and made a part of this Agreement by this reference. The County reserves the right to deduct from any Contractor Affidavit an amount for defective or nonconforming work or for work not provided but claimed. The County shall remit payment in accordance with the Florida Prompt Payment Act, Florida Statute section 218.70, et seq.

2.2 Based upon the price shown in the Proposal heretofore submitted to the County by the Contractor, a copy of said Proposal being a part of these Contract Documents, the aggregate amount of this Contract is the sum of **Six Hundred Eighty Eight Thousand, Nine Hundred Forty Two Dollars and Thirty Three Cents ($688,942.33)**. *An Owner's Contingency shall be maintained outside the contract price (for unforeseen conditions) in the amount of $67,894.23.*

3. COMMENCEMENT AND COMPLETION OF WORK:

3.1 The Contractor shall commence work within 10 business days after issuance of Notice- to- Proceed.

3.2 The Contractor shall prosecute the Work with faithfulness and diligence and shall complete the Work not later than **One Hundred Fifty (150) calendar days** after issuance of Notice-to-Proceed.

4. CONTRACTOR'S ACCEPTANCE OF CONDITIONS:

4.1 The Contractor hereby agrees that the surface of the site has been carefully examined and sufficient test holes have been made, or other subsurface investigations made and is satisfied that such site is a correct and suitable one for this Work and assumes full responsibility therefore.

4.2 The provisions of this Contract shall control any inconsistent provisions contained in the specifications. All Drawings and Specifications have been read and carefully considered by the Contractor, who understands and agrees to their sufficiency for the Work to be done. It is expressly agreed that under no circumstances, conditions or situations, shall this Contract be more strongly construed against the County than against the Contractor and the Surety.

4.3 Any ambiguity or uncertainty in the Drawings or Specifications shall be interpreted and construed by the County's Engineer and the decision shall be final and binding upon all parties.

4.4 It is distinctly understood and agreed that the passing, approval and acceptance of any part of the Work or material by the County, the Engineer, or by any agent or representative of the County or Engineer as in compliance with the terms of this Contract and of the Drawings and Specifications covering said work, shall not operate as a waiver by the County of strict compliance with the terms of this Contract, and/or the Drawings and Specifications covering said work; and the County may require the Contractor and the surety to repair, replace, restore and/or make the Work comply strictly, and in all things, with this Contract and the Drawings and Specifications. Any and all of said work and/or materials which within a period of one (1) year from and after the date of the passing, approval, and/or acceptance of any such work or material, are found to be defective or to fail in any way to comply with this Contract or with the Drawings and Specifications. This provision shall not apply to materials or equipment normally expected to deteriorate or wear out and become subject to normal repair and replacement before their condition is discovered. The Contractor shall not be required to do normal maintenance work under the guarantee provisions. Failure on the part of the Contractor and the Surety to immediately repair or replace any such defective materials and workmanship shall entitle the County, in the County's sole discretion, to replace or repair the same and, after notice, recover the reasonable cost of such replacement and repair from the Contractor and the Surety, who shall in any event be jointly and severally liable to the County for all damage, loss and expense caused to the County by reason of the Contractor's breach of this Contract and the Contractor's failure to comply strictly and in all things with this Contract and with the Drawings and Specifications.

5. LIQUIDATED DAMAGES:

5.1 It is mutually agreed that time is of the essence of this Contract and should the Contractor fail to complete the Work within the specified time, or any authorized extension thereof, there shall be deducted from the compensation otherwise to be paid to the Contractor, and the County will retain the amount of liquidated damages, per calendar day elapsing beyond the specified time for completion or any authorized

extension thereof, which sum shall represent the actual damages which the County will have sustained by failure of the Contractor to complete the Work within the specified time; it being further agreed that said sum is not a penalty, but is the stipulated amount of damages sustained by the County in the event of such default by the Contractor.

5.2 For the purposes of this Section 5, the day of final acceptance of the Work shall be considered a day of delay, and the scheduled day of completion of the Work shall be considered a day scheduled for production.

6. ADDITIONAL BONDS:

It is further mutually agreed between parties hereto that if, at any time after the execution of this Agreement and the Public Construction Performance Bond and the Public Construction Payment Bond hereto attached for its faithful performance, the County shall deem the surety or sureties upon such bonds to be unsatisfactory, or if, for any reason, such bond(s) ceases to be adequate to cover the performance of the Work, the Contractor shall, at the Contractor's expense, and within five (5) business days after the receipt of Notice from the County to do so, furnish an additional bond or bonds, in such form and amount, and with such sureties as shall be satisfactory to the County. In such event, no further payment to the Contractor shall be deemed due under this Agreement until such new or additional security for the faithful performance of the Work shall be furnished in manner and form satisfactory to the County.

7. ENGINEER OF RECORD'S DOCUMENTS AND DRAWINGS:

7.1 The County's Engineer's documents entitled, Specifications for Woody Simpson Park Improvements, found under "Attachment A", and are as fully a part of this Contract as if herein repeated.

7.2 The County's Engineer's drawings entitled, Construction Plans for Woody Simpson Park Improvements, provided to Bidder under separate cover, are as fully a part of this Contract as if herein repeated.

8. RIGHTS TO AUDIT:

8.1 In performance of the Contract, the Contractor shall keep books and records, and accounts of all activities related to the Contract, in compliance with generally accepted accounting procedures. All documents, papers, books, records and accounts made or received by the Contractor in conjunction with the Contract and the performance of this Contract shall be open to inspection during regular business hours by an authorized representative of the office and shall be retained by the Contractor for a period of six (6) years after the termination of this Contract, unless such records are exempt from Section 24 (a) of Article I of the State Constitution and Section 119.07 (1) Florida Statutes. All records or documents created by the Contractor or provided to the Contract by the County in connection with the activities or services provided by the Contractor under the terms of this Contract are public records and the Contractor agrees to comply with any request for such public records or documents made in accordance with Section 119.07 Florida Statutes.

8.2 No reports, data, programs or other materials produced, in whole or in part for the benefit and use of the County, under this Agreement shall be subject to copyright by the Contractor in the United States or any other country.

9. ATTORNEY'S FEES:

In the event of any legal action to enforce the terms of this Contract, each party shall bear its own attorney's fees and costs.

10. GOVERNING LAW:

This Agreement shall be governed, interpreted and construed according to the laws of the State of Florida.

11. COMPLIANCE WITH STATUTES:

It shall be the Contractor's responsibility to be aware of and comply with all federal, state and local laws.

12. VENUE:

Venue for any legal action by any party to this Agreement to interpret, construe, or enforce this Agreement shall be in a court of competent jurisdiction in and for Brevard County Florida, and any trial shall be non-jury.

13. CONFLICT OF INTEREST:

13.1 The Contractor shall not engage the services of any person or persons now employed by the County, including any department, agency board or commission thereof, to provide services relating to this Contract without written consent from the County.

13.2 The Contractor shall not accept gratuities, favors or anything of monetary value from contractors, potential contractors or parties to sub-agreements.

13.3 The Contractor shall not award a contract or subcontract under this Agreement to any company who the County has a financial or any other interest in, including but not limited to employing an employee of the County or any member of an employee's, agents, or officer's immediate family.

14. INDEMNIFICATION:

The Contractor shall indemnify and hold harmless the County and its agents and employees from and against all claims, damages, losses and expenses including attorney's fees arising out of or resulting from the performance of its work under this Agreement, where such claim, damage, loss or expense, is caused, in whole or in part, by the act or omission of the Contractor, or anyone directly or indirectly employed by the Contractor, or anyone for whose acts any of them may be liable, regardless of whether or not it is caused, in part, by a party indemnified hereunder. In any and all claims against the County, or any of its agents or anyone directly or indirectly employed by the County, or anyone for whose acts any of them may be liable, indemnification obligation under this paragraph shall not be limited in any way by a limitation on the amount or type of damages, compensation or benefits payable by or for the custodial contractor, under Workers' Compensation Acts, or other related policies

of insurance. The parties acknowledge specific consideration has been exchanged for this provision.

15. MODIFICATIONS TO CONTRACT:

This Contract, together with any Attachments, Drawings, Specifications, General Conditions constitutes the entire Contract between the County and the Contractor and supersedes all prior written or oral understandings. This Contract and any Attachments, Drawings, Specifications, General Conditions may only be amended, supplemented or cancelled by a written instrument duly executed by the parties hereto.

16. INFORMATION RELEASE/GRANTOR RECOGNITION:

News releases, publicity releases, or advertisements relating to this Agreement or the tasks or projects associated with the Project, shall be submitted in writing to the County and be approved in advance of any release or publication. Releases shall identify the funding entity as well as the funding source.

17. INDEPENDENT CONTRACTOR:

The Contractor shall perform the services under this Agreement as an independent Contractor and nothing contained herein shall be construed to be inconsistent with this relationship or status. Nothing in this Agreement shall be interpreted or construed to constitute the Contractor or any of its agents or employees to be the agent, employee or representative of the County.

18. FEDERAL TAX ID NUMBER:

The Contractor shall provide to the County their Federal Tax ID Number or, if the Contractor is a sole proprietor, a Social Security Number.

19. UNAUTHORIZED ALIEN WORKERS:

The County will not intentionally award publicly funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e)(Section 274(e) of the Immigration and Nationality Act (INA). The County shall consider the employment by the Contractor of unauthorized aliens a violation of Section 274(e) of the INA. Such violation by the recipient of the employment provisions contained in Section 274(e) of the INA shall be grounds for unilateral cancellation of this Contract by the County.

20. CONSTRUCTION OF AGREEMENT:

The parties hereby acknowledge that they fully reviewed this Agreement, its attachments and had the opportunity to consult with legal counsel of their choice, and that this Agreement shall not be construed against any party as if they were the drafter of this Agreement.

21. NOTICE:

Notice under this Agreement shall be given by certified mail or hand delivery as follows: Housing & Human Services Department, 2725 Judge Fran Jamieson Way, Viera, FL 32940 and Notice shall be given to the Contractor by certified mail or hand delivery as follows: Canaveral Construction Company, Inc., 3475 US Highway 1, Mims, Florida 32754.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and date first above written in three (3) counterparts, each of which shall, without proof or accounting for the other counterparts, be deemed an original Contract.

ATTEST:

Scott Ellis, Clerk

BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS

Jim Barfield, Chairman

As approved by the Board: 8/5/14

ATTEST:

Print Name

Signature Date

CANAVERAL CONSTRUCTION CO, INC.

By: J. David Nash
(Print Name)

Signature Nash, Pres 5/19/16
Date

ATTACHMENT "A"

CONTRACT ATTACHMENT 1

PROJECT NAME: Woody Simpson Park Renovations

1). HUD FORM 4010

2). Prevailing Wage Decision

General Decision Number: FL160008 01/08/2016 FL8

Superseded General Decision Number: FL20150008

State: Florida

Construction Type: Building

County: Brevard County in Florida.

Does not include Cape Canaveral Air Force Station, Patrick Air Force Base, Kennedy Space Flight Center and Melbar Radar Site BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Note: Under Executive Order (EO) 13658, an hourly minimum wage of $10.15 for calendar year 2016 applies to all contracts subject to the Davis-Bacon Act for which the solicitation was issued on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least $10.15 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2016. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/08/2016

ENGI0673-003 05/01/2013

	Rates	Fringes
OPERATOR: Mechanic	$ 26.30	10.85
OPERATOR: Oiler	$ 20.36	10.85
OPERATOR: Boom Truck	$ 26.30	10.85

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* IRON0808-005 02/01/2015

	Rates	Fringes
IRONWORKER, ORNAMENTAL, REINFORCING AND STRUCTURAL	$ 23.50	11.95

PAIN1010-001 08/01/2014

Does not include Cape Canaveral Air Force Station, Patrick Air Force Base, Kennedy Space Flight Center and Melbar Radar Site

	Rates	Fringes
Painter - Brush, Roller & Spray	$ 17.50	8.83

SUFL2009-004 05/22/2009

	Rates	Fringes
BRICKLAYER	$ 18.99	0.00
CARPENTER, Includes Form Work	$ 16.39	3.30
CEMENT MASON/CONCRETE FINISHER	$ 11.58	0.00
ELECTRICIAN	$ 16.94	3.73
GLAZIER	$ 15.19	0.00
INSULATOR - PIPE & PIPEWRAPPER	$ 13.13	3.03
LABORER: Asphalt Shoveler	$ 7.88	0.00
LABORER: Common or General	$ 12.00	0.00
LABORER: Concrete Saw (Hand Held/Walk Behind)	$ 12.63	0.00
LABORER: Mason Tender - Brick	$ 10.00	0.00
LABORER: Mason Tender - Cement/Concrete	$ 12.83	1.90
LABORER: Pipelayer	$ 11.53	0.00
LABORER: Roof Tearoff	$ 9.00	0.00
LABORER: Landscape and Irrigation	$ 9.60	0.00
OPERATOR: Asphalt Spreader	$ 11.41	0.00
OPERATOR: Backhoe/Excavator	$ 14.68	0.00
OPERATOR: Bulldozer	$ 15.00	0.00
OPERATOR: Crane Oiler	$ 17.75	0.00
OPERATOR: Distributor	$ 12.37	0.00
OPERATOR: Forklift	$ 14.00	0.00
OPERATOR: Grader/Blade	$ 13.44	0.00
OPERATOR: Loader	$ 13.42	0.00
OPERATOR: Paver (Asphalt, Aggregate, and Concrete)	$ 12.83	0.00
OPERATOR: Pump	$ 17.12	0.00
OPERATOR: Roller	$ 10.68	0.00
OPERATOR: Screed	$ 11.34	0.00
OPERATOR: Tractor	$ 9.91	0.00

OPERATOR: Trencher	$ 11.75	0.00
PLUMBER (HVAC Pipe Installation)	$ 15.80	0.00
PLUMBER, Excludes HVAC Pipe Installation	$ 19.50	3.51
ROOFER (Installation of Metal Roofs Only)	$ 14.26	0.59
ROOFER, Includes Built Up, Modified Bitumen, Shake & Shingle, and Single Ply Roofs (Excludes Metal Roofs)	$ 12.25	0.00
SHEET METAL WORKER, Includes HVAC Duct Installation	$ 14.25	2.08
TILE SETTER	$ 17.99	3.00
TRUCK DRIVER: Dump Truck	$ 10.00	0.00
TRUCK DRIVER: Lowboy Truck	$ 12.09	0.00

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198

indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

* an existing published wage determination
* a survey underlying a wage determination
* a Wage and Hour Division letter setting forth a position on

a wage determination matter
* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION

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Federal Labor Standards Provisions

U.S. Department of Housing and Urban Development
Office of Labor Relations

Applicability

The Project or Program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

A. 1. (I) Minimum Wages. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section l(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible, place where it can be easily seen by the workers.

(II) (a) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(b) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)

(c) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

(d) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii)(b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(III) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(Iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part

of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

2. Withholding. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work, all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

3. (i) Payrolls and basic records. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section l(b)(2)(B) of the Davis-bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section l(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

(ii) (a) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i) except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at http://www.dol.gov/esa/whd/forms/wh347instr.htm or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to HUD or its designee. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

(b) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5 (a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(c) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph A.3.(ii)(b).

(d) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under subparagraph A.3.(i) available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and Trainees.

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant ',to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by

the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under 29 CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this contract

6. Subcontracts. The contractor or subcontractor will insert in any subcontracts the clauses contained in subparagraphs 1 through 11 in this paragraph A and such other clauses as HUD or its designee may by appropriate instructions require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this paragraph.

7. Contract termination; debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act Requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.

10. (i) Certification of Eligibility. By entering into this contract the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1 01 0, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part: "Whoever, for the purpose of . . . influencing in any way the action of such Administration..... makes, utters or publishes any statement knowing the same to be false..... shall be fined not more than $5,000 or imprisoned not more than two years, or both."

11. Complaints, Proceedings, or Testimony by Employees. No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

B. Contract Work Hours and Safety Standards Act. The provisions of this paragraph B are applicable where the amount of the prime contract exceeds $100,000. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which the individual is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in sub paragraph (1) of this paragraph.

(3) Withholding for unpaid wages and liquidated damages. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contract, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

C. Health and Safety. The provisions of this paragraph C are applicable where the amount of the prime contract exceeds $100,000.

(1) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

(2) The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-54, 83 Stat. 96). 40 USC 3701 et seq.

(3) The contractor shall include the provisions of this paragraph in every subcontract so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

CONSTRUCTION BIDDING DOCUMENTS

WOODY SIMPSON PARK IMPROVEMENT

Brevard County, Florida

Brevard COUNTY

Housing & Human Services Department

Bid No: #B-5-16-64

SECTION 1 - ADVERTISEMENT FOR BIDS

Sealed Bids will be received by the Board of County Commissioners of Brevard County, Florida no later than **3:30 P.M.** on **April 14, 2016**, in the Purchasing Services Office, 2725, Judge Fran Jamieson Way, Bldg. C., Suite C-303, Viera, Florida 32940 for the following:

- Bid #: **B-5-16-64**
- Project Name: **Woody Simpson Park Improvements**
- Project Location: **1590 Schoolhouse St., Merritt Island, FL 32953**

At this time, the bids will be publicly opened and read aloud.

1.1 SCOPE OF WORK:

The WORK of this project consists of furnishing all labor, materials, equipment, tools, transportation, services, and incidentals for performing all work necessary and as required by the contract documents, technical specifications and drawings for the project titled:

"Woody Simpson Park Improvements"

Brevard Housing & Human Services Department

Brevard County, Florida

Generally, the WORK is the selective demolition, site clearing and earthwork, excavating, exterior improvement of driveway/sidewalks, asphalt, pavement markings, storm drainage system including trenching, and building construction addition/renovation including building entry addition (porte cochere/overhang), and partial renovation of the building. Make-up air is from the Transfer Grilles TG-1 that are shown on the drawings. No direct supply air is provided, only the transfer air from the short 22x10 duct that connects the two TG-1's.

1.2 BID SECURITY:

Each bid must be accompanied by a Bid Security in the form of either a cashier's check or certified check, irrevocable letter of credit, or a Bid Security Bond in the form set forth in SECTION 2.10 in the amount not less than five (5%) percent of the amount of the bid. Any submitted certified check, cashier's check or irrevocable letter of credit shall be drawn on a solvent bank or trust company approved by the Brevard County Board of County Commissioners (hereinafter OWNER), made payable to the OWNER, and accompanied by all necessary documentary revenue stamps, required by law. Personal checks or company checks will not be accepted. The surety of the Bid Security Bond shall be a surety company duly authorized by the Florida Department of Insurance. The Bid Security Bond shall be issued or countersigned by a local procuring agent who is a resident of the State of Florida. Satisfactory evidence of the execution authority of the person or persons executing the Bid Security Bond shall be submitted with the Bond. The Bid Bond shall be executed by the BIDDER as principal. No Bid may be withdrawn for a period of ninety (90) calendar days after the Bid opening thereof.

If the bid price exceeds $100,000.00 dollars, the successful BIDDER will be required to furnish and record, in the official record of Brevard County, a 100% Performance Bond, a 100% Labor and Material Payment Bond, and a 25% Maintenance Bond. Failure to enter into the Contract or to furnish the required Bonds will result in the OWNER retaining the Bid Security as liquidated damages.

1.3 BIDDING DOCUMENTS:

Bidding Documents may be obtained or examined at the Purchasing Services office, 2725 Judge Fran Jamison Way, Building C, Room #303, Viera, Florida 32940, (321) 617-7390.

Bid documents are available electronically on a Computer Disk (CD) in PDF electronic format. **The cost of purchasing the Bid Documents CD is $10.00 by credit card or check which covers the cost of processing. Checks should be made payable to the Brevard County Board of County Commissioners.** Bidders may print as many copies as they wish through professional printing establishments. The County will not distribute paper copies of the plans. There is no refund for returned CDs.

All requests for Bidding Documents must include the name of person requesting the documents, company name, a street address (P. O. Box not acceptable), phone and fax numbers, contact person e-mail address, and delivery account number to permit delivery and billing from the delivery service.

Bidding Documents are available for review at the following locations:

1. Purchasing Services Office, 2725 Judge Fran Jamieson Way, Bldg. C, Suite C-303, Viera, FL 32940 (321-617-7390 Ext. 56049), April Chapman, Purchasing Agent
2. Brevard Housing & Human Services Department, 2725 Judge Fran Jamieson Way, Bldg B, Viera, FL 32940, Michael McDonald, Project Coordinator.

Interpretations of, or questions concerning, the Drawings and Specifications must be received, in writing, at the Purchasing Services Office not later than **ten (10)** business days prior to the date for opening of the Bids. The Purchasing Services Office, 2725 Judge Fran Jamieson Way, Bldg. C., Suite C-303, Viera, FL 32940 is the only source for information dissemination during Bid process.

1.4 BID FORMAT:

Bids must be submitted on the Bid Proposal Form contained in SECTION 3 of the Bidding Documents to be considered. The OWNER reserves the right to reject any and all Bids with or without cause, to waive technical errors and informalities, or to accept that bid or combination of bids which in the Owner's sole and absolute judgment best serves the public interest. All bids must be sealed and addressed to Purchasing Services Office, 2725 Judge Fran Jamieson Way , Bldg. C., Suite C-303, Viera, FL 32940, and must be marked in the left hand corner on the outside of an 8½" x 11" envelope as follows:

Sealed Bid for: **Woody Simpson Park Improvement**

Bid No: **B-5-16-64**

Opening Date: **April 14, 2016 @ 3:30 p.m.**

Name & Address of BIDDER: _____

Telephone Number of BIDDER: _____

BIDDER'S Florida Contractor License #: _____

Bidders shall submit one (1) "Original" clearly marked and one (1) copy. Paper documents must be provided, but should be accompanied by an equivalent electronic PDF file. The bid must be delivered or submitted to the Purchasing Services Office, 2725 Judge Fran Jamieson Way, Bldg. C., Suite C-303, Viera, FL 32940 no later than 3:30 p.m. on the bid opening date. Any bid received after the stated time and date for the bid opening shall be returned unopened to the submitting BIDDER.

1.5 PRE-BID CONFERENCE AND PRE-BID WALK THROUGH:

A NON-MANDATORY pre-Bid conference will be held **April 1, 2016 @ 10:00am** at the Woody Simpson Park, 1590 Schoolhouse St., Merritt Island, FL 32953. A pre-bid walk through of the project will be conducted immediately following the conference.

1.6 EQUAL EMPLOYMENT OPPORTUNITY:

BIDDER must ensure that employees and applicants for employment are not discriminated against for reasons of race, color, religion, sex, national origin or handicapped status. Minority and female-owned businesses are encouraged to participate.

END OF SECTION 1 – ADVERTISEMENT FOR BID

SECTION 2 – INFORMATION TO BIDDERS

2.1 EVENT TIMELINE

1. Bidders should review and become familiar with the Event Timeline. The dates and times of each activity within the Timeline may be subject to change. It is the responsibility of the Bidder to check for any changes. All changes to the Timeline will be made through an addendum to this Invitation to Bid.

EVENT	DATE	TIME
Issue Invitation to Bid	March 17, 2016	8:00am
Pre-Bid Conference (not mandatory)	April 1, 2016	10:00am
Deadline for Questions	April 4, 2016	5:00pm
Bids Due	April 14, 2016	3:30pm

2.2 SUBMISSION OF BIDS AND BID OPENING:

1. The bid opening shall be public at the date and time specified. Sealed bids received by an agency pursuant to invitations to bid are exempt from the provisions of subsection (1) and s. 24(a), Art. I of the State Constitution until such time as the agency provides notice of a decision or intended decision pursuant to s. 120.75(3)(a) or within 30 days after bid opening, whichever is earlier. In accordance with Section 255.0518, F.S., **the name of each firm submitting a competitive bid and the price bid by that firm will be read aloud at the time of the opening in compliance with FS 255.0518**. No other details of the bid responses will be released. Bids must be submitted on forms provided by the County. No other forms will be accepted. Telephone and telegraph bids will not be considered. No bid may be modified after opening. No bid may be withdrawn after opening for a period of thirty (30 days unless otherwise specified.)

2. Each BIDDER shall submit one (1) clearly marked "**ORIGINAL**" bid and one (1) complete Copies of the Bid marked "**COPY**" on the front cover. The Bids must be submitted on the Bid Proposal Form and include all applicable forms contained in SECTION 3 of the Bidding Documents to be considered. All Bids must be sealed and addressed to the Purchasing Services, 2725 Judge Fran Jamieson Way, Bldg. C., Suite C-303, Viera, FL 32940, and must be marked as follows:

Sealed Bid for: **Woody Simpson Park Improvements**

Bid No: **B-5-16-64**

Opening Date: **April 14, 2016 @ 3:30pm**

Name & Address of Bidder: _____

Telephone Number: _____

Florida Contractor License #: _____

3. The delivery of the Bid to the location designated for receipt of bids prior to the date and time set for the bid opening is solely and strictly the responsibility of the BIDDER. Any Bid received after the stated time and date for the opening of the bids shall be returned unopened to the submitting BIDDER. The OWNER shall not, under any circumstances, be responsible for delays caused by the United States Postal Service or any private delivery service, or delays caused by any other occurrence. Offers by telephone, facsimile, telegram, or electronic mail will not be accepted.

4. A bid submitted by a corporation shall be accompanied by a sworn statement on the form entitle "acknowledgement of Officer to Execute Bid on Behalf of a Corporation," as set forth in SECTION 3 - Bid Forms, which affirms the authority of the individual who signs the Bid Proposal Form to sign the documents. In the event that the firm is awarded the contract and a corporate official other than the one who signed the Bid Proposal Form elects to execute the Agreement on behalf of the corporation, the form entitled "Acknowledgment of Officer to Execute Bid on Behalf of a Corporation," as set forth in SECTION 3 - Bid Forms, shall be resubmitted along with the Contract Documents. The submittal of more than one bid from an individual, firm, partnership, corporation, or association under the same or different names will not be considered and will be cause for rejection of all Bids submitted by a BIDDER.

5. BIDDER shall submit with the Bid Proposal Form and all documents as set forth in SECTION 3 - Bid Forms of the Contract Documents. Bidder's attention is drawn to the required forms as set forth in SECTION 3 – Bid Forms which delineates in a checklist format and basic Contract submittal requirements.

6. A BIDDER may withdraw any proposal at any time prior to the hour set for the opening of the Bids in accordance with the provisions provided in 2.7 below.

7. The OWNER reserves the right to reject any and all Bids with or without cause, to waive technical errors and informalities, or to accept that Bid or combination of Bids which in the OWNER's sole and absolute judgment best serves the public interest.

2.3 BID DOCUMENTS:

1. Bid Documents include: SECTION 1 - Advertisement for Bids; SECTION 2 - Information to BIDDERs; SECTION 3 - Bid Forms; Federal Supplemental Requirements (Exhibit A). BIDDERS also must be knowledgeable of Technical Specifications; as well as Construction Drawings each of which provide detailed information on Contract requirements and execution. Each BIDDER must provide Bid Security (SECTION 2) and the Bid Forms (SECTION 3) including any Addenda issued prior to the date of receipt of Bids. All requirements and obligations of the Bidding Documents are hereby incorporated by reference into the Contract Documents and are binding on the successful BIDDER upon award of the contract.

2. BIDDERs may obtain complete sets of the Bidding Documents from the issuing office designated in the Advertisement for Bids (SECTION 1) in the number and for the price, if any, stated therein.

3. BIDDERs shall use complete sets of Bidding Documents in preparing Bids; neither the OWNER nor the ENGINEER shall have any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bid Documents.

4. ENGINEER OF RECORD: Assigned engineer of the engineering material and data contained in the Specifications and Contract Drawings, and in relationship to the Woody Simpson Improvement Project, were prepared under the responsible charge of Andreas H. Kirbach, P.E. (FL Registration No. 49431) of Morgan and Associates Consulting Engineers, Inc., 504 N. Harbor City Blvd. Melbourne, FL 32935.

5. The OWNER, in making copies of the Bidding Documents available on the above terms, does so only for the purpose of obtaining bids on the work and does not confer a license or grant for any other use.

2.4 FEDERAL SUPPLEMENTAL REQUIREMENTS: All bidders are to be knowledgeable and responsible for paying to wages as outlined pertaining to the construction work covered. The work to be performed shall unconditionally adhere to the standards determined by Federal Labor Standards Provision(Exhibit A).

2.5 DEFINITIONS:

1. Agreement: The written Contract between OWNER and CONTRACTOR covering the Work to be performed; other Contract Documents are attached to the Agreement and made a part thereof as provided therein.

2. Total Base Bid: The Total Base Bid amount is the sum stated in the Bid for which the BIDDER offers to perform all Contract Work documented by the Owner not related to extra work, based on scope related contingencies or Add/Deduct Alternatives.

3. Bid: The offer or proposal of the BIDDER submitted on the prescribed form setting forth the prices for the work to be performed.

4. Contract Documents: The Agreement, Addenda (which pertain to the Contract Documents), CONTRACTOR's bid (including documentation accompanying the bid and any post bid documentation submitted prior to the Notice of Award) when attached as an exhibit to the Agreement, the Notice to Proceed, the Bonds, the General Conditions, Certificates of Insurance, the Supplementary Conditions, the Technical Specifications and the Drawings, together with all Written Amendments, Change Orders, Work Change Directives, Field Orders and ENGINEER's written interpretations and the clarifications issued pursuant to Articles 3.8, 3.9.1, and 3.9.3 of General Conditions on or after Effective Date of the Agreement. Shop Drawing submittals approved pursuant to Articles 6.30 and 6.31 of General Conditions, and the reports and drawings referred to in Articles 4.2.1 and 4.3.2 of General Conditions are not Contract Documents.

5. Contractor: The person, firm or corporation with whom OWNER has entered into the Agreement.

6. Engineer: The person, firm or corporation named as such in the Agreement.

7. Owner: The Brevard County Board of County Commissioners.

8. Subcontractor: An individual, firm or corporation having a direct contract with CONTRACTOR or with any other Subcontractor for the performance of a part of the Work at the site.

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

10. Work: The entire completed construction or the various separately identifiable parts thereof required to be furnished under the Contract Documents. Work includes and is the result of performing or furnishing labor, furnishing and incorporating materials and equipment into the construction, performing or furnishing services, and furnishing documents all as required by the Contract Documents.

11. Conformed Copy of Contract Documents: The entire Construction Documents Project Manual in bound form, prepared by the Engineer of Record, with all the completed Contract Forms up to the execution of the Contract including: SECTION 3 - Bid Forms, SECTION 4 – General Conditions with the exception of the non-completed Forms including "unforeseen Changes In The Work forms defined in Article 10 of SECTION 4, and the payment application Forms applicable to Article 14 of SECTION 4; SECTION 5 – Technical Specification under a separate binder, the Conformed Document will include: Contract Addendums issued by Purchasing Services, Schedule of Values, CONTRACTOR's Certificates of Insurance, Pre-Bid Conference Meeting Minutes, and CONTRACTOR's Base Line Preliminary Schedule.

2.5 LOCAL PREFERENCE:

Local preference shall not be applicable for consideration of bid award due to funding source requirements. The entire resolution may be viewed at www.brevardcounty.us/CentralServices/Purchasing.

2.6 TIE BIDS:

1. Award of all tie quotes/bids shall be made by the Purchasing Manager in accordance with State Statutes, which allows a firm certified as a Drug-Free Workplace to have precedence. When evaluation of vendor responses to solicitations results in identical offers, with regards to bids or quotations, or identical ranking with regards to proposals, from two or more vendors, the County shall determine the order of award using the following criteria in order of preference listed below(from highest priority to lowest priority):

   a. For tie-bids, quotations, or proposals, priority shall be given to the vendor certifying that he/she is a Drug-Free Workplace as defined within §287.087, Florida Statutes;

   b. Should a tie still exist, in the case of proposals only, priority shall be given until the tie is broken, to the vendor with the highest total of raw scores for each evaluation criteria, progressing from the highest weighted criteria to the lowest rated criteria. If multiple evaluation criteria have identical weights, the combined total weights of the identically weighted criteria shall be used;

   c. Should a tie still exist for bids, quotations or proposals, priority shall be given to the vendor having a verified business establishment within the boundaries of Brevard County, Florida;

   d. In the event that a tie still exists after progressing through a-c, the decision shall be made by lot or coin toss. The drawing of lots or coin toss shall be conducted in the presence of the affected bidders if they elect to be present.

2.7 WITHDRAWAL OF BID

Bidders will not be allowed to withdraw or modify their bid after the opening date and time. No Bid shall be withdrawn for a period of ninety (90) days from the bid opening date

2.8 PRE-QUALIFICATION OF AWARDED CONSTRUCTION BIDDER:

1. The OWNER requires, by reference to Brevard Policy BCC-28, "Pre-Qualification of Construction Bidders prior to Award" under "Contractor/Subcontractor Evaluations" that the BIDDER be evaluated. This Policy requires the CONTRACTOR and/or Subcontractor to submit documents which will demonstrate that the present organization and prior Work experience is of adequate size and development to maintain responsible control of the project and to schedule, coordinate and perform the Work in an expeditious manner in accordance with the Contract Documents. These documents will provide evidence of adequate project experience, quality workmanship, adherence to project schedule, financial soundness, depth of corporate commitment, ability to provide payment and performance bonds, safety performance, and any other pertinent data obtained from reference checks that is determined by OWNER, and identified below, to be a measure of the CONTRACTOR's/Subcontractors' qualifications. This information will be relied upon and investigated by the OWNER in determining whether the BIDDER is the best responsible and most qualified BIDDER, and that its Subcontractors are qualified to perform the Work of the Contract.

2. **All BIDDERs will be required to submit the information below with their bid submittal due on indicated opening date for review and acceptance by OWNER**. All responsive bidders shall be pre-qualified and Notice of Apparent Lowest BIDDER shall be posted via the bid tabulation per Section 2-Information To Bidders, 2.28, Item #1: Posting of Award Notice. If the low BIDDER does NOT provide adequate documents for review, or the submitted documents give indications of a non-stable or unqualified company, the BIDDER will be rejected and the second low BIDDER shall be designated the "Apparent Lowest Bidder". This process will continue until the lowest responsive, qualified BIDDER is established.

3. THE BIDDER/CONTRACTOR must submit the following qualification documentation with the bid submittal:
   a. Most current two years of audited financial statements. All financial information is confidential and not subject to disclosure under the Public Records Act;
   b. Prior experience of the GENERAL CONTRACTOR, and resumes of BIDDER's key personnel such as Project Manager, Superintendent, and Foreman and must include:
      1) Three (3) comparable demolition or building addition/expansion construction projects that included concrete, asphalt, and stormwater drainage installation or repair within the last ten (10) years. **Each of these three (3) projects must have the bidder acting as General Contractor for construction of a project of similar size, trade and complexity to this project that meets the OWNER's requirements**. The BIDDERs are required to submit details, size of construction, client references, and other information for these 3 projects as part of their bid on the forms provided. Bidders are encouraged to contact their reference as part of the preparation of these forms to make sure they have the correct names and phone numbers and information provided. Failure to provide the contact person responding to phone inquiries, wrong phone numbers or wrong project information will be cause for the bid to be considered non-responsive and be rejected.

2) Resumes of CONTRACTOR's key personnel, including Project Manager, Project Engineer, Superintendent, and Foreman, and include:

i. Project Manager and Project Engineer with similar size contract value project experience and at least one demolition and/or building addition/expansion construction project experience within the past ten (10) years.

ii. Superintendent with at least one demolition project in Florida involving stormwater drainage install and/or repair and earth work.

iii. Resumes of CONTRACTOR's key personnel with be requires to be submitted after bid opening and notice of low bidder.

c. CONTRACTOR's Qualification Statement – AIA Document 305, 1986 Edition (4 pages);

d. If Contract Price is in excess of $100,000.00, then, a letter from a qualified bonding company documenting ability to provide a 100% Performance Bond, 100 % Labor & Material Payment Bond and, a 25% Maintenance Bond in accordance with item 2.13;

e. Separate lists of Subcontractors and Suppliers, and items of Work to be performed by the CONTRACTOR's work force or by the Supplier;

f. Major Subcontractor's Qualification Statement – AIA Document 305, 1986 Edition (4 pages) and the following Subcontractor's pre-qualification documentation including:

1) Resumes of major Subcontractor's key personnel (demolition, concrete sidewalk, driveway asphalt and stormwater drainage install/repair, etc.) including Project Manager, Superintendent, and Foreman, and include: three (3) comparable construction projects within the past ten (10) years.

2) Separate lists of Subcontractors and Suppliers along with a delineation of those items of Work to be performed or supplied by the Subcontractor's work force versus the items of Work to be performed or supplied by the other subcontracted workforces or by other Suppliers.

3) Florida, local and, trade licensing per applicable jurisdiction.

4) Other qualification documentations as listed in individual technical specifications.

4. The OWNER reserves the right to decide the similarity and comparability of the submitted project descriptions to this project and to reject a bid on the basis of lack of prior experience.

5. The OWNER will consider, in determining the qualifications of a BIDDER, or a BIDDER's Subcontractors, the BIDDER's and Subcontractor's record in the performance of any contracts for construction work with the OWNER or with similar public or private bodies or corporations. The OWNER expressly reserves the right to reject the bid and/or Subcontractor of any BIDDER if such record discloses that such BIDDER, in the opinion of the OWNER, is not the best or most qualified BIDDER or that the BIDDER and/or Subcontractor has not properly performed its contracts or has habitually and without just cause neglected the payment of bills, or has otherwise disregarded obligations to subcontractors, material men, suppliers or employees.

6. The OWNER may make such investigation as they deem necessary to determine the responsibility, qualifications, and ability of the BIDDER and/or its Subcontractors to perform the Work, and the BIDDER shall furnish promptly to the OWNER all such information and data for this requested purpose. The OWNER reserves the right to inspect all facilities of the BIDDER and/or Subcontractor in order to make a determination of the foregoing. The OWNER reserves

the right to reject any Bid if the evidence submitted by or investigation of such BIDDER and/or Subcontractor, fails to satisfy the OWNER that such BIDDER is a responsive and responsible BIDDER in accordance with the criteria set forth herein, or that such Subcontractor is qualified. The ability to secure Payment, Performance, and Maintenance Bonds for the Work shall not be conclusive evidence of BIDDER and/or Subcontractor's financial responsibility. Conditional Bids will not be accepted.

2.9 BIDDER'S REPRESENTATIONS:

1. Each BIDDER, by submitting a bid, understands the OWNER is relying upon the bid and the representations contained therein in awarding the Contract and represents that:

   a. The BIDDER has read and understands that the Bidding Documents and Bid are made in accordance therewith; and the BIDDER agrees to be bound by the terms and requirements set forth in the Bidding and Contract Documents. Failure of the Successful BIDDER to have read and become thoroughly familiar with the Drawings, Specifications, and other Contract Documents will not relieve the successful BIDDER of the obligation to furnish all labor, materials, and equipment necessary to carry out the provisions of the Contract Documents and to complete the contemplated Work for the consideration set forth in the Bid. BIDDER specifically waives any such claim(s). No effort is made to emphasize any particular provision of the Bid Documents, but BIDDERs must familiarize themselves with every provision and its effect. The OWNER and ENGINEER make no representations other than those stated or shown directly in the Bid Documents.

   b. The BIDDER has visited the site, has become familiar with the local conditions under which the Work is to be performed in accordance with the plans and specifications, and has correlated the BIDDER's observations with the requirements of the Contract Documents.

   c. The Bid is based upon the materials, systems and equipment required by the Bidding Documents without exception. Further, all material and equipment provided by the BIDDER is thoroughly adequate for the Work for which it is used.

   d. The BIDDER has the capability, in all respects, and the moral and business integrity, reliability, technical ability, financial resources, plant management, superintendence, equipment and materials which will assure effective and efficient good faith performance in full compliance with the Contract Documents and with any and all schedules and milestone and completion dates required by the OWNER. The BIDDER acknowledges and represents that the BIDDER has made allowances for normal inclement weather indigenous to the Project Site in estimating, planning and scheduling of the Work. The BIDDER hereby certifies that the Work shall be completed, in place, in full accordance with the Contract Documents, within the time limits specified.

2. BIDDER shall submit all other pre-qualification documents identified herein or as requested with the bid submittal and prior to award of the Contract. OWNER shall consider such matters as it deems fit as to each Subcontractor and how, if at all, it impacts on BIDDER's responsibility, fitness or ability to perform this Contract. .

3. The BIDDER agrees that upon receipt of the Notice of Award of the Contract, the BIDDER will execute the formal Contract, and will deliver all bonds and proof of insurance coverage as required by the Contract Documents.

4. The BIDDER agrees to execute the formal Contract, including bonds and proof of insurance, within ten (10) days from the date of Notice of Award. Failure or refusal of the Successful BIDDER to execute the Contract within the allotted time or to furnish the required insurance certificates and bonds will result in Successful BIDDER forfeiting the full amount of the Bid Security and the OWNER retaining the Bid Security not as a penalty, but as liquidated damages. It is agreed that the sum of the Bid Security is a fair estimate of the amount of damages that the OWNER will sustain in the event one of the foregoing circumstances occurs. No plea of mistake in the Bid or misunderstanding of the conditions of forfeiture shall be available to the Successful BIDDER for the recovery of the amount of the Bid Security or as a defense to any action based upon the foregoing failure by the Successful BIDDER.

5. BIDDER acknowledges that any and all cost incurred by the BIDDER while responding to the OWNER's bid process is solely the responsibility of the BIDDER. The OWNER assumes no responsibility whatsoever for any such cost.

6. The BIDDER agrees that the contract time as stated in this request for bids is reasonable and adequate for submittals, redesigns, normal inclement weather and redrawing as may be required and acknowledges that the work shall be substantially complete within one hundred (100) days from the date when the Contract Time commences to run and complete and ready for final payment in accordance with Article 14 of SECTION 4 - **General Conditions within one hundred eighty (180) days from the date when the Contract Time commences.** The date Contract Time commences is stated in the General Conditions and is the date stated on the Notice to Proceed.

2.10 BID SECURITY:

1. Each bid must be accompanied by **either**: (1) cash, (2) a Cashier's or Certified Check of the BIDDER, made payable to the OWNER, or (3) a BIDDER'S bond utilizing the form provided in the contract documents, in an amount not less than 5% of the amount of the bid. **DO NOT MODIFY OR RE-ISSUE THE BID SECURITY BOND FORM. USE THE FORM PROVIDED IN THE CONTRACT DOCUMENTS ONLY. FAILURE TO USE THE FORM PROVIDED IN THE CONTRACT DOCUMENTS MAY RESULT IN DISQUALIFICATION OF THE BIDDER.** A cashier's check shall have the necessary State of Florida documentary stamps attached. Cash and checks will for purposes of this provision, the amount of the Bid shall be the Base Bid plus all positive amount alternates. Cash shall be United States currency. Any submitted certified check or cashier's check shall be drawn on a solvent bank or trust company approved by the OWNER, made payable to the OWNER (Purchasing Services Office), and accompanied by all necessary documentary revenue stamps, required by law. Personal checks or company checks will not be accepted. The letter of credit must be issued by a depository on the most current list of authorized financial institutions by the Florida Department of Insurance and Treasurer. The Bid Security Bond shall be issued by a surety company duly authorized by the Florida Department of Insurance to conduct business in Florida, listed on the U.S. Treasury List, and otherwise acceptable to the OWNER (Purchasing Services Office).

   If the BIDDER is a partnership, the bond shall be signed by each of the individuals who are partners; if a corporation, the Bond shall be signed in the correct corporate name by a duly

authorized officer, agent, or attorney-in-fact. There shall be executed an appropriate number of counterparts of the Bond corresponding to the number of counterparts in the Contract. The Bid Security Bond shall be issued or countersigned by a local procuring agent who is a resident of the State of Florida. Satisfactory evidence of the execution authority of the person or persons executing the Bid Security Bond shall be submitted with the bond. The Bid Bond shall be executed by the BIDDER as principal. No Bid may be withdrawn for a period of ninety (90) calendar days after the Bid opening thereof.

2. Said Bid Security is given as a guarantee that the BIDDER will enter into the Contract, provide Certificates of Insurance, and furnish Performance, Payment and Maintenance Bonds, if awarded the Work. Failure or refusal of the Successful BIDDER to execute the Contract within ten (10) days after the BIDDER has received Notice of Award of the Contract, or to furnish the required insurance certificates and bonds will result in Successful BIDDER forfeiting the full amount of the Bid Security and the OWNER retaining the Bid Security not as a penalty, but as liquidated damages. It is agreed that the sum of the Bid Security is a fair estimate of the amount of damages that the OWNER will sustain in the event one of the foregoing circumstances occurs. No plea of mistake in the Bid or misunderstanding of the conditions of forfeiture shall be available to the Successful BIDDER for the recovery of the amount of the Bid Security or as a defense to any action based upon the foregoing failure by the Successful BIDDER.

3. The Bid Security will only be returned upon request and retained as part of the official file. If ninety (90) days have passed after the date of the formal opening of the bids and no contract has been awarded, the bid security of any bidder will be returned upon written request of bidder, provided that the Bidder has not been notified of the acceptance of the bid. If, at the OWNER's request, the BIDDER agrees to extend and maintain the bid beyond the specified ninety (90) calendar days, the Bid security will not be returned. BIDDER hereby agrees that all Bid prices are firm, fixed prices which the OWNER may accept up to ninety (90) calendar days from Bid opening.

2.11 SITE CONDITIONS AND CONDITIONS OF THE WORK:

1. Each BIDDER must be acquainted thoroughly as to the character and nature of the Work to be done prior to the submittal of the Bid. Each BIDDER furthermore must make a careful examination of the site of the Work and become fully informed as to the conditions to be encountered in the performance of the Work, including but not limited to: (1) the conditions bearing upon delivering, storing and placing materials and equipment; (2) the availability of labor, water, electrical power, utilities, and roads; (3) uncertainties of weather, river stages, tides or other similar physical conditions; (4) the conformation and conditions of the ground; and (5) the character of equipment and facilities needed preliminary to and during Work performance. The BIDDER also acknowledges that it has satisfied itself as to the character, quality, and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site, including all exploratory work done by the ENGINEER, public and private agencies, and from the Drawings and Specifications made a part of this Contact.

2. No plea of ignorance of conditions that exist or may hereafter exist on the site of the Work, or difficulties that may be encountered in the execution of the Work, including weather conditions, as a result of failure to make necessary investigations and examinations, will be accepted as an excuse for any failure or omission on the part of the Successful BIDDER to fulfill

in every detail all the requirements of the Contract Documents and to complete the Work for the consideration set forth therein, or as a basis for any claim whatsoever from the BIDDER. BIDDER specifically waives any such claim(s).

3. Insofar as possible, the Successful BIDDER, in carrying out the Work, must employ such methods or means as will not cause interruption of or interference with the Work of the OWNER, or any separate contractor.

4. The OWNER and ENGINEER assume no responsibility for any conclusions or interpretations made by the BIDDER based on the information made available by the OWNER. Nor does the OWNER or ENGINEER assume responsibility for any understanding reached or representation made concerning conditions which can affect the Work by any of its officers or agents before the execution of this Contract, unless that understanding or representation is expressly stated in this Contract.

5. Existing utilities and facilities are shown on the Contract Drawings only for the convenience of all parties concerned and were established without guarantee as to their accuracy or completeness of location. Because of conflicting and sometimes erroneous information, certain facilities may not be located precisely as shown, or may be omitted entirely. Prior to performing any Work, the CONTRACTOR shall determine, by site inspection or otherwise, all pertinent data concerning the existing utilities, electrical, structures, and facilities, including the request of each utility agency to advise on the location of their facilities in the Work vicinity.

6. The CONTRACTOR shall be completely responsible for the relocation, as required, of existing utilities and structures with such Work accomplished at no additional cost to the OWNER as shown or indicated in the Contract Documents. The OWNER and ENGINEER will assume no liability for damages sustained or costs incurred because of the CONTRACTOR's operations in the vicinity of the existing utilities or structures. The CONTRACTOR shall schedule Work in such a manner as to avoid being delayed by the utility companies' relocating or supporting their utilities. No compensation shall be made for such loss of time.

7. The position of certain structures and utilities directly affects the proposed construction. Therefore, in order to ensure that the Work can actually be positioned as planned, the CONTRACTOR shall make any excavation necessary for location of structures and utilities prior to construction of that particular portion of the job.

8. All surface or underground structures encountered in excavation, whether shown on the Drawings or not are to be carefully protected from injury or displacement, and all damage to such structures is to be completely repaired within a reasonable time; otherwise, the OWNER may give twenty-four (24) hours notice to the CONTRACTOR, and then repair the damage at the CONTRACTOR's expense. All such repairs made by the CONTRACTOR are to be made to the satisfaction of the OWNER; all damaged pipes must be replaced or prevented from leaking. Also, all such repairs are to be inspected by the ENGINEER prior to covering. The CONTRACTOR must carefully protect from disturbance or injury all monuments, stakes, and bench marks, and shall not excavate nearer than five feet to any of them until they have been removed, witnessed, or otherwise disposed of as directed by the OWNER.

9. The CONTRACTOR shall employ a Land Surveyor licensed to practice in the State of Florida to set all the required controls for the Work. Information regarding existing bench marks, if any, is shown on the Drawings. CONTRACTOR shall provide all temporary and permanent bench marks required for the performance of the Work as specified in the Contract Documents.

2.12 BIDDER'S QUESTIONS, ADDENDA AND INTERPRETATIONS:

1. Prior to submission of their Bid, BIDDERs shall promptly notify the Purchasing Services Office of any ambiguity, inconsistency or error discovered upon examination of the Bidding and Contract Documents or of the site and local conditions. No interpretation of the meaning of the Drawings, Specifications or other Contract Documents shall be considered binding unless provided in writing by the Purchasing Services Office. No oral interpretation, instruction, or information concerning this Bid given by any employee or agent of the OWNER shall be binding on the OWNER or ENGINEER, nor may BIDDER rely on any such pre-bid statements in completing the Bid.

2. All requests for such interpretation or other comments by all prospective BIDDERs, material suppliers, vendors, etc. shall be addressed, in writing, to **April Chapman, c/o the Purchasing Services Office, 2725 Judge Fran Jamieson Way, Bldg. C, Suite C-303 Viera, Florida 32940 via Fax (321) 617-7391; or email to april.chapman@brevardcounty.us.** Questions must be submitted no later than 5:00 p.m. ten (10) days prior to the due date and time.

3. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the Bidding Documents which, if issued, will be delivered or faxed to all prospective BIDDERs (at the respective addresses furnished for such purposes) prior to the date or time fixed for the opening of Bids. Neither the ENGINEER nor the OWNER will be responsible for any other explanations or interpretations of the Contract Documents. All Addenda so issued shall become part of the Contract Documents.

4. Each BIDDER shall ascertain prior to submitting a Bid that the BIDDER has received all Addenda issued, and the BIDDER shall acknowledge receipt and inclusion in the Bid of all Addenda. If receipts of the Addenda are not acknowledged, the submission of the Bid shall be accepted as if the Addenda were received and accepted. Failure of the BIDDER to receive an Addendum shall not relieve the BIDDER of any obligation under the Bid as submitted.

2.13 SECURITY FOR FAITHFUL PERFORMANCE:

1. If the Contract Price amount exceeds $100,000.00, the successful BIDDER shall furnish and record in the official records of Brevard County a Performance Bond in an amount equal to one hundred percent (100%) of the Contract Price as security for the faithful performance of this Contract, a Labor & Material Payment Bond in an amount not less than one hundred percent (100%) of the Contract Price, as security for the payment of all persons performing labor and furnishing materials under this Contract, and a Maintenance Bond in an amount not less than twenty-five percent (25%) of the final Contract Price. The Maintenance Bond shall remain in force for two (2) years after the date when Final Payment becomes due. Each Bond shall be in the form set forth in the Contract Documents and shall be written by sureties duly authorized by the Florida Department of Insurance to conduct business in the State of Florida; currently listed on the approved U.S. Treasury List of Sureties; and otherwise acceptable to the OWNER. If the CONTRACTOR is a partnership, the Bond corporate name by a duly authorized officer, agent or attorney-in-fact. There shall be executed an appropriate number of counterparts of the bond corresponding to the number of counterparts in the Contract. Each Bond shall be issued or countersigned by a local procuring agent who is a resident of the State of Florida. Satisfactory evidence of the execution authority of the person or persons executing the Bid Security Bond must be submitted with the Bond.

2. In cases where the amount of the surety bond exceeds $500,000, the surety company shall also have A.M. Best's Financial Performance Rating of no less "A " with a financial size category ranking as follows:

Bond Amount Up to:	Financial Class (AIA Standard)
$ 1,000,000	V
$ 2,500,000	VI
$ 5,000,000	VII
$ 10,000,000	VIII
$ 25,000,000	IX
$ 50,000,000	X
$ 75,000,000	XI
$100,000,000	XII

3. A letter of credit, assignment of a certificate of deposit, or cash shall be permitted in lieu of a surety insured bond for construction projects on public buildings or public works projects when the contract price exceeds $100,000. Any such substitute surety shall contain a provision to the effect that each surety shall reimburse the OWNER for all costs, including attorney's fees, sustained by the OWNER in enforcing a surety's obligation to the OWNER. Substitute sureties must conform to the following standards:

   a. All letters of credit and accompanying performance sureties shall be in the form prescribed and approved by the OWNER. All letters of credit shall be issued by a federal or state chartered bank or savings and loan association doing business in Brevard County, Florida, and shall provide the following:

      i. A date of expiration at least fourteen months beyond the date of written final acceptance of the Project by the OWNER.

      ii. A business office in Brevard County, Florida at which drafts against the letter of credit may be presented.

   b. All assignment of certificates of deposit and accompanying performance sureties shall be in the form prescribed and approved by the OWNER. All certificates of deposit shall be issued by a federal or state charted bank or savings and loan association doing business in Brevard County, Florida, and shall accompany the assignment.

   c. Cash shall be United States currency, or a certified or cashier's check in the amount of the total cost of the Project.

4. Florida Statute 255.05 requires that Payment and Performance Bonds for public construction projects over $200,000 be recorded with the Clerk of the Court. The awarded

CONTRACTOR will be required to submit original proof of recording with presentation of the Bonds to the Housing and Human Services Department.

5. The Performance Bond, the Labor & Material Payment Bond and, the Maintenance Bond shall be in separate instruments and the original bonds shall be delivered to the OWNER and date stamped at front desk of the Housing and Human Services Department located at 2725 Judge Fran Jamieson Way, Bldg B, Viera, Florida 32940, not later than the date of execution of the Contract. No Work or on site mobilization may proceed until all bonds are executed, delivered to OWNER and properly recorded by the CONTRACTOR.

2.14 TIME FOR COMPLETION AND LIQUIDATED DAMAGES FOR NON- COMPLETION:

The time for completion of this Contract and liquidated damages for non-completion within the stipulated time shall be as fixed per the executed contract agreement.

2.15 BIDDERS REFERRED TO LAWS:

1. The attention of BIDDERs is called to the provisions of all Federal, Municipal, County and State laws, regulations, ordinances and resolutions, including but not limited to, the Equal Opportunity and the Construction Safety Resolutions; Chapter 6A-2 FAC; Florida Statute 553, The Trench Safety Act; as well as laws, regulations, ordinances, resolutions and permits relating to obstructing streets, maintaining signals, storing and handling of explosives, or affecting the BIDDER, the BIDDER's employees, or the Work hereunder in relation to the OWNER or any other person. The BIDDER shall obey all such laws, regulations, ordinances, permits or resolutions controlling or limiting contractors while engaged in the prosecution of Work under this Contract.

2. The provisions of this Contract shall be interpreted in accordance with the laws of Florida and in accordance with the laws, ordinances, regulations, permits and resolutions of Brevard County, if applicable.

3. The BIDDER hereby agrees and shall be solely responsible for ensuring that all Subcontractors make themselves fully aware of the requirements of any applicable Federal, Municipal, County and State laws, regulations, ordinances and resolutions. The BIDDER further agrees that neither the OWNER nor its ENGINEER shall be responsible for ensuring compliance or notification of any changes or modifications to any such applicable Federal, Municipal, County, and State laws, regulations, ordinances and resolutions.

2.16 COUNTY SEAL

Use of the County Seal or Logo without the express approval of the Board of County Commissioners is a violation of Section 165.043, Florida Statutes, punishable as a misdemeanor.

2.17 TAXES

All applicable Federal, State and local taxes shall be included in the BIDDER's proposal. OWNER reserves the right to direct the purchase of materials at BIDDER's negotiated prices with material providers in order to take advantage of the OWNER's tax exempt status.

2.18 CONSTRUCTION RIGHTS:

1. The OWNER has easements, and other construction rights to assure sufficient right-of-way and permission to construct the Project. These permits, easements and agreements, if any, may

contain conditions which are binding upon the CONTRACTOR. Specifically, the CONTRACTOR shall be responsible for payment of all costs or charges by other than the OWNER for, but not limited to the following and, shall have included all such costs in the prices stated in the Bid:

a. Licenses required by law.
b. Inspection or construction supervision fees charged by utility companies, electrical companies, railroad companies, public authorities, or others.
c. All charges by others for assistance to the CONTRACTOR for such Work as supporting, replacing, moving or providing protection for their facilities as necessitated by the CONTRACTOR's operations.
d. All cost of restoration of the Work site to the OWNER's satisfaction to a condition equal to or better than that prior to construction.
e. All cost of restoration to the OWNER's satisfaction of pavements and structures damaged by the CONTRACTOR's operation. Likewise, the CONTRACTOR shall pay all costs of restoring all Work areas and all areas where construction materials are stored, whether new materials to be installed or materials removed from the Work area incidental to the Work to the satisfaction of the OWNER.
f. All public liability, property damage and contractual liability insurance required by others to permit the CONTRACTOR's operations.

Copies of such permits, easements, and agreements, if requested will be furnished to the CONTRACTOR prior to commencement of the Work by the ENGINEER.

2.19 RIGHT TO REJECT BIDS

The OWNER expressly reserves the right to reject any or all bids, to waive any informalities or minor irregularities in the Bids received, and to accept that bid which in its judgment, best serves the interest of the OWNER. OWNER hereby retains full discretion to determine the responsiveness of the Bid and BIDDER's qualifications, character, fitness and experience to perform the Work.

2.20 DOMESTIC MATERIALS

The CONTRACTOR shall make maximum use of domestic construction materials manufactured in the United States of America. The use of non-domestic construction materials will be permitted only in case of the non-availability of domestic construction materials.

2.21 EQUAL PRODUCTS AND SUBSTITUTIONS:

1. Unless otherwise provided in the Contract Documents the naming of a certain brand, make or manufacturer or article, device, product, material, fixture, form or type construction by name, make or catalog number, shall convey the general style, type, character and standard of quality of the article desired and shall not be construed as limiting competition. Any BIDDER, in such cases, may, with ENGINEER and OWNER approval, use any article, device, product, material, fixture, form or type of construction which in the judgment of the ENGINEER and OWNER is equal to that specified considering quality, durability, appearance, strength, workmanship, economy of operation, life cycle cost, suitability for the purpose intended, and acceptability for use on the project. **BIDDER shall disclose and provide supporting documentation and/or signed technical report(s) or laboratory test results for any substitution or alternative product at least ten (10) business days PRIOR to the bid opening for review and approval.** Approval by the ENGINEER and OWNER prior to bid opening will be in the form of an addendum issued by Purchasing Services to the Specifications issued to all prospective BIDDERs indicating that the additional makes or brands are equivalent to those specified. Before execution of the contract,

substitution of equipment or material of makes or types other than those named in the Contract will be subject to review.

2. After the execution of the Contract, substitution of equipment or material of makes or types other than those named in the Contract will be subject to approval per the General Conditions.

2.22 LOCATION OF WORK:

The site of the proposed work is at the **Woody Simpson Park, 1590 Schoolhouse St., Merritt Island, FL 32953.**

The site plan, where the work is proposed to be performed, and construction limit lines are shown on the bid construction drawings.

2.23 HOURS OF WORK:

1. The BIDDER is hereby informed and understands that the OWNER restricts work to between the hours of 7:30 A.M. and 5:30 P.M., Monday through Friday, excluding Brevard County holidays. If deemed necessary, off-hour Work may be authorized by the OWNER, if requested in writing 72 hours in advance by the CONTRACTOR.

2. Any authorization by OWNER to extend normal work hours will be contingent upon CONTRACTOR paying additional expenses incurred by OWNER including, but not limited to additional ENGINEER's fees, and shall not be considered approval of or requirement to accelerate the work or pay BIDDER overtime or holiday wages.

2.24 PREPARATION AND SUBMITTAL OF BID FORM:

1. An original and one (1) copy utilizing the Bid Proposal Form (SECTION 3) as set forth herein, or otherwise provided in the Contract Documents, and shall be complete in every respect with all blank spaces filled in or notated as not applicable. No changes shall be made in the phraseology of the forms or in the items mentioned therein. The total Bid amount shall be entered in words and figures in the space provided. Where applicable, the unit price, alternate price or lump sum items, and their extensions, shall be entered in figures in the respective columns provided for each Bid item. All entries shall be typewritten or printed in ink. In case of any discrepancy between the written amounts and the figures, the written amounts shall govern. Each BIDDER must sign the Bid with BIDDER's full name and address. In cases where a firm or corporation submits a Bid, the Bid must be signed by the officer or officers authorized by the corporation's bylaws, with its official seal affixed hereto. The signatures of all persons shall be in longhand. Any entry of amount that appears on the face of the Bid to have involved an erasure, deletion, white-out and/or substitution or other such change or alteration, shall show by them the initials of the person signing the Bid and the date of the change or alteration. Failure to comply with this requirement may be cause for disqualification or rejection of the Bid. A Bid may be rejected which contains any omissions, alterations, additions, irregularities of any kind, or items not called for, or which does not contain prices set opposite to each of the items in the Bid Proposal Form (SECTION 3), or in which any of the prices are obviously unbalanced, or which shall in any manner fail to conform to the conditions of the published notice inviting bids.

2. For Unit Price Bids, in the event of any discrepancies between the unit prices and the extensions thereof or the total bid amount, the unit prices shall govern. For Lump Sum Bids, in the event of a discrepancy between the Bid amount in writing and that in figures, the written value shall govern.

3. Bids shall not contain any conditions, restatement or qualifications of Work to be done, and alternate Bids will not be considered unless requested by the OWNER. No oral Bids or oral modifications will be considered.

2.25 MODIFICATION OR WITHDRAWAL OF BID:

1. Prior to the time and date designated for receipt of Bids, any Bid submitted may be modified or withdrawn by notice to the Purchasing Services Office at the address shown above for receipt of Bids. Such notice shall be in writing over the signature of the BIDDER or by facsimile; if by facsimile, written confirmation over the signature of the BIDDER shall be mailed and postmarked on or before the date and time set for receipt of Bids, and it shall be so worded as not to reveal the amount of the original Bid.

2. Withdrawn Bids may be resubmitted to the Purchasing Services Office at the address shown above for receipt of Bids up to the time designated for the receipt of Bids provided that they are fully in conformance with this Information for BIDDERs.

3. Bid Security, if any is required, shall be in an amount sufficient for the Bid as modified or resubmitted.

2.26 DETAILED BID BREAKDOWN:

1. The OWNER requires as part of the Bid submittal, that the BIDDER shall provide a detailed breakdown and internal job cost estimate in the form of the Estimating Worksheet (SECTION 3) of their Bid acceptable to the OWNER. In addition to verifying accounting requirements, the breakdown may be used by the OWNER to determine whether the BIDDER has grossly misjudged the requirements of any area. Failure to provide clarification of the requested detailed breakdown within twenty four (24) hours of the request may result in rejection of the Bid proposal or, if after Contract award, may be deemed a default or breach of the Contract.

2. The bid provided in the Bid Form is considered the CONTRACTOR's bid. Any errors including math error in preparation of the Bid Proposal Form does not change the CONTRACTOR's bid.

2.27 AWARD OF CONTRACT:

1. The Contract will be awarded to the lowest, responsive and qualified BIDDER, whose Bid is considered to be in the best interest of the OWNER. This determination will be in the sole discretion of the OWNER and based upon the character, fitness, experience, history and financial status of the BIDDER.

    a. The Lowest BIDDER is determined by the aggregate amount of the lump sum and unit prices set forth in the Bid Proposal Form, if work is bid on a unit price basis, and/or the aggregate amount of the Base Bid. Alternates will be placed in a pre-selected order. **Award of the Contract will be based upon the Total Base Bid amount, all bid alternatives the owner elects, and conformance of the BIDDER to the Contract requirements.**

    b. A Responsive BIDDER shall mean a BIDDER who has submitted a Bid which conforms, in all material respects, to the Bidding Documents.

c. Qualified BIDDER shall mean a BIDDER who has the capability, in all respects, to perform fully the Contract requirements and the BIDDER's moral and business integrity and reliability which will assure good faith performance. In determining qualification, the following criteria will be considered:

i. The ability, capacity and skill of the BIDDER to perform the Contract or provide the service required;

ii. Whether the BIDDER can perform the Contract or provide the service promptly, or within the time specified, without delay or interference;

iii. The character, integrity, reputation, judgment, experience and efficiency of the BIDDER;

iv. The quality of performance of previous contracts or services. For example, the following information will be considered:

a) The administrative and consultant cost overruns incurred by OWNER on previous contracts with BIDDER,

b) The BIDDER's compliance record with contract general conditions and administrative requirements on other projects,

c) The submittal by the BIDDER of excessive and/or unsubstantiated extra cost proposals and claims on other projects,

d) The BIDDER's record for completion of the Work within the Contract Time or within Contract Milestones and BIDDER's compliance with scheduling and coordination requirements on other projects,

e) The BIDDER's demonstrated cooperation with the OWNER, ENGINEER and other contractors on previous contracts,

f) Whether the Work performed and materials furnished on previous contracts were in accordance with the Contract Documents;

g) The BIDDER's compliance and cooperation with warranties on other projects.

v. The previous and existing compliance by the BIDDER with laws and ordinances relating to contracts or services;

vi. The sufficiency of the financial resources and ability of the BIDDER to perform the Contract or provide the service;

vii. The quality, availability and adaptability of the goods or services to the particular use required;

viii. The ability of the BIDDER to provide future maintenance and service for the warranty period of the Contract;

ix. Whether the BIDDER is in arrears to any owner on debt or BIDDER is a defaulter on surety to any owner;

x. Such other information as may be secured by the OWNER having a bearing on the decision to award the Contract, to include, but not limited to:

a) The ability, experience and commitment of the BIDDER to properly and reasonably plan, schedule, coordinate and execute the work.

b) Whether the BIDDER has ever been debarred from bidding by any other public or private owner or found ineligible for Bidding on any other projects.

c) BIDDER's litigation history and reputation with owners for whom BIDDER has previously worked.

d) BIDDER's acknowledgment of Public Entity crime statement, which must be read prior to submitting a Bid.

e) Whether BIDDER's contract on other projects has ever been terminated.

2. The purpose of the above is to enable the OWNER to select the bid which is in the best interests of the OWNER. The ability of the low BIDDER to provide the required bonds will not of itself demonstrate responsibility of the BIDDER.

3. The OWNER reserves the right to defer award of this Contract for a period of ninety (90) days after the due date of bids. During this period of time, the BIDDER shall guarantee the prices quoted in the bid.

4. The BIDDER is advised that the OWNER reserves the right to delete or add to any items of the Work which, in OWNER's opinion, should be adjusted in order to bring the Contract Price within the money budgeted. Assurance is granted that such changes will not exceed twenty-five percent (25%) of the Contract award.

5. Within ninety (90) days after the opening of Bids, OWNER will accept one of the bids or reject all Bids. The acceptance of the Bid will be by notice in writing signed by the OWNER or OWNER's representative, mailed to or delivered at the office designated in the bid. If no Contract has been awarded or the BIDDER has not been notified of the acceptance of their Bid, within ninety (90) calendar days of the Bid opening, the BIDDER may withdraw the Bid and request the return of the Bid security. If, at the OWNER's request, the BIDDER agrees to extend and maintain the Bid beyond the specified ninety (90) calendar days, the bid security will not be returned. BIDDER hereby agrees that all Bid prices are firm, fixed prices which the OWNER may accept up to ninety (90) calendar days from bid opening.

6. Bid files may be examined during normal working hours, after the Bid opening, by appointment.

2.28 VENDOR COMPLAINTS AND DISPUTES:

Brevard County encourages prompt and fair handling of all complaints and disputes with the business community. In order to resolve disputed matters in an equitable manner, the following selection process and procedures are adopted:

1. POSTING OF AWARD NOTICES:

a. Formal Sealed Bid/Quotes: No later than three (3) business days after the bid opening the Purchasing Manager or his/her designee shall post a tabulation of competitive sealed bids/quotes on a bulletin board located in or near the Purchasing Services Office and will issue a copy to each Bidder. The apparent low bid/quote will be the intended award recommendation. If after posting the bid tabulation, the apparent low bid/quote is found to be non-responsive to the

contract documents the apparent low bidder will be notified and the apparent low bid/quote will be re-issued. The time for filing a protest in the form of a Bid Challenge will begin the date of the later posting.

b. Formal Sealed Proposals: No later than three (3) business days after the Prequalification Evaluation Committee recommendations are finalized the Purchasing Manager or his/her designee shall post the committee's ranking and recommended award for bids.

2. PROCEEDINGS:

a. Any bidder, quoter or proposer who is allegedly aggrieved in connection with the solicitation or pending award of a contract must file a formal written protest with the Purchasing Manager within five (5) business days of the posted intended award recommendation.

b. The formal written protest shall reference the bid/quote/proposal number, and shall state with particularity the facts and laws upon which the protest is based, including full details of adverse affects and the relief sought.

c. Within seven (7) calendar days of receipt of the formal written protest the Purchasing Manager will arrange a meeting of the Protest Committee and the affected parties. The Protest Committee shall consist of two (2) Department Directors or designees, both of whom must be from an organizational group which the user department or group is not assigned; one (1) Assistant County Manager, who must be from an organizational group which the user department or group is not assigned under. The Purchasing Manager shall act as a non-voting Hearing Coordinator and the County Attorney or designee may be requested to attend as a non-voting member. The Purchasing Manager or designee shall record the meeting and provide any information as the committee may request. The purpose of the meeting of the Protest Committee is to provide an opportunity to:

(1) Review the basis of the protest;

(2) Evaluate the facts and merits of the bid protest; and

(3) If possible, reach a resolution of the protest that is acceptable to the affected parties.

For the purpose of the Protest Committee hearing, resolution shall mean that the Protestor finds the decision of the Protest Committee acceptable.

d. In the event the matter is not resolved with the Protestor's acceptance of the Protest Committee's decision, the Purchasing Manager will schedule the recommended award including the details of the protest and the Protest Committee's recommendation before the Board of County Commissioners via Board Agenda. The County Manager, prior to approval and placement on the Board agenda, may elect to resolve the matter before presentation to the Board. In the event that the County Manager cannot bring the matter to resolution, a copy of the Agenda Report shall be furnished immediately to all affected parties. The affected

parties may appear before the Board of County Commissioners as a final means of administrative remedy.

3. STAY OF PROCUREMENTS DURING PROTESTS:

Failure to observe any or all of the above procedures shall constitute a waiver for the right to protest a contract award. In the event of a timely protest under the procedure, the County shall not proceed further with solicitation or with the award until a recommendation is made by the Committee, or a written determination is made by the County Manager that the award must be made without delay in order to protect the public interest. Invoice disputes between an awarded vendor and user agency will follow the guidelines set forth in the latest version of Administrative Order: AO-33, Prompt Payment of Invoices.

BREVARD COUNTY RESERVES THE RIGHT TO REJECT ANY OR ALL BIDS, TO WAIVE INFORMALITIES, AND TO ACCEPT ALL OR ANY PART OF ANY BID AS MAY BE DEEMED TO BE IN THE BEST INTEREST OF THE COUNTY.

Unless otherwise noted, payment of goods or services provided as a result of this solicitation will be made per Florida Statute. All first time vendors must submit a W-9 form to Housing and Human Services Management Department and County Finance.

2.29 NON-LOBBYING STATEMENT

The Brevard County Board of County Commissioners requires compliance with the following non-lobbying statement:

"All firms are hereby placed on notice that the County Commission and staff shall not be contacted about this Bid. Firms and their agents are hereby placed on notice that they are not to contact members of the Board of County Commissioners or staff (with the exception of the designated liaison). Public meetings and public deliberations of the Selection Committee are the only acceptable forum for the discussion of merits of products/services requested by the Advertisement for Bids; and written correspondence in regard to this Bid may be submitted to the County Administrator. Each Bid will have one non-voting member designated who will serve as the liaison. The liaison for this Bid is **April Chapman, Brevard County Purchasing Services Office, 2725 Judge Fran Jamieson Way, Bldg. C, Suite C-303 Viera, FL 32940 via fax (321) 617-7391; or email** april.chapman@brevardcounty.us. Failure to adhere to these requirements could result in Board action to disqualify your firm from consideration of award."

2.30 INDEMNIFICATION CLAUSE

To the fullest extent permitted by Laws and Regulations, BIDDER/CONTRACTOR shall indemnify and hold harmless OWNER, ENGINEER, ENGINEER's Consultants and the officers, directors, employees, agents and other consultants of each and any of them from and against all claims, costs, losses and damages (including but not limited to all fees and charges of engineers, architects, attorneys and other professionals and all court or other dispute resolution costs) caused by, arising out of or resulting from the performance of the Work, provided that any such claim, cost, loss or damage: (i) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting there from, and (ii) is caused in whole or in part by the negligence, recklessness, or intentional wrongful misconduct of BIDDER/CONTRACTOR, any Subcontractor, any Supplier, any person or organization directly or indirectly employed or utilized to perform or furnish any of the Work. The BIDDER/CONTRACTOR

acknowledges that specific consideration has been received in the lump sum portion of the bid for this hold harmless/indemnification provision.

2.31 INSURANCE REQUIREMENTS:

1. The CONTRACTOR providing services under this Contract will be required to procure and maintain, at their own expense and without cost to the OWNER, until final acceptance of the Work by the OWNER of all products or services covered by this Contract, the types of insurance and coverage by licensed sureties as specified. The policy limits required are to be considered minimum amounts. Insurance requirements include but are not limited to:

   a. WORKER'S COMPENSATION AND EMPLOYERS LIABILITY INSURANCE covering all persons conducting operations on the County's premises or on behalf of the County.

   b. GENERAL LIABILITY INSURANCE policy with a $1,000,000 combined single limit for each occurrence to include the following coverage: operations, products and completed operations, personal injury, contractual liability covering this Contract, and "X-C-U" hazards.

   c. AUTO LIABILITY INSURANCE which includes coverage for all owned, non-owned and rented vehicles with a $1,000,000 combined single limit for each occurrence.

   d. BUILDERS RISK for the total construction cost of the project if applicable, or an installation floater in lieu of builders risk insurance with coverage limits at least equal to 50% of the contract price

   e. FLOOD INSURANCE covering Work within designated flood hazard areas as defined by Public Law 93-234 (Flood Disaster Protection Act).

2. CONTRACTOR will provide certificates showing that these policies may not be canceled, modified, or permitted to expire without **thirty (30) days** prior written notice to the OWNER. The General Liability and Auto Liability certificates of insurance shall indicate that the policies have been endorsed to cover the OWNER and ENGINEER as an additional insured.

3. The insurance coverage enumerated above constitutes the minimum requirements and shall in no way lessen or limit the liability of the CONTRACTOR under the terms of the Contract. **Subcontractor's insurance shall be the responsibility of the CONTRACTOR.**

2.32 REGULATIONS AFFECTING THE WORK

1. The BIDDER is advised to be familiar with all Federal, State and Local laws, ordinances, rules and regulations that in any way affect the Work. Failure to become familiar with applicable laws will in no way relieve the BIDDERs from the responsibility included in the applicable laws.

2.33 NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

Each BIDDER submitting a Bid to the OWNER shall execute and attach thereto, an affidavit as set forth in SECTION 3 – Bid Forms, stating that the BIDDER has not entered into a collusive agreement with any other person, firm or corporation in regard to any Bid submitted. In the event such affidavit is not submitted with the Bid, the Contract will not be awarded until said affidavit is submitted.

2.34 PUBLIC ENTITY CRIME AFFIDAVIT

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid/quote/proposal on a contract to provide goods or services to a public entity, may not submit a bid/quote/proposal on a contract with a public entity for the construction or

repair of a public building or public work, may not submit bids/quotes/proposals on leases of rental property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Sec. 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

2.35 UNAUTHORIZED ALIEN WORKERS

The OWNER will not intentionally award publicly funded contracts to any CONTRACTOR who knowingly employs unauthorized alien workers constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a (e) (Section 274A (e) of the Immigration and Nationality ACT "INA"). The OWNER shall consider violations by the Recipient of the Employment provisions contained in Section 274(e) of the INA as grounds for unilateral cancellation of this Agreement by the OWNER.

2.36 ATTORNEY'S FEES

In the event of any legal action to enforce the terms of this agreement each party shall bear its own attorney's fees and costs, and any trial shall be non-jury.

2.37 WAGES: Special attention should be given to Federal Supplement Age Requirements. This is a federally funded Project where Davis-Bacon Act requirements are to be followed.

General Decision Number: FL160008 01/08/2016 FL8

Superseded General Decision Number: FL20150008

State: Florida

Construction Type: Building

County: Brevard County in Florida.

Does not include Cape Canaveral Air Force Station, Patrick Air Force Base, Kennedy Space Flight Center and Malabar Radar Site

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Note: Under Executive Order (EO) 13658, an hourly minimum wage of $10.15 for calendar year 2016 applies to all contracts subject to the Davis-Bacon Act for which the solicitation was issued on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least $10.15 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2016. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/08/2016

ENGI0673-003 05/01/2013

	Rates	Fringes
OPERATOR: Mechanic.....	$ 26.30	10.85
OPERATOR: Oiler.....	$ 20.36	10.85
OPERATOR: Boom Truck.....	$ 26.30	10.85

---

* IRON0808-005 02/01/2015

	Rates	Fringes
IRONWORKER, ORNAMENTAL, REINFORCING AND STRUCTURAL....	$ 23.50	11.95

PAIN1010-001 08/01/2014

Does not include Cape Canaveral Air Force Station, Patrick Air Force Base, Kennedy Space Flight Center and Malabar Radar Site

	Rates	Fringes
Painter - Brush, Roller & Spray	$ 17.50	8.83

SUFL2009-004 05/22/2009

	Rates	Fringes
BRICKLAYER.....	$ 18.99	0.00
CARPENTER, Includes Form Work....	$ 16.39	3.30
CEMENT MASON/CONCRETE FINISHER..	$ 11.58	0.00
ELECTRICIAN.....	$ 16.94	3.73
GLAZIER.....	$ 15.19	0.00
INSULATOR - PIPE & PIPEWRAPPER...	$ 13.13	3.03
LABORER: Asphalt Shoveler.....	$ 7.88	0.00
LABORER: Common or General.....	$ 12.00	0.00
LABORER: Concrete Saw (Hand Held/Walk Behind).....	$ 12.63	0.00
LABORER: Mason Tender - Brick...	$ 10.00	0.00
LABORER: Mason Tender - Cement/Concrete.....	$ 12.83	1.90
LABORER: Pipelayer.....	$ 11.53	0.00

LABORER: Roof Tearoff.....	$ 9.00	0.00
LABORER: Landscape & Irrigation	$ 9.60	0.00
OPERATOR: Asphalt Spreader.....	$ 11.41	0.00
OPERATOR: Backhoe/Excavator.....	$ 14.68	0.00
OPERATOR: Bulldozer.....	$ 15.00	0.00
OPERATOR: Crane Oiler.....	$ 17.75	0.00
OPERATOR: Distributor.....	$ 12.37	0.00
OPERATOR: Forklift.....	$ 14.00	0.00
OPERATOR: Grader/Blade.....	$ 13.44	0.00
OPERATOR: Loader.....	$ 13.42	0.00
OPERATOR: Paver (Asphalt, Aggregate, and Concrete).....	$ 12.83	0.00
OPERATOR: Pump.....	$ 17.12	0.00
OPERATOR: Roller.....	$ 10.68	0.00
OPERATOR: Screed.....	$ 11.34	0.00
OPERATOR: Tractor.....	$ 9.91	0.00
OPERATOR: Trencher.....	$ 11.75	0.00
PLUMBER (HVAC Pipe Installation).....	$ 15.80	0.00
PLUMBER, Excludes HVAC Pipe Installation.....	$ 19.50	3.51
ROOFER (Installation of Metal Roofs Only).....	$ 14.26	0.59
ROOFER, Includes Built Up, Modified Bitumen, Shake & Shingle, and Single Ply Roofs (Excludes Metal Roofs)	$ 12.25	0.00
SHEET METAL WORKER, Includes HVAC Duct Installation.....	$ 14.25	2.08

TILE SETTER.....	$ 17.99	3.00
TRUCK DRIVER: Dump Truck.....	$ 10.00	0.00
TRUCK DRIVER: Lowboy Truck.....	$ 12.09	0.00

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses

(29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

* an existing published wage determination

* a survey underlying a wage determination

* a Wage and Hour Division letter setting forth a position on a wage determination matter

* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations

Wage and Hour Division

U.S. Department of Labor

200 Constitution Avenue, N.W.

Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator

U.S. Department of Labor

200 Constitution Avenue, N.W.

Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board

U.S. Department of Labor

200 Constitution Avenue, N.W.

Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION

END OF SECTION 2 – INFORMATION TO BIDDERS

SECTION 3 - BID FORMS

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Project Name: **WOODY SIMPSON PARK IMPROVEMENT**
Bid Number: **B-5-16-64**

BIDDER'S CHECKLIST

MANDATORY SUBMITTALS:

	Required	Not Required
☐ Bid Proposal Form (1 copy + electronic copy)	☒	☐
☐ Acknowledgement of Officer to Execute the Bid on Behalf of a Corporation	☒	☐
☐ Non-collusion Affidavit of Prime Bidder Form	☒	☐
☐ 5% Bid Security Bond on County Form (Sect. 3)	☒	☐
☐ Minority Employment Information Form	☒	☐
☐ Drug Free Workplace Form	☒	☐
☐ Trench Safety Act	☒	☐
☐ Contractor Reference Form	☒	☐
☐ Estimating Worksheet	☒	☐
☐ Completed Insurance Indemnification Form	☒	☐
☐ Required Pre-Qualification Documents (Sect. 2.8)	☒	☐

All of the above forms must be submitted with bid. Failure to include any or all of the listed forms with your bid will result in rejection of the bid. Offers to provide required items after the date and time designated for the receipt of bids will not be considered.

*** * *END OF BIDDER'S CHECKLIST* * ***

BID PROPOSAL FORM

Prepared for the

BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS

PROJECT NAME: **WOODY SIMPSON PARK IMPROVEMENT**
Housing and Human Services Department
Brevard County, Florida

BID #: **B-5-16-64**

TO: **Brevard County Board of County Commissioners**
Purchasing Services Office
2725 Judge Fran Jamieson, Bldg. C. Suite C-303
Viera, FL 32940

FROM: _____
(BIDDER)

Address: _____

City:_____ State:_____ Zip Code:_____

Telephone Number:_____ Fax Number:_____

Email: _____

1. BID PROPOSAL:

A. The undersigned as BIDDER, hereby declares that the only person or persons interested in the Bid as Principal or Principals is, or are, named herein and that no other person that is herein mentioned has any interest in this Bid or in the Contract to be entered into; that this bid is made without connection with any other person, company or parties to make a bid or proposal; and that it is in all respects fair and in good faith, without collusion or fraud.

B. The undersigned as BIDDER, having visited the site of the proposed project and familiarized himself with the local conditions, nature and extent of Work, and having carefully examined the Bid and Contract Documents prepared by Brevard County Housing and Human Services Department and titled: **Woody Simpson Park Improvement, Bid No. B-5-16-64** inclusive of Part I: Bidding and General Contract Requirements; Part II: Technical Specifications; and Part III: Construction Plans, proposes to furnish all labor, materials, equipment and other items, facilities and services for the proper execution and completion of the project in full accordance with the Contract Documents and, if awarded the Contract, to complete the said work within the time limits specified for the following Total Estimated Bid.

C. The contract is for renovation of the south side of the existing community center into a large room for various community and private events. Exterior work to include selective demolition, site clearing and earthwork, excavating, exterior improvement of driveway/sidewalks, asphalt, pavement markings, storm drainage system including trenching, and building entry addition (porte cochere/overhang), and partial renovation of the building including other pertinent construction as

shown on the plans and specified. The undersigned hereby declares he has the minimum required qualifications for this project.

D. The Bidders should include all costs Bidders may anticipate during the length of construction of this project and execution of the requirements of these contract documents.

E. The OWNER desires to establish a Contingency Fund for this project in the amount of One Hundred Thousand Dollars ($100,000.00) to be used for the sole purpose of Owner requested changes during construction. No amount of this Contingency Fund can be used for any purpose by the Contractor without express written signed directives with clearly defined scope of additional work and associated costs by the Owner to the Contractor.

F. This contract is a combination of Lump Sum Compensation and Unit Priced Compensation contract. The Total Base Bid is the sum of all pay item totals from the Lump Sum Portion of bid, plus the sum of all pay item totals from Unit Price portion of bid, plus the Owner's Contingency Fund.

G. Any quantities of Unit Price Work given on the Bid Form, whether detailed in the Drawings or Specifications or contingent upon actual conditions, are approximate only, and are to be used solely for comparing Bids and establishing the Contract Price. Neither the Owner nor Engineer represents that the actual quantity for any item of Unit Price Work performed will equal the quantity given. Payments will be made only for actual quantities of Unit Price Work completed in accordance with the Contract Documents. Actual quantities of Unit Price Work may overrun or underrun those in the Bid Form without invalidating the unit prices bid. The authorization to perform any portion(s) of the Unit Price Items is at the sole discretion of the County.

H. **TOTAL BASE BID: (sum of Base Bid Part A, Bid Part B, and Bid Part C)**

_____

(in Words)

_____DOLLARS

($_____)

(In numbers)

BIDDER'S SIGNATURE: _____

NAME AND TITLE OF BIDDER_____

(Printed)

NAME OF BIDDER'S COMPANY_____(Printed)

(Printed)

2. **BASE BID BREAKDOWN**

PART A: LUMP SUM PORTION OF BID—Subtotal "Base bid Part A"

The Bidder agrees to furnish all labor, materials, equipment, and other items, facilities, services, and incidentals for proper execution and completion of the Lump Sum portions of the Work as shown on the Drawings and described in the Specifications in accordance with the Contract Documents and other requirements, based on the Bidder's own estimated quantities, costs, site conditions, and local conditions and all other considerations for the following lump sum prices:

_____ DOLLARS

(In Words)

$ _____

(Numerically)

PART B: UNIT PRICE PORTION OF BID—Subtotal "Base Bid Part B"

The Bidder agrees to furnish all labor, materials, equipment, and other items, facilities, services, and incidentals for proper execution and completion of the Unit Price portion of the Work as shown on the Drawings and described in the Specifications in accordance with the Contract Documents and other requirements, based on the Bidder's own estimated unit costs for full payment for the following extended unit prices.

The BIDDER agrees to accept as full payment for unit price portion of the Work proposed under this project, as specified and shown on the Drawings and described in the Specifications, the following unit prices:

BID ITEM. NO.	DESCRIPTION	EST. QTY.	UNIT	UNIT PRICE	EXT'D TOTAL
1	General Conditions & Indemnification	1	LO	$	$
2	Site Clearing & Excavating	1	LO	$	$
3	Concrete & Asphalt Work	1	LO	$	$
4	Stormwater Drainage Work	1	LO	$	$
5	Building Construction, Addition/Renovation	1	LO	$	$

PART B Total (Bid Items 1-5)

_____ DOLLARS

(In Words)

$ _____

(Numerically)

PART C OWNER'S CONTINGENCY – ONE HUNDRED THOUSAND DOLLARS
(In Words)

$ 100,000.00
(Numerically)

3. **ADDENDA ACKNOWLEDGMENT:**

The undersigned acknowledges receipt of the following addenda: (List by number and date appearing on addenda.)

Addendum No.:	Date Issued:
_____	_____
_____	_____
_____	_____

BIDDER'S SIGNATURE_____

NAME AND TITLE OF BIDDER_____
(Printed)

NAME OF BIDDER'S COMPANY_____
(Printed)

*** * * END OF BID PROPOSAL FORM * * ***

ESTIMATING WORKSHEET

ESTIMATED BID BREAKDOWN WORKSHEET

BID #B-5-16-64/WOODY SIMPSON PARK IMPROVEMENT

DESCRIPTION	QTY	UNIT	UNIT COST	ITEM TOTAL
1.General Conditions & Indemnification				
Mobilization	1	LS		
Maintenance of Traffic	1	LS		
Existing Conditions Video	1	LS		
Sub-Total: General Conditions & Indemnification				$
2.Site Clearing & Excavating				
Vegetation/Tree Removal	1	LS		
Earthwork/Clearing and Grubbing	1	LS		
Removal of Existing Fences	211	LF		
Removal of Existing Light Poles	3	EA		
Sub-Total: Site Clearing & Excavating				
3.Concrete & Asphalt Work				
Sawcut / Removal of Existing Pavement	386	SY		
Removal of Existing Concrete Sidewalk and Broken Concrete	6,197	SF		
Removal of Existing Curb	58	LF		
Erosion Control, Silt fencing (36") and Filter Sock	455	LF		
Truncated Dome Ramps	6	EA		
Pavement Stripping, Crosswalk Markings and Signage	1	LS		
2" FDOT Type SP-12.5 or S-I Asphalt	804	SY		
8" Compacted Cemented Coquina or Limerock Base LBR 100 with prime coat	804	SY		
12" Type B Compacted Stabilized Subgrade per T-180 LBR 40	804	SY		
Type D Curb	660	LF		
6" Thick Concrete Sidewalk	460	SY		
Concrete Wheel Stops	14	EA		
Sub-Total: Concrete & Asphalt Work				
4.Stormwater Drainage Work				
10" PVC/HDPE Smooth wall Roof Drain Pipe	151	LF		
15" MES with Rubble Riprap	1	EA		
15" ERCP	267	LF		
Manhole, 4' Dia. Type P Alt. A	1	EA		
Sub-Total: Stormwater Drainage Work				
5.Building Construction/Addition/Remodel				
Landscaping / Hardscaping	1	LS		
New Light Poles	3	EA		
Dumpster with Enclosure	1	EA		
Building Construction/Addition	1,430	SF		
Building Construction/Renovation	3,375	SF		
Sub-Total: Building Construction/Addition				

END OF SECTION 3 – BID FORMS

ACKNOWLEDGMENT OF OFFICER TO EXECUTE BID ON BEHALF OF A CORPORATION

State _____

County of_____

On this _____day of_____, 2016 before me personally came and appeared_____, to me known, who, being by me duly sworn, did depose and say that Affiant resides at_____ that Affiant is the _____of_____, the corporation described in and which executed the foregoing Bid Proposal; that Affiant knows the seal of said corporation, that one of the impressions affixed to said instrument is an impression of such seal; that Affiant is the proper official of said corporation designated to execute such instrument, that Affiant has authority to do so, that Affiant executed same for and in behalf of said corporation, and that Affiant's act is the act and deed of said corporation.

Witness my hand and official notaries seal at_____the day and year above written.

_____

(Notary Public)

My commission expires:_____ (seal)

*** * *END OF ACKNOWLEDGMENT FORM* * ***

NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

State _____

County of_____

_____being duly sworn, deposes and says that:

(1) Affiant is _____of_____, the BIDDER that has submitted the attached bid: **Woody Simpson Park Improvement, Bid #. B-5-16-64.**

(2) Affiant is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such bid;

(3) Such Bid is genuine and is not a collusive or sham bid;

(4) Neither the said BIDDER nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this Affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other BIDDER, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other BIDDER, firm or person to fix the price or prices in the attached bid or of any other BIDDER, or to fix any overhead, profit or cost element of the Bid price or the Bid price of any other BIDDER, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Board of County Commissioners of Brevard County, Florida, or any person interested in the Contract; and

(5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the BIDDER or any of its agents, representatives, owners, employees, or parties of interest, including Affiant.

_____

(Signature)

Subscribed and sworn to before me

This _____day of_____, 2016

_____

(Notary Public)

My commission expires:_____

(Seal)

*** * *END OF NONCOLLUSION AFFIDAVIT* * ***

BID SECURITY BOND

KNOW ALL MEN BY THESE PRESENTS, That we_____,
of_____ hereinafter called the Principal,
and_____, (Surety), a corporation organized and existing under the Laws of the State of
, and authorized to transact business in the State of_____, as Surety, hereinafter called Surety,
are held and firmly bound unto the Brevard County Board of County Commissioners, hereinafter called
Obligee, in the penal sum of five percent (5%) of the amount of bid, $_____, good and
lawful money of the United States of America, for the payment of which the Principal and Surety bind
themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these
presents. The Condition of this Obligation is such, that, WHEREAS the Principal has submitted a bid to the
Obligee on a contract for the construction of: **Woody Simpson Park Improvement**

NOW THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the Bidding or Contract Documents with good, qualified and sufficient surety for the faithful performance of such construction for the prompt payment of labor and material furnished in the prosecution thereof, then this obligation shall be null and void; otherwise this bid is to remain in full force and effect for the payment to Obligee of the stated penal sum hereof.

In witness whereof, we have hereunto set our signatures and seal this day of_____, 2016, all pursuant to due authorization.

_____(Seal)

Principal

By_____

Surety

By_____

Attorney-in-Fact in accordance with the attached Power of Attorney

STATE OF_____ss:

COUNTY OF _____

_____, a Notary Public in and for the State and County aforesaid, do
.nat _____, and _____, whose
gned to the foregoing bond, this day personally, appeared before me in my State and County
and acknowledged the same. Given under my hand and seal this _____ day of _____,

_____

(Notary Public)

My commission expires:_____

(Seal)

*** * *END OF BID SECURITY BOND* * ***

MINORITY EMPLOYMENT INFORMATION FORM

The Board of County Commissioners requires construction contractors, who would otherwise be required to file an EEO Form 1 Report under federal law (currently federal law requires filing for employers with more than 50 employees), to submit an EEO Form 1 with the submission of their Bid. This requirement extends to any of your subcontractors who are required to submit the EEO Form 1 Report (over 50 employees) under federal law.

Failure to submit the EEO Form 1 Report with your Bid may be reason to declare your bid as "non-responsive" to the bid requirements. However, the information will be used for statistical purposes only and will not be used in any way as basis to award a contract.

Please check one of the statements below and complete the information at the bottom of the page:

1. My company or subcontractor(s) are required to submit the EEO Form 1 Report and they are attached.

   _____
   Check if statement (1) is correct.

2. My company or subcontractor(s) are not required to submit the EEO Form 1 Report.

   _____
   Check if statement (2) is correct.

_____ (Signature)

_____ (Company Name)

_____ (Name - Typewritten)

_____ (Mailing Address, Line 1)

_____ (Title)

_____ (Mailing Address, Line 2)

_____ (Date)

_____ (City, State, Zip)

*** * *END OF MINORITY EMPLOYMENT INFORMATION FORM* * ***

DRUG-FREE WORKPLACE FORM

In accordance with Section 287.087, Florida Statutes, preference must be given to BIDDERs submitting a certification with the Bid which certifies that the BIDDER has a drug-free workplace. Whenever two or more Bids which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a Bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie Bids will be followed if none of the tied BIDDERs have a drug-free workplace program. In order to have a drug-free workplace program, the BIDDER shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under Bid a copy of the statement specified in subsection (1) of this form.

4. In the statement specified in subsection (1), notifying the employees that, as a condition of working on the commodities or contractual services that are under Bid, the employees will abide by the terms of the statement and will notify the employer of any conviction of, or pleas of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States of any state, for a violation occurring in the workplace no late than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in drug assistance of rehabilitation program if such is available in the employees' community, by any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify the following:

(Check one and sign in the space provided)

_____This firm complies fully with the above requirements.

_____This firm does not have a drug-free workplace program meeting the above requirements at this time.

_____ _____

BIDDER's Name BIDDER's Title

_____

BIDDER's Signature

*** * *END OF DRUG-FREE WORKPLACE FORM* * ***

TRENCH SAFETY ACT AFFIDAVIT FORM

The CONTRACTOR shall comply with all of the requirements of the Florida Trench Safety Act (Chapter 90-96, CS/CB 2626, and Laws of Florida). The CONTRACTOR shall acknowledge that included in various items of CONTRACTOR's Bid price are costs for complying with the provisions of the Act. Additionally, the CONTRACTOR is required to break out the costs for complying with the Florida Trench Safety Act. FAILURE TO COMPLY WITH THE REQUEST IN THIS SECTION SHALL RESULT IN THE BID BEING DECLARED NON-RESPONSIVE.

BIDDER acknowledges that included in the various items of the proposal and the total Bid price are costs for complying with the Florida Trench Safety Act (90-96), Laws of Florida) effective October 1, 1990. The BIDDER further identifies the costs to be summarized below:

	Trench Safety Measure (Description)	Unit of Measure (LF, SY)	Unit (Quantity)	Unit Cost	Extended Cost
A.	_____	_____	_____	_____	_____
B.	_____	_____	_____	_____	_____
C.	_____	_____	_____	_____	_____
D.	_____	_____	_____	_____	_____
				TOTAL	$_____

DATE_____, 2016 By:_____

_____ _____

Official Address (Including Zip Code) (Title)

_____

_____

END OF TRENCH SAFETY FORM

CONTRACTOR REFERENCE FORM

The CONTRACTOR is required to have constructed at least three (3) comparable projects involving demolition or building addition/expansion construction projects that included concrete, asphalt, and stormwater drainage installation or repair similar in size and nature to this project within the past ten (10) years. The CONTRACTOR must submit proof of this work and failure to do so may be grounds for disqualification of the bidder for this project. The CONTRACTOR is encouraged to type this page as completely as possible and to provide additional sheets if necessary. The Contractor is encouraged to include correct contact persons and correct phone numbers of the person familiar for each sample project and contact that person and let them know their project is going to be used as a reference and make sure they agree with your statements. The contact person has to verify the Contractor's statements and description provided; otherwise it could be cause for disqualification of the Bidder and rejection of his bid.

PROJECT 1:

Project Name _____ Date of Const. _____

Owner's Name _____ Phone No. _____

Contact Person (Owner's Project Manager):_____

Phone No._____ E-mail Address: _____

Project Address:_____

Contract/Bid Amount _____ Final Const. Cost. _____

Contract/Bid Project Schedule (Days)_____

Final Construction Schedule (Days) _____

Project description:

Address: _____

_____

_____

PROJECT 2:

Project Name _____ Date of Const. _____

Owner's Name _____ Phone No. _____

Contact Person (Owner's Project Manager):_____

Phone No._____ E-mail Address: _____

Project Address:_____

Contract/Bid Amount _____ Final Const. Cost. _____

Contract/Bid Project Schedule (Days)_____

Final Construction Schedule (Days) _____

Project description:

Address: _____

_____

_____

PROJECT 3:

Project Name _____ Date of Const. _____

Owner's Name _____ Phone No. _____

Contact Person (Owner's Project Manager):_____

Phone No._____ E-mail Address: _____

Project Address:_____

Contract/Bid Amount _____ Final Const. Cost. _____

Contract/Bid Project Schedule (Days)_____

Final Construction Schedule (Days) _____

Project description:

Address: _____

_____

_____

*** * *END OF CONTRACTOR REFERENCE FORM* ***

BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS
INDEMNIFICATION AND INSURANCE REQUIREMENTS
BID NO.: B-5-16-64

INDEMNIFICATION

The County shall be held harmless against any and all claims for bodily injury, sickness, disease, death, personal injury, damage to property or loss of use of any property or assets resulting therefrom, arising out of or resulting from the performance of the products or from the services for which the County is contracting hereunder, provided such is caused in whole or in part by any negligent act or omission of the vendor, or any subcontractor or any of their agents or employees, or arises from a job-related injury.

The vendor agrees to indemnify the County and pay the cost of the County's legal defenses, including fees of attorneys as may be selected by the County, for all claims described in the hold harmless clause herein. Such payment on behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

It is agreed by the parties hereto that specific consideration has been received by the Vendor under this agreement for this hold harmless/indemnification provision.

INSURANCE REQUIREMENTS

The vendor providing services under this agreement will be required to procure and maintain, at their own expense and without cost to the County, until final acceptance by the County of all products or services covered by the purchase order or contract, the following types of insurance. The policy limits required are to be considered minimum amounts:

General Liability Insurance policy with a $ 1,000,000 combined single limit for each occurrence to include the following coverage: Operations, Products and Completed Operations, Personal Injury, Contractual Liability covering this contract, "X-C-U" hazards, and Errors & Omissions.

Auto Liability Insurance which includes coverage for all owned, non-owned and rented vehicles with a
$ 1,000,000 combined single limit for each occurrence.

Workers' Compensation and Employers Liability Insurance covering all employees of the vendor and subcontractors, as required by law.

In the event that the contract involves professional or consulting services, in addition to the aforementioned insurance requirements, the vendor shall also be protected by a Professional Liability Insurance Policy in the amount of $1,000,000 per claim.

In the event the contract involves services related to construction projects the vendor shall also procure and maintain a Builders Risk Insurance Policy or Installation Floater with loss limits equal to the value of the construction project.

The vendor shall provide certificates of insurance to the County demonstrating that the aforementioned insurance requirements have been met prior to the commencement of work under this contract. The certificates of insurance shall indicate that the policies have been endorsed to cover the County as an additional insured (a waiver of subrogation in lieu of additional insured status on the workers compensation policy is acceptable) and that these policies may not be canceled or modified without thirty (30) days prior written notice to the County.

The insurance coverage enumerated above constitute the minimum requirements and shall in no way lessen or limit the liability of the vendor under the terms of the contract. Sub-Contractor's insurance shall be the responsibility of the vendor.

ACCEPTED BY:

Vendor_____

Address_____

Authorized Signature _____Date _____

Print Name _____

Telephone Number _____ Fax # _____

STATEMENT OF NO BID

WOODY SIMPSON PARK IMPROVEMENT
Bid No. B-5-16-64

NOTE: If you do not intend to bid on this requirement, please return this form to:

Brevard County Purchasing Services

2725 Judge Fran Jamieson Way, Bldg. C Suite 303

Viera, FL 32940

WE the undersigned have declined to bid on your **Bid No. B-5-16-64/Woody Simpson Park Improvement** for the following reasons:

_____Specifications too "tight", i.e. geared toward one company only (explain below).

_____Insufficient time to respond to the Invitation to Bid.

_____We do not offer this product or equivalent.

_____Our product schedule would not permit us to perform.

_____Specifications unclear (explain below).

_____Remove our company from bid list.

_____Other (specify below).

We understand that if the "no bid" letter is not executed and returned, our name may be deleted from the vendor list for the Brevard County Purchasing Service Office.

PLEASE PRINT

COMPANY NAME_____

COMPANY ADDRESS_____

COMPANY OFFICER_____

TELEPHONE NUMBER_____

*** * *END OF STATEMENT OF NO BID* * ***

SECTION 4:

GENERAL CONDITIONS

SECTION 4 - GENERAL CONDITIONS

NOTICE OF DISCLAIMER

TAKE NOTICE, that these General Conditions may contain language and Article or Paragraph headings or names which appear similar to or the same as the provisions of the "Standard General Conditions of the Construction Contract", jointly published by the National Society of Professional Engineers, American Consulting Engineers Council, American Society of Civil Engineers, and Construction Specifications Institute, EJCDC Document 1910-8, 1990 Edition.

TAKE NOTICE, however, that these General Conditions are substantially and materially different in many respects from the EJCDC Document 1910-8 and that certain additions, deletions or other modifications have been made to provisions similar to those contained in the EJCDC Document. This document, further, contains provisions which do not appear in the EJCDC Document.

The use of any language or article or paragraph format similar to or the same as the EJCDC Document 1910-8 does not constitute an endorsement by the National Society of Professional Engineers, American Consulting Engineers Council, American Society of Civil Engineers, or Construction Specifications Institute of this document.

ARTICLE 1: DEFINITIONS

Wherever used in these General Conditions or in the other Contract Documents the following terms have the meanings indicated which are applicable to both the singular and plural thereof:

1.1. Addenda

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

1.2. Agreement

The written Contract between OWNER and CONTRACTOR covering the Work to be performed; other Contract Documents are attached to the Agreement and made a part thereof as provided therein.

1.3. Application for Payment

The form accepted by ENGINEER which is to be used by CONTRACTOR in requesting progress or Final Payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.

1.4. Asbestos

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

1.5 Approval

Approval of an item by the OWNER and/or ENGINEER indicates that a limited review for general design concept and general compliance with the information provided in the Project Drawings, Specifications or Contract, only, has been conducted and is not intended to be a verification of total items required or that all items required are shown. Approval shall not relieve the CONTRACTOR from the responsibility of details of design, dimensions, job conditions, construction means and methods, coordinating with other trades, or any other requirements of the Drawings, Specifications or Contract. Any verbal or written approvals made by OWNER or ENGINEER shall not be construed to authorize additional work or cost without a properly executed Change Order.

1.6. Bid

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

1.7. Bidding Documents

The advertisement or invitation to Bid, instructions to Bidders, the Bid forms, and the proposed Contract Documents (including all Addenda issued prior to receipt of Bids).

1.8. Bidding Requirements

The advertisement or invitation to Bid, instructions to Bidders; and the Bid form.

1.9. Bonds

Performance, Payment, Maintenance bonds and other instruments of security.

1.10. Change Order

A document signed by CONTRACTOR and OWNER which authorizes an addition, deletion or revision in the Work, or an adjustment in the Contract Price or the Contract Time, issued on or after the Effective Date of the Agreement.

1.11. Contract Documents

The Agreement, Addenda (which pertain to the Contract Documents), CONTRACTOR's Bid (including documentation accompanying the Bid and any post Bid documentation submitted prior to the Notice of Award) when attached as an exhibit to the Agreement, the Notice to Proceed, the Bonds, these General Conditions, Certificates of Insurance, the Supplementary Conditions, the Specifications and the Drawings as the same are more specifically identified in the Agreement, together with all Written Amendments, Change Orders, Work Change Directives, Field Orders and ENGINEER's written interpretations and clarifications issued pursuant to paragraphs 3.8, 3.9.1, and 3.9.3 on or after the Effective Date of the Agreement. Shop Drawing submittals approved pursuant to paragraphs 6.34 and 6.35 and the reports and drawings referred to in paragraphs 4.2.1. and 4.2.2. are not Contract Documents.

1.12. Contract Price

The moneys payable by OWNER to CONTRACTOR for completion of the Work in accordance with

ntract Documents as stated in the ment (subject to the provisions of agraph 11.9 in the case of Unit Price Work).

1.13. Contract Time
The numbers of days or the dates stated in the Agreement: (i) to achieve Substantial Completion; and (ii) to complete the Work so that it is ready for Final Payment as evidenced by ENGINEER's written recommendation of Final Payment in accordance with paragraph 14.13.

1.14. CONTRACTOR
The person, firm or corporation with whom OWNER has entered into the Agreement.

1.15. *Defective*
An adjective which when modifying the word Work refers to Work that is unsatisfactory, faulty or deficient, in that it does not conform to the Contract Documents, or does not meet the requirements of any inspection, reference standard, test or approval referred to in the Contract Documents, or has been damaged prior to ENGINEER's recommendation of Final Payment (unless responsibility for the protection thereof has been assumed by OWNER at Substantial Completion in accordance with paragraph 14.8 or 14.10).

1.16. Drawings
The drawings which show the scope, extent and character of the Work to be furnished and performed by CONTRACTOR and which have been prepared or approved by ENGINEER and are referred to in the Contract Documents. Shop Drawings are not Drawings as so defined.

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

1.18. ENGINEER
The person, firm or corporation named as such in the Agreement.

1.19. ENGINEER's Consultant
A person, firm or corporation having a contract with ENGINEER to furnish services as ENGINEER's independent professional associate or consultant with respect to the Project and who is identified as such in the Supplementary Conditions.

1.20. Field Order
A written order issued by ENGINEER which orders minor changes in the Work in accordance with paragraph 9.5 but which does not involve a change in the Contract Price or the Contract Time.

1.21. General Requirements
Sections of Division 1 of the Specifications.

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

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

1.24. Liens
Liens, charges, security interests or encumbrances upon real property or personal property.

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

1.26. Notice of Award
The written notice by OWNER to the apparent successful bidder stating that upon compliance by the apparent successful bidder with the conditions precedent enumerated therein, within the time specified, OWNER will sign and deliver the Agreement.

1.27. Notice to Proceed
A written notice given by OWNER to CONTRACTOR fixing the date on which the Contract Time will commence to run and on

which CONTRACTOR shall start to perform CONTRACTOR's obligations under the Contract Documents.

1.28. OWNER
The Brevard County Board of County Commissioners.

1.29. Partial Utilization
Use by OWNER of a substantially completed part of the Work for the purpose for which it is intended (or a related purpose) prior to Substantial Completion of all the Work.

1.30. PCBs
Polychlorinated biphenyls.

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

1.32. Project
The total construction of which the Work to be provided under the Contract Documents may be the whole, or a part as indicated elsewhere in the Contract Documents.

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

1.34. Resident Project Representative
The authorized representative of ENGINEER who may be assigned to the site or any part thereof.

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

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

1.37. Specifications
Those portions of the Contract Documents consisting of written technical descriptions of materials, equipment, construction systems, standards and workmanship as applied to the Work and certain administrative details applicable thereto.

1.38. Subcontractor
An individual, firm or corporation having a direct contract with CONTRACTOR or with any other Subcontractor for the Work at the site.

1.39. Substantial Completion
The Work (or a specified part thereof) has progressed to the point where, in the opinion of ENGINEER as evidenced by ENGINEER's definitive certificate of Substantial Completion, it is sufficiently complete, in accordance with the Contract Documents, so that the Work (or specified part) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.

1.40. Supplementary Conditions
The part of the Contract Documents which amends or supplements these General Conditions.

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

1.42. Underground Facilities
All pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels or other such facilities or attachments, and any encasements containing such facilities which have been

installed underground to furnish any of the following services or materials: electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, sewage and drainage removal, traffic or other control systems or water.

1.43. Unit Price Work

Work to be paid for on the basis of unit prices.

1.44. Work

The entire completed construction or the various separately identifiable parts thereof required to be furnished under the Contract Documents. Work includes and is the result of performing or furnishing labor and furnishing and incorporating materials and equipment into the construction, and performing or furnishing services and furnishing documents, all as required by the Contract Documents.

1.45. Work Change Directive

A written directive to CONTRACTOR, issued on or after the Effective Date of the Agreement and signed by OWNER ordering an addition, deletion or revision in the Work, or responding to differing or unforeseen physical conditions under which the Work is to be performed as provided in paragraph 4.4 or 4.8 or to emergencies under paragraph 6.29. A Work Change Directive will not change the Contract Price or the Contract Time, but is evidence that the parties expect that the change directed or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Time as provided in paragraph 10.2.

1.46. Written Amendment

A written amendment of the Contract Documents, signed by OWNER and CONTRACTOR on or after the Effective Date of the Agreement and normally dealing with the nonengineering or nontechnical rather than strictly construction-related aspects of the Contract Documents.

ARTICLE 2: PRELIMINARY MATTERS

Delivery of Bonds:

2.1 When CONTRACTOR delivers the executed Agreements to OWNER, CONTRACTOR shall also deliver to OWNER such Bonds as CONTRACTOR may be required to furnish in accordance with paragraph 5.1.

Copies of Documents:

2.2. OWNER shall furnish to CONTRACTOR two (2) copies (unless otherwise specified in the Supplementary Conditions) of the Contract Documents. Additional copies will be furnished, upon request, at the cost of reproduction.

Commencement of Contract Time; Notice to Proceed:

2.3. The Contract Time will commence to run on the day indicated on the Notice to Proceed.

Starting the Work:

2.4. CONTRACTOR shall start to perform the Work on the date when the Contract Time commences to run, but no Work shall be performed at the site prior to the date on which the Contract Time commences to run.

Before Starting Construction:

2.5 Prior to starting any part of the Work, CONTRACTOR shall submit to OWNER a written statement that CONTRACTOR has verified the accuracy of the Drawings and Specifications and all applicable field measurements using the form provided in the Bid Documents.

2.6. Before undertaking each part of the Work, CONTRACTOR shall carefully study and compare the Contract Documents and check and verify pertinent figures shown thereon and all applicable field measurements. CONTRACTOR shall promptly report in writing to ENGINEER any conflict, error, ambiguity or discrepancy which CONTRACTOR may discover and shall obtain a written interpretation or clarification from ENGINEER before proceeding with any Work affected thereby.

2.7. Within ten (10) days after the Effective Date of the Agreement (unless otherwise specified in the General Requirements), CONTRACTOR shall submit to OWNER for review and approval in accordance with paragraph 2.10:

2.7.1. A preliminary Critical Path Method, (CPM), progress schedule indicating the Time (numbers of days and dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract Documents;

2.7.2. A preliminary schedule of Shop Drawing and Sample submittals which will list each required submittal and the Time for submitting, reviewing, and processing such submittal;

2.7.3. A preliminary schedule of values for all of the Work which will include quantities and prices of items aggregating the Contract Price and will subdivide the Work into component parts in sufficient detail to serve as the basis for progress payments during construction. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

2.7.4 The anticipated monthly payments to become due CONTRACTOR.

2.8 Before any Work at the site is started, CONTRACTOR shall deliver to OWNER with copies to each additional insured identified in the Supplementary Conditions, an original policy or certified copies of each insurance policy (and other evidence of insurance which the OWNER may reasonably request) which CONTRACTOR is required to purchase and maintain in accordance with paragraph 5.4.

Preconstruction Conference:

2.9. Within twenty (20) days after the Contract Time starts to run, but before any Work at the site is started, a conference attended by CONTRACTOR, OWNER, ENGINEER and others, as appropriate, will be held to establish a working understanding among the parties as to the Work and to discuss the schedules referred to in paragraph 2.7, procedures for handling Shop Drawings and other submittals, processing Applications for Payment, and maintaining required records.

Initially Acceptable Schedules:

2.10. Unless otherwise provided in the Contract Documents, at least ten (10) days before submission of the first Application for Payment a conference attended by CONTRACTOR, OWNER, ENGINEER and others, as appropriate, will be held to review for acceptability to OWNER and ENGINEER as provided below, the schedules submitted in accordance with paragraph 2.7. CONTRACTOR shall have an additional ten (10) days to make corrections and adjustments and to complete and resubmit the schedules. No progress payment shall be made to CONTRACTOR until the schedules are submitted to and acceptable to OWNER and ENGINEER as provided below. The progress schedule will be acceptable to OWNER as providing an orderly progression of the Work to completion within any specified Milestones and the Contract Time, but such acceptance will neither impose on OWNER or ENGINEER responsibility for the sequencing, scheduling or progress of the Work nor interfere with or relieve CONTRACTOR from CONTRACTOR's full responsibility therefore. CONTRACTOR's schedule of Shop Drawing and Sample submissions will be acceptable to ENGINEER as providing a workable arrangement for reviewing and processing the required submittals. CONTRACTOR's schedule of values will be acceptable to OWNER as to form and substance.

ARTICLE 3: CONTRACT DOCUMENTS; INTENT, AMENDING, REUSE

Intent:

3.1. The Contract Documents comprise the entire agreement between OWNER and CONTRACTOR concerning the Work. The Contract Documents are complementary; what is called for by one is as binding as if called for by all. The Contract Documents will be construed in accordance with the laws of Brevard County and the State of Florida.

3.1.1. Unless otherwise provided for by a clarification or interpretation issued pursuant to paragraphs 3.8, 3.9.1, and 3.9.3, if any conflict exists between the provisions of the Contract Documents, the more stringent requirement shall govern.

3.2. It is the intent of the Contract Documents to describe a functionally complete Project (or part thereof) to be constructed in accordance with the Contract Documents. Any Work, materials or equipment that may reasonably be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the intended result will be furnished and performed whether or not specifically called for. When words or phrases which have a well-known technical or construction industry or trade meaning are used to describe Work, materials or equipment, such words or phrases shall be interpreted in accordance with that meaning. Clarifications and interpretations of the Contract Documents shall be issued by ENGINEER as provided in paragraph 9.4.

Reference to Standards and Specifications of Technical Societies; Reporting and Resolving Discrepancies:

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

3.4. If, during the performance of the Work, CONTRACTOR discovers any conflict, error, ambiguity or discrepancy within the Contract Documents or between the Contract Documents and any provision of any such Law or Regulation applicable to the performance of the Work or of any such standard, specification, manual or code or of any instruction of any Supplier referred to in paragraph 6.5, CONTRACTOR shall promptly (but in no event later than five (5) days) after becoming aware thereof and before proceeding with any WORK affected thereby (except in an emergency as authorized by paragraph 6.29) report it to OWNER in writing and, CONTRACTOR shall not proceed with the Work affected thereby until an amendment or supplement to the Contract Documents has been issued by one of the methods indicated in paragraph 3.8 or 3.9;.

3.5. Except as otherwise specifically stated in the Contract Documents or as may be provided by amendment or supplement thereto issued by one of the methods indicated in paragraph 3.8 or 3.9, the provisions of the Contract Documents shall take precedence in resolving any conflict, error, ambiguity or discrepancy between the provisions of the Contract Documents and:

3.5.1. The provisions of any such standard, specification, manual, code or instruction (whether or not specifically incorporated by reference in the Contract Documents): or

3.5.2. The provisions of any such Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

3.6. No provision of any such standard, specification, manual, code or instruction shall be effective to change the duties and responsibilities of OWNER, CONTRACTOR or ENGINEER, or any of their Subcontractors, consultants, agents, or employees from those set forth in the Contract Documents, nor shall it be effective to assign to OWNER, ENGINEER or any of ENGINEER's Consultants, agents or employees any duty or authority to supervise or direct the furnishing or performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of paragraph 9.11 or any other provision of the Contract Documents.

3.7. Whenever in the Contract Documents the terms "as ordered," "as directed," "as required," "as allowed," "as approved", "as inspected", or terms of like effect or import are used, or the adjectives " reasonable," "suitable," "acceptable," "proper" or "satisfactory" or adjectives of like effect or import are used to describe a requirement, direction, review or judgment of ENGINEER as to the Work, it is intended that such requirement, direction, review or judgment will

be solely to evaluate the completed Work for compliance with the requirements of and information in the Contract Documents and conformance with the design concept of the completed Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective shall not be effective to assign to ENGINEER any duty or authority to supervise or direct the furnishing or performance of the Work or any duty or authority to undertake responsibility contrary to the provisions of paragraph 9.11 or any other provision of the Contract Documents.

Amending and Supplementing Contract Documents:

3.8. The Contract Documents may be amended to provide for additions, deletions and revisions in the Work or to modify the terms and conditions thereof in one or more of the following ways:

3.8.1. A formal Written Amendment,

3.8.2. A Change Order (pursuant to paragraph 10.4), or

3.8.3. A Work Change Directive (pursuant to paragraph 10.1).

3.9. In addition, the requirements of the Contract Documents may be supplemented and minor variations and deviations in the Work which do not result in a change in Contract Time or Price may be authorized, in one or more of the following ways:

3.9.1. A Field Order (pursuant to paragraph 9.5),

3.9.2. ENGINEER's approval of a Shop Drawing or Sample (pursuant to paragraphs 6.36 and 6.37), or

3.9.3. ENGINEER's written interpretation or clarification (pursuant to paragraph 9.4).

Reuse of Documents:

3.10. CONTRACTOR, and any Subcontractor or Supplier or other person or organization performing or furnishing any of the Work under a direct or indirect contract with OWNER (i) shall not have or acquire any title to or ownership rights in any of the Drawings, Specifications or other documents (or copies of any thereof) prepared by or bearing the seal of ENGINEER or ENGINEER's Consultant, and (ii) shall not reuse any of such Drawings, Specifications, other documents or copies on extensions of the Project or any other project without written consent of OWNER.

ARTICLE 4: AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; REFERENCE POINTS

Availability of Lands:

4.1. OWNER shall furnish, as indicated in the Contract Documents, the lands upon which the Work is to be performed, rights-of-way and easements for access thereto, and such other lands which are designated for the use of CONTRACTOR. Upon reasonable written request, OWNER shall furnish CONTRACTOR with a correct statement of record legal title and legal description of the lands upon which the Work is to be performed and OWNER's interest therein. OWNER shall identify any encumbrances or restrictions not of general application but specifically related to use of lands so furnished with which CONTRACTOR will have to comply in performing the Work. Easements for permanent structures or permanent changes in existing facilities will be obtained and paid for by OWNER, unless otherwise provided in the Contract Documents. If CONTRACTOR and OWNER are unable to agree on entitlement to or the amount or extent of any adjustments in the Contract Price or the Contract Time as a result of any delay in OWNER's furnishing these lands, rights-of-way or easements, CONTRACTOR may make a claim therefore as provided in Articles 11 and 12. CONTRACTOR shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

Subsurface and Physical Conditions:

4.2. *Reports and Drawings*: Reference is made to the Supplementary Conditions for identification of:

4.2.1. Subsurface Conditions: Those reports of explorations and tests of subsurface conditions at or contiguous to the site that have been utilized by ENGINEER in preparing the Contract Documents;

4.2.2 Physical Conditions: Those drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site (except Underground Facilities) that have been utilized by ENGINEER in preparing the Contract Documents.

4.3. *Limited Reliance by* CONTRACTOR *Authorized*; *Technical Data*: CONTRACTOR may rely upon the general accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data," CONTRACTOR may not rely upon or make any claim against OWNER, ENGINEER or any of OWNER'S or ENGINEER's Consultants with respect to:

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

4.3.2. Other data, interpretations, opinions and information contained in such reports or shown or indicated in such drawings, or

4.3.3. Any CONTRACTOR interpretation of or conclusion drawn from any "technical data" or any such data, interpretations, opinions or information.

4.4. *Notice of Differing Subsurface or Physical Conditions*: If CONTRACTOR believes that any subsurface or physical condition at or contiguous to the site that is uncovered or revealed either:

4.4.1. is of such a nature as to establish that any "technical data" on which CONTRACTOR is entitled to rely as provided in paragraphs 4.2.1 and 4.2.2 is materially inaccurate, or

4.4.2. Is of such a nature as to require a change in the Contract Documents, or

4.4.3. Differs materially from that shown or indicated in the Contract Documents, or

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

CONTRACTOR shall, promptly (but in no event later than five (5) days) after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as permitted by paragraph 6.29), notify OWNER and ENGINEER in writing about such condition. CONTRACTOR shall not further disturb such conditions or perform any Work in connection therewith (except as aforesaid) until receipt of written order to do so. No claim by the CONTRACTOR under this clause shall be allowed unless the CONTRACTOR has given the written notice required above; provided, however, the time prescribed therefore may be extended by the OWNER. No claim by the CONTRACTOR for an equitable adjustment hereunder shall be allowed if asserted after Final Payment under this Contract.

4.5. *ENGINEER's Review*: ENGINEER will within five (5) business days of receipt of written CONTRACTOR notification review the pertinent conditions, determine the necessity of OWNER obtaining additional exploration or tests with respect thereto and advise OWNER in writing of ENGINEER's findings.

4.6. *Possible Contract Documents Change*: If OWNER concludes that a change in the Contract Documents is required as a result of a condition that meets one or more of the categories in paragraph 4.4 a Work Change Directive or a Change Order will be issued as provided in Article 10 to reflect and document the consequences of such change.

4.7. *Possible Price and Time Adjustments*: An equitable adjustment in the Contract Price or in the Contract Time, or both, will be allowed to the extent that the existence of such uncovered or revealed condition causes an increase or decrease in CONTRACTOR's cost of, or time required for performance of the Work; subject, however, to the following:

4.7.1. Such condition must meet any one or more of the categories described in paragraphs 4.4.1 through 4.4.4, inclusive:

4.7.2. A change in the Contract Documents pursuant to paragraph 4.6 will not be an automatic authorization of, nor a condition precedent to entitlement to any such adjustment;

4.7.3. with respect to Work that is paid for on a Unit Price Basis, any adjustment in Contract Price will be subject to the provisions of paragraphs 9.9 and 11.9; and

4.7.4. CONTRACTOR shall not be entitled to any adjustment in the Contract Price or Time if:

4.7.4.1. CONTRACTOR knew of the existence of such conditions at the time CONTRACTOR made a final commitment to OWNER in respect of Contract Price and Contract Time by the submission of a bid or becoming bound under a negotiated contract; or

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

4.7.4.3 such condition is ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents; or

4.7.4.4. CONTRACTOR failed to give the written notice within the time and as required by paragraph 4.4.

If OWNER and CONTRACTOR are unable to agree on entitlement to or as to the amount or length of any such equitable adjustment in the Contract Price or Contract Time, a claim may be made therefore as provided in Articles 11 and 12. However, OWNER, ENGINEER, OWNER's Consultants, and ENGINEER's Consultants shall not be liable to CONTRACTOR for any claims, costs, losses or damages sustained by CONTRACTOR on or in connection with any other project or anticipated project.

Underground Facilities:

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

4.8.1. OWNER and ENGINEER shall not be responsible for the accuracy or completeness of any such information or data; and

4.8.2. The cost of all of the following will be included in the Contract Price and CONTRACTOR shall have full responsibility for: (i) reviewing and checking all such information and data, (ii) locating all Underground Facilities shown or indicated in the Contract Documents, (iii) coordination of the Work with

the owners of such Underground Facilities during construction, and (iv) the safety and protection of all such Underground Facilities as provided in paragraph 6.25 and repairing any damage thereto resulting from the Work.

4.9. *Not Shown or Indicated*: If an Underground Facility is uncovered or revealed at or contiguous to the site which was not shown or indicated in the Contract Documents, CONTRACTOR shall, promptly, but in no event later than five (5) days after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by paragraph 6.29), identify the owner of such Underground Facility and give written notice to that owner and to OWNER and ENGINEER. ENGINEER will promptly review the Underground Facility and determine the extent, if any, to which a change is required in the Contract Documents to reflect and document the consequences of the existence of the Underground Facility. If ENGINEER concludes that a change in the Contract Documents is required, a Work Change Directive or a Change Order will be issued as provided in Article 10 to reflect and document such consequences. During such time, CONTRACTOR shall be responsible for the safety and protection of such Underground Facility as provided in paragraph 6.25. If CONTRACTOR believes that an adjustment in Contract Price or the Contract Time is warranted due to the existence of an unknown Underground Facility, CONTRACTOR may make a written claim thereof as provided in Article 11 or Article 12. Any such claim shall be limited to the extent that they are attributable to the existence of any Underground Facility that was not shown or indicated in the Contract Documents and that CONTRACTOR did not know of and could not reasonably have been expected to be aware of or to have anticipated. If OWNER and CONTRACTOR are unable to agree on entitlement to or the amount or length of any such adjustment in Contract Price or Contract Time, CONTRACTOR may make a claim therefore as provided in Articles 11 and 12. However, OWNER, ENGINEER and ENGINEER's Consultants shall not be liable to CONTRACTOR for any claims, costs, losses or damages incurred or sustained by CONTRACTOR on or in connection with any other project or anticipated project.

Reference Points:

4.10. OWNER shall provide available engineering surveys to establish reference points for construction which in ENGINEER's judgment are necessary to enable CONTRACTOR to proceed with the Work. CONTRACTOR shall be responsible for laying out the Work, shall protect and preserve the established reference points, shall provide additional temporary and permanent reference points as required by the Contract Documents, and shall make no changes or relocation without the prior written approval of OWNER. CONTRACTOR shall report to ENGINEER whenever any reference point is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points by a Land Surveyor licensed to practice in the State of Florida.

Asbestos, PCBs, Petroleum, Hazardous Waste or Radioactive Material:

4.11 OWNER shall be responsible for any Asbestos, PCBs, Petroleum, Hazardous Waste or Radioactive Material uncovered or revealed at the site which was not shown or indicated in Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work and which may present a substantial danger to persons or property exposed thereto in connection with the Work at the site. OWNER and ENGINEER shall not be responsible for any such materials brought to the site by CONTRACTOR, Subcontractor, Suppliers or anyone else for whom CONTRACTOR is responsible.

4.12 CONTRACTOR shall immediately: (i) stop all Work in connection with such hazardous condition and in any area affected thereby (except in an emergency as required by paragraph 6.29), and (ii) notify OWNER and ENGINEER (and thereafter confirm such notice in writing). CONTRACTOR shall not be required to resume Work in connection with such hazardous condition or in any such affected area until after OWNER has obtained any required permits related thereto and delivered to CONTRACTOR special written notice: (i) specifying that such

condition and any affected area is or has been rendered safe for the resumption of Work, or (ii) specifying any special conditions under which such Work may be resumed safely. If OWNER and CONTRACTOR cannot agree as to entitlement to or the amount or extent of an adjustment, if any, in Contract Price or Contract Time as a result of such Work stoppage or such special conditions under which Work is agreed by CONTRACTOR to be resumed, either party may make a claim therefore as provided in Articles 11 and 12.

4.13. If after receipt of such special written notice CONTRACTOR does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then OWNER may order such portion of the Work that is in connection with such hazardous condition or in such affected area to be deleted from the Work. If OWNER and CONTRACTOR cannot agree as to entitlement to or the amount or extent of an adjustment, if any, in Contract Price or Contract Time as a result of deleting such portion of the Work, then either party may make a claim therefore as provided in Articles 11 and 12. OWNER may have such deleted portion of the Work performed by OWNER's own forces or others in accordance with Article 7.

4.14. To the fullest extent permitted by Laws and Regulations, OWNER shall indemnify and hold harmless CONTRACTOR. Subcontractors, and the officers, directors, employees, agents, other consultants and subcontractors of each and any of them from and against all claims, costs, losses and damages arising out of or resulting from such hazardous condition, provided that: (i) any such claim, cost, loss or damage is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, and (ii) nothing in this subparagraph 4.5.4 shall obligate OWNER to indemnify any person or entity from and against the consequences of that person's or entity's own negligence.

4.15. The provisions of paragraphs 4.3 and 4.9 are not intended to apply to Asbestos, PCBs, Petroleum, Hazardous Waste or Radioactive Material uncovered or revealed at the site.

ARTICLE 5: BONDS AND INSURANCE

Performance, Payment Maintenance, and Other Bonds:

5.1. CONTRACTOR shall furnish Performance and Payment Bonds, each in an amount at least equal to the Contract Price as security for the faithful performance and payment of all CONTRACTOR's obligations under the Contract Documents. These Bonds shall remain in effect at least until one year after the date when Final Payment becomes due, except as provided otherwise by Laws or Regulations or by the Contract Documents. CONTRACTOR shall insure that each executed copy of the bond form is complete and sealed. CONTRACTOR shall also provide a maintenance bond in the amount of twenty-five percent (25%), of the final Contract Price which shall remain in force for two (2) years after the date when Final Payment becomes due, unless different in the Supplementary Conditions. CONTRACTOR shall also furnish such other Bonds as are required by the Supplementary Conditions. Required surety Payment and Performance Bonds shall be issued from a surety company meeting all requirements of Florida Statute 255.05. All Bonds shall be in the form prescribed by the Contract Documents except as provided otherwise by Laws or Regulations, and shall be executed by such sureties (i) duly authorized by the Florida Department of Insurance to conduct business in Florida, (ii) listed on the approved U.S. Treasury List of Sureties, and otherwise acceptable to the OWNER. If the CONTRACTOR is a partnership, the Bonds shall be signed by each of the individuals who are partners; if a corporation, the Bonds shall be signed in the correct corporate name by duly authorized office, agent or attorney-in-fact. There shall be executed an appropriate number of counterparts of the Bonds corresponding to the number of counterparts in the Contract. Each Bond shall be issued or countersigned by a local procuring agent who is a resident of the State of Florida. All Bonds signed by an agent must be accompanied by a certified copy of such agent's authority to act. In cases where the amount of a surety bond exceeds $500,000 the surety company shall also have an A.M. Best Financial Performance

rating of no less than "A" and a minimum financial size category ranking as follows:

Bond Amount Up To	Financial Class
$ 1,000,000	V
$ 2,500,000	VI
$ 5,000,000	VII
$ 10,000,000	VIII
$ 25,000,000	IX
$ 50,000,000	X
$ 75,000,000	XI
$100,000,000	XII

5.2. A letter of credit, assignment of a certificate of deposit, or cash shall be permitted in lieu of a surety insured bond for construction projects on public buildings or public works projects when the Contract Price exceeds $100,000.00. Any such substitute surety shall contain a provision to the effect that such surety shall reimburse the OWNER for all costs, including attorney's fees, sustained by the OWNER because of the CONTRACTOR's default, or incurred by the OWNER in enforcing a surety's obligations to the OWNER. Substitute sureties must conform to the following standards:

5.2.1. All letters of credit and accompanying performance sureties shall be in the form prescribed and approved by OWNER. All letters of credit shall be issued by a federally or state chartered bank or savings and loan association doing business in Brevard County, Florida, and shall provide the following:

5.2.1.1. A date of expiration at least fourteen (14) months beyond completion of the project.

5.2.1.2. A business office in Brevard County, Florida at which drafts against the letter of credit may be presented.

5.2.2. All assignments of certificates of deposit and accompanying performance sureties shall be in the form prescribed and approved by OWNER. All certificates of deposit shall be issued by a federally or state chartered bank or savings and loan association doing business in Brevard County, Florida, and shall accompany the assignment.

5.2.3. Cash shall be United States currency, or a certified or cashier's check in the amount of the total cost of the Project.

5.3. If the surety on any Bond furnished by CONTRACTOR is declared bankrupt or becomes insolvent or its right to do business is terminated in any state or it ceases to meet the requirements of paragraph 5.1, CONTRACTOR shall within ten (10) days thereafter substitute another bond and surety, both of which must be acceptable to OWNER.

Certificates of Insurance:

5.4. CONTRACTOR shall deliver to OWNER, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by OWNER) for each policy CONTRACTOR is required to purchase and maintain in accordance with paragraph 5.5.

CONTRACTOR's Liability Insurance:

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

5.5.1. At a minimum, the CONTRACTOR shall maintain during the life of this Contract the Statutory Worker's Compensation and Employer Liability for all employees to be engaged in work on the project under this Contract and, in case any such work is sublet, the CONTRACTOR shall require the Subcontractor similarly to provide Worker's Compensation and Employer's Liability Insurance for all of the latter's employees to be engaged in such work, without exception, including those which may be statutorily exempt from worker compensation requirements. Also, if required, Work under this contract shall be included to cover Federal Longshoremen's and Harborworker's Act.

5.5.2. The CONTRACTOR shall maintain during the life of this Contract such general liability, completed operations and products liability, and automobile liability insurance and will provide coverage for claims for damages for personal injury, including accidental death, as well as for claims for property damage, which may arise directly or indirectly from performance of that work under this Contract. The general liability policy should also specifically ensure the contractual liability assumed by the CONTRACTOR. The limits of liability for the insurance required by this Contract shall provide coverage for not less than the following amounts or the limits required by Laws and Regulations, whichever is greater.

5.5.2.1. Comprehensive General Liability: (Including Premises - Operations: Broad Form Property Damage)

5.5.2.1.1. Bodily Injury and Property Damage:

Each Occurrence $1,000,000.00

Aggregate
$1,000,000.00

5.5.2.1.2. Products and Completed Operations:

Each Occurrence $1,000,000.00

Aggregate
$1,000,000.00

5.5.2.1.3. XCU coverage (yes)

5.5.2.1.4. Personal Injury:

Per Person
$1,000,000.00

5.5.2.2. Comprehensive Automobile Liability: (owned, leased, non-owned & hired)

5.5.2.2.1 Bodily Injury and Property Damage:

Each Accident $ 1,000,000.00

5.5.3. Where applicable, the CONTRACTOR shall purchase and maintain adequate flood insurance coverage for work within designated flood hazard areas as defined by Public Law 93-234 (Flood Disaster Protection Act).

5.5.4. The CONTRACTOR shall maintain, as applicable, builder's risk insurance providing "All Risks Coverage" on all buildings and structures, while in the course of construction, including foundations, additions, attachments and all permanent fixtures belonging to and constituting a part of said buildings or structures. The policy or policies shall also cover machinery, if the cost of machinery is included in the Contract. The amount of insurance must at all time be at least equal to the actual cash value of the insured property as determined by the OWNER. The policy shall be in the name of the OWNER and the CONTRACTOR, as their interests may appear, and shall also cover the interests of all Subcontractors performing work.

5.6 The policies of insurance so required by paragraph 5.5 to be purchased and maintained shall:

5.6.1 with respect to insurance required by paragraph 5.5.2, include as additional insured (subject to any customary

exclusion in respect of professional liability) OWNER, ENGINEER, ENGINEER's Consultants and any other persons or entities identified in the Supplementary Conditions, all of whom shall be listed as additional insured, and include coverage for the respective officers and employees of all such additional insured;

5.6.2. include completed operations insurance;

5.6.3. Include contractual liability insurance covering CONTRACTOR's indemnity obligations under paragraphs 6.16, 6.22 and 6.41 through 6.43;

5.6.4. contain a provision or endorsement that the coverage afforded will not be canceled, materially changed or renewal refused until at least thirty (30) days prior written notice has been given to OWNER and to each other additional insured identified in the Supplementary Conditions to whom a certificate of insurance has been issued (and the certificates of insurance furnished by the CONTRACTOR pursuant to paragraph 5.4 will so provide);

5.6.5. remain in effect at least until Final Payment and at all Time thereafter when CONTRACTOR may be correcting, removing or replacing *defective* Work in accordance with paragraph 13.12; and

5.6.6. with respect to completed operations insurance, and any insurance coverage written on a claims-made basis, remain in effect for at least two years after Final Payment (and CONTRACTOR shall furnish OWNER and each other additional insured identified in the Supplementary Conditions to whom a certificate of insurance has been issued evidence satisfactory to OWNER and any such additional insured of continuation of such insurance at Final Payment and one year thereafter).

Acceptance of Bonds and Insurance; Option to Replace:

5.7. If CONTRACTOR does not purchase or maintain all of the Bonds and insurance required by the Contract Documents, CONTRACTOR shall notify the OWNER in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage. Without prejudice to any other right or remedy, OWNER may elect to obtain equivalent Bonds or insurance to protect OWNER's interests at the expense of the CONTRACTOR, and a Change Order shall be issued to adjust the Contract Price accordingly.

Partial Utilization-Property Insurance:

5.8. If OWNER finds it necessary to occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work, such use or occupancy may be accomplished in accordance with paragraph 14.12; provided that no such use or occupancy shall commence before the insurers providing the property insurance have acknowledged notice thereof and in writing effected any changes in coverage necessitated thereby. The insurers providing the property insurance shall consent by endorsement on the policy or policies, but the property insurance shall not be canceled or permitted to lapse on account of any such partial use or occupancy.

ARTICLE 6: CONTRACTOR's RESPONSIBILITIES

Supervision and Superintendence:

6.1. CONTRACTOR shall supervise, inspect and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. CONTRACTOR shall be solely responsible for the means, methods, techniques, sequences and procedures of construction. CONTRACTOR shall be responsible to see that the completed Work complies accurately with the Contract Documents

6.2. CONTRACTOR shall keep on the Work at all time during its progress a competent resident superintendent, who shall not be replaced without written notice to OWNER. The superintendent will be CONTRACTOR's

representative at the site and shall have authority to act on behalf of CONTRACTOR. All communications to the superintendent shall be as binding as if given to CONTRACTOR.

Labor, Materials and Equipment:

6.3. CONTRACTOR shall provide competent, suitably qualified personnel to survey, lay out and construct the Work as required by the Contract Documents. CONTRACTOR shall at all time maintain good discipline and order at the site. All Work at the site shall be performed during regular working hours and CONTRACTOR will not permit overtime work or the performance of Work on Saturday, Sunday or any Brevard County holiday without giving OWNER at least 72 hours notice and receiving OWNER's written consent.

6.3.1 CONTRACTOR shall pay for additional costs to the OWNER for overtime Work which may be authorized under the provisions of paragraph 6.3. Such costs as staff time and engineering charges shall be a subsidiary obligation of CONTRACTOR and no extra payment shall be made by OWNER for such overtime Work. Overtime costs are defined in the Supplemental Conditions.

6.4. Unless otherwise specified in the General Requirements, CONTRACTOR shall furnish and assume full responsibility for all materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities and all other facilities and incidentals necessary for the furnishing, performance, testing, start-up and completion of the Work.

6.5. All materials and equipment shall be of good quality and new, except as otherwise provided in the Contract Documents. All warranties and guarantees specifically called for by the Specifications shall expressly run to the benefit of OWNER. If required by OWNER, CONTRACTOR shall furnish satisfactory evidence (including reports of required tests) as to the kind and quality of materials and equipment. All materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with instructions of the applicable Supplier, except as otherwise provided in the Contract Documents.

Progress Schedule:

6.6. CONTRACTOR shall adhere to the progress schedule established in accordance with paragraph 2.10 as it may be adjusted from time to time as provided below:

6.6.1. CONTRACTOR shall submit to OWNER for acceptance proposed adjustments in the progress schedule that will not change the Contract Time (or Milestones). Such adjustments will conform generally to the progress schedule then in effect and additionally will comply with any provisions of the General Requirements applicable thereto.

6.6.2. Proposed adjustments in the progress schedule that will change the Contract Time (or Milestones) shall be submitted in accordance with the requirements of paragraph 12.1. Such adjustments may only be made by a Change Order or Written Amendment in accordance with Article 12.

"Or-Equal" and Substitute Items:

6.7. Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the specification or description is intended to establish the type, function and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or-equal" item, or no substitution is permitted, other items of material or equipment or material or equipment of other Suppliers may be accepted by OWNER under the following circumstances:

6.7.1 *"Or-Equal":* If in OWNER's sole discretion an item of material or equipment proposed by CONTRACTOR is functionally equal to that named and sufficiently similar so that no change in related Work will be required, it may be considered by OWNER as an "or-equal" item, in which case review and

approval of the proposed item may, in OWNER's sole discretion, be accomplished without compliance with some or all of the requirements for acceptance of proposed substitute items.

6.7.2. *Substitute Items*: If in OWNER's sole discretion an item of material or equipment proposed by CONTRACTOR does not qualify as an "or-equal" item under subparagraph 6.7.1., it will be considered a proposed substitute item. CONTRACTOR shall submit sufficient information as provided below to allow OWNER to determine that the item of material or equipment proposed is equivalent to that named and an acceptable substitute therefore. The procedure for review by the OWNER will include the following as supplemented in the General Requirements and as OWNER may decide is appropriate under the circumstances. Requests for review of proposed substitute items of material or equipment will not be accepted by OWNER from anyone other than CONTRACTOR. If CONTRACTOR wishes to furnish or use a substitute item of material or equipment, CONTRACTOR shall first make written application to ENGINEER for acceptance thereof, certifying in writing that the proposed substitute will perform adequately the functions and achieve the results called for by the design, be similar in substance to that specified and be suited to the same use as that specified. The application will state the extent, if any, to which the evaluation and acceptance of the proposed substitute will prejudice CONTRACTOR's achievement of Substantial Completion on time, whether or not acceptance of the substitute for use in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with OWNER for work on the Project) to adapt the design to the proposed substitute and whether or not incorporation or use of the substitute in connection with the Work is subject to payment of any license fee or royalty. All variations of the proposed substitute from that specified will be identified in the application and available maintenance, repair and replacement service will be indicated. The application will also contain an itemized estimate of all costs or credits that will result directly or indirectly from acceptance of such substitute, including costs of redesign and claims of other contractors affected by the resulting change, all of which will be considered by OWNER in evaluating the proposed substitute. OWNER may require CONTRACTOR to furnish additional data about the proposed substitute.

6.7. 3. *CONTRACTOR's Expense*: All data to be provided by CONTRACTOR in support of any proposed "or-equal" or substitute item will be at CONTRACTOR's expense.

6.7. 4. Contract Time: Any delays in Work resulting from the CONTRACTOR's request for a substitute or "or-equal" item will not be a cause for any claim for an increase in Contract Price or Time.

6.8. *Substitute Construction Methods or Procedures*: If a specific means, method, technique, sequence, or procedure of construction is shown or indicated in and expressly required by the Contract Documents, CONTRACTOR may furnish or utilize a substitute means, method, technique, sequence or procedure of construction acceptable to OWNER. CONTRACTOR shall submit sufficient information to allow OWNER, in OWNER's sole discretion, to determine that the substitute proposed is equivalent to that expressly called for by the Contract Documents. The procedure for review by OWNER will be the same as that provided in subparagraph 6.7.

6.9. *ENGINEER's Evaluation*: ENGINEER will be allowed five (5) business days from the time ENGINEER receives a written proposal for substitution from the CONTRACTOR within which to evaluate each proposal or submittal made pursuant to and in accordance with paragraphs 6.7.2 and 6.8. OWNER will be the sole judge of acceptability. No "or-equal" or substitute will be ordered, installed or utilized without OWNER's prior written acceptance which will be evidenced by either an OWNER authorized Change Order or an approved Shop

Drawing. OWNER may require CONTRACTOR to furnish at CONTRACTOR's expense a special performance guarantee or other surety with respect to any "or-equal" or substitute. ENGINEER will record time required by ENGINEER and ENGINEER's Consultants in evaluating substitutes proposed or submitted by CONTRACTOR pursuant to paragraphs 6.7.2 and 6.8 and in making changes in the Contract Documents (or in the provisions of any other direct contract with OWNER for work on the Project) occasioned thereby. Whether or not OWNER accepts a substitute item so proposed or submitted by CONTRACTOR, CONTRACTOR shall reimburse OWNER for the charges of ENGINEER and ENGINEER's Consultants for evaluating each such proposed substitute item.

Concerning Subcontractors, Suppliers and Others:

6.10. CONTRACTOR shall not employ any Subcontractor, Supplier or other person or organization (including those acceptable to OWNER as indicated in paragraph 6.11.1), whether initially or as a substitute, against whom OWNER may have reasonable objection. CONTRACTOR shall not be required to employ any Subcontractor, Supplier or other person or organization to furnish or perform any of the Work against whom CONTRACTOR has reasonable objection.

6.11. CONTRACTOR shall identify and provide information on Subcontractors, Suppliers, and other persons or organizations which shall be used by CONTRACTOR in accordance with requirements of the Bidding and Contract Documents

6.11.1 Following the Notice of Award, CONTRACTOR shall receive written approval from OWNER for any proposed substitution of Subcontractor, Supplier or other person or organization so identified and initially accepted by OWNER. CONTRACTOR shall supply information on proposed substitute Subcontractors, Suppliers, and other persons or organizations as is required in the Bidding and Contract Documents for the original Subcontractor, Supplier or other person or organization.

6.11.2 OWNER may reject any such Subcontractor, Supplier or other person or organization so identified after OWNER's initial prequalification during bidding or acceptance (either in writing or by failing to make written objection thereto by the date indicated for acceptance or objection in the Bidding Documents or the Contract Documents), in which case CONTRACTOR shall submit an acceptable substitute. If CONTRACTOR believes that an adjustment in Contract Price is warranted due to such revocation by OWNER, CONTRACTOR may make a written claim thereof as provided in Article 11. No acceptance by OWNER of any such Subcontractor, Supplier or other person or organization shall constitute a waiver of any right of OWNER to reject *defective* Work.

6.12. CONTRACTOR shall be fully responsible to OWNER and ENGINEER for all acts and omissions of the Subcontractors, Suppliers and other persons and organizations performing or furnishing any of the Work under a direct or indirect contract with CONTRACTOR just as CONTRACTOR is responsible for CONTRACTOR's own acts and omissions. Nothing in the Contract Documents shall create for the benefit of any such Subcontractor, Supplier or other person or organization any contractual relationship between OWNER or ENGINEER and any such Subcontractor, Supplier or other person or organization, nor shall it create any obligation on the part of OWNER or ENGINEER to pay or to see to the payment of any moneys due any such Subcontractor, Supplier or other person or organization except as may otherwise be required by Laws and Regulations.

6.13. CONTRACTOR shall be solely responsible for scheduling and coordinating the Work of Subcontractors, Suppliers and other persons and organizations performing or furnishing any of the Work under a direct or indirect contract with CONTRACTOR. CONTRACTOR shall require all Subcontractors, Suppliers and such other persons and organizations performing or furnishing any of

the Work to communicate with the ENGINEER and OWNER through CONTRACTOR.

6.14. The divisions and sections of the Specifications and the identifications of any Drawings shall not control CONTRACTOR in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.

6.15. All Work performed for CONTRACTOR by a Subcontractor or Supplier will be pursuant to an appropriate agreement between CONTRACTOR and the Subcontractor or Supplier which specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of OWNER.

Patent Fees and Royalties:

6.16. CONTRACTOR shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product or device is specified in the Contract Documents for use in the performance of the Work and if to the actual knowledge of OWNER or ENGINEER its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by OWNER in the Contract Documents. To the fullest extent permitted by Laws and Regulations, CONTRACTOR shall indemnify and hold harmless OWNER, ENGINEER, ENGINEER's Consultants and the officers, directors, employees, agents and other consultants of each and any of them from and against all claims, costs, losses and damages arising out of or resulting from any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product or device not specified in the Contract Documents.

Permits:

6.17. Unless otherwise provided in the Supplementary Conditions, CONTRACTOR shall obtain and pay for all construction permits and licenses. CONTRACTOR shall pay all governmental charges and inspection fees necessary for the prosecution of the Work, which are applicable at the time of opening of Bids, or, if there are no Bids, on the Effective Date of the Agreement. CONTRACTOR shall pay all charges of utility owners for connections to the Work, and OWNER shall pay all charges of such utility owners for capital costs related thereto such as plant investment fees.

Laws and Regulations:

6.18. CONTRACTOR shall give all notices and comply with all Laws and Regulations applicable to furnishing and performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, OWNER shall not be responsible for monitoring CONTRACTOR's compliance with any Laws or Regulations.

6.18.1. CONTRACTOR shall provide OWNER and ENGINEER copies of all correspondence to regulatory agencies relating to the CONTRACTOR's compliance with all Laws and Regulations applicable to the furnishing and performance of the Work

6.18.2. If CONTRACTOR performs any Work that it is contrary to Laws or Regulations, CONTRACTOR shall bear all claims, costs, losses and damages caused by, arising out of or resulting therefrom.

Taxes:

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

Use of Premises:

6.20. CONTRACTOR shall confine construction equipment, the storage of materials and equipment and the operations of workers to the site and land and areas identified in and permitted by the Contract Documents, OWNER, and other land and areas permitted by Laws and Regulations, rights-of-way, permits and easements; and shall not unreasonably encumber

the premises with construction equipment or other materials or equipment.

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

6.22. CONTRACTOR shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof or of any adjacent land or areas, resulting from the performance of the Work. Should any claim be made by any such owner or occupant because of the performance of the Work, CONTRACTOR shall promptly settle with such other party by negotiation or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law. CONTRACTOR shall, to the fullest extent permitted by Laws and Regulations, indemnify and hold harmless OWNER, ENGINEER, ENGINEER's Consultant and anyone directly or indirectly employed by any of them from and against all claims, costs, losses and damages arising out of or resulting from any claim or action, legal or equitable, brought by any such owner or occupant against OWNER, ENGINEER or any other party indemnified hereunder to the extent caused by or based upon CONTRACTOR's Performance of the Work.

6.23. During the progress of the Work, CONTRACTOR shall keep the premises free from accumulations of waste materials, rubbish and other debris resulting from the Work. At the completion of the Work CONTRACTOR shall remove all waste materials, rubbish and debris from and about the premises as well as all tools, appliances, construction equipment and machinery and surplus materials. CONTRACTOR shall leave the site clean and ready for occupancy by OWNER at Substantial Completion of the Work. CONTRACTOR shall restore to original condition all property not designated for alteration by the Contract Documents.

Record Documents:

6.24. CONTRACTOR shall maintain in a safe place at the site one record copy of all Drawings, Specifications, Addenda, Written Amendments, Change Orders, Work Change Directives, Field Orders and written interpretations and clarifications (issued pursuant to paragraph 9.4) in good order and annotated to show all changes made during construction. These Record Documents together with all approved Samples and a counterpart of all approved Shop Drawings will be available to ENGINEER for reference. Upon completion of the Work, these Record Documents, Samples and Shop Drawings will be delivered to ENGINEER for OWNER.

Safety and Protection:

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

6.25.1. All persons on the Work site or who may be affected by the Work;

6.25.2. All the Work and materials and equipment to be incorporated therein, whether in storage on or off the site; and

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

6.26. CONTRACTOR shall comply with all applicable Laws and Regulations of any public body having jurisdiction for safety of persons or property or to protect them from damage, injury or loss; and shall erect and maintain all necessary safeguards for such safety and protection. CONTRACTOR shall notify owners of adjacent property and of Underground Facilities and utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation and replacement

of their property. All damage, injury or loss to any property referred to in paragraph 6.25.2 or 6.25.3 caused, directly or indirectly, in whole or in part, by CONTRACTOR, any Subcontractor, Supplier or any other person or organization directly or indirectly employed by any of them to perform or furnish any of the Work or anyone for whose acts any of them may be liable, shall be remedied by CONTRACTOR CONTRACTOR's duties and responsibilities for safety and for protection of the Work shall continue until such time as all the Work is completed and ENGINEER has issued a notice to OWNER and CONTRACTOR in accordance with paragraph 14.14 that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).

Safety Representative:

6.27. CONTRACTOR shall designate a qualified and experienced safety representative at the site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.

Hazard Communication Programs:

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

Emergencies:

6.29. In emergencies affecting the safety or protection of persons or the Work or property at the site or adjacent thereto, CONTRACTOR, without special instruction or authorization from OWNER or ENGINEER, is obligated to act to prevent threatened damage, injury or loss. CONTRACTOR shall give OWNER prompt (but in no event later than ten (10) days) written notice if CONTRACTOR believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby. If OWNER determines that a change in the Contract Documents is required because of the action taken by CONTRACTOR in response to such an emergency, a Work Change Directive or Change Order will be issued to document the consequences of such action.

Shop Drawings and Samples:

6.30. CONTRACTOR shall submit Shop Drawings to ENGINEER for review and approval in accordance with the accepted schedule of Shop Drawings and Sample submittals (see paragraph 2.10). All submittals will be identified as ENGINEER may require and in the number of copies specified in the General Requirements. The data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials and similar data to show ENGINEER the materials and equipment CONTRACTOR proposes to provide and to enable ENGINEER to review the information for the limited purposes required by paragraph 6.36.

6.31. CONTRACTOR shall also submit Samples to ENGINEER for review and approval in accordance with said accepted schedule of Shop Drawings and Sample submittals. Each Sample will be identified clearly as to material, Supplier, pertinent data such as catalog numbers and the use for which intended and otherwise as ENGINEER may require to enable ENGINEER to review the submittal for the limited purposes required by paragraph 6.36. The numbers of each Sample to be submitted will be as specified in the Specifications.

Submittal Procedures:

6.32. Before submitting each Shop Drawing or Sample, CONTRACTOR shall have determined and verified:

6.32.1. All field measurements, quantities, dimensions, specified performance criteria, installation requirements, materials, catalog numbers and similar information with respect thereto.

6.32.2. All materials with respect to intended use, fabrication, shipping, handling, storage, assembly and installation pertaining to the performance of the Work, and

6.32.3. All information relative to CONTRACTOR's sole responsibilities in respect of means, methods, techniques, sequences

and procedures of construction and safety precautions and programs incident thereto.

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

6.34. Each submittal will bear a stamp or specific written indication that CONTRACTOR has satisfied CONTRACTOR's obligations under the Contact Documents with respect to CONTRACTOR's review and approval of that submittal. The CONTRACTOR's stamp will be in the form as shown in Section "G" of the Contract Documents.

6.35. At the time of each submission, CONTRACTOR shall give ENGINEER specific written notice of such variations, if any, that the Shop Drawing or Sample submitted have from the requirements of the Contract Documents, such notice to be in a written communication attached to the submittal; and, in addition, shall cause a specific notation to be made on each Shop Drawing and Sample submitted to ENGINEER for review and approval of each such variation.

6.36. ENGINEER will review and approve Shop Drawings and Samples completed in accordance with paragraph 6.32 within ten (10) business days from ENGINEER's receipt of the completed package. ENGINEER's review and approval will be only to determine if the items covered by the submittals will, after installation or incorporation in the Work, conform to the Contract Documents and be compatible with the completed Project as a functioning whole as indicated by the Contract Documents. ENGINEER's review and approval will not extend to means, methods, techniques, sequences or procedures of construction (except where a particular means, method, technique, sequence or procedure of construction is specifically and expressly called for by the Contract Documents) or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions. CONTRACTOR shall make corrections required by ENGINEER, and shall return the required number of corrected copies of Shop Drawings and submit as required new Samples for review and approval. CONTRACTOR shall direct specific attention in writing to revisions other than the corrections called for by ENGINEER on previous submittals.

6.37. Where a Shop Drawing or Sample is required by the Contract Documents or the schedule of Shop Drawings and Sample submissions accepted by ENGINEER as required by paragraph 2.10, any related Work performed prior to ENGINEER's review and approval of the pertinent submittal will be at the sole expense and responsibility of CONTRACTOR.

Continuing the Work:

6.38. CONTRACTOR shall carry on the Work and adhere to the progress schedule during all disputes or disagreements with OWNER. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, except as permitted by paragraph 15.6 or as OWNER and CONTRACTOR may otherwise agree in writing.

CONTRACTOR's General Warranty and Guarantee:

6.39. CONTRACTOR warrants and guarantees to OWNER that all Work will be in accordance with the Contract Documents and will not be *defective*.

6.40. CONTRACTOR's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of CONTRACTOR's obligation to perform the Work in accordance with the Contract Documents:

6.40.1. Observations by OWNER or ENGINEER:

6.40.2. Recommendation of any progress or Final Payment by ENGINEER or payment by OWNER;

6.40.3. The issuance of a certificate of Substantial Completion or any payment by

OWNER to CONTRACTOR under the Contract Documents;

6.40.4. Use or occupancy of the Work or any part thereof by OWNER

6.40.5. Any acceptance by OWNER or any failure to do so;

6.40.6. Any review and approval of a Shop Drawing or Sample submittal or the issuance of a notice of acceptability by ENGINEER pursuant to paragraph 14.15;

6.40.7. Any inspection, test or approval by others; or

6.40.8. Any correction of defective Work by OWNER.

Indemnification:

6.41. To the fullest extent permitted by Laws and Regulations, CONTRACTOR shall indemnify and hold harmless OWNER, ENGINEER, ENGINEER's Consultants and the officers, directors, employees, agents and other consultants of each and any of them from and against all claims, costs, losses and damages (including but not limited to all fees and charges of engineers, architects, attorneys and other professionals and all court or other dispute resolution costs) caused by, arising out of or resulting from the performance of the Work, provided that any such claim, cost, loss or damage: (i) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, and (ii) is caused in whole or in part by any negligent act or omission of CONTRACTOR, any Subcontractor, any Supplier, any person or organization directly or indirectly employed by any of them to perform or furnish any of the Work or anyone for whose acts any of them may be liable, regardless of whether or not caused in part by any negligence or omission of a person or entity indemnified hereunder or whether liability is imposed upon such indemnified party by Laws and Regulations regardless of the negligence of any such person or entity. The CONTRACTOR acknowledges that specific consideration has been received for this hold harmless/indemnification provision.

6.42. In any and all claims against OWNER or ENGINEER or any of their respective consultants, agents, officers, directors or employees by any employee (or the survivor or personal representative of such employee) of CONTRACTOR, any Subcontractor, any Supplier, any person or organization directly or indirectly employed by any of them to perform or furnish any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under paragraph 6.41 shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for CONTRACTOR or any such Subcontractor, Supplier or other person or organization under workers' compensation acts, disability benefit acts or other employee benefit acts.

6.43. The indemnification obligations of CONTRACTOR under paragraph 6.41 shall not extend to the liability of ENGINEER and ENGINEER's Consultants, officers, directors, employees or agents caused by the professional negligence, errors or omissions of any of them.

Determinations for Unit Prices:

6.44. CONTRACTOR will determine the actual quantities and classifications of Unit Price Work performed by CONTRACTOR. ENGINEER will verify the CONTRACTOR's determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise).

Survival of Obligations:

6.45. All representations, indemnifications, warranties and guarantees made in, required by or given in accordance with the Contract Documents, as well as all continuing obligations indicated in the Contract Documents, will survive Final Payment, completion and acceptance of the Work and termination or completion of the Agreement.

ARTICLE 7: OTHER WORK

Related Work at Site:

7.1. OWNER may perform other work related to the Project at the site by OWNER's own forces, other contractors, or have other work performed by utility owners.

7.2. CONTRACTOR shall afford each other contractor who is a party to such a direct contract and each utility owner (and OWNER, if OWNER is performing the additional work with OWNER's employees) proper and safe access to the site and a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work and shall properly connect and coordinate the Work with theirs. Unless otherwise provided in the Contract Documents, CONTRACTOR shall do all cutting, fitting and patching of the Work that may be required to make its several parts come together properly and integrate with such other work. CONTRACTOR shall not endanger any work of others by cutting, excavating or otherwise altering their work and will only cut or alter their work with the written consent of OWNER and the others whose work will be affected.

7.3. If the proper execution or results of any part of CONTRACTOR's Work depends upon work performed by others under this Article 7, CONTRACTOR shall inspect such other work and promptly (but in no event later than five (5) days) report to OWNER in writing any delays, defects or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of CONTRACTOR's Work. CONTRACTOR's failure to report will constitute an acceptance of such other work as fit and proper for integration with CONTRACTOR's Work except for latent or non-apparent defects and deficiencies in such other work.

Coordination:

7.4. If OWNER contracts with others for the performance of other work on the Project at the site, the following will be set forth in Supplementary Conditions:

7.4.1. The person, firm or corporation who will have authority and responsibility for coordination of the activities among the various prime contractors will be identified;

7.4.2. The specific matters to be covered by such authority and responsibility will be itemized; and

7.4.3. The extent of such authority and responsibilities will be provided.

Unless otherwise provided in the Supplementary Conditions, OWNER shall have sole authority and responsibility in respect of such coordination.

ARTICLE 8: OWNER'S RESPONSIBILITIES

8.1. Except as otherwise provided in these General Conditions and Supplementary Conditions, OWNER shall issue all communications to CONTRACTOR through ENGINEER.

8.2. In case of termination of the employment of ENGINEER, OWNER shall appoint a representative whose status under the Contract Documents shall be that of the former ENGINEER.

8.3. OWNER shall furnish the data required of OWNER under the Contract Documents promptly and shall make payments to CONTRACTOR promptly when they are due as provided in paragraphs 14.4 and 14.13.

8.4. OWNER's duties in respect of providing lands and easements and providing engineering surveys to establish reference points are set forth in paragraphs 4.1 and 4.10. Paragraph 4.2 refers to OWNER's identifying and making available to CONTRACTOR copies of reports of explorations and tests of subsurface conditions at the site and drawings of physical conditions in existing structures at or contiguous to the site that have been utilized by ENGINEER in preparing the Contract Documents.

8.5. OWNER is obligated to execute Change Orders as indicated in paragraph 10.4.

8.6. OWNER's responsibility with respect to certain inspections, tests and approvals is set forth in paragraph 13.4.

8.7. In connection with OWNER's right to stop Work or suspend Work, see paragraphs 13.10 and 15.1. Paragraph 15.2 deals with OWNER's right to terminate services of CONTRACTOR under certain circumstances.

8.8 OWNER will have authority to disapprove or reject Work which OWNER believes to be *defective*, or that OWNER believes will not produce a completed Project that conforms to the Contract Documents or that will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. OWNER will also have authority to require special inspection or testing of the Work as provided in paragraph 13.9, whether or not the Work is fabricated, installed or completed.

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

8.10. OWNER'S responsibility in respect of undisclosed Asbestos, PCBs, Petroleum, Hazardous Waste or Radioactive Materials uncovered or revealed at the site is set forth in paragraph 4.11.

ARTICLE 9: ENGINEER'S STATUS DURING CONSTRUCTION

OWNER's Representative:

9.1. ENGINEER will be OWNER's representative during the construction period unless otherwise specified in the Supplementary Conditions. The duties and responsibilities and the limitations of authority of ENGINEER as OWNER's representative during construction are set forth in the Contract Documents and shall not be extended without written consent of OWNER and ENGINEER.

Visits to Site:

9.2. ENGINEER will make visits to the site at intervals appropriate to the various stages of construction as OWNER and ENGINEER deem necessary in order to observe, as an experienced and qualified design professional, the progress that has been made and the quality of the various aspects of CONTRACTOR's executed Work. ENGINEER's visits and on-site observations are subject to all the limitations on ENGINEER's authority and responsibility set forth in paragraph 9.11, and particularly, but without limitation, during or as a result of ENGINEER's on-site visits or observations of CONTRACTOR's Work ENGINEER will not supervise, direct, control or have authority over or be responsible for CONTRACTOR's means, methods, techniques, sequences or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of CONTRACTOR to comply with Laws and Regulations applicable to the furnishing or performance of the Work.

Project Representative:

9.3. If OWNER requires, ENGINEER will furnish a Resident Project Representative to assist ENGINEER in providing more continuous observation of the Work. The responsibilities and authority and limitations thereon of any such Resident Project Representative and assistants will be as provided in paragraph 9.11 and in the Supplementary Conditions. If OWNER designates another representative or agent to represent OWNER at the site who is not ENGINEER's Consultant, agent or employee, the responsibilities and authority and limitations thereon of such other person will be as provided in the Supplementary Conditions.

Clarifications and Interpretations:

9.4. ENGINEER will issue within five (5) business days from the receipt of a written request for clarification or interpretation such written clarifications or interpretations of the requirements of the Contract Documents (in the form of Drawings or otherwise) as ENGINEER may determine necessary, which shall be consistent with the intent of and reasonably inferable from Contract Documents. Such written clarifications and interpretations will be binding on CONTRACTOR. If CONTRACTOR believes that a

written clarification or interpretation justifies an adjustment in the Contract Price or the Contract Time and the parties are unable to agree to the amount or extent thereof, if any, CONTRACTOR may make a written claim therefore as provided in Article 11 or Article 12.

Authorized Variations in Work:

9.5. ENGINEER may authorize minor variations in the Work from the requirements of the Contract Documents which do not involve an adjustment in the Contract Price or the Contract Time and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. These may be accomplished by a Field Order and will be binding on CONTRACTOR who shall perform the Work involved promptly. If CONTRACTOR believes that a Field Order justifies an adjustment in the Contract Price or the Contract Time and the parties are unable to agree as to the amount or extent thereof, CONTRACTOR may make a written claim therefore as provided in Article 11 or 12.

Rejecting Defective Work:

9.6. ENGINEER will have authority to recommend that OWNER disapprove or reject Work which ENGINEER believes to be *defective*, or that ENGINEER believes will not produce a completed Project that conforms to the Contract Documents or that will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. ENGINEER will also have authority to recommend that the OWNER require special inspection or testing of the Work as provided in paragraph 13.9, whether or not the Work is fabricated, installed or completed.

Shop Drawings, Change Orders and Payments:

9.7. In connection with ENGINEER's authority as to Shop Drawings and Samples, see paragraphs 6.29. through 6.35. inclusive.

9.8. In connection with ENGINEER's authority as to Applications for Payment, see Article 14.

Determinations for Unit Prices:

9.9. CONTRACTOR will determine the actual quantities and classifications of Unit Price Work performed by CONTRACTOR. ENGINEER will verify the CONTRACTOR's determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment).

Decisions on Disputes:

9.10. ENGINEER will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work thereunder. OWNER will be the final interpreter of the Contract Documents and judge of the acceptability of the Work thereunder.

Limitations on ENGINEER's Authority and Responsibilities:

9.11. Neither ENGINEER's authority or responsibility under this Article 9 or under any other provision of the Contract Documents nor any decision made by ENGINEER in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise or performance of any authority or responsibility by ENGINEER shall create, impose or give rise to any duty owed by ENGINEER to CONTRACTOR, any Subcontractor, any Supplier, any other person or organization, or to any surety for or employee or agent of any of them.

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

9.13. ENGINEER will not be responsible for the acts or omissions of CONTRACTOR or of any Subcontractor, any Supplier, or of any other person or organization performing or furnishing any of the Work.

9.14. ENGINEER's review of the Final Application for Payment and accompanying documentation and all maintenance and

operating instructions, schedules, guarantees, bonds and certificates of inspection, tests and approvals and other documentation required to be delivered by paragraph 14.14 will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests and approvals that the results certified indicate compliance with, the Contract Documents.

9.15. The limitations upon authority and responsibility set forth in this paragraph 9.11 shall also apply to ENGINEER's Consultants, Resident Project Representative and assistants.

ARTICLE 10: CHANGES IN THE WORK

10.1. Without invalidating the Agreement and without notice to any surety, OWNER may, at any time or from time to time, order additions, deletions or revisions in the Work. Such additions, deletions or revisions will be authorized by a Written Amendment, a Change Order, or a Work Change Directive. Upon receipt of any such document, CONTRACTOR shall promptly proceed with the Work involved which will be performed under the applicable conditions of the Contract Documents (except as otherwise specifically provided).

10.2. If OWNER and CONTRACTOR are unable to agree as to the extent, if any, of an adjustment in the Contract Price or an adjustment of the Contract Time that should be allowed as a result of a Work Change Directive, a claim may be made therefore as provided in Article 11 or Article 12.

10.3. CONTRACTOR shall not be entitled to an increase in the Contract Price or an extension of the Contract Time with respect to any Work performed that is not required by the Contract Documents as amended, modified and supplemented as provided in paragraphs 3.8 and 3.9 except in the case of an emergency as provided in paragraph 6.29 or in the case of uncovering Work as provided in paragraph 13.9.

10.4. OWNER and CONTRACTOR shall execute appropriate Change Orders (or Written Amendments) covering:

10.4.1. Changes in the Work which are (i) ordered by OWNER pursuant to paragraph 10.1, (ii) required because of acceptance of *defective* Work under paragraph 13.13 or correcting *defective* Work under paragraph 13.14, or (iii) agreed to by the parties;

10.4.2. Changes in the Contract Price or Contract Time which are agreed to by the parties; and provided that, in lieu of executing any such Change Order, the OWNER shall provide written notice to CONTRACTOR to carry on the Work and adhere to the progress schedule as provided in paragraph 6.38 while the parties negotiate the terms, if any, of a Change Order.

10.5. If notice of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Time) is required by the provisions of any Bond to be given to a surety, the giving of any such notice will be CONTRACTOR's responsibility, and the amount of each applicable Bond will be adjusted accordingly. CONTRACTOR shall furnish proof of such adjustment to OWNER.

ARTICLE 11: CHANGE OF CONTRACT PRICE

11.1. The Contract Price constitutes the total compensation (subject to written authorized adjustments) payable to CONTRACTOR for performing the Work. All duties, responsibilities and obligations assigned to or undertaken by CONTRACTOR shall be at CONTRACTOR's expense without change in the Contract Price.

11.2. The Contract Price may only be changed by a Change Order or by a Written Amendment. Any claim for an adjustment in the Contract Price shall be based on written notice delivered by the party making the claim to the OWNER promptly (but in no event later than five (5) days) after the start of the occurrence or event giving rise to the claim and stating the general nature of the claim. Notice of the amount of the claim with supporting data shall be delivered within thirty (30) days after the start of such occurrence or event (unless OWNER allows additional time for claimant to submit additional or more accurate data in

support of the claim) and shall be accompanied by claimant's written statement that the adjustment claimed covers all known amounts to which the claimant is entitled as a result of said occurrence or event. All claims for adjustment in the Contract Price shall be determined by OWNER. No claim for an adjustment in the Contract Price will be valid if not submitted in accordance with this paragraph 11.2.

11.3. The value of any Work covered by a Change Order or of any claim for an adjustment in the Contract Price will be determined as follows:

11.3.1. where the Work involved is covered by unit prices contained in the Contract Documents, by application of such unit prices to the quantities of the items involved (subject to the provisions of paragraphs 11.9 through 11.11.3, inclusive);

11.3.2. Where the Work involved is not covered by unit prices contained in the Contract Documents, by a mutually agreed lump sum;

11.3.3. where the Work involved is not covered by unit prices contained in the Contract Documents and agreement to a lump sum is not reached under paragraph 11.3.2, on the basis of the Cost of the Work (determined as provided in paragraphs 11.4 and 11.5) plus a CONTRACTOR's fee for overhead and profit (determined as provided in paragraph 11.6).

Cost of the Work:

11.4. The term Cost of the Work means the sum of all costs necessarily incurred and paid by CONTRACTOR in the proper performance of the Work. Except as otherwise may be agreed to in writing by OWNER, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall include only the following items and shall not include any of the costs itemized in paragraph 11.5:

11.4.1. Payroll costs for employees in the direct employ of CONTRACTOR in the performance of the Work under schedules of job classifications agreed upon by OWNER and CONTRACTOR. Such employees shall include without limitation superintendents, foremen and other personnel employed full-time at the site. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits which shall include social security contributions, unemployment, excise and payroll taxes, and workers' compensation. The expenses of performing Work after regular working hours, on Sunday or legal holidays, shall be included in the above to the extent authorized by OWNER.

11.4.2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to CONTRACTOR unless OWNER deposits funds with CONTRACTOR with which to make payments, in which case the cash discounts shall accrue to OWNER. All trade discounts, rebates and refunds and returns from sale of surplus materials and equipment shall accrue to OWNER, and CONTRACTOR shall make provisions so that they may be obtained.

11.4.3. Payments made by CONTRACTOR to the Subcontractors for Work performed or furnished by Subcontractors. If required by OWNER, CONTRACTOR shall obtain competitive bids from subcontractors acceptable to OWNER and CONTRACTOR and shall deliver such bids to OWNER who will then determine, with the advice of ENGINEER, which bids, if any, will be accepted. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work Plus a fee, the Subcontractor's Cost of the Work and fee shall be determined in the same manner as CONTRACTOR's Cost of the Work and fee as provided in paragraphs 11.4, 11.5, 11.6 and 11.7. All subcontracts shall be subject to the other provisions of the Contract Documents insofar as applicable.

11.4.4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys and accountants) employed for services directly related to the performance of Work.

11.4.5. Supplemental costs including the following:

11.4.5.1. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office and temporary facilities at the site and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost less market value of such items used but not consumed which remain the property of CONTRACTOR.

11.4.5.2. Rentals of all construction equipment and machinery and the parts thereof whether rented from CONTRACTOR or others in accordance with rental agreements approved by OWNER with the advice of ENGINEER, and the costs of transportation, loading, unloading, installation, dismantling and removal thereof-all in accordance with the terms of said rental agreements. The rental of any such equipment, machinery or parts shall cease when the use thereof is no longer necessary for the Work.

11.4.5.3. Sales, consumer, use or similar taxes related to the Work, and for which CONTRACTOR is liable, imposed by Laws and Regulations.

11.4.5.4. Fees for permits and licenses.

11.4.5.5. The cost of utilities, fuel and sanitary facilities at the site

11.4.5.6. Cost of premiums for additional Bonds and insurance required because of changes in the Work.

11.5. The term Cost of the Work shall not include any of the following:

11.5.1. Payroll costs and other compensation of CONTRACTOR's officers, executives, principals (of partnership and sole proprietorships), general managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expediters, timekeepers, clerks and other personnel employed by CONTRACTOR whether at the site or in CONTRACTOR's principal or a branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in paragraph 11.4.1 or specifically covered by paragraph 11.4.4-all of which are to be considered administrative costs covered by the CONTRACTOR's fee.

11.5.2. Expenses of CONTRACTOR's principal and branch offices other than CONTRACTOR's office at the site.

11.5.3. Any part of CONTRACTOR's capital expenses, including interest on CONTRACTOR's capital employed for the Work and charges against CONTRACTOR for delinquent payments.

11.5.4. Cost of premiums for all Bonds and for all insurance whether or not CONTRACTOR is required by the Contract Documents to purchase and maintain the same (except for the cost of premiums covered by subparagraph 11.4.5.6 above).

11.5.5. Costs due to the negligence of CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of *defective* Work, disposal of materials or equipment wrongly supplied and making good any damage to property.

11.5.6. Costs, losses, or damages incurred or sustained by CONTRACTOR on or in connection with any other project or anticipated project.

Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in paragraph 11.4.

11.6. The CONTRACTOR's fee allowed to CONTRACTOR for overhead and profit shall be determined as follows:

11.6.1. A mutually acceptable fixed fee; or

11.6.2. If a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:

11.6.2.1. For costs incurred under paragraphs 11.4.1 and 11.4.2, the CONTRACTOR's fee shall be ten (10) percent;

11.6.2.2. For costs incurred under paragraph 11.4.3, the CONTRACTOR's fee shall be five (5) percent;

11.6.2.3. where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of paragraphs 11.4.1, 11.4.2, 11.4.3 and 11.6.2 is that the Subcontractor who actually performs or furnishes the Work, at whatever tier, will be paid a fee of ten (10) percent of the costs incurred by such Subcontractor under paragraphs 11.4.1 and 11.4.2 and that any higher tier Subcontractor and CONTRACTOR will each be paid a fee of five (5) percent of the amount paid to the next lower tier Subcontractor.

11.6.2.4. No fee shall be payable on the basis of costs itemized under paragraphs 11.4.4, and 11.5;

11.6.2.5. the amount of credit to be allowed by CONTRACTOR to OWNER for any change which results in a net decrease in cost will be the amount of the actual net decrease in cost plus a deduction in CONTRACTOR's fee by an amount equal to the allowance for overhead and profit as established in this paragraph 11.6 of such net decrease; and

11.6.2.6. When both additions and credits are involved in any one change, the adjustment in CONTRACTOR's fee shall be computed on the basis of the net change in accordance with paragraphs 11.6.2.1 through 11.6.2.5, inclusive.

11.7. Whenever the cost of any Work is to be determined pursuant to paragraphs 11.4 and 11.5, CONTRACTOR will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in form acceptable to OWNER an itemized cost breakdown together with supporting data.

Cash Allowances:

11.8. It is understood that CONTRACTOR has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be furnished and performed for such sums as may be acceptable to OWNER. CONTRACTOR agrees that:

11.8.1. the allowances include the cost to CONTRACTOR (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the site, and all applicable taxes; and

11.8.2. CONTRACTOR's costs for unloading and handling on the site, labor, installation costs, overhead, profit and other expenses contemplated for the allowances have been included in the Contract Price and not in the allowances and no demand for additional payment on account of any of the foregoing will be valid.

Prior to Final Payment, an appropriate Change Order will be issued to reflect actual amounts due CONTRACTOR on account of Work covered by allowances, and the Contract Price shall be correspondingly adjusted.

Unit Price Work:

11.9. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the established unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Determinations of the actual quantities and classifications of Unit Price Work performed by CONTRACTOR will be made by ENGINEER in accordance with paragraph 9.9.

11.10. Each unit price will be deemed to include an amount considered by CONTRACTOR to be adequate to cover CONTRACTOR's overhead and profit for each separately identified item.

11.11. OWNER or CONTRACTOR may make a claim for an adjustment in the Contract Price in accordance with Article 11 if:

11.11.1. the quantity of any item of Unit Price Work performed by CONTRACTOR differs materially and significantly from the estimated quantity of such item indicated in the Agreement; and

11.11.2. There is no corresponding adjustment with respect to any other item of Work; and

11.11.3. If CONTRACTOR believes that CONTRACTOR is entitled to an increase in Contract Price as a result of having incurred additional expense or OWNER believes that OWNER is entitled to a decrease in Contract Price and the parties are unable to agree as to the amount of any such increase or decrease.

ARTICLE 12: CHANGE OF CONTRACT TIME

12.1. The Contract Time (or Milestones) may only be changed by a Change Order or a Written Amendment. Any claim for an adjustment of the Contract Time (or Milestones) shall be based on written notice delivered by the party making the claim to the other party and to OWNER promptly (but in no event later than five (5) days) after the occurrence of the event giving rise to the claim and stating the general nature of the claim. Notice of the extent of the claim with supporting data shall be delivered within thirty (30) days after such occurrence (unless OWNER allows an additional period of time to ascertain more accurate data in support of the claim) and shall be accompanied by the claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant has reason to believe it is entitled as a result of the occurrence of said event. No claim for an adjustment in the Contract Time (or Milestones) will be valid if not submitted in accordance with the requirements of this paragraph 12.1.

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

12.3 In the event of a claim under paragraph 12.1, the Contract Time may be extended in an amount equal to time lost due to delays beyond the control of the CONTRACTOR. Such delays shall include, but not be limited to, acts or neglect by OWNER, acts or neglect by other contractors performing other work as contemplated by Article 7, acts or neglect by utility owners, fires, floods, labor disputes, epidemics, abnormal weather conditions, or acts of God. The CONTRACTOR shall not be entitled to any claim for damages and CONTRACTOR's sole remedy for any delays in the progress of the Work from any cause whatsoever shall be an extension of the Contract Time.

12.4 Extension of time for "abnormal weather" shall be granted only under the following conditions:

12.4.1 All weather delays will be considered on a cumulative calendar month basis.

12.4.2 On-site rainfall measurements will be recorded by the ENGINEER at the end of each work day.

12.4.3 At the end of each month, the cumulative rainfall for that month will be tabulated by the ENGINEER, as well as the number of days where the rainfall amount was greater than 0.25 inches.

12.4.4 If the total monthly rainfall exceeds the average monthly rainfall and the number of days when the rainfall amount is greater than 0.25 inches exceeds the average number of days for that month, the Contract Time shall be extended by the lesser number of days as follows:

12.4.4.1 The actual number of days that Work has stopped because of rainfall; or

12.4.4.2 The number of days where the rainfall amount is greater than 0.25 inches less the average number of days that rainfall historically exceeds 0.25 inches for the given month.

12.4.5 The average monthly rainfall and average number of days rainfall exceeds 0.25 inches will be determined from the published information of the National Climatological Data Center.

12.5 CONTRACTOR shall carry on the Work and adhere to the progress schedule during resolution of any claims made by CONTRACTOR pursuant to paragraph 12.1.

ARTICLE 13: TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF *DEFECTIVE* WORK

13.1. Notice of Defects: Prompt notice of all *defective* Work of which OWNER or ENGINEER have actual knowledge will be given to CONTRACTOR. All *defective* Work may be rejected, corrected or accepted as provided in this Article 13.

Access to Work:

13.2. OWNER, ENGINEER, ENGINEER's Consultants, other representatives and personnel of OWNER, independent testing laboratories and governmental agencies with jurisdictional interests will have access to the Work at reasonable Time for their observation, inspecting and testing. CONTRACTOR shall provide them proper and safe conditions for such access and advise them of CONTRACTOR's site safety procedures and programs so that they may comply therewith as applicable.

Tests and Inspections:

13.3. CONTRACTOR shall give OWNER timely notice of readiness of the Work for all required inspections, tests or approvals, and shall cooperate with inspection and testing personnel to facilitate required inspections or tests.

13.4. OWNER shall employ and pay for the services of an independent testing laboratory to perform all inspections, tests, or approvals required by the Contract Documents except:

13.4.1. for inspections, tests or approvals covered by paragraph 13.5 below;

13.4.2. that costs incurred in connection with tests or inspections conducted pursuant to paragraph 13.9 below shall be paid as provided in said paragraph 13.9; and

13.4.3. As otherwise specifically provided in the Contract Documents.

13.5. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested or approved by an employee or other representative of such public body, CONTRACTOR shall assume full responsibility for arranging and obtaining such inspections, tests or approvals, pay all costs in connection therewith, and furnish OWNER the required certificates of inspection, or approval. CONTRACTOR shall also be responsible for arranging and obtaining and shall pay all costs in connection with any inspections, tests or approvals required for OWNER's acceptance of materials or equipment to be incorporated in the Work, or of materials, mix designs, or equipment submitted for approval prior to CONTRACTOR's purchase thereof for incorporation in the Work.

13.6. If any Work (or the work of others) that is to be inspected, tested or approved is covered by CONTRACTOR, it must, if requested by OWNER, be uncovered for observation.

13.7. Uncovering Work as provided in paragraph 13.6 shall be at CONTRACTOR's expense unless CONTRACTOR has given OWNER five (5) day notice of CONTRACTOR's intention to cover the same and OWNER has not acted with reasonable promptness in response to such notice.

Uncovering Work.

13.8. If any Work is covered contrary to the written request of OWNER, it must, if requested by OWNER, be uncovered for OWNER's observation and replaced at CONTRACTOR's expense.

13.9. If OWNER considers it necessary or advisable that covered Work be observed by OWNER or inspected or tested by others, CONTRACTOR, at OWNER's request, shall uncover, expose or otherwise make available for observation, inspection or testing as OWNER may require, that portion of the Work in question, furnishing all necessary labor, material and equipment. If it is found that such Work is *defective*, CONTRACTOR shall pay all claims, costs, losses and damages caused by, arising out of or resulting from such uncovering, exposure, observation, inspection and testing and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and OWNER shall be entitled to an appropriate decrease in the Contract Price, and, if the parties are unable to agree as to the amount thereof, may make a claim therefore as provided in Article 11. If, however, such Work is not found to be *defective*, CONTRACTOR shall be allowed an increase in the Contract Price or an extension of the Contract Time (or Milestones), or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement and reconstruction; and, if the parties are unable to agree as to the amount or extent thereof, CONTRACTOR may make a claim therefore as provided in Articles 11 and 12.

OWNER May Stop the Work:

13.10. If the Work is *defective*, or CONTRACTOR fails to supply sufficient skilled workers or suitable materials or equipment, or fails to furnish or perform the Work in such a way that the completed Work will conform to the Contract Documents, OWNER may order CONTRACTOR to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of OWNER to stop the Work shall not give rise to any duty on the part of OWNER to exercise this right for the benefit of CONTRACTOR or any surety or other party.

Correction or Removal of Defective Work:

13.11. If required by OWNER, CONTRACTOR shall promptly, as directed, either correct all *defective* Work, whether or not fabricated, installed or completed, or, if the Work has been rejected by OWNER, remove it from the site and replace it with Work that is not *defective*. CONTRACTOR shall pay all claims, costs, losses and damages caused by or resulting from such correction or removal (including but not limited to all costs of repair or replacement of work of others).

13.11.1 The CONTRACTOR shall not be entitled to an extension of the Contract Time for correcting or removing *defective* Work.

Correction Period:

13.12. If within one (1) year after the date of Final Acceptance or any applicable special guarantee required by the Contract Documents or by any specific provision of the Contract Documents, any Work is found to be *defective*, CONTRACTOR shall promptly, without cost to OWNER and in accordance with OWNER's written instructions: (i) correct such *defective* Work, or, if it has been rejected by OWNER, remove it from the site and replace it with Work that is not *defective*, and (ii) satisfactorily correct or remove and replace any damage to other Work or the work of others resulting therefrom. If CONTRACTOR does not promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, OWNER may have the *defective* Work corrected or the rejected Work removed and replaced, and all claims, costs, losses and damages caused by or resulting from such

removal and replacement (including but not limited to all costs of repair or replacement of work of others) will be paid by CONTRACTOR. The OWNER may make claim under the Performance or Maintenance bond as provided for in Article 5.

13.13. Where *defective* Work (and damage to other Work resulting therefrom) has been corrected, removed or replaced under this paragraph 13.12, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.

Acceptance of *Defective* Work:

13.14. If, instead of requiring correction or removal and replacement of *defective* Work, OWNER prefers to accept it, OWNER may do so. CONTRACTOR shall pay all claims, costs, losses and damages attributable to OWNER's evaluation of and determination to accept such *defective* Work. If any such acceptance occurs prior to Final Payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and OWNER shall be entitled to an appropriate decrease in the Contract Price, and, if the parties are unable to agree as to the amount thereof, OWNER may make a claim therefore as provided in Article 11.

OWNER May Correct *Defective* Work:

13.15. If CONTRACTOR fails within a reasonable time after written notice from OWNER to correct *defective* Work or to remove and replace rejected Work as required by OWNER in accordance with paragraph 13.11, or if CONTRACTOR fails to perform the Work in accordance with the Contract Documents, or if CONTRACTOR fails to comply with any other provision of the Contract Documents, OWNER may, after seven (7) days written notice to CONTRACTOR, correct and remedy any such deficiency. In exercising the rights and remedies under this paragraph OWNER shall proceed expeditiously. In connection with such corrective and remedial action, OWNER may exclude CONTRACTOR from all or part of the site, take possession of all or part of the Work, and suspend CONTRACTOR's services related thereto, take possession of CONTRACTOR's tools, appliances, construction equipment and machinery at the site and incorporate in the Work all materials and equipment stored at the site or for which OWNER has paid CONTRACTOR but which are stored elsewhere. CONTRACTOR shall allow OWNER, OWNER's representatives, agents and employees, OWNER's other contractors and ENGINEER and ENGINEER's Consultants access to the site to enable OWNER to exercise the rights and remedies under this paragraph. All claims, costs, losses and damages incurred or sustained by OWNER in exercising such rights and remedies will be charged against CONTRACTOR and a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and OWNER shall be entitled to an appropriate decrease in the Contract Price, and, if the parties are unable to agree as to the amount thereof, OWNER may make a claim therefore as provided in Article 11. Such claims, costs, losses and damages will include but not be limited to all costs of repair or replacement of work of others destroyed or damaged by correction, removal or replacement of CONTRACTOR's *defective* Work. CONTRACTOR shall not be allowed an extension of the Contract Time (or Milestones) because of any delay in the performance of the Work attributable to the exercise by OWNER of OWNER'S rights and remedies hereunder.

ARTICLE 14: PAYMENTS TO CONTRACTOR AND COMPLETION

Schedule of Values:

14.1. The schedule of values established as provided in paragraph 2.10 will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to OWNER. Progress payments on account of Unit Price Work will be based on the number of units completed.

Application for Progress Payment:

14.2. At least twenty (20) days before the date established for each progress payment (but not more often than once a month), CONTRACTOR shall submit to ENGINEER for review an Application for Payment filled out and signed by CONTRACTOR covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by

the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice or other documentation warranting that OWNER has received the materials and equipment free and clear of all Liens and evidence that the materials and equipment are covered by appropriate property insurance and other arrangements to protect OWNER's interest therein, all of which will be satisfactory to OWNER. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.

CONTRACTOR's Warranty of Title:

14.3. CONTRACTOR warrants and guarantees that title to all Work, materials and equipment covered by any Application for Payment, whether incorporated in the Project or not, will pass to OWNER no later than the time of payment free and clear of all Liens.

Review of Applications for Progress Payment:

14.4. ENGINEER will, within ten (10) days after receipt of each Application for Payment, either indicate in writing a recommendation of payment and present the Application to OWNER, or return the Application to CONTRACTOR indicating in writing ENGINEER's reasons for refusing to recommend payment. In the latter case, CONTRACTOR may make the necessary corrections and resubmit the Application. Twenty (20) days after ENGINEER's approval of the invoice and the date the OWNER stamps the invoice as received, OWNER shall pay the CONTRACTOR the sums approved for payment. OWNER may reject the invoice within twenty (20) days after the date on which the invoice is stamped as received. The rejection must be in writing and specify the deficiency and the action necessary to make the invoice proper.

14.5. ENGINEER's recommendation of any payment requested in an Application for Payment will constitute a representation by ENGINEER to OWNER, based on ENGINEER's on-site observations of the executed Work as an experienced and qualified design professional and on ENGINEER's review of the Application for Payment and the accompanying data and schedules, that to the best of ENGINEER's knowledge, information and belief:

14.5.1. The Work has progressed to the point indicated,

14.5.2. the quality of the Work is in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents, to a final determination of quantities and classifications for Unit Price Work under paragraph 9.9, and to any other qualifications stated in the recommendation), and

14.5.3. The conditions precedent to CONTRACTOR's being entitled to such payment have been fulfilled.

However, by recommending any such payment ENGINEER will not thereby be deemed to have represented that: (i) exhaustive on-site inspections have been made to check the quality or the quantity of the Work beyond the responsibilities specifically assigned to ENGINEER in the Contract Documents or (ii) that there may not be other matters or issues between the parties that might entitle CONTRACTOR to be paid additionally by OWNER or entitle OWNER to withhold payment to CONTRACTOR.

14.6. ENGINEER's recommendation of any payment, including Final Payment, shall not mean that ENGINEER is responsible for CONTRACTOR's means, methods, techniques, sequences or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of CONTRACTOR to comply with Laws and Regulations applicable to the furnishing or performance of Work, or for any failure of CONTRACTOR to perform or furnish Work in accordance with the Contract Documents.

14.7. ENGINEER may refuse to recommend the whole or any part of any payment if, in

ENGINEER's opinion, it would be incorrect to make the representations to OWNER referred to in paragraph 14.5. ENGINEER may also refuse to recommend any such payment, or, because of subsequently discovered evidence or the results of subsequent inspections or tests, nullify any such payment previously recommended, to such extent as may be necessary in ENGINEER's opinion to protect OWNER from loss because:

14.7.1. The Work is *defective*, or completed Work has been damaged requiring correction or replacement,

14.7.2. The Contract Price has been reduced by Written Amendment or Change Order,

14.7.3. OWNER has been required to correct *defective* Work or complete Work in accordance with paragraph 13.15; or

14.7.4. ENGINEER has actual knowledge of the occurrence of any of the events enumerated in paragraphs 15.2.1 through 15.2.4 inclusive.

14.8. OWNER may refuse to make payment of the full amount recommended by ENGINEER because:

14.8.1. Claims have been made against OWNER on account of CONTRACTOR's performance or furnishing of the Work.

14.8.2. Contractor failed to submit original waivers of claims under bond or there is evidence that Subcontractors or Suppliers have not been paid through previous month's draw,

14.8.3. There are other items entitling OWNER to a set-off against the amount recommended, or

14.8.4. OWNER has actual knowledge of the occurrence of any of the events enumerated in paragraphs 14.7.1 through 14.7.3 or paragraphs 15.2.1 through 15.2.4 inclusive;

14.9. OWNER must give CONTRACTOR immediate written notice (with a copy to ENGINEER) stating the OWNER's refusal to make payments of the full amount recommended by the ENGINEER and shall promptly pay CONTRACTOR the amount so withheld, or any adjustment thereto agreed to by OWNER and CONTRACTOR, when CONTRACTOR corrects to OWNER's satisfaction the reasons for such action.

Substantial Completion:

14.10. When CONTRACTOR considers the entire Work ready for its intended use CONTRACTOR shall notify OWNER and ENGINEER in writing that the entire Work is substantially complete (except for items specifically listed by CONTRACTOR as incomplete) and request that ENGINEER issue a certificate of Substantial Completion. Within five (5) business days after receipt of such written request, OWNER, CONTRACTOR and ENGINEER shall make an inspection of the Work to determine the status of completion. If OWNER does not consider the Work substantially complete, OWNER will notify CONTRACTOR in writing giving the reasons therefore. If OWNER considers the Work substantially complete, ENGINEER will prepare a tentative certificate of Substantial Completion which shall fix the date of Substantial Completion. There shall be attached to the certificate a tentative list of items to be completed or corrected before Final Payment.

14.11. OWNER shall have the right to exclude CONTRACTOR from the Work after the date of Substantial Completion, but OWNER shall allow CONTRACTOR reasonable access to complete or correct items on the tentative list.

Partial Utilization:

14.12. Use by OWNER at OWNER's option of any substantially completed part of the Work which: (i) has specifically been identified in the Contract Documents, or (ii) OWNER, ENGINEER and CONTRACTOR agree constitutes a separately functioning and usable part of the Work that can be used by OWNER for its intended purpose without significant interference with CONTRACTOR's performance of the remainder of the Work, may be accomplished prior to Substantial Completion of all the Work subject to the following:

14.12.1. OWNER at any time may request CONTRACTOR in writing to permit OWNER to use any such part of the Work which OWNER believes to be ready for its intended use and substantially complete. If CONTRACTOR agrees that such part of the Work is substantially complete, CONTRACTOR will certify in writing to OWNER and ENGINEER that such part of the Work is substantially complete and request ENGINEER to issue a certificate of Substantial Completion for that part of the Work.

14.12.2. No occupancy or separate operation of part of the Work will be accomplished prior to compliance with the requirements of paragraph 5.6 in respect of property insurance.

Final Inspection:

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

Final Application for Payment:

14.14. After CONTRACTOR has completed all such corrections to the satisfaction of OWNER and delivered in accordance with the Contract Documents all maintenance and operating instructions, schedules, guarantees, Bonds, certificates or other evidence of insurance required by paragraph 5.5, certificates of inspection, marked-up record documents (as provided in paragraph 6.24) and other documents, CONTRACTOR may make application for Final Payment following the procedure for progress payments. The final Application for Payment shall be accompanied (except as previously delivered) by: (i) all documentation called for in the Contract Documents, including but not limited to the evidence of insurance required by subparagraph 5.6.6, (ii) consent of the surety, if any, to Final Payment, and (iii) complete and legally effective waivers (satisfactory to OWNER) of all claims against CONTRACTOR's payment bond Liens arising out of or filed in connection with the Work. If any Subcontractor or Supplier fails to furnish such waiver in full, CONTRACTOR shall furnish consent of surety specifically acknowledging Subcontractor's or Supplier's dispute and amount in dispute. Subcontractor's or Supplier's waiver submitted with final application shall reflect same amount in dispute.

14.14.1 Notwithstanding any other provision of these Contract Documents to the contrary, OWNER and ENGINEER are under no duty or obligation whatsoever to any vendor, materials provider, Subcontractor, laborer, or other party to ensure that payments due and owing by the CONTRACTOR to any of them are or will be made. Such parties shall rely only on the CONTRACTOR's surety bonds for remedy of nonpayment by CONTRACTOR. CONTRACTOR shall advise Subcontractors and Suppliers not to execute waivers of claims under bonds unless the Subcontractor or Supplier has been paid.

Final Payment and Acceptance:

14.15. If, on the basis of ENGINEER's observation of the Work during construction and final inspection, and ENGINEER's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, ENGINEER is satisfied that the Work has been completed and CONTRACTOR's other obligations under the Contract Documents have been fulfilled, ENGINEER will, within ten (10) days after receipt of the Final Application for Payment, indicate in writing ENGINEER's recommendation of payment and present the Application to OWNER for payment. At the same time ENGINEER will also give written notice to OWNER and CONTRACTOR that the Work is acceptable subject to the provisions of paragraph 14.15. Otherwise, ENGINEER will return the Application to CONTRACTOR, indicating in writing the reasons for refusing to recommend Final Payment, in which case CONTRACTOR shall make the necessary corrections and resubmit the Application.

Waiver of Claims:

14.16. The making and acceptance of Final Payment will constitute:

14.16.1. a waiver of all claims by OWNER against CONTRACTOR, except claims arising from unsettled claims of Subcontractors or Suppliers, from *defective* Work appearing after final inspection pursuant to paragraph 14.11, from failure to comply with the Contract Documents or the terms of any special guarantees specified therein, or from CONTRACTOR's continuing obligations under the Contract Documents; and

14.16.2. A waiver of all claims by CONTRACTOR against OWNER.

Retainage

14.17 OWNER shall retain five percent (5%) of the project amount until completion of the project, acceptance of the certificate of occupancy, release of liens, and compliance with all other provisions of the Contract Documents.

Resolving Payment Disputes:

14.18. In the event a dispute occurs between CONTRACTOR and OWNER concerning payment of CONTRACTOR's request for payment, such disagreement shall be resolved by a CONTRACTOR Dispute Committee consisting of representatives of the OWNER's Housing and Human Services Department and Purchasing Department.

14.19 Proceedings to resolve the dispute shall commence not later than forty-five (45) days after the date on which the proper request for payment was received by the OWNER.

14.20 If the dispute is resolved in favor of the OWNER, then interest charges shall begin to accrue fifteen (15) days after the OWNER's final decision.

14.21 If the dispute is resolved in favor of the CONTRACTOR, then interest shall begin to accrue as of the original date the payment became due.

ARTICLE 15: SUSPENSION OF WORK AND TERMINATION

OWNER May Suspend Work:

15.1. At any time and without cause, OWNER may suspend the Work or any portion thereof for a period of not more than ninety (90) days by notice in writing to CONTRACTOR and ENGINEER which will fix the date on which Work will be resumed. CONTRACTOR shall resume the Work on the date so fixed. CONTRACTOR may be allowed an adjustment in the Contract Price or an extension of the Contract Time, or both, directly attributable to any such suspension if CONTRACTOR makes an approved claim therefore as provided in Articles 11 and 12.

OWNER May Terminate:

15.2. Upon the occurrence of any one or more of the following events:

15.2.1. if CONTRACTOR fails to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the progress schedule established under paragraph 2.10 as adjusted from time to time pursuant to paragraph 6.6);

15.2.2. If CONTRACTOR disregards Laws or Regulations of any public body having jurisdiction;

15.2.3. If CONTRACTOR disregards the authority of ENGINEER; or

15.2.4. If CONTRACTOR otherwise violates any provisions of the Contract Documents;

OWNER may, after giving CONTRACTOR (and the surety, if any,) seven (7) days written notice and to the extent permitted by Laws and Regulations, terminate the services of CONTRACTOR, exclude CONTRACTOR from the site and take possession of the Work and of all CONTRACTOR's tools, appliances, construction equipment and machinery at the site and use the same to the full extent they could be used by CONTRACTOR (without liability to CONTRACTOR for trespass or conversion), incorporate in the Work all materials

and equipment stored at the site or for which OWNER has paid CONTRACTOR but which are stored elsewhere, entitled to receive any further payment beyond an and either request CONTRACTOR's surety complete the work or, at OWNER's option finish the work as OWNER may deem expedient. In such case CONTRACTOR shall not be entitled to receive any further payment beyond an amount equal to the value of the Work actually completed and the value of materials and equipment not incorporated in the Work but delivered and suitably stored, less (1) the aggregate payments previously paid, and (2) OWNER's claims, costs, losses and damages which exceed the unpaid balance of the Contract Price. OWNER shall not be required to obtain the lowest price for the Work performed, but will be permitted to select a contractor available and qualified to complete the work. CONTRACTOR's obligation to pay the difference between such costs and such unpaid balance shall survive termination of the Agreement.

15.3. Where CONTRACTOR's services have been so terminated by OWNER, the termination will not affect any rights or remedies of OWNER against CONTRACTOR then existing or which may thereafter accrue. Any retention or payment of moneys due CONTRACTOR by OWNER will not release CONTRACTOR from liability.

15.4. Upon seven (7) days written notice to CONTRACTOR and ENGINEER, OWNER may, without cause and without prejudice to any other right or remedy of OWNER, elect to terminate the Agreement. In such case, CONTRACTOR shall be paid (without duplication of any items):

15.4.1. for completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including overhead and profit as determined by paragraph 6.6 on such Work;

15.4.2. for expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials or equipment as required by the Contract Documents in connection with uncompleted Work, plus overhead and profit as determined by paragraph 6.6 on such expenses;

15.4.3. for reasonable expenses directly attributable to termination.

15.5. CONTRACTOR shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

CONTRACTOR May Stop Work or Terminate:

15.6. If, through no act or fault of CONTRACTOR, the Work is suspended for a period of more than ninety (90) days by OWNER or under an order of court or other public authority, or OWNER fails to pay CONTRACTOR for forty five (45) days any sum finally determined to be due, then CONTRACTOR may, upon seven (7) days written notice to OWNER and ENGINEER, and provided does not remedy such suspension or failure within that time, terminate the Agreement and recover from OWNER payment on the same terms as provided in paragraph 15.4.

ARTICLE 16: MISCELLANEOUS

Giving Notice:

16.1. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if delivered in person to the individual, or if delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice.

Computation of Time:

16.2.1. When any period of time is referred to in the Contract Documents by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Sunday or on a Brevard County holiday, such day will be omitted from the computation.

16.2.2. A calendar day of twenty-four hours measured from midnight to the next midnight will constitute a day.

Notice of Claim:

16.3. Should OWNER or CONTRACTOR suffer injury or damage to person or property because of any error, omission or act of the other party or of any of the other party's employees or agents or others for whose acts the other party is legally liable, claim will be made in writing to the other party within a reasonable time of the first observance of such injury or damage. The provisions of this paragraph 16.3 shall not be construed as a substitute for or a waiver of the provisions of any applicable statute of limitations or repose.

Cumulative Remedies:

16.4. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto, and, in particular but without limitation, the warranties, guarantees and obligations imposed upon CONTRACTOR by paragraphs 6.16, 6.20, 6.39, 6.41, 6.42, 6.43, 13.1, 13.12, 13.13, 13.15, 14.3 and 15.2 and all of the rights and remedies available to OWNER and ENGINEER thereunder, are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or

Regulations, by special warranty or guarantee or by other provisions of the Contract Documents, and the provisions of this paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right and remedy to which they apply.

16.4.1 All representations, warranties, and guarantees made in the Contract Documents will survive Final Payment and termination or completion of the Agreement. Also, the obligation of the CONTRACTOR to maintain the Work until Initiation of Operation shall survive Final Payment and termination and completion of the Agreement.

Professional Fees and Court Costs Included:

16.5. Whenever reference is made to "claims, costs, losses and damages," it shall include in each case, but not be limited to, all fees and charges of engineers, architects, attorneys and other professionals and all court or arbitration or other dispute resolution costs.

16.6 Each party in any law suit or proceeding instituted under or pursuant to the terms of this contract shall bear their own costs and attorney's fees, and any trial shall be non-jury.

END OF SECTION 4 - GENERAL CONDITIONS
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SECTION 5:

TECHNICAL SPECIFICATIONS

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SECTION 02 41 19 – SELECTIVE DEMOLITION

PART 1. GENERAL

1.1 RELATED DOCUMENTS

1.1.1 Drawings and general provisions of the Contract apply to this Section.

1.1.2 Section 327 Milling of Existing Asphalt Pavement of the Florida Department of Transportation (FDOT) Standard Specifications for Road and Bridge Construction, latest edition, apply to this section as indicated.

1.2 DESCRIPTION OF REQUIREMENTS

1.2.1 The Contractor shall provide all materials, tools, equipment, and labor to demolish or remove the concrete, paved surfaces, utilities, piping, and other miscellaneous items as shown on the Drawings, specified herein, or required to permit the timely and orderly construction of the improvements.

1.2.2 The Contractor is expected to have satisfied himself as to the scope of the demolition and removals and the conditions under which he will operate, including obstructions or miscellaneous conditions that will in any manner affect his performance and ability to carry out the work. No allowance will subsequently be made on behalf of the Contractor for any error on his part. Later claims for labor, equipment, materials, or for other difficulties encountered which could have been foreseen had such an investigation been made, will not be accepted.

1.3 RELATED WORK

1.3.1 DIVISION 31 – EARTHWORK

1.3.2 DIVISION 32 – EXTERIOR IMPROVEMENTS

1.4 SUBMITTALS

1.4.1 The procedures proposed for the accomplishment of the work shall be submitted to the Engineer for review. The procedures shall provide for the safety and welfare of workers and adjoin residents and the public, continuation of utility services, the protection of life and property, coordination with the progress of other work, and the timely disconnection of utility services to existing facilities. The submittals shall include a detailed description of the methods and equipment to be used for each operation and the sequence of operations.

PART 2. PRODUCTS - NOT APPLICABLE TO THIS SECTION.

PART 3. EXECUTION

3.1 SCHEDULING

3.1.1 The Contractor shall not perform demolition and removal work until he has received written authorization to proceed from the Owner. Said notification will be limited to specific tasks, and the Contractor will be obligated to obtain such written authorization to proceed at various times during the project.

3.1.2 All work shall be accomplished in a manner consistent with the requirement that all existing utilities will be maintained. The Contractor shall conduct the scheduling of demolition work so that interference with the other operations is minimal. The Contractor shall obtain approval of the Owner prior to demolition of any existing equipment, facility, utility, or structure.

3.2 LIMITS OF THE WORK

3.2.1 General – Demolition and removal work shall be performed in a neat and workmanlike manner to the limits indicated or specified or to the maximum extent necessary for the proper installation of new work.

3.2.2 Structures – The demolition shall include but not be solely limited to playground structures, and appurtenances specified herein.

3.2.3 Utilities and Piping – Site utilities and yard piping shall be removed to the limits shown on the Drawings or required for the proper installation of new work. All piping to be abandoned shall either be totally removed or have ends permanently plugged with a minimum of 12 inches of concrete. Where existing piping is to be removed from an existing structure or building, all piping penetrations not reused for new piping shall be permanently plugged flush with the existing wall surface. No abandoned piping shall be left protruding into any structure or building.

3.2.4 Pavement Milling and Concrete Removal – milling and concrete items shall be removed to the limits shown on the Drawings or required for the proper installation of new work.

3.2.5 Miscellaneous Items – Miscellaneous items shall be removed to the limits shown on the Drawings or required for the proper installation of new work.

3.3 PROCEDURAL REQUIREMENTS

3.3.1 General – Demolition and removal work shall be performed in a neat and workmanlike manner to ensure the safe continuation of utility services within the area, the protection of life and property, coordination with the progress of other work, and the timely disconnection of utility to existing facilities.

3.3.2 Protection – The work under this section shall be performed without damage to retained facilities or newly constructed facilities. Where such items are damaged, the Contractor shall patch, repair, replace, or otherwise restore it to their original conditions at no additional cost to the Owner. The Contractor shall carefully coordinate the work of this section with all other project work and shall construct and maintain shoring, bracing, and supports as required.

3.3.3 Burning – Burning at the project site to dispose of waste materials generated during the Contractor's demolition and removal operations will not be allowed.

3.3.4 Dust Control – Dust resulting from demolition and removal work shall be controlled to prevent its spread and to avoid the creation of a nuisance in the surrounding area. The use of water will not be permitted when it will result in, or create, hazardous or objectionable conditions such as flooding and pollution.

3.3.5 Disposition of Material – Unless otherwise specified, all demolished materials not claimed by the Owner shall be completely removed from the site and disposed of as necessary. The Contractor shall conform to all applicable laws in effect at the same for disposing of demolished materials, equipment and piping. The Contractor shall be responsible for obtaining all the necessary permits, if required, for disposing of demolished materials, equipment, and piping.

3.3.6 Clean up – Debris, rubbish, and other waste materials shall be removed from the project site daily. Said items will not be allowed to accumulate in buildings or on the grounds. Debris, rubbish, and other waste materials shall be removed and transported in such a manner as will prevent spillage on streets or adjacent areas. Local, State, and Federal regulations regarding hauling and disposal will apply to the demolition and work removal performed under this section.

3.3.7 Repair of Openings – The repair of openings left in walls, floors, roofs, or other structures, which are caused by the removal of piping, equipment, or structural renovation shall be patched or repaired to conform with the surrounding area to the satisfaction of the Owner.

END OF SECTION

SECTION 31 10 00 - SITE CLEARING

PART 1. GENERAL

1.1 DESCRIPTION OF WORK

1.1.1 Site clearing work includes, but is not limited to removal of trees and other vegetation as indicated on the drawings, as necessary to construct the improvements.

1.2 PROJECT CONDITIONS

1.2.1 Construction operations are to be limited to the project area only. Trespassing of workers, equipment, or materials onto adjacent properties is strictly prohibited unless specifically permitted by the Contract Documents.

1.2.2 Do not commence site clearing operations until temporary erosion and sedimentation control measures are in place.

1.2.3 Where utilities require adjustments or relocation to construct the Work, and those utilities are shown on the Drawings, relocation or adjustment is a part of the Work and shall be completed at no additional expense to the Owner.

1.2.4 Where utilities require adjustments or relocating to construct the Work, and those utilities are not shown on the Drawings, notify Engineer before proceeding. Relocate or adjust utility as directed.

1.2.5 If utility is damaged by Contractor, notify utility owner and Engineer immediately. Repair or replacement of utilities damaged by Contractor; whether utilities are shown on the drawings or not shown on the drawings; shall be Contractor's expense.

PART 2. PRODUCTS - NOT APPLICABLE TO WORK OF THIS SECTION.

PART 3. EXECUTION

3.1 SITE CLEARING

3.1.1 General: Remove trees, shrubs, grass, and other vegetation, or obstructions interfering with installation of new construction. Removal includes digging out stumps and roots or other debris. Any costs incurred by the contractor for utility relocations or adjustments shall be reflected in his bid price for clearing and grubbing.

3.1.2 Fill depressions caused by site clearing operations with satisfactory soil material, unless further excavation or earthwork is indicated.

3.1.2.1 Place fill material in horizontal layers not exceeding 8" loose depth and thoroughly compact to a density equal to adjacent original ground.

3.2 VEGETATION REMOVAL

3.2.1 Remove plants, undergrowth, other vegetation, and debris which interfere with construction.

3.3 DISPOSAL OF WASTE MATERIALS

3.3.1 Dispose of surplus soil material, unsuitable topsoil, obstructions, demolished materials and waste materials.

3.3.2 Burying of waste material is not permitted on Owner's property or on project area.

3.3.3 Remove waste materials from project area and dispose of off-site in a legal manner.

END OF SECTION

SECTION 31 20 00 – EARTHWORK

PART 1. GENERAL

1.1 DESCRIPTION OF WORK

1.1.1 Extent of earthwork is indicated on drawings.

1.1.1.1 Excavation required in conjunction with storm drainage systems is included as work of this section.

1.1.1.2 Excavation and installation of stormwater piping and structures is also included as work of this section.

1.2 DEFINITIONS

1.2.1 Excavation consists of removal of material encountered to subgrade elevations indicated and subsequent disposal of materials removed and/or use of materials removed for fill.

1.2.2 Unauthorized excavation consists of removal of materials beyond indicated subgrade elevations or dimensions without specific direction of Owner or Engineer. Unauthorized excavation, as well as remedial work directed by Owner or Engineer, shall be at Contractor's expense.

1.2.2.1 Backfill and compact unauthorized excavations as specified for authorized excavations of same classification, unless otherwise directed by Owner or Engineer.

1.2.3 Additional Excavation: When excavation has reached required subgrade elevations, notify Owner or Engineer who will make an inspection of conditions.

1.3 QUALITY ASSURANCE

1.3.1 Codes and Standards: Perform excavation work in compliance with applicable requirements of governing authorities having jurisdiction.

1.3.2 Testing and Inspection Service: The Contractor will engage soil testing and inspection service from a qualified agency which the Owner has no reasonable objection for quality control during earthwork operations and bear costs of all tests. Contractor shall bear also costs of failed tests which, in all cases, will require retesting, as aforementioned.

1.4 SUBMITTALS

1.4.1 Test Reports-Excavating: Reports will be directed to the Owner and Engineer from the testing services, with copy to Contractor:

1.4.1.1 Field density and LBR test reports.

1.5 JOB CONDITIONS

1.5.1 Site Information: Historical subsurface investigations on indicated subsurface conditions are not intended as representations or warranties of accuracy. It is expressly understood that Owner will

not be responsible for interpretations or conclusions drawn there from by Contractor. Data are made available for convenience of Contractor.

1.5.2 Test borings and other exploratory operations may be made by Contractor at no cost to Owner.

1.5.3 Existing Utilities: Locate existing underground utilities in areas of work. If utilities are to remain in place, provide adequate means of support and protection during earthwork operations.

1.5.4 Should uncharted, or incorrectly charted, piping or other utilities be encountered during excavation, consult utility owner immediately for directions. Cooperate with Owner and utility companies in keeping respective services and facilities in operation. Repair damaged utilities to satisfaction of utility owner.

1.5.5 Do not interrupt existing utilities serving facilities occupied and used by Owner or others, during occupied hours, except when permitted in writing by Owner and then only after acceptable temporary utility services have been provided.

1.5.5.1 Provide minimum of 48-hour notice to Owner, and receive written notice to proceed before interrupting any utility.

1.5.6 Use of Explosives: The use of explosives is not permitted.

1.5.7 Protection of Persons and Property: Barricade open excavations occurring as part of this work and post with warning lights.

1.5.8 Protect utilities, roads and other facilities from damage caused by settlement, lateral movement, undermining, washout, and other hazards created by earthwork operations.

PART 2. PRODUCTS

2.1 SOIL MATERIALS

2.1.1 Definitions:

2.1.1.1 Fill Materials: Use excavated material which is free of debris, waste, vegetation and other deleterious matter.

PART 3. EXECUTION

3.1 EXCAVATION

3.1.1 Excavation is Unclassified, and includes excavation to subgrade elevations indicated, regardless of character of materials and obstructions encountered.

3.2 STABILITY OF EXCAVATIONS

3.2.1 Slope sides of excavations to comply with local codes, ordinances, and requirements of agencies having jurisdiction. Shore and brace where sloping is not possible because of space restrictions or stability of material excavated. Maintain sides and slopes of excavations in safe condition.

3.3 DEWATERING

3.3.1 Prevent surface water and subsurface or ground water from flowing into excavations and from flooding project site and surrounding area.

3.3.1.1 Do not allow water to accumulate during excavations. Provide and maintain pumps, well points, sumps, suction and discharge lines, and other dewatering system components necessary to convey water away from excavations to dewatering catchment sites.

3.3.1.2 The Contractor shall be responsible for acquiring any applicable state and/or local construction dewatering permits prior to beginning this work.

3.4 STORAGE OF EXCAVATED MATERIALS

3.4.1 Stockpile satisfactory excavated materials until required for backfill or fill.

3.4.1.1 Locate and retain soil materials away from edge of excavations.

3.4.1.2 Dispose of excess soil material and waste materials.

3.5 EXCAVATION FOR STRUCTURES

3.5.1 Conform to elevations and dimensions shown within a tolerance of plus or minus 0.10'.

3.6 EXCAVATION FOR INSTALLATION OF PIPE

3.6.1 Excavate to the uniform width and required depth for particular item to be installed, sufficiently wide to provide ample working room.

3.6.2 Excavate as indicated on the drawings.

3.6.3 Grade bottoms of excavations as indicated, notching under pipe bells to provide solid bearing for entire body of pipe.

3.7 BACKFILL AND FILL

3.7.1 General: Place acceptable soil material in layers to required subgrade elevations.

3.8 PLACEMENT AND COMPACTION

3.8.1 Ground Surface Preparation: Remove vegetation, debris, unsatisfactory soil materials, obstructions, and deleterious materials from ground surface prior to placement of fills.

3.8.2 Place backfill and fill materials in layers not more than 12" in loose depth.

3.8.3 Before compaction, moisten or aerate each layer as necessary to provide optimum moisture content. Compact each layer to required percentage of maximum dry density for each area classification. Do not place backfill or fill material on surfaces that are muddy, or on surfaces that exceed optimum moisture plus 5%.

3.8.4 Place backfill and fill materials evenly adjacent to structures and piping to required elevations. Take care to prevent wedging action of backfill against structures or displacement of piping by carrying material uniformly around structure or piping to approximately same elevation in each lift.

3.8.5 Control soil and fill compaction during construction, providing minimum percentage of density specified for each area classification indicated in the construction drawings.

3.8.5.1 Percentage of Maximum Density Requirements: Compact soil to not less than the following percentages of maximum density:

3.8.5.1.1 Structures: Compact top 12" of subgrade and each layer of backfill or fill material at 98% maximum density per AASHTO-T-99.

3.8.5.1.2 Embankment: Compact each layer of fill material at 95% maximum density per AASHTO-T-99.

3.8.5.1.3 Pavement replacement: Compact subgrade and base to 98% maximum density per AASHTO T-180.

3.8.5.2 Moisture Control: Where the layer of soil material must be moisture conditioned before compaction, uniformly apply water to the layer of soil material, to prevent free water appearing on surface during or subsequent to compaction operations.

3.8.5.2.1 Remove and replace, or scarify and air dry, soil material that is too wet to permit compaction to specified density.

3.8.5.2.2 Soil material that has been removed because it is too wet to permit compaction may be stockpiled or spread and allowed to dry. Assist drying by discing, harrowing or pulverizing, until moisture content is reduced to a satisfactory value.

3.9 GRADING

3.9.1 General: Uniformly grade areas within limits of grading under this section, including adjacent transition areas. Smooth finished surface within specified tolerances, compact with uniform levels or slopes between points where elevations are indicated, or between such points and existing grades.

3.9.2 Finish surfaces free from irregular surface changes, and as follows:

3.9.2.1 Lawn or Unpaved Areas: Finish areas to within not more than 0.10' above or below required subgrade elevations as shown on the drawings.

3.9.2.2 Road and Swale Slopes: Shape surface of road and swale areas to line, grade and cross-section, with finish surface not more than 2" above or below required subgrade elevation as shown on the drawings.

3.9.3 Compaction: After grading, compact subgrade surfaces to the depth and indicated percentage of maximum density for each area classification.

3.10 FIELD QUALITY CONTROL

3.10.1 Quality Control Testing During Construction: Allow testing service to inspect and approve subgrades and fill layers before further construction work is performed.

3.10.1.1 Perform field density tests in accordance with ASTM D 1556 or ASTM D2922 and ASTM D3017, as applicable.

3.10.1.2 If in opinion of Owner and/or Engineer, based on testing service reports and inspection, subgrade or fills which have been placed are below specified density, provide additional compaction and testing at no additional expense.

3.11 EROSION CONTROL

3.11.1 Provide and utilize erosion control methods in accordance with requirements of authorities having jurisdiction. Install appropriate turbidity barriers as shown on the drawings or as directed by the Engineer or jurisdictional agency.

3.11.2 Best Management Practices: Best management practices for erosion control shall be implemented and maintained at all times during construction to prevent siltation, and turbid discharges in excess of State water quality standards pursuant to Chapter 17-302; F.A.C. Methods shall include, but are not limited to: the use of staked hay bales; staked filter cloth; sodding, seeding, and mulching; staged construction; and the deployment of turbidity screens around the immediate project site.

3.11.3 Inspection and Maintenance of Erosion Control Devices: The contractor shall be responsible for ensuring that erosion control devices are inspected and maintained daily during all phases of construction authorized by this permit until all areas that were disturbed during construction are sufficiently stabilized to prevent erosion, siltation, and turbid discharges. The following measures shall be taken immediately by the contractor whenever turbidity levels within waters of the State surrounding the project site, exceed State water quality standards established pursuant to chapter 17-302, F.A.C.:

3.11.3.1 Immediately cease all work contributing to the water quality violation.

3.11.3.2 Stabilize all exposed soils contributing to the violation, modify the work procedures that were responsible for the violation, and install more turbidity containment devices and repair any nonfunctioning turbidity containment devices.

3.11.3.3 Notify the Palm Bay office of the St. Johns River Water Management District with 24 hours of the time the violation is first detected.

3.12 MAINTENANCE

3.12.1 Protection of Graded Areas: Protect newly graded areas from traffic and erosion. Keep free of trash and debris.

3.12.2 Repair and re-establish grades in settled, eroded, and rutted areas to specified tolerances.

3.12.3 Reconditioning Compacted Areas: Where completed compacted areas are disturbed by subsequent construction operations or adverse weather; scarify surface, re-shape, and compact to required density prior to further construction.

3.12.4 Settling: Where settling is measurable or observable at excavated areas during general project warranty period, remove surface (if other than soil), add backfill material, compact, and replace surface treatment. Restore appearance, quality, and condition of surface or finish to match adjacent work, and eliminate evidence of restoration to greatest extent possible.

END OF SECTION

SECTION 32 13 13 - CONCRETE SIDEWALKS AND CURBS

PART 1. GENERAL

1.1 REFERENCES

1.1.1 The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

1.1.1.1 AMERICAN ASSOCIATION OF STATE HIGHWAY AND TRANSPORTATION OFFICIALS (AASHTO)

1.1.1.1.1 AASHTO 182 Standard Specification for Burlap Cloth Made from Jute or Kenaf and Cotton Mats

1.1.1.2 ASTM INTERNATIONAL (ASTM)

1.1.1.2.1 ASTM A 185 Standard Specification for Steel Welded Wire Reinforcement, Plain, for Concrete

1.1.1.2.2 ASTM A 615 Standard Specification for Deformed and Plain Carbon-Steel Bars for Concrete Reinforcement

1.1.1.2.3 ASTM C 143 Standard Test Method for Slump of Hydraulic-Cement Concrete

1.1.1.2.4 ASTM C 171 Standard Specification for Sheet Materials for Curing Concrete

1.1.1.2.5 ASTM C 172 Standard Practice for Sampling Freshly Mixed Concrete

1.1.1.2.6 ASTM C 173 Standard Test Method for Air Content of Freshly Mixed Concrete by the Volumetric Method

1.1.1.2.7 ASTM C 231 Standard Test Method for Air Content of Freshly Mixed Concrete by the Pressure Method

1.1.1.2.8 ASTM C 309 Standard Specification for Liquid Membrane-Forming Compounds for Curing Concrete

1.1.1.2.9 ASTM C 31 Standard Practice for Making and Curing Concrete Test Specimens in the Field

1.1.1.2.10 ASTM C 920 Standard Specification for Elastomeric Joint Sealants

1.1.1.2.11 ASTM D 1751 Standard Specification for Preformed Expansion Joint Filler for Concrete Paving and Structural Construction (Nonextruding and Resilient Bituminous Types)

1.1.1.2.12 ASTM D 1752 Standard Specification for Preformed Sponge Rubber Cork and Recycled PVC Expansion

1.1.1.2.13 ASTM D 5893 Cold Applied, Single Component, Chemically Curing Silicone Joint Sealant for Portland Cement Concrete Pavements

1.1.1.3 Florida Department of Transportation Standard Specifications for Road and Bridge Construction.

1.2 SUBMITTALS

1.2.1 Product Data: Submit data for proprietary materials and items, including reinforcement and forming accessories, admixtures, waterstops, joint systems, curing compounds, dry-shake finish materials, and others as requested by the Owner/Engineer.

1.2.2 Laboratory Test Reports: Submit laboratory test reports for concrete materials and mix design test.

1.2.3 Materials Certificates: Provide materials certificates in lieu of materials laboratory test reports when permitted by Owner/Engineer. Materials certificates shall be signed by manufacturer and Contractor, certifying that each material item complies with, or exceeds, specified requirements. Provide certification from admixture manufacturers that chloride content complies with specification requirements.

1.3 WEATHER LIMITATIONS

1.3.1 Placing During Cold Weather: Concrete placement shall not take place when the air temperature reaches 40 degrees F and is falling, or is already below that point. Placement may begin when the air temperature reaches 35 degrees F and is rising, or is already above 40 degrees F. Provisions shall be made to protect the concrete from freezing during the specified curing period.

1.3.2 Placing During Warm Weather: The temperature of the concrete; as placed; shall not exceed 85 degrees F except where an approved retarder is used. The mixing water and/or aggregates shall be cooled, if necessary, to maintain a satisfactory placing temperature. The placing temperature shall not exceed 95 degrees F at any time.

1.4 PLANT, EQUIPMENT, MACHINES, AND TOOLS

1.4.1 General Requirements: Plant, equipment, machines, and tools used in the work shall be subject to approval and shall be maintained in a satisfactory working condition at all times. The equipment shall have the capability of producing the required product, meeting grade controls, thickness control and smoothness requirements as specified. Use of the equipment shall be discontinued if it produces unsatisfactory results. The Owner/Engineer shall have access at all times to the plant and equipment to ensure proper operation and compliance with specifications.

1.4.2 Slip Form Equipment: Slip form paver or curb forming machine, will be approved based on trial use on the job and shall be self-propelled, automatically controlled, crawler mounted, and capable of spreading, consolidating, and shaping the plastic concrete to the desired cross section in one pass.

PART 2. PRODUCTS

2.1 CONCRETE

2.1.1 Concrete shall have a minimum compressive strength of 3500 psi, or as indicated on the drawings, whichever is greater, at 28 days. Maximum size of aggregate shall be 1-1/2 inches. Portland

Cement shall be ASTM C 150, Type I. Use one brand of cement throughout project, unless otherwise acceptable to Owner/Engineer.

2.1.2 Air Content: Mixtures shall have air content by volume of concrete of 5 to 7 percent, based on measurements made immediately after discharge from the mixer.

2.1.3 Slump: The concrete slump shall be 2 inches plus or minus 1 inch where determined in accordance with ASTM C143.

2.1.4 Reinforcement Steel: Reinforcement bars shall conform to ASTM A 615. Wire mesh reinforcement shall conform to ASTM A 185.

2.2 CONCRETE CURING MATERIALS

2.2.1 Impervious Sheet Materials: Impervious sheet materials shall conform to ASTM C 171, type optional, except that polyethylene film, if used, shall be white opaque.

2.2.2 Burlap: Burlap shall conform to AASHTO M 182.

2.3 CONCRETE PROTECTION MATERIALS

2.3.1 Concrete protection materials shall be a linseed oil mixture of equal parts, by volume, of linseed oil and either mineral spirits, naphtha, or turpentine. At the option of the Contractor, commercially prepared linseed oil mixtures, formulated specifically for application to concrete to provide protection against the action of deicing chemicals may be used, except that emulsified mixtures are not acceptable.

2.4 JOINT FILLER STRIPS

2.4.1 Contraction Joint Filler for Curb and Gutter: Contraction joint filler for curb and gutter shall consist of hard-pressed fiberboard.

2.4.2 Expansion Joint Filler, Premolded: Expansion joint filler, premolded, shall conform to ASTM D 1751 or ASTM D 1752, 1/2 inch thick, unless otherwise indicated.

2.5 JOINT SEALANTS

2.5.1 Joint sealant, cold-applied shall conform to ASTM C 920 or ASTM D 5893.

2.6 FORM WORK

2.6.1 Form work shall be designed and constructed to ensure that the finished concrete will conform accurately to the indicated dimensions, lines, and elevations, and within the tolerances specified. Forms shall be of wood or steel, straight, of sufficient strength to resist springing during depositing and consolidating concrete. Wood forms shall be surfaced plank, 2 inches nominal thickness, straight and free from warp, twist, loose knots, splits or other defects. Wood forms shall have a nominal length of 10 feet. Radius bends may be formed with 3/4 inch boards, laminated to the required thickness. Steel forms shall be channel-formed sections with a flat top surface and with welded braces at each end and at not less than two intermediate points. Ends of steel forms shall be interlocking and self-aligning. Steel forms shall include flexible forms for radius forming, corner forms, form spreaders, and fillers. Steel forms shall have a nominal length of 10 feet with a

minimum of 3 welded stake pockets per form. Stake pins shall be solid steel rods with chamfered heads and pointed tips designed for use with steel forms.

2.6.2 Sidewalk Forms: Sidewalk forms shall be of a height equal to the full depth of the finished sidewalk.

2.6.3 Curb Forms: Curb outside forms shall have a height equal to the full depth of the curb or gutter. The inside form of curb shall have batter as indicated and shall be securely fastened to and supported by the outside form. Rigid forms shall be provided for curb returns, except that benders or thin plank forms may be used for curb or curb returns with a radius of 10 feet or more, where grade changes occur in the return, or where the central angle is such that a rigid form with a central angle of 90 degrees cannot be used. Back forms for curb returns may be made of 1-1/2 inch benders, for the full height of the curb, cleated together. In lieu of inside forms for curbs, a curb "mule" may be used for forming and finishing this surface, provided the results are approved.

PART 3. EXECUTION

3.1 SUBGRADE PREPARATION

3.1.1 The subgrade shall be constructed to the specified grade and cross section prior to concrete placement. Subgrade shall be placed and compacted as directed.

3.1.2 Sidewalk Subgrade: The subgrade shall be tested for grade and cross section with a template extending the full width of the sidewalk and supported between side forms.

3.1.3 Curb Subgrade: The subgrade shall be tested for grade and cross section by means of a template extending the full width of the curb. The subgrade shall be of materials equal in bearing quality to the subgrade under the adjacent pavement.

3.1.4 Maintenance of Subgrade: The subgrade shall be maintained in a smooth, compacted condition in conformity with the required section and established grade until the concrete is placed. The subgrade shall be in a moist condition when concrete is placed. The subgrade shall be prepared and protected to produce a subgrade free from frost when the concrete is deposited.

3.2 FORM SETTING

3.2.1 Forms shall be set to the indicated alignment, grade and dimensions. Forms shall be held rigidly in place by a minimum of 3 stakes per form placed at intervals not to exceed 4 feet. Corners, deep sections, and radius bends shall have additional stakes and braces, as required. Clamps, spreaders, and braces shall be used where required to ensure rigidity in the forms. Forms shall be removed without injuring the concrete. Bars or heavy tools shall not be used against the concrete in removing the forms. Any concrete found defective after form removal shall be promptly and satisfactorily repaired. Forms shall be cleaned and coated with form oil each time before concrete is placed. Wood forms may, instead, be thoroughly wetted with water before concrete is placed, except that with probable freezing temperatures, oiling is mandatory.

3.2.2 Sidewalks: Forms for sidewalks shall be set with the upper edge true to line and grade with an allowable tolerance of 1/8 inch in any 10 foot long section. After forms are set, grade and alignment shall be checked with a 10 foot straightedge. Forms shall have a transverse slope as indicated on the drawings. Side forms shall not be removed for 12 hours after finishing has been completed.

3.2.3 Curbs: The forms of the front of the curb shall be removed not less than 2 hours nor more than 6 hours after the concrete has been placed. Forms back of curb shall remain in place until the face

and top of the curb have been finished, as specified for concrete finishing. Curb forms shall not be removed while the concrete is sufficiently plastic to slump in any direction.

3.3 SIDEWALK CONCRETE PLACEMENT AND FINISHING

3.3.1 Formed Sidewalks: Concrete shall be placed in the forms in one layer. When consolidated and finished, the sidewalks shall be of the thickness indicated. After concrete has been placed in the forms, a strike-off guided by side forms shall be used to bring the surface to proper section to be compacted. The concrete shall be consolidated with an approved vibrator, and the surface shall be finished to grade with a strike off.

3.3.2 Concrete Finishing: After straight edging, when most of the water sheen has disappeared, and just before the concrete hardens, the surface shall be finished with a wood float or darby to a smooth and uniformly fine granular or sandy texture free of waves, irregularities, or tool marks. A scored surface shall be produced by brooming with a fiber-bristle brush in a direction transverse to that of the traffic, followed by edging.

3.3.3 Edge and Joint Finishing: All slab edges, including those at formed joints, shall be finished with an edger having a radius of 1/8 inch. Transverse joint shall be edged before brooming, and the brooming shall eliminate the flat surface left by the surface face of the edger. Corners and edges which have crumbled and areas which lack sufficient mortar for proper finishing shall be cleaned and filled solidly with a properly proportioned mortar mixture and then finished.

3.3.4 Surface and Thickness Tolerances: Finished surfaces shall not vary more than 5/16 inch from the testing edge of a 10-foot straightedge. Permissible deficiency in section thickness will be up to 1/4 inch.

3.4 CURB CONCRETE PLACEMENT AND FINISHING

3.4.1 Formed Curb: Concrete shall be placed to the section required in a single lift. Consolidation shall be achieved by using approved mechanical vibrators. Curve shaped gutters shall be finished with a standard curb "mule".

3.4.2 Curb Finishing: Approved slipformed curb and gutter machines may be used in lieu of hand placement.

3.4.3 Concrete Finishing: Exposed surfaces shall be floated and finished with a smooth wood float until true to grade and section and uniform in texture. Floated surfaces shall then be brushed with a fine-hair brush with longitudinal strokes. The top of the curb shall be rounded with an edging tool to a radius of 1/2 inch. Immediately after removing the front curb form, the face of the curb shall be rubbed with a wood or concrete rubbing block and water until blemishes, form marks, and tool marks have been removed. The front curb surface, while still wet, shall be brushed in the same manner as the curb top. The top surface of gutter and entrance shall be finished to grade with a wood float.

3.4.4 Joint Finishing: Curb edges at formed joints shall be finished as indicated.

3.4.5 Surface and Thickness Tolerances: Finished surfaces shall not vary more than 1/4 inch from the testing edge of a 10-foot straightedge. Permissible deficiency in section thickness will be up to 1/4 inch.

3.5 SIDEWALK JOINTS

3.5.1 Sidewalk joints shall be constructed to divide the surface into rectangular areas. Transverse contraction joints shall be spaced at a distance equal to the sidewalk width or 5 feet on centers, whichever is less, and shall be continuous across the slab. Longitudinal contraction joints shall be constructed along the centerline of all sidewalks 10 feet or more in width. Transverse expansion joints shall be installed at sidewalk returns and opposite expansion joints in adjoining curbs. Where the sidewalk is not in contact with the curb, transverse expansion joints shall be installed as indicated. Expansion joints shall be formed about structures and features which project through or into the sidewalk pavement, using joint filler of the type, thickness, and width indicated. Expansion joints are not required between sidewalks and curb that abut the sidewalk longitudinally.

3.5.2 Sidewalk Contraction Joints: The contraction joints shall be formed in the fresh concrete by cutting a groove in the top portion of the slab to a depth of at least one-fourth of the sidewalk slab thickness, using a jointer to cut the groove, or by sawing a groove in the hardened concrete with a power-driven saw, unless otherwise approved. Sawed joints shall be constructed by sawing a groove in the concrete with a 1/8 inch blade to the depth indicated. An ample supply of saw blades shall be available on the job before concrete placement is started, and at least one standby sawing unit in good working order shall be available at the jobsite at all times during the sawing operations.

3.5.3 Sidewalk Expansion Joints: Expansion joints shall be formed with 1/2 inch joint filler strips. Joint filler in expansion joints surrounding structures and features within the sidewalk may consist of preformed filler material conforming to ASTM D 1752 or building paper. Joint filler shall be held in place with steel pins or other devices to prevent warping of the filler during floating and finishing. Immediately after finishing operations are completed, joint edges shall be rounded with an edging tool having a radius of 1/8 inch, and concrete over the joint filler shall be removed. At the end of the curing period, expansion joints shall be cleaned and filled with cold-applied joint sealant. Joint sealant shall be gray or stone in color. The joint opening shall be thoroughly cleaned before the sealing material is placed. Sealing material shall not be spilled on exposed surfaces of the concrete. Concrete at the joint shall be surface dry and atmospheric and concrete temperatures shall be above 50 degrees F at the time of application of joint sealing material. Excess material on exposed surfaces of the concrete shall be removed immediately and concrete surfaces cleaned.

3.5.4 Reinforcement Steel Placement: Reinforcement steel shall be accurately and securely fastened in place with suitable supports and ties before the concrete is placed.

3.6 CURB JOINTS

3.6.1 Curb joints shall be constructed at right angles to the line of curb.

3.6.2 Contraction Joints: Contraction joints shall be constructed directly opposite contraction joints in abutting portland cement concrete pavements and spaced so that monolithic sections between curb returns will not be less than 15 feet nor greater than 15 feet in length.

3.6.2.1 Contraction joints (except for slip forming) shall be constructed by means of 1/8 inch thick separators and of a section conforming to the cross section of the curb and gutter. Separators shall be removed as soon as practicable after concrete has set sufficiently to preserve the width and shape of the joint and prior to finishing.

3.6.2.2 When slip forming is used, the contraction joints shall be cut in the top portion of the gutter/curb hardened concrete in a continuous cut across the curb and gutter, using a power-driven saw. The depth of cut shall be at least one-fourth of the gutter/curb depth and 1/8 inch in width.

3.6.3 Expansion Joints: Expansion joints shall be formed by means of preformed expansion joint filler material cut and shaped to the cross section of the curb. Expansion joints shall be provided in curb directly opposite expansion joints of abutting portland cement concrete pavement, and shall be of the same type and thickness as joints in the pavement. Where curb does not abut portland cement concrete pavement, expansion joints at least 1/2 inch in width shall be provided at intervals not less than 30 feet or greater than 120 feet. Expansion joints shall be provided in non-reinforced concrete gutter at locations indicated. Expansion joints shall be sealed immediately following curing of the concrete or as soon thereafter as weather conditions permit. Expansion joints and the top 1 inch depth of curb and gutter contraction-joints shall be sealed with joint sealant. The joint opening shall be thoroughly cleaned before the sealing material is placed. Sealing material shall not be spilled on exposed surfaces of the concrete. Concrete at the joint shall be surface dry and atmospheric and concrete temperatures shall be above 50 degrees F at the time of application of joint sealing material. Excess material on exposed surfaces of the concrete shall be removed immediately and concrete surfaces cleaned.

3.7 CURING AND PROTECTION

3.7.1 General Requirements: Concrete shall be protected against loss of moisture and rapid temperature changes for at least 7 days from the beginning of the curing operation. Unhardened concrete shall be protected from rain and flowing water. All equipment needed for adequate curing and protection of the concrete shall be on hand and ready for use before actual concrete placement begins. Protection shall be provided as necessary to prevent cracking of the pavement due to temperature changes during the curing period.

3.7.2 Mat Method: The entire exposed surface shall be covered with 2 or more layers of burlap. Mats shall overlap each other at least 6 inches. The mat shall be thoroughly wetted with water prior to placing on concrete surface and shall be kept continuously in a saturated condition and in intimate contact with concrete for not less than 7 days.

3.7.3 Impervious Sheeting Method: The entire exposed surface shall be wetted with a fine spray of water and then covered with impervious sheeting material. Sheets shall be laid directly on the concrete surface with the light-colored side up and overlapped 12 inches when a continuous sheet is not used. The curing medium shall not be less than 18-inches wider than the concrete surface to be cured, and shall be securely weighted down by heavy wood planks, or a bank of moist earth placed along edges and laps in the sheets. Sheets shall be satisfactorily repaired or replaced if torn or otherwise damaged during curing. The curing medium shall remain on the concrete surface to be cured for not less than 7 days.

3.7.4 Backfilling: After curing, debris shall be removed and the area adjoining the concrete shall be backfilled, graded, and compacted to conform to the surrounding area in accordance with lines and grades indicated.

3.7.5 Protection: Completed concrete shall be protected from damage until accepted. The Contractor shall repair damaged concrete and clean concrete discolored during construction. Concrete that is damaged shall be removed and reconstructed for the entire length between regularly scheduled joints. Refinishing the damaged portion will not be acceptable. Removed damaged portions shall be disposed of as directed.

3.8 FIELD QUALITY CONTROL

3.8.1 General Requirements: The Contractor shall perform the inspection and tests described and meet the specified requirements for inspection details and frequency of testing. Based upon the results of these inspections and tests, the Contractor shall take the action and submit reports as required below, and any additional tests to insure that the requirements of these specifications are met.

3.8.2 Concrete Testing

3.8.2.1 Strength Testing: The Contractor shall provide molded concrete specimens for strength tests. Samples of concrete placed each day shall be taken not less than once a day or less than once for every 100 cubic yards of concrete. The samples for strength tests shall be taken in accordance with ASTM C 172.

3.8.2.2 Cylinders for acceptance shall be molded in conformance with ASTM C 31 by an approved testing laboratory. Each strength test result shall be the average of 2 test cylinders from the same concrete sample tested at 28 days, unless otherwise specified or approved. Concrete specified on the basis of compressive strength will be considered satisfactory if the averages of all sets of three consecutive strength test results equal or exceed the specified strength, and no individual strength test result falls below the specified strength by more than 500 psi.

3.8.2.3 Air Content: Air content shall be determined in accordance with ASTM C 173 or ASTM C 231. ASTM C 231 shall be used with concretes and mortars made with relatively dense natural aggregates. Two tests for air content shall be made on randomly selected batches of each class of concrete placed during each shift. Additional tests shall be made when excessive variation in concrete workability is reported by the placing foreman or the Owner/Engineer. If results are out of tolerance, the placing foreman shall be notified and he shall take appropriate action to have the air content corrected at the plant. Additional tests for air content will be performed on each truckload of material until such time as the air content is within the tolerance specified.

3.8.2.4 Slump Test: Two slump tests shall be made on randomly selected batches of each class of concrete for every 100 cubic yards, or fraction thereof, of concrete placed during each shift. Additional tests shall be performed when excessive variation in the workability of the concrete is noted or when excessive crumbling or slumping is noted along the edges of slip-formed concrete.

3.8.2.5 Thickness Evaluation: The anticipated thickness of the concrete shall be determined prior to placement by passing a template through the formed section or by measuring the depth of opening of the extrusion template of the curb forming machine. If a slip form paver is used for sidewalk placement, the subgrade shall be true to grade prior to concrete placement and the thickness will be determined by measuring each edge of the completed slab.

3.8.2.6 Surface Evaluation: The finished surface of each category of the completed work shall be uniform in color and free of blemishes and form or tool marks.

3.9 SURFACE DEFICIENCIES AND CORRECTIONS

3.9.1 Thickness Deficiency: When measurements indicate that the completed concrete section is deficient in thickness by more than 1/4 inch the deficient section will be removed, between regularly scheduled joints, and replaced.

3.9.2 High Areas: In areas not meeting surface smoothness and plan grade requirements, high areas shall be reduced either by rubbing the freshly finished concrete with carborundum brick and water when the concrete is less than 36 hours old or by grinding the hardened concrete with an approved surface grinding machine after the concrete is 36 hours old or more. The area corrected by grinding the surface of the hardened concrete shall not exceed 5 percent of the area of any integral slab, and the depth of grinding shall not exceed 1/4 inch. Pavement areas requiring grade or surface smoothness corrections in excess of the limits specified above shall be removed and replaced.

3.9.3 Appearance: Exposed surfaces of the finished work will be inspected by the Owner/Engineer and any deficiencies in appearance will be identified. Areas which exhibit excessive cracking, discoloration, form marks, or tool marks or which are otherwise inconsistent with the overall appearances of the work shall be removed and replaced.

END OF SECTION

SECTION 32 14 00 - ASPHALT CONCRETE PAVING

PART 1. GENERAL

1.1 RELATED DOCUMENTS

1.1.1 Drawings and general provisions of Contract apply to work of this Section.

1.1.2 Applicable Sections of the Florida Department of Transportation Standard Specifications for Road and Bridge Construction, latest edition apply to this section as indicated.

1.2 DESCRIPTION OF WORK

1.2.1 Work consists of construction of asphalt pavement for driveways and parking within the project area.

1.3 SUBMITTALS

1.3.1 Material Certificates signed by material producer and Contractor certifying that each material item complies with or exceeds specified requirements.

1.4 MATERIALS, SITE PREPARATION, EQUIPMENT, CONSTRUCTION PROCEDURES, AND TESTING METHODS

1.4.1 Construction of paved areas will be in accordance with construction plans, Brevard County Public Works Standards and the following sections of the Florida Department of Transportation Specifications Manual for Road and Bridge Construction, latest edition:

Concrete Pavement - Sections 346- 350 and related sections
Stabilized Subgrade - Section 160 and related sections
Limerock Base - Section 200 and related sections
Shell Base - Section 285 and related sections
Prime Coats for Base Course - Section 300 and related sections
Superpave Asphalt Concrete - Section 334 and related sections
Painted Pavement Markings - Section 710 and related sections
General Construction Requirements - Section 330 and related sections

1.5 CLEAN-UP

1.5.1 Clean-up is an essential part of the work. As the work progresses and is completed, the contractor shall clean the site of all construction operations to the satisfaction of the Engineer and the Owner. This clean-up shall be done as promptly as practicable and shall not be left until the end of the construction period.

1.6 RECORD SURVEY

1.6.1 After Pavement Construction is complete, the Contractor will provide the Owner a minimum of 4 sets of signed sealed record survey (by Registered Land Surveyor in the State of Florida) drawings and AutoCAD *.dwg file documenting as-built pavement elevations. Stormwater management structures will be included in the survey as indicated in the Storm Drainage Systems Section of Division 33.

END OF SECTION

SECTION 32 17 23 - PAVEMENT MARKING

PART 1. GENERAL

1.1 RELATED DOCUMENTS

1.1.1 Drawings and general provisions of Contract, apply to work of this section. Applicable sections of the Florida Department of Transportation Standard Specifications for Road and Bridge Construction, latest edition, apply to this section as indicated.

1.2 DELIVERY AND STORAGE

1.2.1 Deliver: Deliver materials in original sealed containers labeled with manufacturer's name and directions, color, and date of manufacture.

1.2.2 Store: Store materials at temperatures specified by the manufacturer.

1.3 ENVIRONMENTAL CONDITIONS

1.3.1 Apply paint only when weather conditions and pavement temperatures meet the requirements stated in the paint manufacturer's printed instructions.

PART 2. PRODUCTS

2.1 PAINT FOR ROADS AND STREETS

2.1.1 Painted Traffic Stripes and Thermoplastic Marking materials will be in accordance with construction plans, Brevard County Public Works Standards the Florida Department of Transportation Specifications Manual for Road and Bridge Construction, Section 971, latest edition.

PART 3. EXECUTION

3.1 SURFACE PREPARATION AND APPLICATION

3.1.1 Application of pavement markings will be in accordance with construction plans, Brevard County Public Works Standards and the following sections of the Florida Department of Transportation Specifications Manual for Road and Bridge Construction, latest edition:

3.1.1.1 Paint: Section 710 and related sections.

3.1.1.2 Thermoplastic: Section 711 and related sections.

3.2 TRAFFIC CONTROL AND PROTECTION

3.2.1 Place warning signs near the beginning of the work and well ahead of the work to alert approaching traffic from both directions. Place small markers along newly painted lines to control traffic and prevent damage to newly painted surfaces. Mark painting equipment with large warning signs indicating slow-moving painting equipment in operation.

END OF SECTION

SECTION 33 41 00 - STORM DRAINAGE SYSTEMS

PART 1. GENERAL

1.1 DESCRIPTION OF WORK

1.1.1 Extent of storm drainage systems work is indicated on drawings and schedules, and by requirements of this section.

1.1.2 Refer to Division-31 section "Earthwork" for excavation and backfill required for storm drainage systems; not work of this section.

1.2 QUALITY ASSURANCE

1.2.1 Manufacturer's Qualifications: Firms regularly engaged in manufacture of storm drainage system's products of types, materials, and sizes required, whose products have been in satisfactory use in similar service for not less than 5 years.

1.2.2 Installer's Qualifications: Firm with at least 3 years of successful installation experience on projects with storm drainage work similar to that required for project.

1.2.3 Codes and Standards:

1.2.3.1 Environmental Compliance: Comply with applicable portions of local Environmental Agency regulations pertaining to storm drainage systems.

1.3 SUBMITTALS

1.3.1 Product Data: Submit manufacturer's technical product data and installation instructions for storm drainage system materials and products.

1.3.2 Shop Drawings: Submit shop drawings for storm drainage systems, showing piping materials, size, locations, and inverts.

1.3.3 As-Built Drawings: At project closeout, the Contractor shall submit as-built drawings of the installed storm drainage systems in accordance with the following criteria:

1.3.3.1 Storm drainage pipes, inlets, manholes, and associated appurtenances: Provide sufficient survey data to verify compliance to design drawings, including as applicable: station and offset location for structures; pipe sizes, lengths and inverts; top and toe elevations for ditch weir structure; top of inlet grate, top of skimmer, inlet weir and/or orifice sizes and elevations; and any other pertinent locations, dimensions and elevations associated with the designed storm drainage system(s), as applicable.

PART 2. PRODUCTS

2.1 PIPES AND PIPE FITTINGS

2.1.1 General: Provide pipes of the weight/class indicated. Provide pipe fittings and accessories of same material and weight/class as pipes, with joining method as indicated.

2.1.2 Reinforced Concrete Pipe: Round concrete pipe shall meet the design requirements of ASTM C76, Class III, with modified tongue-and-groove compression-gasket joints.

2.1.3 Modified tongue-and-groove joint compression-gasket shall be chloroprene and shall conform to ASTM C 443.

2.1.4 Elliptical concrete pipe shall conform with the requirements of ASTM C 507, and shall meet the requirements of Table I for Class HE-III. Cold adhesive preformed plastic gaskets shall be of a material, shape and size so as to effect a permanent water tight seal in joints of elliptical concrete pipe, with a minimum of two pieces of gasket material shall be used in each joint.

2.2 STRUCTURES AND MANHOLES

2.2.1 Precast Reinforced Concrete Manholes: Manholes shall conform to the requirements of ASTM C478.

2.2.2 Manholes shall consist of a base unit, riser units with necessary openings for sewer pipe and concentric cones or flat lids providing the support for the manhole frame and cover. The base unit shall consist of a monolithically poured base and bottom-ring section. Lifting holes through the structure shall not be permitted.

2.2.3 Manhole Frames and Covers: Manhole frames and covers shall be gray cast iron, shall be free from cracks, holes and cold shuts, and shall conform to Federal Specification QQ-I-65a for gray iron castings. Frames and covers shall conform to the details shown on the drawings and shall be coated with coal tar pitch varnish. Bearing surfaces shall be machined to provide even bearing surfacing or shall have a nonrocking feature.

2.2.4 Catch Basins: Catch basins shall conform to the form and dimensions and be constructed of the materials shown on the State of Florida Department of Transportation Standard or on the standard plans whichever is specified.

2.2.5 Precast units shall conform to the requirements of ASTM C478 and to the form and dimensions called for on the plans.

2.2.6 Catch Basin Frames and Grates: Cast iron frames and grates shall be gray cast iron conforming to ASTM A48, shall be free of cracks, holes and shuts, and shall conform to the details shown on the plans or as specified. Bearing surfaces shall be machined to provide an even nonrocking bearing surface.

2.2.7 Gratings and frames fabricated from structural steel shall be galvanized in accordance with the requirements of ASTM A123 or shall be painted with two coats of prime meeting the requirements of 971-8 (F.D.O.T. Standard Specifications for Road and Bridge Construction 2013) followed by one coat of material meeting the requirements of Federal Specification TT-E-489, Class A Black. All paint may be thoroughly dry before the succeeding coat is applied. These requirements do not apply when A-588 steel is used.

2.2.8 Headwalls and other Concrete Structures: Headwalls and other concrete structures shall be constructed with 3000 PSI concrete unless otherwise specified.

PART 3. EXECUTION

3.1 EXCAVATION AND BACKFILL

3.1.1 Trench: Trench width shall be kept to a minimum necessary for installation of the pipe. The trench bottom shall be graded uniformly to match the outside of the pipe.

3.1.2 Wellpointing: Construction shall be accomplished in a dry trench. Wellpointing or other approved method of dewatering shall be carried out to maintain a dry trench.

3.1.3 Sheeting and Shoring shall be installed as may be necessary for the protection of the work, preservation of adjacent property and structures, and the safety of employees.

3.1.4 Pipe Laying: Pipe laying shall proceed upgrade with the spigot ends of the pipe pointing in the direction of flow. Each pipe shall be laid true to line and grade so as to form a close concentric joint with the adjoining pipe, preventing offsets in the flow line. As the work progresses, the interior of the pipe shall be cleaned of all dirt and superfluous materials. In addition, pipe shall be laid either on a prepared bed of undisturbed earth in the bottom of the trench, shaped as required to fit the pipe or upon a layer of properly placed bedding material. The requirements for pipe bedding vary with the type of pipe to be installed and these requirements are set forth in other applicable paragraphs or on the plans.

3.1.5 Manholes and Catch Basins: Precast base shall be placed or base shall be cast in place on undisturbed soil, or it shall be installed on approved bedding. Installation will be at the locations and to the grades shown on the plans before the pipe is laid to or away from the manhole or catch basin.

3.1.6 All manholes and catch basins shall be constructed so that the top shall be set between 5-1/2 inches and 14-1/2 inches below the bottom of the frame. It is the intent of the Specifications to provide a minimum of 2-1/2 inches to accommodate future grade changes without disturbing the manhole or catch basin.

3.1.7 On precast units the annular space between the pipe and the opening in the unit shall be grouted with portland cement mortar containing an approved additive to insure a watertight joint.

3.1.8 Frames shall be centered over the opening, raised and tilted as necessary to meet the roadway or finish grade by the use of brick shims and set in a full bed of mortar. Any cover or grating which rocks in its frame upon installation will not be accepted.

3.1.9 Headwalls and other concrete structures shall be constructed to the form and dimensions shown on the plans or specified.

3.1.10 Ditches and swales shall be constructed at the locations and to the cross-section, lines and grade shown on the plans or specified.

END OF SECTION

fire

BREVARD County

BOARD OF COUNTY COMMISSIONERS

FLORIDA'S SPACE COAST

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August 6, 2014

MEMORANDUM

TO: Ian Golden, Housing and Human Services Director Attn: Chenita Joiner

RE: Item III.A., FY 2014-2015 Brevard County HOME Consortium Consolidated One-Year Action Plan

The Board of County Commissioners, in regular session on August 5, 2014, approved the FY 2014-2015 Brevard County HOME Annual Action Plan; authorized the Chairman to execute the required certifications and SF-424 HUD Application for Federal Assistance for the CDBG and HOME Programs; authorized the County Manager or his designee to execute the CDBG and HOME Program Grant Agreements and the Disbursement Agreements with the four HOME Consortium member cities; upon approval from HUD; authorized the County Manager or his designee to sign contractual agreements for projects identified in the Action Plan after approval from Risk Management and the County Attorney's Office; and authorized your office, as contract administrators, to use competitive bids to secure contractors to complete proposed projects. Enclosed are the original SF424 Forms and Certifications.

Your continued cooperation is greatly appreciated.

Sincerely,

BOARD OF COUNTY COMMISSIONERS
SCOTT ELLIS, CLERK

Tammy Etheridge

Tammy Etheridge, Deputy Clerk

Encls. (a/s)

cc: Finance
Budget

RECEIVED

AUG 11 2014

HOUSING/HUMAN SERV

Brevard COUNTY
Central Services

Florida's Space Coast

Facilities Department
2725 Judge Fran Jamieson Way, Suite A207
Viera, FL 32940-6605

(321) 633-2050
FAX: (321) 633-2051
www.brevardcounty.us/centralservices/facilities

TO: Commissioner Jim Barfield, District 2

FROM: Mary Bowers, Support Services Manager, Facilities

DATE: May 20, 2016

SUBJECT: B-5-16-64 Woody Simpson Park Renovations/CDBG Contracts

Enclosed please three (3) each original contracts with Canaveral Construction for the Woody Simpson Park Renovations.

Please sign all three (3) originals **and forward to the Clerk to the Board for attesting, Mail Stop #27.**

Should you have any questions please contact our office at 633-2050.

Thank you.

/mb

Enclosures

Note: **Clerk to the Board** – please return two (2) originals to Mary Bowers, Facilities, Mail Stop #81; retain one (1) original each for your records.

BREVARD COUNTY

In FY 2014-15, the County's CDBG Program will undertake the activities listed below.

SUMMARY OF 2014-2015 CDBG FUNDED ACTIVITIES

MATRIX #	PROJECT NAME	FUNDING AMOUNT	OBJECTIVE	OUTCOME	PRIORITY NEED	ACCOMPLISHMENT TYPE	ANNUAL NUMERIC GOAL
05	Cuyler Community Learning Center	$66,923	Suitable Living Environment	Sustainability	Public Services	People	300
05	Central Brevard Sharing Center	$45,246	Suitable Living Environment	Sustainability	Public Services	People	1450
05	Early Learning Coalition	$18,098	Economic Opportunity	Availability/ Accessibility	Public Services	People	95
05	Community Services Council	$22,623	Suitable Living Environment	Sustainability	Public Services	People	20
05	AMI Kids Space Coast	$22,623	Suitable Living Environment	Sustainability	Public Services	People	66
		$175,513					
02	Demolition	$21,000	Suitable Living Environment	Availability/ Accessibility	Demolition and Clearance	People	3
03F	West Cocoa Pocket Park	$273,900	Suitable Living Environment	Availability/ Accessibility	Public Facility	People	2044
03J	Woody Simpson Park Community Room	$155,219	Suitable Living Environment	Availability/ Accessibility	Public Facility	People	1557
03I	Schoolhouse Paving & Drainage	$155,220	Suitable Living Environment	Availability/ Accessibility	Infrastructure	People	1549
03I	Burnett Rd Beautification/Sidewalks	$155,219	Suitable Living Environment	Availability/ Accessibility	Infrastructure	People	2044
21A	CDBG Program Administration	$234,017	Suitable Living Environment	Availability/ Accessibility Sustainability	Administration	Other	N/A
CDBG TOTALS		$1,170,088					

CDBG Project Descriptions for FY 2014-2015

Burnett Rd. Beautification & Sidewalks
This project will consist of sidewalk construction, lighting, landscaping and some drainage improvements.

Schoolhouse Paving and Drainage
This project consists of the design and construction of roadway and drainage improvements.

Woody Simpson Park Community Room
This project will consist of the construction of a multi-purpose building for the purpose of carrying out needed services and activities for the low to moderate income persons living in Merritt Island.

West Cocoa Pocket Park
This project will consist of the design and construction of a low-impact Park for the West Cocoa neighborhood.

BREVARD COUNTY
BOARD OF COUNTY COMMISSIONERS

INITIAL CONTRACT FORM

SECTION I

The following information must be completed on all new contracts submitted to the Board.

1. Contractor: pre contract approval -- Woody Simpson Park Improvements	
2. Fund/Account #:	3. Division Name: HHS/Facilities Department
4. Contract Description: Bid B-5-16-64	
5. Contract Monitor: Mary Bowers	6. Mail Stop #: 81
7. Dept/Office Director: Teresa Camarata	8. Class Code:
ACTION DATE: *30 days from entry*	ACTION REQUIREMENT: *Need complete data*

SECTION II

The following departments must approve all contracts submitted to the Board:

COUNTY OFFICE	APPROVAL yes	APPROVAL no	INITIALS	DATE
Risk Management	___	___	_____	_____
County Attorney	✓	___	[signature]	2/29/16

If any office denies approval, the package will be returned immediately to the User Agency.

NOTE: *This form should be attached to all new contracts being submitted to the Board for approval. After the contract has been approved, the contract package, including this form, will go to the Clerk to the Board. The Clerk=s Office will then forward the Initial Contract Form to the Information Systems Division and the contract will be entered into the Contract Monitoring System. This initial entry will generate an entry on your monthly contract report and the report will always show a ARequired Action@ for the contract. See BC-20 for additional information.*

COUNTY-CONTRACTOR AGREEMENT

THIS AGREEMENT, made and entered into this _24th___ day of _May_, 2016, A.D., by and between Brevard County, Florida, party of the first part (hereinafter sometimes called the "County") and **JOBEAR CONTRACTING, INC.** party of the second part (hereinafter sometimes called the "Contractor").

***WITNESSETH*:**

WHEREAS, the County is desirous of obtaining the services of a construction contractor to perform the construction of the **SCHOOL HOUSING STREET PAVING & DRAINAGE PROJECT**, and

WHEREAS, the provision of such services to be performed shall mutually benefit the parties hereto and the residents of Brevard County, Florida.

NOW THEREFORE, in consideration of the covenants herein contained, it is mutually agreed between the parties as follows:

1. **SCOPE OF WORK:**
   The Contractor shall furnish all labor, materials, equipment, machinery, tools, apparatus, and transportation and perform all of the Work shown on the Drawings and described in the Specifications entitled: **SCHOOL HOUSING STREET PAVING & DRAINAGE PROJECT**, as prepared by Morgan and Associates Consulting Engineers, Inc., 504 N. Harbor City Blvd., Melbourne, FL 32935.

2. **THE CONTRACT SUM AND PAYMENTS:**
   2.1 The County shall pay the Contractor for work provided under this Agreement as described in "Attachment A" to this Agreement, and made a part of this Agreement by this reference. The County reserves the right to deduct from any Contractor Affidavit an amount for defective or nonconforming work or for work not provided but claimed. The County shall remit payment in accordance with the Florida Prompt Payment Act, Florida Statute section 218.70, et seq.

   2.2 Based upon the price shown in the Proposal heretofore submitted to the County by the Contractor, a copy of said Proposal being a part of these Contract Documents, the aggregate amount of this Contract is the sum of **Five Hundred Sixty One Thousand, One Hundred Seventy Nine Dollars & Sixty One Cents ($561,179.61).**

3. **COMMENCEMENT AND COMPLETION OF WORK:**
   3.1 The Contractor shall commence work within 10 business days after issuance of Notice- to- Proceed.

   3.2 The Contractor shall prosecute the Work with faithfulness and diligence and shall complete the Work not later than **one hundred fifty (150) calendar days** after issuance of Notice-to-Proceed.

8.2 No reports, data, programs or other materials produced, in whole or in part for the benefit and use of the County, under this Agreement shall be subject to copyright by the Contractor in the United States or any other country.

9. ATTORNEY'S FEES:
In the event of any legal action to enforce the terms of this Contract, each party shall bear its own attorney's fees and costs.

10. GOVERNING LAW:
This Agreement shall be governed, interpreted and construed according to the laws of the State of Florida.

11. COMPLIANCE WITH STATUTES:
It shall be the Contractor's responsibility to be aware of and comply with all federal, state and local laws.

12. VENUE:
Venue for any legal action by any party to this Agreement to interpret, construe, or enforce this Agreement shall be in a court of competent jurisdiction in and for Brevard County Florida, and any trial shall be non-jury.

13. CONFLICT OF INTEREST:

13.1 The Contractor shall not engage the services of any person or persons now employed by the County, including any department, agency board or commission thereof, to provide services relating to this Contract without written consent from the County.

13.2 The Contractor shall not accept gratuities, favors or anything of monetary value from contractors, potential contractors or parties to sub-agreements.

13.3 The Contractor shall not award a contract or subcontract under this Agreement to any company who the County has a financial or any other interest in, including but not limited to employing an employee of the County or any member of an employee's, agents, or officer's immediate family.

14. INDEMNIFICATION:
The Contractor shall indemnify and hold harmless the County and its agents and employees from and against all claims, damages, losses and expenses including attorney's fees arising out of or resulting from the performance of its work under this Agreement, where such claim, damage, loss or expense, is caused, in whole or in part, by the act or omission of the Contractor, or anyone directly or indirectly employed by the Contractor, or anyone for whose acts any of them may be liable, regardless of whether or not it is caused, in part, by a party indemnified hereunder. In any and all claims against the County, or any of its agents or anyone directly or indirectly employed by the County, or anyone for whose acts any of them may be liable, indemnification obligation under this paragraph shall not be limited in any way by a limitation on the amount or type of damages, compensation or benefits payable by or for the custodial contractor, under Workers' Compensation Acts, or other related policies

of insurance. The parties acknowledge specific consideration has been exchanged for this provision.

15. MODIFICATIONS TO CONTRACT:

This Contract, together with any Attachments, Drawings, Specifications, General Conditions constitutes the entire Contract between the County and the Contractor and supersedes all prior written or oral understandings. This Contract and any Attachments, Drawings, Specifications, General Conditions may only be amended, supplemented or cancelled by a written instrument duly executed by the parties hereto.

16. INFORMATION RELEASE/GRANTOR RECOGNITION:

News releases, publicity releases, or advertisements relating to this Agreement or the tasks or projects associated with the Project, shall be submitted in writing to the County and be approved in advance of any release or publication. Releases shall identify the funding entity as well as the funding source.

17. INDEPENDENT CONTRACTOR:

The Contractor shall perform the services under this Agreement as an independent Contractor and nothing contained herein shall be construed to be inconsistent with this relationship or status. Nothing in this Agreement shall be interpreted or construed to constitute the Contractor or any of its agents or employees to be the agent, employee or representative of the County.

18. FEDERAL TAX ID NUMBER:

The Contractor shall provide to the County their Federal Tax ID Number or, if the Contractor is a sole proprietor, a Social Security Number.

19. UNAUTHORIZED ALIEN WORKERS:

The County will not intentionally award publicly funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e)(Section 274(e) of the Immigration and Nationality Act (INA). The County shall consider the employment by the Contractor of unauthorized aliens a violation of Section 274(e) of the INA. Such violation by the recipient of the employment provisions contained in Section 274(e) of the INA shall be grounds for unilateral cancellation of this Contract by the County.

20. CONSTRUCTION OF AGREEMENT:

The parties hereby acknowledge that they fully reviewed this Agreement, its attachments and had the opportunity to consult with legal counsel of their choice, and that this Agreement shall not be construed against any party as if they were the drafter of this Agreement.

21. NOTICE:

Notice under this Agreement shall be given by certified mail or hand delivery as follows: Housing & Human Services Department, 2725 Judge Fran Jamieson Way, Viera, FL 32940 and Notice shall be given to the Contractor by certified mail or hand delivery as follows:

Jobear Contracting, Inc., Mr. John G. Huy, President, 1950 Danr Drive, Palm Bay, FL 326905.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and date first above written in three (3) counterparts, each of which shall, without proof or accounting for the other counterparts, be deemed an original Contract.

ATTEST:

Scott Ellis, Clerk

BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS

Jim Barfield, Chairman

As approved by the Board: 8/5/14

ATTEST:

Cynthia A Huy
Print Name

Signature Date 6-6-16

JOBEAR CONTRACTING, INC.

By: John G Huy
(Print Name)

Signature Date 6-6-16

ATTACHMENT "A"

General Decision Number: FL160149 01/08/2016 FL149

Superseded General Decision Number: FL20150149

State: Florida

Construction Type: Heavy

County: Brevard County in Florida.

HEAVY CONSTRUCTION PROJECTS (Including Sewer and Water Lines)
(EXCLUDING CAPE CANAVERAL AIR FORCE STATION, PATRICK AIR FORCE BASE, KENNEDY SPACE FLIGHT CENTER AND MALABAR RADAR SITE)

Note: Under Executive Order (EO) 13658, an hourly minimum wage of $10.15 for calendar year 2016 applies to all contracts subject to the Davis-Bacon Act for which the solicitation was issued on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least $10.15 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2016. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/08/2016

ENGI0673-013 05/01/2013

	Rates	Fringes
OPERATOR: Oiler	$ 20.36	10.85

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* IRON0808-008 02/01/2015

	Rates	Fringes
IRONWORKER, STRUCTURAL AND REINFORCING	$ 23.50	11.95

LABO0517-002 05/01/2014

	Rates	Fringes
LABORER: Grade Checker	$ 18.35	6.45

PAIN1010-011 08/01/2014

	Rates	Fringes
Painter - Brush, Roller & Spray	$ 19.50	8.83

SUFL2009-145 06/24/2009

	Rates	Fringes
CARPENTER	$ 13.56	1.84
CEMENT MASON/CONCRETE FINISHER	$ 13.18	0.00
ELECTRICIAN	$ 16.71	3.51
LABORER: Common or General	$ 10.07	0.00
LABORER: Landscape	$ 7.25	0.00
LABORER: Pipelayer	$ 12.09	1.85
LABORER: Power Tool Operator (Hand Held Drills/Saws, Jackhammer and Power Saws Only)	$ 10.63	2.20
OPERATOR: Asphalt Paver	$ 11.88	0.00
OPERATOR: Backhoe Loader Combo	$ 16.10	2.44
OPERATOR: Backhoe/Excavator	$ 13.12	2.58
OPERATOR: Bulldozer	$ 12.88	0.00
OPERATOR: Crane	$ 14.88	3.17
OPERATOR: Grader/Blade	$ 16.00	2.84
OPERATOR: Loader	$ 12.91	1.76
OPERATOR: Mechanic	$ 13.83	2.19
OPERATOR: Roller	$ 10.50	0.00
OPERATOR: Scraper	$ 11.00	1.74
OPERATOR: Trackhoe	$ 20.92	5.50
OPERATOR: Tractor	$ 10.00	0.00
TRUCK DRIVER, Includes Dump Truck	$ 11.07	0.00
TRUCK DRIVER: Lowboy Truck	$ 11.00	0.00
TRUCK DRIVER: Off the Road Truck	$ 12.21	1.97

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

Unlisted classifications needed for work not included within

the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate

that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

* an existing published wage determination
* a survey underlying a wage determination
* a Wage and Hour Division letter setting forth a position on a wage determination matter
* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material,

etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION

□

CONSTRUCTION BIDDING DOCUMENTS

SCHOOLHOUSE PAVING & DRAINAGE IMPROVEMENT

Brevard County, Florida

Brevard COUNTY

Housing & Human Services Department

Bid No: #B-5-16-74

SECTION 1 - ADVERTISEMENT FOR BIDS

Sealed Bids will be received by the Board of County Commissioners of Brevard County, Florida no later than **3:30 P.M.** on **April 28, 2016**, in the Purchasing Services Office, 2725, Judge Fran Jamieson Way, Bldg. C., Suite C-303, Viera, Florida 32940 for the following:

- Bid #: **B-5-16-74**
- Project Name: **SCHOOLHOUSE PAVING & DRAINAGE IMPROVEMENTS**
- Project Location: **Schoolhouse St., Merritt Island, FL 32953**

At this time, the bids will be publicly opened and read aloud.

1.1 SCOPE OF WORK:

The WORK of this project consists of furnishing all labor, materials, equipment, tools, transportation, services, and incidentals for performing all work necessary and as required by the contract documents, technical specifications and drawings for the project titled:

"SCHOOLHOUSE PAVING & DRAINAGE IMPROVEMENTS"

Brevard Housing & Human Services Department

Brevard County, Florida

The project consists of roadway, sidewalk and drainage improvements along Schoolhouse Street; approximately 1,235 lf from Alma Drive to Lincoln Avenue in Merritt Island. Improvements include removal of existing pavement and sidewalks, reconstruction of the road realignment, new sidewalks, new curb, gutter and inlets, drainage culverts, adjustment of sanitary sewer manhole covers, reconstruction of driveways, pavement markings and road signage.

1.2 BID SECURITY:

Each bid must be accompanied by a Bid Security in the form of either a cashier's check or certified check, irrevocable letter of credit, or a Bid Security Bond in the form set forth in SECTION 3 in the amount not less than five (5%) percent of the amount of the bid. Any submitted certified check, cashier's check or irrevocable letter of credit shall be drawn on a solvent bank or trust company approved by the Brevard County Board of County Commissioners (hereinafter OWNER), made payable to the OWNER, and accompanied by all necessary documentary revenue stamps, required by law. Personal checks or company checks will not be accepted. The surety of the Bid Security Bond shall be a surety company duly authorized by the Florida Department of Insurance. The Bid Security Bond shall be issued or countersigned by a local procuring agent who is a resident of the State of Florida. Satisfactory evidence of the execution authority of the person or persons executing the Bid Security Bond shall be submitted with the Bond. The Bid Bond shall be executed by the BIDDER as principal. No Bid may be withdrawn for a period of ninety (90) calendar days after the Bid opening thereof.

If the bid price exceeds $100,000.00 dollars, the successful BIDDER will be required to furnish and record, in the official record of Brevard County, a 100% Performance Bond, a 100% Labor and Material Payment Bond, and a 25% Maintenance Bond. Failure to enter into the Contract or to furnish the required Bonds will result in the OWNER retaining the Bid Security as liquidated damages.

1.3 BIDDING DOCUMENTS:

Bidding Documents may be obtained or examined at the Purchasing Services office, 2725 Judge Fran Jamison Way, Building C, Room #303, Viera, Florida 32940, (321) 617-7390.

Bidders may print as many copies as they wish through professional printing establishments. The County will not distribute paper copies of the plans.

All requests for Bidding Documents must include the name of person requesting the documents, company name, a street address (P. O. Box not acceptable), phone and fax numbers, contact person e-mail address, and delivery account number to permit delivery and billing from the delivery service.

Bidding Documents are available for review at the following locations:

1. Purchasing Services Office, 2725 Judge Fran Jamieson Way, Bldg. C, Suite C-303, Viera, FL 32940 (321-617-7390 Ext. 56049), April Chapman, Purchasing Agent
2. Brevard Housing & Human Services Department, 2725 Judge Fran Jamieson Way, Bldg B, Viera, FL 32940, Michael McDonald, Project Coordinator.

Interpretations of, or questions concerning, the Drawings and Specifications must be received, in writing, at the Purchasing Services Office not later than **ten (10)** business days prior to the date for opening of the Bids. The Purchasing Services Office, 2725 Judge Fran Jamieson Way, Bldg. C., Suite C-303, Viera, FL 32940 is the only source for information dissemination during Bid process.

1.4 BID FORMAT:

Bids must be submitted on the Bid Proposal Form contained in SECTION 3 of the Bidding Documents to be considered. The OWNER reserves the right to reject any and all Bids with or without cause, to waive technical errors and informalities, or to accept that bid or combination of bids which in the Owner's sole and absolute judgment best serves the public interest. All bids must be sealed and addressed to Purchasing Services Office, 2725 Judge Fran Jamieson Way , Bldg. C., Suite C-303, Viera, FL 32940, and must be marked in the left hand corner on the outside of an 8½" x 11" envelope as follows:

Sealed Bid for: **SCHOOLHOUSE PAVING & DRAINAGE IMPROVEMENTS**

Bid No: **B-5-16-74**

Opening Date: **April 28, 2016 @ 3:30 p.m.**

Name & Address of BIDDER: _____

Telephone Number of BIDDER: _____

BIDDER'S Florida Contractor License #: _____

Bidders shall submit one (1) "Original" clearly marked and one (1) copy. Paper documents must be provided, but should be accompanied by an equivalent electronic PDF file. The bid must be delivered or submitted to the Purchasing Services Office, 2725 Judge Fran Jamieson Way, Bldg. C., Suite C-303, Viera, FL 32940 no later than 3:30 p.m. on the bid opening date. Any bid received after the stated time and date for the bid opening shall be returned unopened to the submitting BIDDER.

1.5 PRE-BID CONFERENCE MEETING:

A NON-MANDATORY pre-Bid conference will be held **April 14, 2016 @ 10:00am** in Purchasing Services located at Brevard County Government Center, 2725 Judge Fran Jamieson Way, Bldg. C, Room #303, 3rd flr., Viera, FL 32940.

1.6 EQUAL EMPLOYMENT OPPORTUNITY:

BIDDER must ensure that employees and applicants for employment are not discriminated against for reasons of race, color, religion, sex, national origin or handicapped status. Minority and female-owned businesses are encouraged to participate.

END OF SECTION 1 – ADVERTISEMENT FOR BID

SECTION 2 – INFORMATION TO BIDDERS

2.1 EVENT TIMELINE

1. Bidders should review and become familiar with the Event Timeline. The dates and times of each activity within the Timeline may be subject to change. It is the responsibility of the Bidder to check for any changes. All changes to the Timeline will be made through an addendum to this Invitation to Bid.

EVENT	DATE	TIME
Issue Invitation to Bid	April 7, 2016	8:00am
Pre-Bid Conference (not mandatory)	April 14, 2016	10:00am
Deadline for Questions	April 18, 2016	5:00pm
Bids Due	April 28, 2016	3:30pm

2.2 SUBMISSION OF BIDS AND BID OPENING:

1. The bid opening shall be public at the date and time specified. Sealed bids received by an agency pursuant to invitations to bid are exempt from the provisions of subsection (1) and s. 24(a), Art. I of the State Constitution until such time as the agency provides notice of a decision or intended decision pursuant to s. 120.75(3)(a) or within 30 days after bid opening, whichever is earlier. In accordance with Section 255.0518, F.S., **the name of each firm submitting a competitive bid and the price bid by that firm will be read aloud at the time of the opening in compliance with FS 255.0518**. No other details of the bid responses will be released. Bids must be submitted on forms provided by the County. No other forms will be accepted. Telephone and telegraph bids will not be considered. No bid may be modified after opening. No bid may be withdrawn after opening for a period of thirty (30 days unless otherwise specified.)

2. Each BIDDER shall submit one (1) clearly marked "**ORIGINAL**" bid and one (1) complete Copies of the Bid marked "**COPY**" on the front cover. The Bids must be submitted on the Bid Proposal Form and include all applicable forms contained in SECTION 3 of the Bidding Documents to be considered. All Bids must be sealed and addressed to the Purchasing Services, 2725 Judge Fran Jamieson Way, Bldg. C., Suite C-303, Viera, FL 32940, and must be marked as follows:

Sealed Bid for: **SCHOOLHOUSE PAVING & DRAINAGE IMPROVEMENTS**

Bid No: **B-5-16-74**

Opening Date: **April 28, 2016 @ 3:30pm**

Name & Address of Bidder: _____

Telephone Number: _____

Florida Contractor License #: _____

3. The delivery of the Bid to the location designated for receipt of bids prior to the date and time set for the bid opening is solely and strictly the responsibility of the BIDDER. Any Bid received after the stated time and date for the opening of the bids shall be returned unopened to the submitting BIDDER. The OWNER shall not, under any circumstances, be responsible for delays caused by the United States Postal Service or any private delivery service, or delays caused by any other occurrence. Offers by telephone, facsimile, telegram, or electronic mail will not be accepted.

4. A bid submitted by a corporation shall be accompanied by a sworn statement on the form entitle "acknowledgement of Officer to Execute Bid on Behalf of a Corporation," as set forth in SECTION 3 - Bid Forms, which affirms the authority of the individual who signs the Bid Proposal Form to sign the documents. In the event that the firm is awarded the contract and a corporate official other than the one who signed the Bid Proposal Form elects to execute the Agreement on behalf of the corporation, the form entitled "Acknowledgment of Officer to Execute Bid on Behalf of a Corporation," as set forth in SECTION 3 - Bid Forms, shall be resubmitted along with the Contract Documents. The submittal of more than one bid from an individual, firm, partnership, corporation, or association under the same or different names will not be considered and will be cause for rejection of all Bids submitted by a BIDDER.

5. BIDDER shall submit with the Bid Proposal Form and all documents as set forth in SECTION 3 - Bid Forms of the Contract Documents. Bidder's attention is drawn to the required forms as set forth in SECTION 3 – Bid Forms which delineates in a checklist format and basic Contract submittal requirements.

6. A BIDDER may withdraw any proposal at any time prior to the hour set for the opening of the Bids in accordance with the provisions provided in 2.7 below.

7. The OWNER reserves the right to reject any and all Bids with or without cause, to waive technical errors and informalities, or to accept that Bid or combination of Bids which in the OWNER's sole and absolute judgment best serves the public interest.

2.3 BID DOCUMENTS:

1. Bid Documents include: SECTION 1 - Advertisement for Bids; SECTION 2 - Information to BIDDERs; Federal Supplemental Requirements; SECTION 3 - Bid Forms. BIDDERS also must be knowledgeable of Technical Specifications; as well as Construction Drawings each of which provide detailed information on Contract requirements and execution. Each BIDDER must provide Bid Security (SECTION 3) and the Bid Forms (SECTION 3) including any Addenda issued prior to the date of receipt of Bids. All requirements and obligations of the Bidding Documents are hereby incorporated by reference into the Contract Documents and are binding on the successful BIDDER upon award of the contract.

2. BIDDERs may obtain complete sets of the Bidding Documents from the issuing office designated in the Advertisement for Bids (SECTION 1) in the number and for the price, if any, stated therein.

3. BIDDERs shall use complete sets of Bidding Documents in preparing Bids; neither the OWNER nor the ENGINEER shall have any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bid Documents.

4. ENGINEER OF RECORD: Assigned engineer of the engineering material and data contained in the Specifications and Contract Drawings, and in relationship to the Woody Simpson Improvement Project, were prepared under the responsible charge of Andreas H. Kirbach, P.E. (FL Registration No. 49431) of Morgan and Associates Consulting Engineers, Inc., 504 N. Harbor City Blvd. Melbourne, FL 32935.

5. The OWNER, in making copies of the Bidding Documents available on the above terms, does so only for the purpose of obtaining bids on the work and does not confer a license or grant for any other use.

2.4 FEDERAL SUPPLEMENTAL REQUIREMENTS: All bidders are to be knowledgeable and responsible for paying to wages as outlined pertaining to the construction work covered. The work to be performed shall unconditionally adhere to the standards determined by Federal Labor Standards Provision, item 2.37: Wages.

2.5 DEFINITIONS:

1. Agreement: The written Contract between OWNER and CONTRACTOR covering the Work to be performed; other Contract Documents are attached to the Agreement and made a part thereof as provided therein.

2. Total Base Bid: The Total Base Bid amount is the sum stated in the Bid for which the BIDDER offers to perform all Contract Work documented by the Owner not related to extra work, based on scope related contingencies or Add/Deduct Alternatives.

3. Bid: The offer or proposal of the BIDDER submitted on the prescribed form setting forth the prices for the work to be performed.

4. Contract Documents: The Agreement, Addenda (which pertain to the Contract Documents), CONTRACTOR's bid (including documentation accompanying the bid and any post bid documentation submitted prior to the Notice of Award) when attached as an exhibit to the Agreement, the Notice to Proceed, the Bonds, the General Conditions, Certificates of Insurance, the Supplementary Conditions, the Technical Specifications and the Drawings, together with all Written Amendments, Change Orders, Work Change Directives, Field Orders and ENGINEER's written interpretations and the clarifications issued pursuant to Articles 3.8, 3.9.1, and 3.9.3 of General Conditions on or after Effective Date of the Agreement. Shop drawing submittals approved pursuant to Articles 6.30 and 6.31 of General Conditions, and the reports and drawings referred to in Articles 4.2.1 and 4.3.2 of General Conditions are not Contract Documents.

5. Contractor: The person, firm or corporation with whom OWNER has entered into the Agreement.

6. Engineer: The person, firm or corporation named as such in the Agreement.

7. Owner: The Brevard County Board of County Commissioners.

8. Subcontractor: An individual, firm or corporation having a direct contract with CONTRACTOR or with any other Subcontractor for the performance of a part of the Work at the site.

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

10. Work: The entire completed construction or the various separately identifiable parts thereof required to be furnished under the Contract Documents. Work includes and is the result of performing or furnishing labor, furnishing and incorporating materials and equipment into the construction, performing or furnishing services, and furnishing documents all as required by the Contract Documents.

11. Conformed Copy of Contract Documents: The entire Construction Documents Project Manual in bound form, prepared by the Engineer of Record, with all the completed Contract Forms up to the execution of the Contract including: SECTION 3 - Bid Forms, SECTION 2 – General Conditions with the exception of the non-completed Forms including "unforeseen Changes In The Work forms defined in Article 10 of SECTION 2, and the payment application Forms applicable to Article 14 of SECTION 2; SECTION 4 – Technical Specification under a separate binder, the Conformed Document will include: Contract Addendums issued by Purchasing Services, Schedule of Values, CONTRACTOR's Certificates of Insurance, Pre-Bid Conference Meeting Minutes, and CONTRACTOR's Base Line Preliminary Schedule.

2.5 LOCAL PREFERENCE:

Local preference shall not be applicable for consideration of bid award due to funding source requirements. The entire resolution may be viewed at www.brevardcounty.us/CentralServices/Purchasing.

2.6 TIE BIDS:

1. Award of all tie quotes/bids shall be made by the Purchasing Manager in accordance with State Statutes, which allows a firm certified as a Drug-Free Workplace to have precedence. When evaluation of vendor responses to solicitations results in identical offers, with regards to bids or quotations, or identical ranking with regards to proposals, from two or more vendors, the County shall determine the order of award using the following criteria in order of preference listed below(from highest priority to lowest priority):

   a. For tie-bids, quotations, or proposals, priority shall be given to the vendor certifying that he/she is a Drug-Free Workplace as defined within §287.087, Florida Statutes;

   b. Should a tie still exist, in the case of proposals only, priority shall be given until the tie is broken, to the vendor with the highest total of raw scores for each evaluation criteria, progressing from the highest weighted criteria to the lowest rated criteria. If multiple evaluation criteria have identical weights, the combined total weights of the identically weighted criteria shall be used;

   c. In the event that a tie still exists after progressing through a-c, the decision shall be made by lot or coin toss. The drawing of lots or coin toss shall be conducted in the presence of the affected bidders if they elect to be present.

2.7 WITHDRAWAL OF BID

Bidders will not be allowed to withdraw or modify their bid after the opening date and time. No Bid shall be withdrawn for a period of ninety (90) days from the bid opening date

2.8 PRE-QUALIFICATION OF AWARDED CONSTRUCTION BIDDER:

1. The OWNER requires, by reference to Brevard Policy BCC-28, "Pre-Qualification of Construction Bidders prior to Award" under "Contractor/Subcontractor Evaluations" that the BIDDER be evaluated. This Policy requires the CONTRACTOR and/or Subcontractor to submit documents which will demonstrate that the present organization and prior Work experience is of adequate size and development to maintain responsible control of the project and to schedule, coordinate and perform the Work in an expeditious manner in accordance with the Contract Documents. These documents will provide evidence of adequate project experience, quality workmanship, adherence to project schedule, financial soundness, depth of corporate commitment, ability to provide payment and performance bonds, safety performance, and any other pertinent data obtained from reference checks that is determined by OWNER, and identified below, to be a measure of the CONTRACTOR's/Subcontractors' qualifications. This information will be relied upon and investigated by the OWNER in determining whether the BIDDER is the best responsible and most qualified BIDDER, and that its Subcontractors are qualified to perform the Work of the Contract.

2. **All BIDDERs will be required to submit the information below with their bid submittal due on indicated opening date for review and acceptance by OWNER**. All responsive bidders shall be pre-qualified and Notice of Apparent Lowest BIDDER shall be posted via the bid tabulation per Section 2-Information to Bidders, 2.28, Item #1: Posting of Award Notice. If the low BIDDER does NOT provide adequate documents for review, or the submitted documents give indications of a non-stable or unqualified company, the BIDDER will be rejected and the second low BIDDER shall be designated the "Apparent Lowest Bidder". This process will continue until the lowest responsive, qualified BIDDER is established.

3. THE BIDDER/CONTRACTOR must submit the following qualification documentation with the bid submittal:
   a. Most current two years of audited financial statements. All financial information is confidential and not subject to disclosure under the Public Records Act;
   b. Prior experience of the GENERAL CONTRACTOR, and resumes of BIDDER's key personnel such as Project Manager, Superintendent, and Foreman and must include:
      1) Three (3) comparable projects that included concrete, asphalt, paving, sidewalk reconstruction, drainage culverts, and sanitary sewer cover adjustment repair within the last ten (10) years. **Each of these three (3) projects must have the bidder acting as General Contractor for construction of a project of similar size, trade and complexity to this project that meets the OWNER's requirements**. The BIDDERs are required to submit details, size of construction, client references, and other information for these 3 projects as part of their bid on the forms provided. Bidders are encouraged to contact their reference as part of the preparation of these forms to make sure they have the correct names and phone numbers and information provided. Failure to provide the contact person responding to phone inquiries, wrong phone numbers or wrong project information will be cause for the bid to be considered non-responsive and be rejected.
      2) Resumes of CONTRACTOR's key personnel, including Project Manager, Project Engineer, Superintendent, and Foreman, and include:

i. Project Manager and Project Engineer with similar size contract value project experience and at least one major sidewalk, asphalt, or drainage culvert construction project experience within the past ten (10) years.

ii. Superintendent with at least one major paving project in Florida involving major concrete/asphalt or drainage culvert install and/or repair and earth work.

iii. Resumes of CONTRACTOR's key personnel with be requires to be submitted after bid opening and notice of low bidder.

c. CONTRACTOR's Qualification Statement – AIA Document 305, 1986 Edition (4 pages);

d. If Contract Price is in excess of $100,000.00, then, a letter from a qualified bonding company documenting ability to provide a 100% Performance Bond, 100 % Labor & Material Payment Bond and, a 25% Maintenance Bond in accordance with item 2.13;

e. Separate lists of Subcontractors and Suppliers, and items of Work to be performed by the CONTRACTOR's work force or by the Supplier;

f. Major Subcontractor's Qualification Statement – AIA Document 305, 1986 Edition (4 pages) and the following Subcontractor's pre-qualification documentation including:

1) Resumes of major Subcontractor's key personnel (concrete sidewalk, driveway asphalt, sanitary sewer adjustment, and/or drainage culvert install/repair, etc.) including Project Manager, Superintendent, and Foreman, and include: three (3) comparable construction projects within the past ten (10) years.

2) Separate lists of Subcontractors and Suppliers along with a delineation of those items of Work to be performed or supplied by the Subcontractor's work force versus the items of Work to be performed or supplied by the other subcontracted workforces or by other Suppliers.

3) Florida, local and, trade licensing per applicable jurisdiction.

4) Other qualification documentations as listed in individual technical specifications.

4. The OWNER reserves the right to decide the similarity and comparability of the submitted project descriptions to this project and to reject a bid on the basis of lack of prior experience.

5. The OWNER will consider, in determining the qualifications of a BIDDER, or a BIDDER's Subcontractors, the BIDDER's and Subcontractor's record in the performance of any contracts for construction work with the OWNER or with similar public or private bodies or corporations. The OWNER expressly reserves the right to reject the bid and/or Subcontractor of any BIDDER if such record discloses that such BIDDER, in the opinion of the OWNER, is not the best or most qualified BIDDER or that the BIDDER and/or Subcontractor has not properly performed its contracts or has habitually and without just cause neglected the payment of bills, or has otherwise disregarded obligations to subcontractors, material men, suppliers or employees.

6. The OWNER may make such investigation as they deem necessary to determine the responsibility, qualifications, and ability of the BIDDER and/or its Subcontractors to perform the Work, and the BIDDER shall furnish promptly to the OWNER all such information and data for this requested purpose. The OWNER reserves the right to inspect all facilities of the BIDDER and/or Subcontractor in order to make a determination of the foregoing. The OWNER reserves the right to reject any Bid if the evidence submitted by or investigation of such BIDDER and/or Subcontractor, fails to satisfy the OWNER that such BIDDER is a responsive and responsible BIDDER in accordance with the criteria set forth herein, or that such Subcontractor is qualified.

The ability to secure Payment, Performance, and Maintenance Bonds for the Work shall not be conclusive evidence of BIDDER and/or Subcontractor's financial responsibility. Conditional Bids will not be accepted.

2.9 BIDDER'S REPRESENTATIONS:

1. Each BIDDER, by submitting a bid, understands the OWNER is relying upon the bid and the representations contained therein in awarding the Contract and represents that:

   a. The BIDDER has read and understands that the Bidding Documents and Bid are made in accordance therewith; and the BIDDER agrees to be bound by the terms and requirements set forth in the Bidding and Contract Documents. Failure of the Successful BIDDER to have read and become thoroughly familiar with the Drawings, Specifications, and other Contract Documents will not relieve the successful BIDDER of the obligation to furnish all labor, materials, and equipment necessary to carry out the provisions of the Contract Documents and to complete the contemplated Work for the consideration set forth in the Bid. BIDDER specifically waives any such claim(s). No effort is made to emphasize any particular provision of the Bid Documents, but BIDDERs must familiarize themselves with every provision and its effect. The OWNER and ENGINEER make no representations other than those stated or shown directly in the Bid Documents.

   b. The BIDDER has visited the site, has become familiar with the local conditions under which the Work is to be performed in accordance with the plans and specifications, and has correlated the BIDDER's observations with the requirements of the Contract Documents.

   c. The Bid is based upon the materials, systems and equipment required by the Bidding Documents without exception. Further, all material and equipment provided by the BIDDER is thoroughly adequate for the Work for which it is used.

   d. The BIDDER has the capability, in all respects, and the moral and business integrity, reliability, technical ability, financial resources, plant management, superintendence, equipment and materials which will assure effective and efficient good faith performance in full compliance with the Contract Documents and with any and all schedules and milestone and completion dates required by the OWNER. The BIDDER acknowledges and represents that the BIDDER has made allowances for normal inclement weather indigenous to the Project Site in estimating, planning and scheduling of the Work. The BIDDER hereby certifies that the Work shall be completed, in place, in full accordance with the Contract Documents, within the time limits specified.

2. BIDDER shall submit all other pre-qualification documents identified herein or as requested with the bid submittal and prior to award of the Contract. OWNER shall consider such matters as it deems fit as to each Subcontractor and how, if at all, it impacts on BIDDER's responsibility, fitness or ability to perform this Contract. .

3. The BIDDER agrees that upon receipt of the Notice of Award of the Contract, the BIDDER will execute the formal Contract, and will deliver all bonds and proof of insurance coverage as required by the Contract Documents.

4. The BIDDER agrees to execute the formal Contract, including bonds and proof of insurance, within ten (10) days from the date of Notice of Award. Failure or refusal of the Successful BIDDER to execute the Contract within the allotted time or to furnish the required insurance certificates and bonds will result in Successful BIDDER forfeiting the full amount of the Bid Security and the OWNER retaining the Bid Security not as a penalty, but as liquidated damages. It is agreed that the sum of the Bid Security is a fair estimate of the amount of damages that the OWNER will sustain in the event one of the foregoing circumstances occurs. No plea of mistake in the Bid or misunderstanding of the conditions of forfeiture shall be available to the Successful BIDDER for the recovery of the amount of the Bid Security or as a defense to any action based upon the foregoing failure by the Successful BIDDER.

5. BIDDER acknowledges that any and all cost incurred by the BIDDER while responding to the OWNER's bid process is solely the responsibility of the BIDDER. The OWNER assumes no responsibility whatsoever for any such cost.

6. The BIDDER agrees that the contract time as stated in this request for bids is reasonable and adequate for submittals, redesigns, normal inclement weather and redrawing as may be required and acknowledges that the work shall be substantially complete within one hundred (100) days from the date when the Contract Time commences to run and complete and ready for final payment in accordance with Article 14 of SECTION 4 - **General Conditions within one hundred eighty (180) days from the date when the Contract Time commences.** The date Contract Time commences is stated in the General Conditions and is the date stated on the Notice to Proceed.

2.10 BID SECURITY:

1. Each bid must be accompanied by **either**: (1) cash, (2) a Cashier's or Certified Check of the BIDDER, made payable to the OWNER, or (3) a BIDDER'S bond utilizing the form provided in the contract documents, in an amount not less than 5% of the amount of the bid. **DO NOT MODIFY OR RE-ISSUE THE BID SECURITY BOND FORM. USE THE FORM PROVIDED IN THE CONTRACT DOCUMENTS ONLY. FAILURE TO USE THE FORM PROVIDED IN THE CONTRACT DOCUMENTS MAY RESULT IN DISQUALIFICATION OF THE BIDDER.** A cashier's check shall have the necessary State of Florida documentary stamps attached. Cash and checks will for purposes of this provision, the amount of the Bid shall be the Base Bid plus all positive amount alternates. Cash shall be United States currency. Any submitted certified check or cashier's check shall be drawn on a solvent bank or trust company approved by the OWNER, made payable to the OWNER (Purchasing Services Office), and accompanied by all necessary documentary revenue stamps, required by law. Personal checks or company checks will not be accepted. The letter of credit must be issued by a depository on the most current list of authorized financial institutions by the Florida Department of Insurance and Treasurer. The Bid Security Bond shall be issued by a surety company duly authorized by the Florida Department of Insurance to conduct business in Florida, listed on the U.S. Treasury List, and otherwise acceptable to the OWNER (Purchasing Services Office).

   If the BIDDER is a partnership, the bond shall be signed by each of the individuals who are partners; if a corporation, the Bond shall be signed in the correct corporate name by a duly authorized officer, agent, or attorney-in-fact. There shall be executed an appropriate number of counterparts of the Bond corresponding to the number of counterparts in the Contract. The Bid Security Bond shall be issued or countersigned by a local procuring agent who is a resident of the State of Florida. Satisfactory evidence of the execution authority of the person or persons

executing the Bid Security Bond shall be submitted with the bond. The Bid Bond shall be executed by the BIDDER as principal. No Bid may be withdrawn for a period of ninety (90) calendar days after the Bid opening thereof.

2. Said Bid Security is given as a guarantee that the BIDDER will enter into the Contract, provide Certificates of Insurance, and furnish Performance, Payment and Maintenance Bonds, if awarded the Work. Failure or refusal of the Successful BIDDER to execute the Contract within ten (10) days after the BIDDER has received Notice of Award of the Contract, or to furnish the required insurance certificates and bonds will result in Successful BIDDER forfeiting the full amount of the Bid Security and the OWNER retaining the Bid Security not as a penalty, but as liquidated damages. It is agreed that the sum of the Bid Security is a fair estimate of the amount of damages that the OWNER will sustain in the event one of the foregoing circumstances occurs. No plea of mistake in the Bid or misunderstanding of the conditions of forfeiture shall be available to the Successful BIDDER for the recovery of the amount of the Bid Security or as a defense to any action based upon the foregoing failure by the Successful BIDDER.

3. The Bid Security will only be returned upon request and retained as part of the official file. If ninety (90) days have passed after the date of the formal opening of the bids and no contract has been awarded, the bid security of any bidder will be returned upon written request of bidder, provided that the Bidder has not been notified of the acceptance of the bid. If, at the OWNER's request, the BIDDER agrees to extend and maintain the bid beyond the specified ninety (90) calendar days, the Bid security will not be returned. BIDDER hereby agrees that all Bid prices are firm, fixed prices which the OWNER may accept up to ninety (90) calendar days from Bid opening.

2.11 SITE CONDITIONS AND CONDITIONS OF THE WORK:

1. Each BIDDER must be acquainted thoroughly as to the character and nature of the Work to be done prior to the submittal of the Bid. Each BIDDER furthermore must make a careful examination of the site of the Work and become fully informed as to the conditions to be encountered in the performance of the Work, including but not limited to: (1) the conditions bearing upon delivering, storing and placing materials and equipment; (2) the availability of labor, water, electrical power, utilities, and roads; (3) uncertainties of weather, river stages, tides or other similar physical conditions; (4) the conformation and conditions of the ground; and (5) the character of equipment and facilities needed preliminary to and during Work performance. The BIDDER also acknowledges that it has satisfied itself as to the character, quality, and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site, including all exploratory work done by the ENGINEER, public and private agencies, and from the Drawings and Specifications made a part of this Contact.

2. No plea of ignorance of conditions that exist or may hereafter exist on the site of the Work, or difficulties that may be encountered in the execution of the Work, including weather conditions, as a result of failure to make necessary investigations and examinations, will be accepted as an excuse for any failure or omission on the part of the Successful BIDDER to fulfill in every detail all the requirements of the Contract Documents and to complete the Work for the consideration set forth therein, or as a basis for any claim whatsoever from the BIDDER. BIDDER specifically waives any such claim(s).

3. Insofar as possible, the Successful BIDDER, in carrying out the Work, must employ such methods or means as will not cause interruption of or interference with the Work of the OWNER, or any separate contractor.

4. The OWNER and ENGINEER assume no responsibility for any conclusions or interpretations made by the BIDDER based on the information made available by the OWNER. Nor does the OWNER or ENGINEER assume responsibility for any understanding reached or representation made concerning conditions which can affect the Work by any of its officers or agents before the execution of this Contract, unless that understanding or representation is expressly stated in this Contract.

5. Existing utilities and facilities are shown on the Contract Drawings only for the convenience of all parties concerned and were established without guarantee as to their accuracy or completeness of location. Because of conflicting and sometimes erroneous information, certain facilities may not be located precisely as shown, or may be omitted entirely. Prior to performing any Work, the CONTRACTOR shall determine, by site inspection or otherwise, all pertinent data concerning the existing utilities, electrical, structures, and facilities, including the request of each utility agency to advise on the location of their facilities in the Work vicinity.

6. The CONTRACTOR shall be completely responsible for the relocation, as required, of existing utilities and structures with such Work accomplished at no additional cost to the OWNER as shown or indicated in the Contract Documents. The OWNER and ENGINEER will assume no liability for damages sustained or costs incurred because of the CONTRACTOR's operations in the vicinity of the existing utilities or structures. The CONTRACTOR shall schedule Work in such a manner as to avoid being delayed by the utility companies' relocating or supporting their utilities. No compensation shall be made for such loss of time.

7. The position of certain structures and utilities directly affects the proposed construction. Therefore, in order to ensure that the Work can actually be positioned as planned, the CONTRACTOR shall make any excavation necessary for location of structures and utilities prior to construction of that particular portion of the job.

8. All surface or underground structures encountered in excavation, whether shown on the Drawings or not are to be carefully protected from injury or displacement, and all damage to such structures is to be completely repaired within a reasonable time; otherwise, the OWNER may give twenty-four (24) hours notice to the CONTRACTOR, and then repair the damage at the CONTRACTOR's expense. All such repairs made by the CONTRACTOR are to be made to the satisfaction of the OWNER; all damaged pipes must be replaced or prevented from leaking. Also, all such repairs are to be inspected by the ENGINEER prior to covering. The CONTRACTOR must carefully protect from disturbance or injury all monuments, stakes, and bench marks, and shall not excavate nearer than five feet to any of them until they have been removed, witnessed, or otherwise disposed of as directed by the OWNER.

9. The CONTRACTOR shall employ a Land Surveyor licensed to practice in the State of Florida to set all the required controls for the Work. Information regarding existing bench marks, if any, is shown on the Drawings. CONTRACTOR shall provide all temporary and permanent bench marks required for the performance of the Work as specified in the Contract Documents.

2.12 BIDDER'S QUESTIONS, ADDENDA AND INTERPRETATIONS:

1. Prior to submission of their Bid, BIDDERs shall promptly notify the Purchasing Services Office of any ambiguity, inconsistency or error discovered upon examination of the Bidding and Contract Documents or of the site and local conditions. No interpretation of the meaning of the

Drawings, Specifications or other Contract Documents shall be considered binding unless provided in writing by the Purchasing Services Office. No oral interpretation, instruction, or information concerning this Bid given by any employee or agent of the OWNER shall be binding on the OWNER or ENGINEER, nor may BIDDER rely on any such pre-bid statements in completing the Bid.

2. All requests for such interpretation or other comments by all prospective BIDDERs, material suppliers, vendors, etc. shall be addressed, in writing, to **April Chapman, c/o the Purchasing Services Office, 2725 Judge Fran Jamieson Way, Bldg. C, Suite C-303 Viera, Florida 32940 via Fax (321) 617-7391; or email to april.chapman@brevardcounty.us.** Questions must be submitted no later than 5:00 p.m. ten (10) days prior to the due date and time.

3. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the Bidding Documents which, if issued, will be delivered or faxed to all prospective BIDDERs (at the respective addresses furnished for such purposes) prior to the date or time fixed for the opening of Bids. Neither the ENGINEER nor the OWNER will be responsible for any other explanations or interpretations of the Contract Documents. All Addenda so issued shall become part of the Contract Documents.

4. Each BIDDER shall ascertain prior to submitting a Bid that the BIDDER has received all Addenda issued, and the BIDDER shall acknowledge receipt and inclusion in the Bid of all Addenda. If receipts of the Addenda are not acknowledged, the submission of the Bid shall be accepted as if the Addenda were received and accepted. Failure of the BIDDER to receive an Addendum shall not relieve the BIDDER of any obligation under the Bid as submitted.

2.13 SECURITY FOR FAITHFUL PERFORMANCE:

1. If the Contract Price amount exceeds $100,000.00, the successful BIDDER shall furnish and record in the official records of Brevard County a Performance Bond in an amount equal to one hundred percent (100%) of the Contract Price as security for the faithful performance of this Contract, a Labor & Material Payment Bond in an amount not less than one hundred percent (100%) of the Contract Price, as security for the payment of all persons performing labor and furnishing materials under this Contract, and a Maintenance Bond in an amount not less than twenty-five percent (25%) of the final Contract Price. The Maintenance Bond shall remain in force for two (2) years after the date when Final Payment becomes due. Each Bond shall be in the form set forth in the Contract Documents and shall be written by sureties duly authorized by the Florida Department of Insurance to conduct business in the State of Florida; currently listed on the approved U.S. Treasury List of Sureties; and otherwise acceptable to the OWNER. If the CONTRACTOR is a partnership, the Bond corporate name by a duly authorized officer, agent or attorney-in-fact. There shall be executed an appropriate number of counterparts of the bond corresponding to the number of counterparts in the Contract. Each Bond shall be issued or countersigned by a local procuring agent who is a resident of the State of Florida. Satisfactory evidence of the execution authority of the person or persons executing the Bid Security Bond must be submitted with the Bond.

2. In cases where the amount of the surety bond exceeds $500,000, the surety company shall also have A.M. Best's Financial Performance Rating of no less "A " with a financial size category ranking as follows:

Bond Amount Up to:	Financial Class (AIA Standard)
$ 1,000,000	V

$ 2,500,000	VI
$ 5,000,000	VII
$ 10,000,000	VIII
$ 25,000,000	IX
$ 50,000,000	X
$ 75,000,000	XI
$100,000,000	XII

3. A letter of credit, assignment of a certificate of deposit, or cash shall be permitted in lieu of a surety insured bond for construction projects on public buildings or public works projects when the contract price exceeds $100,000. Any such substitute surety shall contain a provision to the effect that each surety shall reimburse the OWNER for all costs, including attorney's fees, sustained by the OWNER in enforcing a surety's obligation to the OWNER. Substitute sureties must conform to the following standards:

   a. All letters of credit and accompanying performance sureties shall be in the form prescribed and approved by the OWNER. All letters of credit shall be issued by a federal or state chartered bank or savings and loan association doing business in Brevard County, Florida, and shall provide the following:

      i. A date of expiration at least fourteen months beyond the date of written final acceptance of the Project by the OWNER.

      ii. A business office in Brevard County, Florida at which drafts against the letter of credit may be presented.

   b. All assignment of certificates of deposit and accompanying performance sureties shall be in the form prescribed and approved by the OWNER. All certificates of deposit shall be issued by a federal or state charted bank or savings and loan association doing business in Brevard County, Florida, and shall accompany the assignment.

   c. Cash shall be United States currency, or a certified or cashier's check in the amount of the total cost of the Project.

4. Florida Statute 255.05 requires that Payment and Performance Bonds for public construction projects over $200,000 be recorded with the Clerk of the Court. The awarded CONTRACTOR will be required to submit original proof of recording with presentation of the Bonds to the Housing and Human Services Department.

5. The Performance Bond, the Labor & Material Payment Bond and, the Maintenance Bond shall be in separate instruments and the original bonds shall be delivered to the OWNER and date stamped at front desk of the Housing and Human Services Department located at 2725 Judge Fran Jamieson Way, Bldg B, Viera, Florida 32940, not later than the date of execution of the

Contract. No Work or on site mobilization may proceed until all bonds are executed, delivered to OWNER and properly recorded by the CONTRACTOR.

2.14 TIME FOR COMPLETION AND LIQUIDATED DAMAGES FOR NON- COMPLETION:

The time for completion of this Contract and liquidated damages for non-completion within the stipulated time shall be as fixed per the executed contract agreement.

2.15 BIDDERS REFERRED TO LAWS:

1. The attention of BIDDERs is called to the provisions of all Federal, Municipal, County and State laws, regulations, ordinances and resolutions, including but not limited to, the Equal Opportunity and the Construction Safety Resolutions; Chapter 6A-2 FAC; Florida Statute 553, The Trench Safety Act; as well as laws, regulations, ordinances, resolutions and permits relating to obstructing streets, maintaining signals, storing and handling of explosives, or affecting the BIDDER, the BIDDER's employees, or the Work hereunder in relation to the OWNER or any other person. The BIDDER shall obey all such laws, regulations, ordinances, permits or resolutions controlling or limiting contractors while engaged in the prosecution of Work under this Contract.

2. The provisions of this Contract shall be interpreted in accordance with the laws of Florida and in accordance with the laws, ordinances, regulations, permits and resolutions of Brevard County, if applicable.

3. The BIDDER hereby agrees and shall be solely responsible for ensuring that all Subcontractors make themselves fully aware of the requirements of any applicable Federal, Municipal, County and State laws, regulations, ordinances and resolutions. The BIDDER further agrees that neither the OWNER nor its ENGINEER shall be responsible for ensuring compliance or notification of any changes or modifications to any such applicable Federal, Municipal, County, and State laws, regulations, ordinances and resolutions.

2.16 COUNTY SEAL

Use of the County Seal or Logo without the express approval of the Board of County Commissioners is a violation of Section 165.043, Florida Statutes, punishable as a misdemeanor.

2.17 TAXES

All applicable Federal, State and local taxes shall be included in the BIDDER's proposal. OWNER reserves the right to direct the purchase of materials at BIDDER's negotiated prices with material providers in order to take advantage of the OWNER's tax exempt status.

2.18 CONSTRUCTION RIGHTS:

1. The OWNER has easements, and other construction rights to assure sufficient right-of-way and permission to construct the Project. These permits, easements and agreements, if any, may contain conditions which are binding upon the CONTRACTOR. Specifically, the CONTRACTOR shall be responsible for payment of all costs or charges by other than the OWNER for, but not limited to the following and, shall have included all such costs in the prices stated in the Bid:

    a. Licenses required by law.
    b. Inspection or construction supervision fees charged by utility companies, electrical companies, railroad companies, public authorities, or others.

c. All charges by others for assistance to the CONTRACTOR for such Work as supporting, replacing, moving or providing protection for their facilities as necessitated by the CONTRACTOR's operations.

d. All cost of restoration of the Work site to the OWNER's satisfaction to a condition equal to or better than that prior to construction.

e. All cost of restoration to the OWNER's satisfaction of pavements and structures damaged by the CONTRACTOR's operation. Likewise, the CONTRACTOR shall pay all costs of restoring all Work areas and all areas where construction materials are stored, whether new materials to be installed or materials removed from the Work area incidental to the Work to the satisfaction of the OWNER.

f. All public liability, property damage and contractual liability insurance required by others to permit the CONTRACTOR's operations.

Copies of such permits, easements, and agreements, if requested will be furnished to the CONTRACTOR prior to commencement of the Work by the ENGINEER.

2.19 RIGHT TO REJECT BIDS

The OWNER expressly reserves the right to reject any or all bids, to waive any informalities or minor irregularities in the Bids received, and to accept that bid which in its judgment, best serves the interest of the OWNER. OWNER hereby retains full discretion to determine the responsiveness of the Bid and BIDDER's qualifications, character, fitness and experience to perform the Work.

2.20 DOMESTIC MATERIALS

The CONTRACTOR shall make maximum use of domestic construction materials manufactured in the United States of America. The use of non-domestic construction materials will be permitted only in case of the non-availability of domestic construction materials.

2.21 EQUAL PRODUCTS AND SUBSTITUTIONS:

1. Unless otherwise provided in the Contract Documents the naming of a certain brand, make or manufacturer or article, device, product, material, fixture, form or type construction by name, make or catalog number, shall convey the general style, type, character and standard of quality of the article desired and shall not be construed as limiting competition. Any BIDDER, in such cases, may, with ENGINEER and OWNER approval, use any article, device, product, material, fixture, form or type of construction which in the judgment of the ENGINEER and OWNER is equal to that specified considering quality, durability, appearance, strength, workmanship, economy of operation, life cycle cost, suitability for the purpose intended, and acceptability for use on the project. **BIDDER shall disclose and provide supporting documentation and/or signed technical report(s) or laboratory test results for any substitution or alternative product at least ten (10) business days PRIOR to the bid opening for review and approval.** Approval by the ENGINEER and OWNER prior to bid opening will be in the form of an addendum issued by Purchasing Services to the Specifications issued to all prospective BIDDERs indicating that the additional makes or brands are equivalent to those specified. Before execution of the contract, substitution of equipment or material of makes or types other than those named in the Contract will be subject to review.

2. After the execution of the Contract, substitution of equipment or material of makes or types other than those named in the Contract will be subject to approval per the General Conditions.

2.22 LOCATION OF WORK:

The site of the proposed work is at the **SCHOOLHOUSE PAVING & DRAINAGE, 1590 Schoolhouse St., Merritt Island, FL 32953.**

The site plan, where the work is proposed to be performed, and construction limit lines are shown on the bid construction drawings.

2.23 HOURS OF WORK:

1. The BIDDER is hereby informed and understands that the OWNER restricts work to between the hours of 7:30 A.M. and 5:30 P.M., Monday through Friday, excluding Brevard County holidays. If deemed necessary, off-hour Work may be authorized by the OWNER, if requested in writing 72 hours in advance by the CONTRACTOR.

2. Any authorization by OWNER to extend normal work hours will be contingent upon CONTRACTOR paying additional expenses incurred by OWNER including, but not limited to additional ENGINEER's fees, and shall not be considered approval of or requirement to accelerate the work or pay BIDDER overtime or holiday wages.

2.24 PREPARATION AND SUBMITTAL OF BID FORM:

1. An original and one (1) copy utilizing the Bid Proposal Form (SECTION 3) as set forth herein, or otherwise provided in the Contract Documents, and shall be complete in every respect with all blank spaces filled in or notated as not applicable. No changes shall be made in the phraseology of the forms or in the items mentioned therein. The total Bid amount shall be entered in words and figures in the space provided. Where applicable, the unit price, alternate price or lump sum items, and their extensions, shall be entered in figures in the respective columns provided for each Bid item. All entries shall be typewritten or printed in ink. In case of any discrepancy between the written amounts and the figures, the written amounts shall govern. Each BIDDER must sign the Bid with BIDDER's full name and address. In cases where a firm or corporation submits a Bid, the Bid must be signed by the officer or officers authorized by the corporation's bylaws, with its official seal affixed hereto. The signatures of all persons shall be in longhand. Any entry of amount that appears on the face of the Bid to have involved an erasure, deletion, white-out and/or substitution or other such change or alteration, shall show by them the initials of the person signing the Bid and the date of the change or alteration. Failure to comply with this requirement may be cause for disqualification or rejection of the Bid. A Bid may be rejected which contains any omissions, alterations, additions, irregularities of any kind, or items not called for, or which does not contain prices set opposite to each of the items in the Bid Proposal Form (SECTION 3), or in which any of the prices are obviously unbalanced, or which shall in any manner fail to conform to the conditions of the published notice inviting bids.

2. For Unit Price Bids, in the event of any discrepancies between the unit prices and the extensions thereof or the total bid amount, the unit prices shall govern. For Lump Sum Bids, in the event of a discrepancy between the Bid amount in writing and that in figures, the written value shall govern.

3. Bids shall not contain any conditions, restatement or qualifications of Work to be done, and alternate Bids will not be considered unless requested by the OWNER. No oral Bids or oral modifications will be considered.

2.25 MODIFICATION OR WITHDRAWAL OF BID:

1. Prior to the time and date designated for receipt of Bids, any Bid submitted may be modified or withdrawn by notice to the Purchasing Services Office at the address shown above for receipt of Bids. Such notice shall be in writing over the signature of the BIDDER or by facsimile; if by facsimile, written confirmation over the signature of the BIDDER shall be mailed and postmarked on or before the date and time set for receipt of Bids, and it shall be so worded as not to reveal the amount of the original Bid.

2. Withdrawn Bids may be resubmitted to the Purchasing Services Office at the address shown above for receipt of Bids up to the time designated for the receipt of Bids provided that they are fully in conformance with this Information for BIDDERs.

3. Bid Security, if any is required, shall be in an amount sufficient for the Bid as modified or resubmitted.

2.26 DETAILED BID BREAKDOWN:

1. The OWNER requires as part of the Bid submittal, that the BIDDER shall provide a detailed breakdown and internal job cost estimate in the form of the Estimating Worksheet (SECTION 3) of their Bid acceptable to the OWNER. In addition to verifying accounting requirements, the breakdown may be used by the OWNER to determine whether the BIDDER has grossly misjudged the requirements of any area. Failure to provide clarification of the requested detailed breakdown within twenty four (24) hours of the request may result in rejection of the Bid proposal or, if after Contract award, may be deemed a default or breach of the Contract.

2. The bid provided in the Bid Form is considered the CONTRACTOR's bid. Any errors including math error in preparation of the Bid Proposal Form does not change the CONTRACTOR's bid.

2.27 AWARD OF CONTRACT:

1. The Contract will be awarded to the lowest, responsive and qualified BIDDER, whose Bid is considered to be in the best interest of the OWNER. This determination will be in the sole discretion of the OWNER and based upon the character, fitness, experience, history and financial status of the BIDDER.

    a. The Lowest BIDDER is determined by the aggregate amount of the lump sum and unit prices set forth in the Bid Proposal Form, if work is bid on a unit price basis, and/or the aggregate amount of the Base Bid. Alternates will be placed in a pre-selected order. **Award of the Contract will be based upon the Total Base Bid amount, all bid alternatives the owner elects, and conformance of the BIDDER to the Contract requirements.**

    b. A Responsive BIDDER shall mean a BIDDER who has submitted a Bid which conforms, in all material respects, to the Bidding Documents.

    c. Qualified BIDDER shall mean a BIDDER who has the capability, in all respects, to perform fully the Contract requirements and the BIDDER's moral and business integrity and reliability which will assure good faith performance. In determining qualification, the following criteria will be considered:

        i. The ability, capacity and skill of the BIDDER to perform the Contract or provide the service required;

ii. Whether the BIDDER can perform the Contract or provide the service promptly, or within the time specified, without delay or interference;

iii. The character, integrity, reputation, judgment, experience and efficiency of the BIDDER;

iv. The quality of performance of previous contracts or services. For example, the following information will be considered:

a) The administrative and consultant cost overruns incurred by OWNER on previous contracts with BIDDER,

b) The BIDDER's compliance record with contract general conditions and administrative requirements on other projects,

c) The submittal by the BIDDER of excessive and/or unsubstantiated extra cost proposals and claims on other projects,

d) The BIDDER's record for completion of the Work within the Contract Time or within Contract Milestones and BIDDER's compliance with scheduling and coordination requirements on other projects,

e) The BIDDER's demonstrated cooperation with the OWNER, ENGINEER and other contractors on previous contracts,

f) Whether the Work performed and materials furnished on previous contracts were in accordance with the Contract Documents;

g) The BIDDER's compliance and cooperation with warranties on other projects.

v. The previous and existing compliance by the BIDDER with laws and ordinances relating to contracts or services;

vi. The sufficiency of the financial resources and ability of the BIDDER to perform the Contract or provide the service;

vii. The quality, availability and adaptability of the goods or services to the particular use required;

viii. The ability of the BIDDER to provide future maintenance and service for the warranty period of the Contract;

ix. Whether the BIDDER is in arrears to any owner on debt or BIDDER is a defaulter on surety to any owner;

x. Such other information as may be secured by the OWNER having a bearing on the decision to award the Contract, to include, but not limited to:

a) The ability, experience and commitment of the BIDDER to properly and reasonably plan, schedule, coordinate and execute the work.

b) Whether the BIDDER has ever been debarred from bidding by any other public or private owner or found ineligible for Bidding on any other projects.

c) BIDDER's litigation history and reputation with owners for whom BIDDER has previously worked.

d) BIDDER's acknowledgment of Public Entity crime statement, which must be read prior to submitting a Bid.

e) Whether BIDDER's contract on other projects has ever been terminated.

2. The purpose of the above is to enable the OWNER to select the bid which is in the best interests of the OWNER. The ability of the low BIDDER to provide the required bonds will not of itself demonstrate responsibility of the BIDDER.

3. The OWNER reserves the right to defer award of this Contract for a period of ninety (90) days after the due date of bids. During this period of time, the BIDDER shall guarantee the prices quoted in the bid.

4. The BIDDER is advised that the OWNER reserves the right to delete or add to any items of the Work which, in OWNER's opinion, should be adjusted in order to bring the Contract Price within the money budgeted. Assurance is granted that such changes will not exceed twenty-five percent (25%) of the Contract award.

5. Within ninety (90) days after the opening of Bids, OWNER will accept one of the bids or reject all Bids. The acceptance of the Bid will be by notice in writing signed by the OWNER or OWNER's representative, mailed to or delivered at the office designated in the bid. If no Contract has been awarded or the BIDDER has not been notified of the acceptance of their Bid, within ninety (90) calendar days of the Bid opening, the BIDDER may withdraw the Bid and request the return of the Bid security. If, at the OWNER's request, the BIDDER agrees to extend and maintain the Bid beyond the specified ninety (90) calendar days, the bid security will not be returned. BIDDER hereby agrees that all Bid prices are firm, fixed prices which the OWNER may accept up to ninety (90) calendar days from bid opening.

6. Bid files may be examined during normal working hours, after the Bid opening, by appointment.

2.28 VENDOR COMPLAINTS AND DISPUTES:

Brevard County encourages prompt and fair handling of all complaints and disputes with the business community. In order to resolve disputed matters in an equitable manner, the following selection process and procedures are adopted:

1. POSTING OF AWARD NOTICES:

a. Formal Sealed Bid/Quotes: No later than three (3) business days after the bid opening the Purchasing Manager or his/her designee shall post a tabulation of competitive sealed bids/quotes on a bulletin board located in or near the Purchasing Services Office and will issue a copy to each Bidder. The apparent low bid/quote will be the intended award recommendation. If after posting the bid tabulation, the apparent low bid/quote is found to be non-responsive to the contract documents the apparent low bidder will be notified and the apparent low bid/quote will be re-issued. The time for filing a protest in the form of a Bid Challenge will begin the date of the later posting.

b. Formal Sealed Proposals: No later than three (3) business days after the Prequalification Evaluation Committee recommendations are finalized the Purchasing Manager or his/her designee shall post the committee's ranking and recommended award for bids.

2. PROCEEDINGS:

a. Any bidder, quoter or proposer who is allegedly aggrieved in connection with the solicitation or pending award of a contract must file a formal written protest with the Purchasing Manager within five (5) business days of the posted intended award recommendation.

b. The formal written protest shall reference the bid/quote/proposal number, and shall state with particularity the facts and laws upon which the protest is based, including full details of adverse affects and the relief sought.

c. Within seven (7) calendar days of receipt of the formal written protest the Purchasing Manager will arrange a meeting of the Protest Committee and the affected parties. The Protest Committee shall consist of two (2) Department Directors or designees, both of whom must be from an organizational group which the user department or group is not assigned; one (1) Assistant County Manager, who must be from an organizational group which the user department or group is not assigned under. The Purchasing Manager shall act as a non-voting Hearing Coordinator and the County Attorney or designee may be requested to attend as a non-voting member. The Purchasing Manager or designee shall record the meeting and provide any information as the committee may request. The purpose of the meeting of the Protest Committee is to provide an opportunity to:

(1) Review the basis of the protest;

(2) Evaluate the facts and merits of the bid protest; and

(3) If possible, reach a resolution of the protest that is acceptable to the affected parties.

For the purpose of the Protest Committee hearing, resolution shall mean that the Protestor finds the decision of the Protest Committee acceptable.

d. In the event the matter is not resolved with the Protestor's acceptance of the Protest Committee's decision, the Purchasing Manager will schedule the recommended award including the details of the protest and the Protest Committee's recommendation before the Board of County Commissioners via Board Agenda. The County Manager, prior to approval and placement on the Board agenda, may elect to resolve the matter before presentation to the Board. In the event that the County Manager cannot bring the matter to resolution, a copy of the Agenda Report shall be furnished immediately to all affected parties. The affected parties may appear before the Board of County Commissioners as a final means of administrative remedy.

3. STAY OF PROCUREMENTS DURING PROTESTS:

Failure to observe any or all of the above procedures shall constitute a waiver for the right to protest a contract award. In the event of a timely protest under the procedure, the County shall not proceed further with solicitation or with the award until a recommendation is made by the Committee, or a written determination is made by the County Manager that the award must be

made without delay in order to protect the public interest. Invoice disputes between an awarded vendor and user agency will follow the guidelines set forth in the latest version of Administrative Order: AO-33, Prompt Payment of Invoices.

BREVARD COUNTY RESERVES THE RIGHT TO REJECT ANY OR ALL BIDS, TO WAIVE INFORMALITIES, AND TO ACCEPT ALL OR ANY PART OF ANY BID AS MAY BE DEEMED TO BE IN THE BEST INTEREST OF THE COUNTY.

Unless otherwise noted, payment of goods or services provided as a result of this solicitation will be made per Florida Statute. All first time vendors must submit a W-9 form to Housing and Human Services Management Department and County Finance.

2.29 NON-LOBBYING STATEMENT

The Brevard County Board of County Commissioners requires compliance with the following non-lobbying statement:

"All firms are hereby placed on notice that the County Commission and staff shall not be contacted about this Bid. Firms and their agents are hereby placed on notice that they are not to contact members of the Board of County Commissioners or staff (with the exception of the designated liaison). Public meetings and public deliberations of the Selection Committee are the only acceptable forum for the discussion of merits of products/services requested by the Advertisement for Bids; and written correspondence in regard to this Bid may be submitted to the County Administrator. Each Bid will have one non-voting member designated who will serve as the liaison. The liaison for this Bid is **April Chapman, Brevard County Purchasing Services Office, 2725 Judge Fran Jamieson Way, Bldg. C, Suite C-303 Viera, FL 32940 via fax (321) 617-7391; or email** april.chapman@brevardcounty.us**.** Failure to adhere to these requirements could result in Board action to disqualify your firm from consideration of award."

2.30 INDEMNIFICATION CLAUSE

To the fullest extent permitted by Laws and Regulations, BIDDER/CONTRACTOR shall indemnify and hold harmless OWNER, ENGINEER, ENGINEER's Consultants and the officers, directors, employees, agents and other consultants of each and any of them from and against all claims, costs, losses and damages (including but not limited to all fees and charges of engineers, architects, attorneys and other professionals and all court or other dispute resolution costs) caused by, arising out of or resulting from the performance of the Work, provided that any such claim, cost, loss or damage: (i) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting there from, and (ii) is caused in whole or in part by the negligence, recklessness, or intentional wrongful misconduct of BIDDER/CONTRACTOR, any Subcontractor, any Supplier, any person or organization directly or indirectly employed or utilized to perform or furnish any of the Work. The BIDDER/CONTRACTOR acknowledges that specific consideration has been received in the lump sum portion of the bid for this hold harmless/indemnification provision.

2.31 INSURANCE REQUIREMENTS:

1. The CONTRACTOR providing services under this Contract will be required to procure and maintain, at their own expense and without cost to the OWNER, until final acceptance of the Work by the OWNER of all products or services covered by this Contract, the types of insurance and coverage by licensed sureties as specified. The policy limits required are to be considered minimum amounts. Insurance requirements include but are not limited to:

a. WORKER'S COMPENSATION AND EMPLOYERS LIABILITY INSURANCE covering all persons conducting operations on the County's premises or on behalf of the County.

b. GENERAL LIABILITY INSURANCE policy with a $1,000,000 combined single limit for each occurrence to include the following coverage: operations, products and completed operations, personal injury, contractual liability covering this Contract, and "X-C-U" hazards.

c. AUTO LIABILITY INSURANCE which includes coverage for all owned, non-owned and rented vehicles with a $1,000,000 combined single limit for each occurrence.

d. BUILDERS RISK for the total construction cost of the project if applicable, or an installation floater in lieu of builders risk insurance with coverage limits at least equal to 50% of the contract price

e. FLOOD INSURANCE covering Work within designated flood hazard areas as defined by Public Law 93-234 (Flood Disaster Protection Act).

2. CONTRACTOR will provide certificates showing that these policies may not be canceled, modified, or permitted to expire without **thirty (30) days** prior written notice to the OWNER. The General Liability and Auto Liability certificates of insurance shall indicate that the policies have been endorsed to cover the OWNER and ENGINEER as an additional insured.

3. The insurance coverage enumerated above constitutes the minimum requirements and shall in no way lessen or limit the liability of the CONTRACTOR under the terms of the Contract. **Subcontractor's insurance shall be the responsibility of the CONTRACTOR**.

2.32 REGULATIONS AFFECTING THE WORK

1. The BIDDER is advised to be familiar with all Federal, State and Local laws, ordinances, rules and regulations that in any way affect the Work. Failure to become familiar with applicable laws will in no way relieve the BIDDERs from the responsibility included in the applicable laws.

2.33 NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

Each BIDDER submitting a Bid to the OWNER shall execute and attach thereto, an affidavit as set forth in SECTION 3 – Bid Forms, stating that the BIDDER has not entered into a collusive agreement with any other person, firm or corporation in regard to any Bid submitted. In the event such affidavit is not submitted with the Bid, the Contract will not be awarded until said affidavit is submitted.

2.34 PUBLIC ENTITY CRIME AFFIDAVIT

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid/quote/proposal on a contract to provide goods or services to a public entity, may not submit a bid/quote/proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids/quotes/proposals on leases of rental property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Sec. 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

2.35 UNAUTHORIZED ALIEN WORKERS

The OWNER will not intentionally award publicly funded contracts to any CONTRACTOR who knowingly employs unauthorized alien workers constituting a violation of the employment provisions contained in

8 U.S.C. Section 1324a (e) (Section 274A (e) of the Immigration and Nationality ACT "INA"). The OWNER shall consider violations by the Recipient of the Employment provisions contained in Section 274(e) of the INA as grounds for unilateral cancellation of this Agreement by the OWNER.

2.36 ATTORNEY'S FEES

In the event of any legal action to enforce the terms of this agreement each party shall bear its own attorney's fees and costs, and any trial shall be non-jury.

2.37 WAGES: Special attention should be given to Federal Supplement Age Requirements. This is a federally funded Project where Davis-Bacon Act requirements are to be followed.

General Decision Number: FL160149 01/08/2016 FL149

Superseded General Decision Number: FL20150149

State: Florida

Construction Type: Heavy

County: Brevard County in Florida.

HEAVY CONSTRUCTION PROJECTS (Including Sewer and Water Lines)
(EXCLUDING CAPE CANAVERAL AIR FORCE STATION, PATRICK AIR FORCE BASE, KENNEDY SPACE FLIGHT CENTER AND MALABAR RADAR SITE)

Note: Under Executive Order (EO) 13658, an hourly minimum wage of $10.15 for calendar year 2016 applies to all contracts subject to the Davis-Bacon Act for which the solicitation was issued on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least $10.15 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2016. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/08/2016

ENGI0673-013 05/01/2013

	Rates	Fringes
OPERATOR: Oiler	$ 20.36	10.85

* IRON0808-008 02/01/2015

	Rates	Fringes
IRONWORKER, STRUCTURAL AND REINFORCING	$ 23.50	11.95

LABO0517-002 05/01/2014

	Rates	Fringes
LABORER: Grade Checker	$ 18.35	6.45

PAIN1010-011 08/01/2014

	Rates	Fringes
Painter - Brush, Roller & Spray	$ 19.50	8.83

SUFL2009-145 06/24/2009

	Rates	Fringes
CARPENTER	$ 13.56	1.84
CEMENT MASON/CONCRETE FINISHER	$ 13.18	0.00
ELECTRICIAN	$ 16.71	3.51
LABORER: Common or General	$ 10.07	0.00
LABORER: Landscape	$ 7.25	0.00
LABORER: Pipelayer	$ 12.09	1.85
LABORER: Power Tool Operator (Hand Held Drills/Saws, Jackhammer and Power Saws Only)	$ 10.63	2.20
OPERATOR: Asphalt Paver	$ 11.88	0.00
OPERATOR: Backhoe Loader Combo	$ 16.10	2.44
OPERATOR: Backhoe/Excavator	$ 13.12	2.58
OPERATOR: Bulldozer	$ 12.88	0.00
OPERATOR: Crane	$ 14.88	3.17
OPERATOR: Grader/Blade	$ 16.00	2.84
OPERATOR: Loader	$ 12.91	1.76
OPERATOR: Mechanic	$ 13.83	2.19
OPERATOR: Roller	$ 10.50	0.00
OPERATOR: Scraper	$ 11.00	1.74
OPERATOR: Trackhoe	$ 20.92	5.50
OPERATOR: Tractor	$ 10.00	0.00
TRUCK DRIVER, Includes Dump Truck	$ 11.07	0.00
TRUCK DRIVER: Lowboy Truck	$ 11.00	0.00
TRUCK DRIVER: Off the Road		

Truck.....$ 12.21 1.97

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate(weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1,2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number

used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

* an existing published wage determination
* a survey underlying a wage determination
* a Wage and Hour Division letter setting forth a position on a wage determination matter
* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION

SECTION 2:

GENERAL CONDITIONS

SECTION 2 - GENERAL CONDITIONS

NOTICE OF DISCLAIMER

TAKE NOTICE, that these General Conditions may contain language and Article or Paragraph headings or names which appear similar to or the same as the provisions of the "Standard General Conditions of the Construction Contract", jointly published by the National Society of Professional Engineers, American Consulting Engineers Council, American Society of Civil Engineers, and Construction Specifications Institute, EJCDC Document 1910-8, 1990 Edition.

TAKE NOTICE, however, that these General Conditions are substantially and materially different in many respects from the EJCDC Document 1910-8 and that certain additions, deletions or other modifications have been made to provisions similar to those contained in the EJCDC Document. This document, further, contains provisions which do not appear in the EJCDC Document.

The use of any language or article or paragraph format similar to or the same as the EJCDC Document 1910-8 does not constitute an endorsement by the National Society of Professional Engineers, American Consulting Engineers Council, American Society of Civil Engineers, or Construction Specifications Institute of this document.

ARTICLE 1: DEFINITIONS

Wherever used in these General Conditions or in the other Contract Documents the following terms have the meanings indicated which are applicable to both the singular and plural thereof:

1.1. Addenda

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

1.2. Agreement

The written Contract between OWNER and CONTRACTOR covering the Work to be performed; other Contract Documents are attached to the Agreement and made a part thereof as provided therein.

1.3. Application for Payment

The form accepted by ENGINEER which is to be used by CONTRACTOR in requesting progress or Final Payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.

1.4. Asbestos

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

1.5 Approval

Approval of an item by the OWNER and/or ENGINEER indicates that a limited review for general design concept and general compliance with the information provided in the Project Drawings, Specifications or Contract, only, has been conducted and is not intended to be a verification of total items required or that all items required are shown. Approval shall not relieve the CONTRACTOR from the responsibility of details of design, dimensions, job conditions, construction means and methods, coordinating with other trades, or any other requirements of the Drawings, Specifications or Contract. Any verbal or written approvals made by OWNER or ENGINEER shall not be construed to authorize additional work or cost without a properly executed Change Order.

1.6. Bid

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

1.7. Bidding Documents

The advertisement or invitation to Bid, instructions to Bidders, the Bid forms, and the proposed Contract Documents (including all Addenda issued prior to receipt of Bids).

1.8. Bidding Requirements

The advertisement or invitation to Bid, instructions to Bidders; and the Bid form.

1.9. Bonds

Performance, Payment, Maintenance bonds and other instruments of security.

1.10. Change Order

A document signed by CONTRACTOR and OWNER which authorizes an addition, deletion or revision in the Work, or an adjustment in the Contract Price or the Contract Time, issued on or after the Effective Date of the Agreement.

1.11. Contract Documents

The Agreement, Addenda (which pertain to the Contract Documents), CONTRACTOR's Bid (including documentation accompanying the Bid and any post Bid documentation submitted prior to the Notice of Award) when attached as an exhibit to the Agreement, the Notice to Proceed, the Bonds, these General Conditions, Certificates of Insurance, the Supplementary Conditions, the Specifications and the Drawings as the same are more specifically identified in the Agreement, together with all Written Amendments, Change Orders, Work Change Directives, Field Orders and ENGINEER's written interpretations and clarifications issued pursuant to paragraphs 3.8, 3.9.1, and 3.9.3 on or after the Effective Date of the Agreement. Shop Drawing submittals approved pursuant to paragraphs 6.34 and 6.35 and the reports and drawings referred to in paragraphs 4.2.1. and 4.2.2. are not Contract Documents.

1.12. Contract Price

The moneys payable by OWNER to CONTRACTOR for completion of the Work in accordance with the Contract Documents as stated in the Agreement (subject to the provisions of paragraph 11.9 in the case of Unit Price Work).

1.13. Contract Time

The numbers of days or the dates stated in the Agreement: (i) to achieve Substantial Completion; and (ii) to complete the Work so that it is ready for Final Payment as evidenced by ENGINEER's written recommendation of Final Payment in accordance with paragraph 14.13.

1.14. CONTRACTOR

The person, firm or corporation with whom OWNER has entered into the Agreement.

1.15. *Defective*

An adjective which when modifying the word Work refers to Work that is unsatisfactory, faulty or deficient, in that it does not conform to the Contract Documents, or does not meet the requirements of any inspection, reference standard, test or approval referred to in the Contract Documents, or has been damaged prior to ENGINEER's recommendation of Final Payment (unless responsibility for the protection thereof has been assumed by OWNER at Substantial Completion in accordance with paragraph 14.8 or 14.10).

1.16. Drawings

The drawings which show the scope, extent and character of the Work to be furnished and performed by CONTRACTOR and which have been prepared or approved by ENGINEER and are referred to in the Contract Documents. Shop Drawings are not Drawings as so defined.

1.17. Effective Date of the Agreement

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

1.18. ENGINEER

The person, firm or corporation named as such in the Agreement.

1.19. ENGINEER's Consultant

A person, firm or corporation having a contract with ENGINEER to furnish services as ENGINEER's independent professional associate or consultant with respect to the Project and who is identified as such in the Supplementary Conditions.

1.20. Field Order
A written order issued by ENGINEER which orders minor changes in the Work in accordance with paragraph 9.5 but which does not involve a change in the Contract Price or the Contract Time.

1.21. General Requirements
Sections of Division 1 of the Specifications.

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

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

1.24. Liens
Liens, charges, security interests or encumbrances upon real property or personal property.

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

1.26. Notice of Award
The written notice by OWNER to the apparent successful bidder stating that upon compliance by the apparent successful bidder with the conditions precedent enumerated therein, within the time specified, OWNER will sign and deliver the Agreement.

1.27. Notice to Proceed
A written notice given by OWNER to CONTRACTOR fixing the date on which the Contract Time will commence to run and on which CONTRACTOR shall start to perform CONTRACTOR's obligations under the Contract Documents.

1.28. OWNER
The Brevard County Board of County Commissioners.

1.29. Partial Utilization
Use by OWNER of a substantially completed part of the Work for the purpose for which it is intended (or a related purpose) prior to Substantial Completion of all the Work.

1.30. PCBs
Polychlorinated biphenyls.

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

1.32. Project
The total construction of which the Work to be provided under the Contract Documents may be the whole, or a part as indicated elsewhere in the Contract Documents.

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

1.34. Resident Project Representative
The authorized representative of ENGINEER who may be assigned to the site or any part thereof.

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

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

1.37. Specifications
Those portions of the Contract Documents consisting of written technical descriptions of materials, equipment, construction systems, standards and workmanship as applied to the Work and certain administrative details applicable thereto.

1.38. Subcontractor
An individual, firm or corporation having a direct contract with CONTRACTOR or with any other Subcontractor for the Work at the site.

1.39. Substantial Completion
The Work (or a specified part thereof) has progressed to the point where, in the opinion of ENGINEER as evidenced by ENGINEER's definitive certificate of Substantial Completion, it is sufficiently complete, in accordance with the Contract Documents, so that the Work (or specified part) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.

1.40. Supplementary Conditions
The part of the Contract Documents which amends or supplements these General Conditions.

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

1.42. Underground Facilities
All pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels or other such facilities or attachments, and any encasements containing such facilities which have been installed underground to furnish any of the following services or materials: electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, sewage and drainage removal, traffic or other control systems or water.

1.43. Unit Price Work
Work to be paid for on the basis of unit prices.

1.44. Work
The entire completed construction or the various separately identifiable parts thereof required to be furnished under the Contract Documents. Work includes and is the result of performing or furnishing labor and furnishing and incorporating materials and equipment into the construction, and performing or furnishing services and furnishing documents, all as required by the Contract Documents.

1.45. Work Change Directive
A written directive to CONTRACTOR, issued on or after the Effective Date of the Agreement and signed by OWNER ordering an addition, deletion or revision in the Work, or responding to differing or unforeseen physical conditions under which the Work is to be performed as provided in paragraph 4.4 or 4.8 or to emergencies under paragraph 6.29. A Work Change Directive will not change the Contract Price or the Contract Time, but is evidence that the parties expect that the change directed or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Time as provided in paragraph 10.2.

1.46. Written Amendment
A written amendment of the Contract Documents, signed by OWNER and CONTRACTOR on or after the Effective Date of the Agreement and normally dealing with the nonengineering or nontechnical rather than strictly construction-related aspects of the Contract Documents.

ARTICLE 2: PRELIMINARY MATTERS

Delivery of Bonds:
2.1 When CONTRACTOR delivers the executed Agreements to OWNER, CONTRACTOR shall also deliver to OWNER such Bonds as CONTRACTOR may be required to furnish in accordance with paragraph 5.1.

Copies of Documents:
2.2. OWNER shall furnish to CONTRACTOR two (2) copies (unless otherwise specified in the Supplementary Conditions) of the Contract Documents. Additional copies will be furnished, upon request, at the cost of reproduction.

Commencement of Contract Time; Notice to Proceed:
2.3. The Contract Time will commence to run on the day indicated on the Notice to Proceed.

Starting the Work:
2.4. CONTRACTOR shall start to perform the Work on the date when the Contract Time commences to run, but no Work shall be performed at the site prior to the date on which the Contract Time commences to run.

Before Starting Construction:
2.5 Prior to starting any part of the Work, CONTRACTOR shall submit to OWNER a written statement that CONTRACTOR has verified the accuracy of the Drawings and Specifications and all applicable field measurements using the form provided in the Bid Documents.

2.6. Before undertaking each part of the Work, CONTRACTOR shall carefully study and compare the Contract Documents and check and verify pertinent figures shown thereon and all applicable field measurements. CONTRACTOR shall promptly report in writing to ENGINEER any conflict, error, ambiguity or discrepancy which CONTRACTOR may discover and shall obtain a written interpretation or clarification from ENGINEER before proceeding with any Work affected thereby.

2.7. Within ten (10) days after the Effective Date of the Agreement (unless otherwise specified in the General Requirements), CONTRACTOR shall submit to OWNER for review and approval in accordance with paragraph 2.10:

2.7.1. A preliminary Critical Path Method, (CPM), progress schedule indicating the Time (numbers of days and dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract Documents;

2.7.2. A preliminary schedule of Shop Drawing and Sample submittals which will list each required submittal and the Time for submitting, reviewing, and processing such submittal;

2.7.3. A preliminary schedule of values for all of the Work which will include quantities and prices of items aggregating the Contract Price and will subdivide the Work into component parts in sufficient detail to serve as the basis for progress payments during construction. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

2.7.4 The anticipated monthly payments to become due CONTRACTOR.

2.8 Before any Work at the site is started, CONTRACTOR shall deliver to OWNER with copies to each additional insured identified in the Supplementary Conditions, an original policy or certified copies of each insurance policy (and other evidence of insurance which the OWNER may reasonably request) which CONTRACTOR is required to purchase and maintain in accordance with paragraph 5.4.

Preconstruction Conference:

2.9. Within twenty (20) days after the Contract Time starts to run, but before any Work at the site is started, a conference attended by CONTRACTOR, OWNER, ENGINEER and others, as appropriate, will be held to establish a working understanding among the parties as to the Work and to discuss the schedules referred to in paragraph 2.7, procedures for handling Shop Drawings and other submittals, processing Applications for Payment, and maintaining required records.

Initially Acceptable Schedules:

2.10. Unless otherwise provided in the Contract Documents, at least ten (10) days before submission of the first Application for Payment a conference attended by CONTRACTOR, OWNER, ENGINEER and others, as appropriate, will be held to review for acceptability to OWNER and ENGINEER as provided below, the schedules submitted in accordance with paragraph 2.7. CONTRACTOR shall have an additional ten (10) days to make corrections and adjustments and to complete and resubmit the schedules. No progress payment shall be made to CONTRACTOR until the schedules are submitted to and acceptable to OWNER and ENGINEER as provided below. The progress schedule will be acceptable to OWNER as providing an orderly progression of the Work to completion within any specified Milestones and the Contract Time, but such acceptance will neither impose on OWNER or ENGINEER responsibility for the sequencing, scheduling or progress of the Work nor interfere with or relieve CONTRACTOR from CONTRACTOR's full responsibility therefore. CONTRACTOR's schedule of Shop Drawing and Sample submissions will be acceptable to ENGINEER as providing a workable arrangement for reviewing and processing the required submittals. CONTRACTOR's schedule of values will be acceptable to OWNER as to form and substance.

ARTICLE 3: CONTRACT DOCUMENTS; INTENT, AMENDING, REUSE

Intent:

3.1. The Contract Documents comprise the entire agreement between OWNER and CONTRACTOR concerning the Work. The Contract Documents are complementary; what is called for by one is as

binding as if called for by all. The Contract Documents will be construed in accordance with the laws of Brevard County and the State of Florida.

3.1.1. Unless otherwise provided for by a clarification or interpretation issued pursuant to paragraphs 3.8, 3.9.1, and 3.9.3, if any conflict exists between the provisions of the Contract Documents, the more stringent requirement shall govern.

3.2. It is the intent of the Contract Documents to describe a functionally complete Project (or part thereof) to be constructed in accordance with the Contract Documents. Any Work, materials or equipment that may reasonably be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the intended result will be furnished and performed whether or not specifically called for. When words or phrases which have a well-known technical or construction industry or trade meaning are used to describe Work, materials or equipment, such words or phrases shall be interpreted in accordance with that meaning. Clarifications and interpretations of the Contract Documents shall be issued by ENGINEER as provided in paragraph 9.4.

Reference to Standards and Specifications of Technical Societies; Reporting and Resolving Discrepancies:

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

3.4. If, during the performance of the Work, CONTRACTOR discovers any conflict, error, ambiguity or discrepancy within the Contract Documents or between the Contract Documents and any provision of any such Law or Regulation applicable to the performance of the Work or of any such standard, specification, manual or code or of any instruction of any Supplier referred to in paragraph 6.5, CONTRACTOR shall promptly (but in no event later than five (5) days) after becoming aware thereof and before proceeding with any WORK affected thereby (except in an emergency as authorized by paragraph 6.29) report it to OWNER in writing and, CONTRACTOR shall not proceed with the Work affected thereby until an amendment or supplement to the Contract Documents has been issued by one of the methods indicated in paragraph 3.8 or 3.9;.

3.5. Except as otherwise specifically stated in the Contract Documents or as may be provided by amendment or supplement thereto issued by one of the methods indicated in paragraph 3.8 or 3.9, the provisions of the Contract Documents shall take precedence in resolving any conflict, error, ambiguity or discrepancy between the provisions of the Contract Documents and:

3.5.1. The provisions of any such standard, specification, manual, code or instruction (whether or not specifically incorporated by reference in the Contract Documents): or

3.5.2. The provisions of any such Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

3.6. No provision of any such standard, specification, manual, code or instruction shall be effective to change the duties and responsibilities of OWNER, CONTRACTOR or ENGINEER, or any of their Subcontractors, consultants, agents, or employees from those set forth in the Contract Documents, nor shall it be effective to assign to OWNER, ENGINEER or any of ENGINEER's Consultants, agents or

employees any duty or authority to supervise or direct the furnishing or performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of paragraph 9.11 or any other provision of the Contract Documents.

3.7. Whenever in the Contract Documents the terms "as ordered," "as directed," "as required," "as allowed," "as approved", "as inspected", or terms of like effect or import are used, or the adjectives " reasonable," "suitable," "acceptable," "proper" or "satisfactory" or adjectives of like effect or import are used to describe a requirement, direction, review or judgment of ENGINEER as to the Work, it is intended that such requirement, direction, review or judgment will be solely to evaluate the completed Work for compliance with the requirements of and information in the Contract Documents and conformance with the design concept of the completed Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective shall not be effective to assign to ENGINEER any duty or authority to supervise or direct the furnishing or performance of the Work or any duty or authority to undertake responsibility contrary to the provisions of paragraph 9.11 or any other provision of the Contract Documents.

Amending and Supplementing Contract Documents:

3.8. The Contract Documents may be amended to provide for additions, deletions and revisions in the Work or to modify the terms and conditions thereof in one or more of the following ways:

3.8.1. A formal Written Amendment,

3.8.2. A Change Order (pursuant to paragraph 10.4), or

3.8.3. A Work Change Directive (pursuant to paragraph 10.1).

3.9. In addition, the requirements of the Contract Documents may be supplemented and minor variations and deviations in the Work which do not result in a change in Contract Time or Price may be authorized, in one or more of the following ways:

3.9.1. A Field Order (pursuant to paragraph 9.5),

3.9.2. ENGINEER's approval of a Shop Drawing or Sample (pursuant to paragraphs 6.36 and 6.37), or

3.9.3. ENGINEER's written interpretation or clarification (pursuant to paragraph 9.4).

Reuse of Documents:

3.10. CONTRACTOR, and any Subcontractor or Supplier or other person or organization performing or furnishing any of the Work under a direct or indirect contract with OWNER (i) shall not have or acquire any title to or ownership rights in any of the Drawings, Specifications or other documents (or copies of any thereof) prepared by or bearing the seal of ENGINEER or ENGINEER's Consultant, and (ii) shall not reuse any of such Drawings, Specifications, other documents or copies on extensions of the Project or any other project without written consent of OWNER.

ARTICLE 4: AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; REFERENCE POINTS

Availability of Lands:

4.1. OWNER shall furnish, as indicated in the Contract Documents, the lands upon which the Work is to be performed, rights-of-way and easements for access thereto, and such other lands which are designated for the use of CONTRACTOR. Upon reasonable written request, OWNER shall furnish CONTRACTOR with a correct statement of record legal title and legal description of the lands upon which the Work is to be performed and OWNER's interest therein. OWNER shall identify any encumbrances or restrictions not of general application but specifically related to use of lands so furnished with which CONTRACTOR will have to comply in performing the Work. Easements for permanent structures or permanent changes in existing facilities will be obtained and paid for by OWNER, unless otherwise provided in the Contract Documents. If CONTRACTOR and OWNER are unable to agree on entitlement to or the amount or extent of any adjustments in the Contract Price or the Contract Time as a result of any delay in OWNER's furnishing these lands, rights-of-way or easements, CONTRACTOR may make a claim therefore as provided in Articles 11 and 12. CONTRACTOR shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

Subsurface and Physical Conditions:

4.2. *Reports and Drawings*: Reference is made to the Supplementary Conditions for identification of:

4.2.1. Subsurface Conditions: Those reports of explorations and tests of subsurface conditions at or contiguous to the site that have been utilized by ENGINEER in preparing the Contract Documents;

4.2.2 Physical Conditions: Those drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site (except Underground Facilities) that have been utilized by ENGINEER in preparing the Contract Documents.

4.3. *Limited Reliance by* CONTRACTOR *Authorized; Technical Data*: CONTRACTOR may rely upon the general accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data," CONTRACTOR may not rely upon or make any claim against OWNER, ENGINEER or any of OWNER'S or ENGINEER's Consultants with respect to:

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

4.3.2. Other data, interpretations, opinions and information contained in such reports or shown or indicated in such drawings, or

4.3.3. Any CONTRACTOR interpretation of or conclusion drawn from any "technical data" or any such data, interpretations, opinions or information.

4.4. *Notice of Differing Subsurface or Physical Conditions*: If CONTRACTOR believes that any subsurface or physical condition at or contiguous to the site that is uncovered or revealed either:

4.4.1. is of such a nature as to establish that any "technical data" on which CONTRACTOR is entitled to rely as provided in paragraphs 4.2.1 and 4.2.2 is materially inaccurate, or

4.4.2. Is of such a nature as to require a change in the Contract Documents, or

4.4.3. Differs materially from that shown or indicated in the Contract Documents, or

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

CONTRACTOR shall, promptly (but in no event later than five (5) days) after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as permitted by paragraph 6.29), notify OWNER and ENGINEER in writing about such condition. CONTRACTOR shall not further disturb such conditions or perform any Work in connection therewith (except as aforesaid) until receipt of written order to do so. No claim by the CONTRACTOR under this clause shall be allowed unless the CONTRACTOR has given the written notice required above; provided, however, the time prescribed therefore may be extended by the OWNER. No claim by the CONTRACTOR for an equitable adjustment hereunder shall be allowed if asserted after Final Payment under this Contract.

4.5. *ENGINEER's Review*: ENGINEER will within five (5) business days of receipt of written CONTRACTOR notification review the pertinent conditions, determine the necessity of OWNER obtaining additional exploration or tests with respect thereto and advise OWNER in writing of ENGINEER's findings.

4.6. *Possible Contract Documents Change*: If OWNER concludes that a change in the Contract Documents is required as a result of a condition that meets one or more of the categories in paragraph 4.4 a Work Change Directive or a Change Order will be issued as provided in Article 10 to reflect and document the consequences of such change.

4.7. *Possible Price and Time Adjustments*: An equitable adjustment in the Contract Price or in the Contract Time, or both, will be allowed to the extent that the existence of such uncovered or revealed condition causes an increase or decrease in CONTRACTOR's cost of, or time required for performance of the Work; subject, however, to the following:

4.7.1. Such condition must meet any one or more of the categories described in paragraphs 4.4.1 through 4.4.4, inclusive:

4.7.2. A change in the Contract Documents pursuant to paragraph 4.6 will not be an automatic authorization of, nor a condition precedent to entitlement to any such adjustment;

4.7.3. with respect to Work that is paid for on a Unit Price Basis, any adjustment in Contract Price will be subject to the provisions of paragraphs 9.9 and 11.9; and

4.7.4. CONTRACTOR shall not be entitled to any adjustment in the Contract Price or Time if:

4.7.4.1. CONTRACTOR knew of the existence of such conditions at the time CONTRACTOR made a final commitment to OWNER in respect of Contract Price and Contract Time by the submission of a bid or becoming bound under a negotiated contract; or

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

4.7.4.3 such condition is ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents; or

4.7.4.4. CONTRACTOR failed to give the written notice within the time and as required by paragraph 4.4.

If OWNER and CONTRACTOR are unable to agree on entitlement to or as to the amount or length of any such equitable adjustment in the Contract Price or Contract Time, a claim may be made therefore as provided in Articles 11 and 12. However, OWNER, ENGINEER, OWNER's Consultants, and ENGINEER's Consultants shall not be liable to CONTRACTOR for any claims, costs, losses or damages sustained by CONTRACTOR on or in connection with any other project or anticipated project.

Underground Facilities:

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

4.8.1. OWNER and ENGINEER shall not be responsible for the accuracy or completeness of any such information or data; and

4.8.2. The cost of all of the following will be included in the Contract Price and CONTRACTOR shall have full responsibility for: (i) reviewing and checking all such information and data, (ii) locating all Underground Facilities shown or indicated in the Contract Documents, (iii) coordination of the Work with the owners of such Underground Facilities during construction, and (iv) the safety and protection of all such Underground Facilities as provided in paragraph 6.25 and repairing any damage thereto resulting from the Work.

4.9. *Not Shown or Indicated*: If an Underground Facility is uncovered or revealed at or contiguous to the site which was not shown or indicated in the Contract Documents, CONTRACTOR shall, promptly, but in no event later than five (5) days after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by paragraph 6.29), identify the owner of such Underground Facility and give written notice to that owner and to OWNER and ENGINEER. ENGINEER will promptly review the Underground Facility and determine the extent, if any, to which a change is required in the Contract Documents to reflect and document the consequences of the existence of the Underground Facility. If ENGINEER concludes that a change in the Contract Documents is required, a Work Change Directive or a Change Order will be issued as provided in Article 10 to reflect and document such consequences. During such time, CONTRACTOR shall be responsible for the safety and protection of such Underground Facility as provided in paragraph 6.25. If CONTRACTOR believes that an adjustment in Contract Price or the Contract Time is warranted due to the existence of an unknown Underground Facility, CONTRACTOR may make a written claim thereof as provided in Article 11 or Article 12. Any such claim shall be limited to the extent that they are attributable to the existence of any Underground Facility that was not shown or indicated in the Contract Documents and that CONTRACTOR did not know of and could not reasonably have been expected to be aware of or to have anticipated. If OWNER and CONTRACTOR are unable to agree on

entitlement to or the amount or length of any such adjustment in Contract Price or Contract Time, CONTRACTOR may make a claim therefore as provided in Articles 11 and 12. However, OWNER, ENGINEER and ENGINEER's Consultants shall not be liable to CONTRACTOR for any claims, costs, losses or damages incurred or sustained by CONTRACTOR on or in connection with any other project or anticipated project.

Reference Points:

4.10. OWNER shall provide available engineering surveys to establish reference points for construction which in ENGINEER's judgment are necessary to enable CONTRACTOR to proceed with the Work. CONTRACTOR shall be responsible for laying out the Work, shall protect and preserve the established reference points, shall provide additional temporary and permanent reference points as required by the Contract Documents, and shall make no changes or relocation without the prior written approval of OWNER. CONTRACTOR shall report to ENGINEER whenever any reference point is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points by a Land Surveyor licensed to practice in the State of Florida.

Asbestos, PCBs, Petroleum, Hazardous Waste or Radioactive Material:

4.11 OWNER shall be responsible for any Asbestos, PCBs, Petroleum, Hazardous Waste or Radioactive Material uncovered or revealed at the site which was not shown or indicated in Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work and which may present a substantial danger to persons or property exposed thereto in connection with the Work at the site. OWNER and ENGINEER shall not be responsible for any such materials brought to the site by CONTRACTOR, Subcontractor, Suppliers or anyone else for whom CONTRACTOR is responsible.

4.12 CONTRACTOR shall immediately: (i) stop all Work in connection with such hazardous condition and in any area affected thereby (except in an emergency as required by paragraph 6.29), and (ii) notify OWNER and ENGINEER (and thereafter confirm such notice in writing). CONTRACTOR shall not be required to resume Work in connection with such hazardous condition or in any such affected area until after OWNER has obtained any required permits related thereto and delivered to CONTRACTOR special written notice: (i) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work, or (ii) specifying any special conditions under which such Work may be resumed safely. If OWNER and CONTRACTOR cannot agree as to entitlement to or the amount or extent of an adjustment, if any, in Contract Price or Contract Time as a result of such Work stoppage or such special conditions under which Work is agreed by CONTRACTOR to be resumed, either party may make a claim therefore as provided in Articles 11 and 12.

4.13. If after receipt of such special written notice CONTRACTOR does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then OWNER may order such portion of the Work that is in connection with such hazardous condition or in such affected area to be deleted from the Work. If OWNER and CONTRACTOR cannot agree as to entitlement to or the amount or extent of an adjustment, if any, in Contract Price or Contract Time as a result of deleting such portion of the Work, then either party may make a claim therefore as provided in Articles 11 and 12. OWNER may have such deleted portion of the Work performed by OWNER's own forces or others in accordance with Article 7.

4.14. To the fullest extent permitted by Laws and Regulations, OWNER shall indemnify and hold harmless CONTRACTOR. Subcontractors, and the officers, directors, employees, agents, other consultants and subcontractors of each and any of them from and against all claims, costs, losses and damages arising out of or resulting from such hazardous condition, provided that: (i) any such claim,

cost, loss or damage is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, and (ii) nothing in this subparagraph 4.5.4 shall obligate OWNER to indemnify any person or entity from and against the consequences of that person's or entity's own negligence.

4.15. The provisions of paragraphs 4.3 and 4.9 are not intended to apply to Asbestos, PCBs, Petroleum, Hazardous Waste or Radioactive Material uncovered or revealed at the site.

ARTICLE 5: BONDS AND INSURANCE

Performance, Payment Maintenance, and Other Bonds:

5.1. CONTRACTOR shall furnish Performance and Payment Bonds, each in an amount at least equal to the Contract Price as security for the faithful performance and payment of all CONTRACTOR's obligations under the Contract Documents. These Bonds shall remain in effect at least until one year after the date when Final Payment becomes due, except as provided otherwise by Laws or Regulations or by the Contract Documents. CONTRACTOR shall insure that each executed copy of the bond form is complete and sealed. CONTRACTOR shall also provide a maintenance bond in the amount of twenty-five percent (25%), of the final Contract Price which shall remain in force for two (2) years after the date when Final Payment becomes due, unless different in the Supplementary Conditions. CONTRACTOR shall also furnish such other Bonds as are required by the Supplementary Conditions. Required surety Payment and Performance Bonds shall be issued from a surety company meeting all requirements of Florida Statute 255.05. All Bonds shall be in the form prescribed by the Contract Documents except as provided otherwise by Laws or Regulations, and shall be executed by such sureties (i) duly authorized by the Florida Department of Insurance to conduct business in Florida, (ii) listed on the approved U.S. Treasury List of Sureties, and otherwise acceptable to the OWNER. If the CONTRACTOR is a partnership, the Bonds shall be signed by each of the individuals who are partners; if a corporation, the Bonds shall be signed in the correct corporate name by duly authorized office, agent or attorney-in-fact. There shall be executed an appropriate number of counterparts of the Bonds corresponding to the number of counterparts in the Contract. Each Bond shall be issued or countersigned by a local procuring agent who is a resident of the State of Florida. All Bonds signed by an agent must be accompanied by a certified copy of such agent's authority to act. In cases where the amount of a surety bond exceeds $500,000 the surety company shall also have an A.M. Best Financial Performance rating of no less than "A" and a minimum financial size category ranking as follows:

Bond Amount Up To	Financial Class
$ 1,000,000	V
$ 2,500,000	VI
$ 5,000,000	VII
$ 10,000,000	VIII
$ 25,000,000	IX
$ 50,000,000	X
$ 75,000,000	XI
$100,000,000	XII

5.2. A letter of credit, assignment of a certificate of deposit, or cash shall be permitted in lieu of a surety insured bond for construction projects on public buildings or public works projects when the Contract Price exceeds $100,000.00. Any such substitute surety shall contain a provision to the effect that such surety shall reimburse the OWNER for all costs, including attorney's fees, sustained by the OWNER because of the CONTRACTOR's default, or incurred by the OWNER in enforcing a surety's obligations to the OWNER. Substitute sureties must conform to the following standards:

5.2.1. All letters of credit and accompanying performance sureties shall be in the form prescribed and approved by OWNER. All letters of credit shall be issued by a federally or state chartered bank or savings and loan association doing business in Brevard County, Florida, and shall provide the following:

5.2.1.1. A date of expiration at least fourteen (14) months beyond completion of the project.

5.2.1.2. A business office in Brevard County, Florida at which drafts against the letter of credit may be presented.

5.2.2. All assignments of certificates of deposit and accompanying performance sureties shall be in the form prescribed and approved by OWNER. All certificates of deposit shall be issued by a federally or state chartered bank or savings and loan association doing business in Brevard County, Florida, and shall accompany the assignment.

5.2.3. Cash shall be United States currency, or a certified or cashier's check in the amount of the total cost of the Project.

5.3. If the surety on any Bond furnished by CONTRACTOR is declared bankrupt or becomes insolvent or its right to do business is terminated in any state or it ceases to meet the requirements of paragraph 5.1, CONTRACTOR shall within ten (10) days thereafter substitute another bond and surety, both of which must be acceptable to OWNER.

Certificates of Insurance:

5.4. CONTRACTOR shall deliver to OWNER, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by OWNER) for each policy CONTRACTOR is required to purchase and maintain in accordance with paragraph 5.5.

CONTRACTOR's Liability Insurance:

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

5.5.1. At a minimum, the CONTRACTOR shall maintain during the life of this Contract the Statutory Worker's Compensation and Employer Liability for all employees to be engaged in work on the project under this Contract and, in case any such work is sublet, the CONTRACTOR shall require the Subcontractor similarly to provide Worker's Compensation and Employer's Liability Insurance for all of

the latter's employees to be engaged in such work, without exception, including those which may be statutorily exempt from worker compensation requirements. Also, if required, Work under this contract shall be included to cover Federal Longshoremen's and Harborworker's Act.

5.5.2. The CONTRACTOR shall maintain during the life of this Contract such general liability, completed operations and products liability, and automobile liability insurance and will provide coverage for claims for damages for personal injury, including accidental death, as well as for claims for property damage, which may arise directly or indirectly from performance of that work under this Contract. The general liability policy should also specifically ensure the contractual liability assumed by the CONTRACTOR. The limits of liability for the insurance required by this Contract shall provide coverage for not less than the following amounts or the limits required by Laws and Regulations, whichever is greater.

5.5.2.1. Comprehensive General Liability: (Including Premises - Operations: Broad Form Property Damage)

5.5.2.1.1. Bodily Injury and Property Damage:

Each Occurrence	$1,000,000.00
Aggregate	$1,000,000.00

5.5.2.1.2. Products and Completed Operations:

Each Occurrence	$1,000,000.00
Aggregate	$1,000,000.00

5.5.2.1.3. XCU coverage (yes)

5.5.2.1.4. Personal Injury:

Per Person	$1,000,000.00

5.5.2.2. Comprehensive Automobile Liability: (owned, leased, non-owned & hired)

5.5.2.2.1 Bodily Injury and Property Damage:

Each Accident $ 1,000,000.00

5.5.3. Where applicable, the CONTRACTOR shall purchase and maintain adequate flood insurance coverage for work within designated flood hazard areas as defined by Public Law 93-234 (Flood Disaster Protection Act).

5.5.4. The CONTRACTOR shall maintain, as applicable, builder's risk insurance providing "All Risks Coverage" on all buildings and structures, while in the course of construction, including foundations, additions, attachments and all permanent fixtures belonging to and constituting a part of said buildings or structures. The policy or policies shall also cover machinery, if the cost of machinery is included in the Contract. The amount of insurance must at all time be at least equal to the actual cash value of the insured property as determined by the OWNER. The policy shall be in the name of the OWNER and the CONTRACTOR, as their interests may appear, and shall also cover the interests of all Subcontractors performing work.

5.6 The policies of insurance so required by paragraph 5.5 to be purchased and maintained shall:

5.6.1 with respect to insurance required by paragraph 5.5.2, include as additional insured (subject to any customary exclusion in respect of professional liability) OWNER, ENGINEER, ENGINEER's Consultants and any other persons or entities identified in the Supplementary Conditions, all of whom shall be listed as additional insured, and include coverage for the respective officers and employees of all such additional insured;

5.6.2. include completed operations insurance;

5.6.3. Include contractual liability insurance covering CONTRACTOR's indemnity obligations under paragraphs 6.16, 6.22 and 6.41 through 6.43;

5.6.4. contain a provision or endorsement that the coverage afforded will not be canceled, materially changed or renewal refused until at least thirty (30) days prior written notice has been given to OWNER and to each other additional insured identified in the Supplementary Conditions to whom a certificate of insurance has been issued (and the certificates of insurance furnished by the CONTRACTOR pursuant to paragraph 5.4 will so provide);

5.6.5. remain in effect at least until Final Payment and at all Time thereafter when CONTRACTOR may be correcting, removing or replacing *defective* Work in accordance with paragraph 13.12; and

5.6.6. with respect to completed operations insurance, and any insurance coverage written on a claims-made basis, remain in effect for at least two years after Final Payment (and CONTRACTOR shall furnish OWNER and each other additional insured identified in the Supplementary Conditions to whom a certificate of insurance has been issued evidence satisfactory to OWNER and any such additional insured of continuation of such insurance at Final Payment and one year thereafter).

Acceptance of Bonds and Insurance; Option to Replace:

5.7. If CONTRACTOR does not purchase or maintain all of the Bonds and insurance required by the Contract Documents, CONTRACTOR shall notify the OWNER in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage. Without prejudice to any other right or remedy, OWNER may elect to obtain equivalent Bonds or insurance to protect OWNER's interests at the expense of the CONTRACTOR, and a Change Order shall be issued to adjust the Contract Price accordingly.

Partial Utilization-Property Insurance:

5.8. If OWNER finds it necessary to occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work, such use or occupancy may be accomplished in accordance with paragraph 14.12; provided that no such use or occupancy shall commence before the insurers providing the property insurance have acknowledged notice thereof and in writing effected any changes in coverage necessitated thereby. The insurers providing the property insurance shall consent by endorsement on the policy or policies, but the property insurance shall not be canceled or permitted to lapse on account of any such partial use or occupancy.

ARTICLE 6: CONTRACTOR's RESPONSIBILITIES

Supervision and Superintendence:

6.1. CONTRACTOR shall supervise, inspect and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work

in accordance with the Contract Documents. CONTRACTOR shall be solely responsible for the means, methods, techniques, sequences and procedures of construction. CONTRACTOR shall be responsible to see that the completed Work complies accurately with the Contract Documents

6.2. CONTRACTOR shall keep on the Work at all time during its progress a competent resident superintendent, who shall not be replaced without written notice to OWNER. The superintendent will be CONTRACTOR's representative at the site and shall have authority to act on behalf of CONTRACTOR. All communications to the superintendent shall be as binding as if given to CONTRACTOR.

Labor, Materials and Equipment:

6.3. CONTRACTOR shall provide competent, suitably qualified personnel to survey, lay out and construct the Work as required by the Contract Documents. CONTRACTOR shall at all time maintain good discipline and order at the site. All Work at the site shall be performed during regular working hours and CONTRACTOR will not permit overtime work or the performance of Work on Saturday, Sunday or any Brevard County holiday without giving OWNER at least 72 hours notice and receiving OWNER's written consent.

6.3.1 CONTRACTOR shall pay for additional costs to the OWNER for overtime Work which may be authorized under the provisions of paragraph 6.3. Such costs as staff time and engineering charges shall be a subsidiary obligation of CONTRACTOR and no extra payment shall be made by OWNER for such overtime Work. Overtime costs are defined in the Supplemental Conditions.

6.4. Unless otherwise specified in the General Requirements, CONTRACTOR shall furnish and assume full responsibility for all materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities and all other facilities and incidentals necessary for the furnishing, performance, testing, start-up and completion of the Work.

6.5. All materials and equipment shall be of good quality and new, except as otherwise provided in the Contract Documents. All warranties and guarantees specifically called for by the Specifications shall expressly run to the benefit of OWNER. If required by OWNER, CONTRACTOR shall furnish satisfactory evidence (including reports of required tests) as to the kind and quality of materials and equipment. All materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with instructions of the applicable Supplier, except as otherwise provided in the Contract Documents.

Progress Schedule:

6.6. CONTRACTOR shall adhere to the progress schedule established in accordance with paragraph 2.10 as it may be adjusted from time to time as provided below:

6.6.1. CONTRACTOR shall submit to OWNER for acceptance proposed adjustments in the progress schedule that will not change the Contract Time (or Milestones). Such adjustments will conform generally to the progress schedule then in effect and additionally will comply with any provisions of the General Requirements applicable thereto.

6.6.2. Proposed adjustments in the progress schedule that will change the Contract Time (or Milestones) shall be submitted in accordance with the requirements of paragraph 12.1. Such adjustments may only be made by a Change Order or Written Amendment in accordance with Article 12.

"Or-Equal" and Substitute Items:

6.7. Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the specification or description is intended to establish the type, function and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or-equal" item, or no substitution is permitted, other items of material or equipment or material or equipment of other Suppliers may be accepted by OWNER under the following circumstances:

6.7.1 *"Or-Equal":* If in OWNER's sole discretion an item of material or equipment proposed by CONTRACTOR is functionally equal to that named and sufficiently similar so that no change in related Work will be required, it may be considered by OWNER as an "or-equal" item, in which case review and approval of the proposed item may, in OWNER's sole discretion, be accomplished without compliance with some or all of the requirements for acceptance of proposed substitute items.

6.7.2. *Substitute Items*: If in OWNER's sole discretion an item of material or equipment proposed by CONTRACTOR does not qualify as an "or-equal" item under subparagraph 6.7.1., it will be considered a proposed substitute item. CONTRACTOR shall submit sufficient information as provided below to allow OWNER to determine that the item of material or equipment proposed is equivalent to that named and an acceptable substitute therefore. The procedure for review by the OWNER will include the following as supplemented in the General Requirements and as OWNER may decide is appropriate under the circumstances. Requests for review of proposed substitute items of material or equipment will not be accepted by OWNER from anyone other than CONTRACTOR. If CONTRACTOR wishes to furnish or use a substitute item of material or equipment, CONTRACTOR shall first make written application to ENGINEER for acceptance thereof, certifying in writing that the proposed substitute will perform adequately the functions and achieve the results called for by the design, be similar in substance to that specified and be suited to the same use as that specified. The application will state the extent, if any, to which the evaluation and acceptance of the proposed substitute will prejudice CONTRACTOR's achievement of Substantial Completion on time, whether or not acceptance of the substitute for use in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with OWNER for work on the Project) to adapt the design to the proposed substitute and whether or not incorporation or use of the substitute in connection with the Work is subject to payment of any license fee or royalty. All variations of the proposed substitute from that specified will be identified in the application and available maintenance, repair and replacement service will be indicated. The application will also contain an itemized estimate of all costs or credits that will result directly or indirectly from acceptance of such substitute, including costs of redesign and claims of other contractors affected by the resulting change, all of which will be considered by OWNER in evaluating the proposed substitute. OWNER may require CONTRACTOR to furnish additional data about the proposed substitute.

6.7. 3. *CONTRACTOR's Expense*: All data to be provided by CONTRACTOR in support of any proposed "or-equal" or substitute item will be at CONTRACTOR's expense.

6.7. 4. Contract Time: Any delays in Work resulting from the CONTRACTOR's request for a substitute or "or-equal" item will not be a cause for any claim for an increase in Contract Price or Time.

6.8. *Substitute Construction Methods or Procedures*: If a specific means, method, technique, sequence, or procedure of construction is shown or indicated in and expressly required by the Contract Documents, CONTRACTOR may furnish or utilize a substitute means, method, technique, sequence or

procedure of construction acceptable to OWNER. CONTRACTOR shall submit sufficient information to allow OWNER, in OWNER's sole discretion, to determine that the substitute proposed is equivalent to that expressly called for by the Contract Documents. The procedure for review by OWNER will be the same as that provided in subparagraph 6.7.

6.9. *ENGINEER's Evaluation*: ENGINEER will be allowed five (5) business days from the time ENGINEER receives a written proposal for substitution from the CONTRACTOR within which to evaluate each proposal or submittal made pursuant to and in accordance with paragraphs 6.7.2 and 6.8. OWNER will be the sole judge of acceptability. No "or-equal" or substitute will be ordered, installed or utilized without OWNER's prior written acceptance which will be evidenced by either an OWNER authorized Change Order or an approved Shop Drawing. OWNER may require CONTRACTOR to furnish at CONTRACTOR's expense a special performance guarantee or other surety with respect to any "or-equal" or substitute. ENGINEER will record time required by ENGINEER and ENGINEER's Consultants in evaluating substitutes proposed or submitted by CONTRACTOR pursuant to paragraphs 6.7.2 and 6.8 and in making changes in the Contract Documents (or in the provisions of any other direct contract with OWNER for work on the Project) occasioned thereby. Whether or not OWNER accepts a substitute item so proposed or submitted by CONTRACTOR, CONTRACTOR shall reimburse OWNER for the charges of ENGINEER and ENGINEER's Consultants for evaluating each such proposed substitute item.

Concerning Subcontractors, Suppliers and Others:

6.10. CONTRACTOR shall not employ any Subcontractor, Supplier or other person or organization (including those acceptable to OWNER as indicated in paragraph 6.11.1), whether initially or as a substitute, against whom OWNER may have reasonable objection. CONTRACTOR shall not be required to employ any Subcontractor, Supplier or other person or organization to furnish or perform any of the Work against whom CONTRACTOR has reasonable objection.

6.11. CONTRACTOR shall identify and provide information on Subcontractors, Suppliers, and other persons or organizations which shall be used by CONTRACTOR in accordance with requirements of the Bidding and Contract Documents

6.11.1 Following the Notice of Award, CONTRACTOR shall receive written approval from OWNER for any proposed substitution of Subcontractor, Supplier or other person or organization so identified and initially accepted by OWNER. CONTRACTOR shall supply information on proposed substitute Subcontractors, Suppliers, and other persons or organizations as is required in the Bidding and Contract Documents for the original Subcontractor, Supplier or other person or organization.

6.11.2 OWNER may reject any such Subcontractor, Supplier or other person or organization so identified after OWNER's initial prequalification during bidding or acceptance (either in writing or by failing to make written objection thereto by the date indicated for acceptance or objection in the Bidding Documents or the Contract Documents), in which case CONTRACTOR shall submit an acceptable substitute. If CONTRACTOR believes that an adjustment in Contract Price is warranted due to such revocation by OWNER, CONTRACTOR may make a written claim thereof as provided in Article 11. No acceptance by OWNER of any such Subcontractor, Supplier or other person or organization shall constitute a waiver of any right of OWNER to reject *defective* Work.

6.12. CONTRACTOR shall be fully responsible to OWNER and ENGINEER for all acts and omissions of the Subcontractors, Suppliers and other persons and organizations performing or furnishing any of the Work under a direct or indirect contract with CONTRACTOR just as CONTRACTOR is responsible for CONTRACTOR's own acts and omissions. Nothing in the Contract Documents shall create for the benefit of any such Subcontractor, Supplier or other person or organization any contractual relationship between OWNER or ENGINEER and any such Subcontractor, Supplier or other person or organization, nor shall it create any obligation on the part of OWNER or ENGINEER to pay or to see to the payment of

any moneys due any such Subcontractor, Supplier or other person or organization except as may otherwise be required by Laws and Regulations.

6.13. CONTRACTOR shall be solely responsible for scheduling and coordinating the Work of Subcontractors, Suppliers and other persons and organizations performing or furnishing any of the Work under a direct or indirect contract with CONTRACTOR. CONTRACTOR shall require all Subcontractors, Suppliers and such other persons and organizations performing or furnishing any of the Work to communicate with the ENGINEER and OWNER through CONTRACTOR.

6.14. The divisions and sections of the Specifications and the identifications of any Drawings shall not control CONTRACTOR in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.

6.15. All Work performed for CONTRACTOR by a Subcontractor or Supplier will be pursuant to an appropriate agreement between CONTRACTOR and the Subcontractor or Supplier which specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of OWNER.

Patent Fees and Royalties:

6.16. CONTRACTOR shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product or device is specified in the Contract Documents for use in the performance of the Work and if to the actual knowledge of OWNER or ENGINEER its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by OWNER in the Contract Documents. To the fullest extent permitted by Laws and Regulations, CONTRACTOR shall indemnify and hold harmless OWNER, ENGINEER, ENGINEER's Consultants and the officers, directors, employees, agents and other consultants of each and any of them from and against all claims, costs, losses and damages arising out of or resulting from any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product or device not specified in the Contract Documents.

Permits:

6.17. Unless otherwise provided in the Supplementary Conditions, CONTRACTOR shall obtain and pay for all construction permits and licenses. CONTRACTOR shall pay all governmental charges and inspection fees necessary for the prosecution of the Work, which are applicable at the time of opening of Bids, or, if there are no Bids, on the Effective Date of the Agreement. CONTRACTOR shall pay all charges of utility owners for connections to the Work, and OWNER shall pay all charges of such utility owners for capital costs related thereto such as plant investment fees.

Laws and Regulations:

6.18. CONTRACTOR shall give all notices and comply with all Laws and Regulations applicable to furnishing and performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, OWNER shall not be responsible for monitoring CONTRACTOR's compliance with any Laws or Regulations.

6.18.1. CONTRACTOR shall provide OWNER and ENGINEER copies of all correspondence to regulatory agencies relating to the CONTRACTOR's compliance with all Laws and Regulations applicable to the furnishing and performance of the Work

6.18.2. If CONTRACTOR performs any Work that it is contrary to Laws or Regulations, CONTRACTOR shall bear all claims, costs, losses and damages caused by, arising out of or resulting therefrom.

Taxes:

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

Use of Premises:

6.20. CONTRACTOR shall confine construction equipment, the storage of materials and equipment and the operations of workers to the site and land and areas identified in and permitted by the Contract Documents, OWNER, and other land and areas permitted by Laws and Regulations, rights-of-way, permits and easements; and shall not unreasonably encumber the premises with construction equipment or other materials or equipment.

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

6.22. CONTRACTOR shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof or of any adjacent land or areas, resulting from the performance of the Work. Should any claim be made by any such owner or occupant because of the performance of the Work, CONTRACTOR shall promptly settle with such other party by negotiation or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law. CONTRACTOR shall, to the fullest extent permitted by Laws and Regulations, indemnify and hold harmless OWNER, ENGINEER, ENGINEER's Consultant and anyone directly or indirectly employed by any of them from and against all claims, costs, losses and damages arising out of or resulting from any claim or action, legal or equitable, brought by any such owner or occupant against OWNER, ENGINEER or any other party indemnified hereunder to the extent caused by or based upon CONTRACTOR's Performance of the Work.

6.23. During the progress of the Work, CONTRACTOR shall keep the premises free from accumulations of waste materials, rubbish and other debris resulting from the Work. At the completion of the Work CONTRACTOR shall remove all waste materials, rubbish and debris from and about the premises as well as all tools, appliances, construction equipment and machinery and surplus materials. CONTRACTOR shall leave the site clean and ready for occupancy by OWNER at Substantial Completion of the Work. CONTRACTOR shall restore to original condition all property not designated for alteration by the Contract Documents.

Record Documents:

6.24. CONTRACTOR shall maintain in a safe place at the site one record copy of all Drawings, Specifications, Addenda, Written Amendments, Change Orders, Work Change Directives, Field Orders and written interpretations and clarifications (issued pursuant to paragraph 9.4) in good order and annotated to show all changes made during construction. These Record Documents together with all approved Samples and a counterpart of all approved Shop Drawings will be available to ENGINEER for reference. Upon completion of the Work, these Record Documents, Samples and Shop Drawings will be delivered to ENGINEER for OWNER.

Safety and Protection:

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

6.25.1. All persons on the Work site or who may be affected by the Work;

6.25.2. All the Work and materials and equipment to be incorporated therein, whether in storage on or off the site; and

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

6.26. CONTRACTOR shall comply with all applicable Laws and Regulations of any public body having jurisdiction for safety of persons or property or to protect them from damage, injury or loss; and shall erect and maintain all necessary safeguards for such safety and protection. CONTRACTOR shall notify owners of adjacent property and of Underground Facilities and utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation and replacement of their property. All damage, injury or loss to any property referred to in paragraph 6.25.2 or 6.25.3 caused, directly or indirectly, in whole or in part, by CONTRACTOR, any Subcontractor, Supplier or any other person or organization directly or indirectly employed by any of them to perform or furnish any of the Work or anyone for whose acts any of them may be liable, shall be remedied by CONTRACTOR CONTRACTOR's duties and responsibilities for safety and for protection of the Work shall continue until such time as all the Work is completed and ENGINEER has issued a notice to OWNER and CONTRACTOR in accordance with paragraph 14.14 that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).

Safety Representative:

6.27. CONTRACTOR shall designate a qualified and experienced safety representative at the site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.

Hazard Communication Programs:

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

Emergencies:

6.29. In emergencies affecting the safety or protection of persons or the Work or property at the site or adjacent thereto, CONTRACTOR, without special instruction or authorization from OWNER or ENGINEER, is obligated to act to prevent threatened damage, injury or loss. CONTRACTOR shall give OWNER prompt (but in no event later than ten (10) days) written notice if CONTRACTOR believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby. If OWNER determines that a change in the Contract Documents is required because of the action taken by CONTRACTOR in response to such an emergency, a Work Change Directive or Change Order will be issued to document the consequences of such action.

Shop Drawings and Samples:

6.30. CONTRACTOR shall submit Shop Drawings to ENGINEER for review and approval in accordance with the accepted schedule of Shop Drawings and Sample submittals (see paragraph 2.10). All submittals will be identified as ENGINEER may require and in the number of copies specified in the General Requirements. The data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials and similar data to show ENGINEER the materials and equipment CONTRACTOR proposes to provide and to enable ENGINEER to review the information for the limited purposes required by paragraph 6.36.

6.31. CONTRACTOR shall also submit Samples to ENGINEER for review and approval in accordance with said accepted schedule of Shop Drawings and Sample submittals. Each Sample will be identified clearly as to material, Supplier, pertinent data such as catalog numbers and the use for which intended and otherwise as ENGINEER may require to enable ENGINEER to review the submittal for the limited purposes required by paragraph 6.36. The numbers of each Sample to be submitted will be as specified in the Specifications.

Submittal Procedures:

6.32. Before submitting each Shop Drawing or Sample, CONTRACTOR shall have determined and verified:

6.32.1. All field measurements, quantities, dimensions, specified performance criteria, installation requirements, materials, catalog numbers and similar information with respect thereto.

6.32.2. All materials with respect to intended use, fabrication, shipping, handling, storage, assembly and installation pertaining to the performance of the Work, and

6.32.3. All information relative to CONTRACTOR's sole responsibilities in respect of means, methods, techniques, sequences and procedures of construction and safety precautions and programs incident thereto.

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

6.34. Each submittal will bear a stamp or specific written indication that CONTRACTOR has satisfied CONTRACTOR's obligations under the Contact Documents with respect to CONTRACTOR's review and approval of that submittal. The CONTRACTOR's stamp will be in the form as shown in Section "G" of the Contract Documents.

6.35. At the time of each submission, CONTRACTOR shall give ENGINEER specific written notice of such variations, if any, that the Shop Drawing or Sample submitted have from the requirements of the Contract Documents, such notice to be in a written communication attached to the submittal; and, in addition, shall cause a specific notation to be made on each Shop Drawing and Sample submitted to ENGINEER for review and approval of each such variation.

6.36. ENGINEER will review and approve Shop Drawings and Samples completed in accordance with paragraph 6.32 within ten (10) business days from ENGINEER's receipt of the completed package. ENGINEER's review and approval will be only to determine if the items covered by the submittals will, after installation or incorporation in the Work, conform to the Contract Documents and be compatible with the completed Project as a functioning whole as indicated by the Contract Documents. ENGINEER's review and approval will not extend to means, methods, techniques, sequences or procedures of

construction (except where a particular means, method, technique, sequence or procedure of construction is specifically and expressly called for by the Contract Documents) or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions. CONTRACTOR shall make corrections required by ENGINEER, and shall return the required number of corrected copies of Shop Drawings and submit as required new Samples for review and approval. CONTRACTOR shall direct specific attention in writing to revisions other than the corrections called for by ENGINEER on previous submittals.

6.37. Where a Shop Drawing or Sample is required by the Contract Documents or the schedule of Shop Drawings and Sample submissions accepted by ENGINEER as required by paragraph 2.10, any related Work performed prior to ENGINEER's review and approval of the pertinent submittal will be at the sole expense and responsibility of CONTRACTOR.

Continuing the Work:

6.38. CONTRACTOR shall carry on the Work and adhere to the progress schedule during all disputes or disagreements with OWNER. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, except as permitted by paragraph 15.6 or as OWNER and CONTRACTOR may otherwise agree in writing.

CONTRACTOR's General Warranty and Guarantee:

6.39. CONTRACTOR warrants and guarantees to OWNER that all Work will be in accordance with the Contract Documents and will not be *defective*.

6.40. CONTRACTOR's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of CONTRACTOR's obligation to perform the Work in accordance with the Contract Documents:

6.40.1. Observations by OWNER or ENGINEER:

6.40.2. Recommendation of any progress or Final Payment by ENGINEER or payment by OWNER;

6.40.3. The issuance of a certificate of Substantial Completion or any payment by OWNER to CONTRACTOR under the Contract Documents;

6.40.4. Use or occupancy of the Work or any part thereof by OWNER

6.40.5. Any acceptance by OWNER or any failure to do so;

6.40.6. Any review and approval of a Shop Drawing or Sample submittal or the issuance of a notice of acceptability by ENGINEER pursuant to paragraph 14.15;

6.40.7. Any inspection, test or approval by others; or

6.40.8. Any correction of defective Work by OWNER.

Indemnification:

6.41. To the fullest extent permitted by Laws and Regulations, CONTRACTOR shall indemnify and hold harmless OWNER, ENGINEER, ENGINEER's Consultants and the officers, directors, employees, agents

and other consultants of each and any of them from and against all claims, costs, losses and damages (including but not limited to all fees and charges of engineers, architects, attorneys and other professionals and all court or other dispute resolution costs) caused by, arising out of or resulting from the performance of the Work, provided that any such claim, cost, loss or damage: (i) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, and (ii) is caused in whole or in part by any negligent act or omission of CONTRACTOR, any Subcontractor, any Supplier, any person or organization directly or indirectly employed by any of them to perform or furnish any of the Work or anyone for whose acts any of them may be liable, regardless of whether or not caused in part by any negligence or omission of a person or entity indemnified hereunder or whether liability is imposed upon such indemnified party by Laws and Regulations regardless of the negligence of any such person or entity. The CONTRACTOR acknowledges that specific consideration has been received for this hold harmless/indemnification provision.

6.42. In any and all claims against OWNER or ENGINEER or any of their respective consultants, agents, officers, directors or employees by any employee (or the survivor or personal representative of such employee) of CONTRACTOR, any Subcontractor, any Supplier, any person or organization directly or indirectly employed by any of them to perform or furnish any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under paragraph 6.41 shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for CONTRACTOR or any such Subcontractor, Supplier or other person or organization under workers' compensation acts, disability benefit acts or other employee benefit acts.

6.43. The indemnification obligations of CONTRACTOR under paragraph 6.41 shall not extend to the liability of ENGINEER and ENGINEER's Consultants, officers, directors, employees or agents caused by the professional negligence, errors or omissions of any of them.

Determinations for Unit Prices:

6.44. CONTRACTOR will determine the actual quantities and classifications of Unit Price Work performed by CONTRACTOR. ENGINEER will verify the CONTRACTOR's determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise).

Survival of Obligations:

6.45. All representations, indemnifications, warranties and guarantees made in, required by or given in accordance with the Contract Documents, as well as all continuing obligations indicated in the Contract Documents, will survive Final Payment, completion and acceptance of the Work and termination or completion of the Agreement.

ARTICLE 7: OTHER WORK

Related Work at Site:

7.1. OWNER may perform other work related to the Project at the site by OWNER's own forces, other contractors, or have other work performed by utility owners.

7.2. CONTRACTOR shall afford each other contractor who is a party to such a direct contract and each utility owner (and OWNER, if OWNER is performing the additional work with OWNER's employees) proper and safe access to the site and a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work and shall properly connect and coordinate the Work with theirs. Unless otherwise provided in the Contract Documents, CONTRACTOR shall do all cutting, fitting and patching of the Work that may be required to make its several parts come

together properly and integrate with such other work. CONTRACTOR shall not endanger any work of others by cutting, excavating or otherwise altering their work and will only cut or alter their work with the written consent of OWNER and the others whose work will be affected.

7.3. If the proper execution or results of any part of CONTRACTOR's Work depends upon work performed by others under this Article 7, CONTRACTOR shall inspect such other work and promptly (but in no event later than five (5) days) report to OWNER in writing any delays, defects or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of CONTRACTOR's Work. CONTRACTOR's failure to report will constitute an acceptance of such other work as fit and proper for integration with CONTRACTOR's Work except for latent or non-apparent defects and deficiencies in such other work.

Coordination:

7.4. If OWNER contracts with others for the performance of other work on the Project at the site, the following will be set forth in Supplementary Conditions:

7.4.1. The person, firm or corporation who will have authority and responsibility for coordination of the activities among the various prime contractors will be identified;

7.4.2. The specific matters to be covered by such authority and responsibility will be itemized; and

7.4.3. The extent of such authority and responsibilities will be provided.

Unless otherwise provided in the Supplementary Conditions, OWNER shall have sole authority and responsibility in respect of such coordination.

ARTICLE 8: OWNER'S RESPONSIBILITIES

8.1. Except as otherwise provided in these General Conditions and Supplementary Conditions, OWNER shall issue all communications to CONTRACTOR through ENGINEER.

8.2. In case of termination of the employment of ENGINEER, OWNER shall appoint a representative whose status under the Contract Documents shall be that of the former ENGINEER.

8.3. OWNER shall furnish the data required of OWNER under the Contract Documents promptly and shall make payments to CONTRACTOR promptly when they are due as provided in paragraphs 14.4 and 14.13.

8.4. OWNER's duties in respect of providing lands and easements and providing engineering surveys to establish reference points are set forth in paragraphs 4.1 and 4.10. Paragraph 4.2 refers to OWNER's identifying and making available to CONTRACTOR copies of reports of explorations and tests of subsurface conditions at the site and drawings of physical conditions in existing structures at or contiguous to the site that have been utilized by ENGINEER in preparing the Contract Documents.

8.5. OWNER is obligated to execute Change Orders as indicated in paragraph 10.4.

8.6. OWNER's responsibility with respect to certain inspections, tests and approvals is set forth in paragraph 13.4.

8.7. In connection with OWNER's right to stop Work or suspend Work, see paragraphs 13.10 and 15.1. Paragraph 15.2 deals with OWNER's right to terminate services of CONTRACTOR under certain circumstances.

8.8 OWNER will have authority to disapprove or reject Work which OWNER believes to be *defective*, or that OWNER believes will not produce a completed Project that conforms to the Contract Documents or that will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. OWNER will also have authority to require special inspection or testing of the Work as provided in paragraph 13.9, whether or not the Work is fabricated, installed or completed.

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

8.10. OWNER'S responsibility in respect of undisclosed Asbestos, PCBs, Petroleum, Hazardous Waste or Radioactive Materials uncovered or revealed at the site is set forth in paragraph 4.11.

ARTICLE 9: ENGINEER'S STATUS DURING CONSTRUCTION

OWNER's Representative:

9.1. ENGINEER will be OWNER's representative during the construction period unless otherwise specified in the Supplementary Conditions. The duties and responsibilities and the limitations of authority of ENGINEER as OWNER's representative during construction are set forth in the Contract Documents and shall not be extended without written consent of OWNER and ENGINEER.

Visits to Site:

9.2. ENGINEER will make visits to the site at intervals appropriate to the various stages of construction as OWNER and ENGINEER deem necessary in order to observe, as an experienced and qualified design professional, the progress that has been made and the quality of the various aspects of CONTRACTOR's executed Work. ENGINEER's visits and on-site observations are subject to all the limitations on ENGINEER's authority and responsibility set forth in paragraph 9.11, and particularly, but without limitation, during or as a result of ENGINEER's on-site visits or observations of CONTRACTOR's Work ENGINEER will not supervise, direct, control or have authority over or be responsible for CONTRACTOR's means, methods, techniques, sequences or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of CONTRACTOR to comply with Laws and Regulations applicable to the furnishing or performance of the Work.

Project Representative:

9.3. If OWNER requires, ENGINEER will furnish a Resident Project Representative to assist ENGINEER in providing more continuous observation of the Work. The responsibilities and authority and limitations thereon of any such Resident Project Representative and assistants will be as provided in paragraph 9.11 and in the Supplementary Conditions. If OWNER designates another representative or agent to represent OWNER at the site who is not ENGINEER's Consultant, agent or employee, the responsibilities and authority and limitations thereon of such other person will be as provided in the Supplementary Conditions.

Clarifications and Interpretations:

9.4. ENGINEER will issue within five (5) business days from the receipt of a written request for clarification or interpretation such written clarifications or interpretations of the requirements of the Contract Documents (in the form of Drawings or otherwise) as ENGINEER may determine necessary, which shall be consistent with the intent of and reasonably inferable from Contract Documents. Such written clarifications and interpretations will be binding on CONTRACTOR. If CONTRACTOR believes that a written clarification or interpretation justifies an adjustment in the Contract Price or the Contract Time and the parties are unable to agree to the amount or extent thereof, if any, CONTRACTOR may make a written claim therefore as provided in Article 11 or Article 12.

Authorized Variations in Work:

9.5. ENGINEER may authorize minor variations in the Work from the requirements of the Contract Documents which do not involve an adjustment in the Contract Price or the Contract Time and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. These may be accomplished by a Field Order and will be binding on CONTRACTOR who shall perform the Work involved promptly. If CONTRACTOR believes that a Field Order justifies an adjustment in the Contract Price or the Contract Time and the parties are unable to agree as to the amount or extent thereof, CONTRACTOR may make a written claim therefore as provided in Article 11 or 12.

Rejecting Defective Work:

9.6. ENGINEER will have authority to recommend that OWNER disapprove or reject Work which ENGINEER believes to be *defective*, or that ENGINEER believes will not produce a completed Project that conforms to the Contract Documents or that will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. ENGINEER will also have authority to recommend that the OWNER require special inspection or testing of the Work as provided in paragraph 13.9, whether or not the Work is fabricated, installed or completed.

Shop Drawings, Change Orders and Payments:

9.7. In connection with ENGINEER's authority as to Shop Drawings and Samples, see paragraphs 6.29. through 6.35. inclusive.

9.8. In connection with ENGINEER's authority as to Applications for Payment, see Article 14.

Determinations for Unit Prices:

9.9. CONTRACTOR will determine the actual quantities and classifications of Unit Price Work performed by CONTRACTOR. ENGINEER will verify the CONTRACTOR's determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment).

Decisions on Disputes:

9.10. ENGINEER will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work thereunder. OWNER will be the final interpreter of the Contract Documents and judge of the acceptability of the Work thereunder.

Limitations on ENGINEER's Authority and Responsibilities:

9.11. Neither ENGINEER's authority or responsibility under this Article 9 or under any other provision of the Contract Documents nor any decision made by ENGINEER in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise or performance of any authority or responsibility by ENGINEER shall create, impose or give rise to any duty owed by ENGINEER to CONTRACTOR, any Subcontractor, any Supplier, any other person or organization, or to any surety for or employee or agent of any of them.

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

9.13. ENGINEER will not be responsible for the acts or omissions of CONTRACTOR or of any Subcontractor, any Supplier, or of any other person or organization performing or furnishing any of the Work.

9.14. ENGINEER's review of the Final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, bonds and certificates of inspection, tests and approvals and other documentation required to be delivered by paragraph 14.14 will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests and approvals that the results certified indicate compliance with, the Contract Documents.

9.15. The limitations upon authority and responsibility set forth in this paragraph 9.11 shall also apply to ENGINEER's Consultants, Resident Project Representative and assistants.

ARTICLE 10: CHANGES IN THE WORK

10.1. Without invalidating the Agreement and without notice to any surety, OWNER may, at any time or from time to time, order additions, deletions or revisions in the Work. Such additions, deletions or revisions will be authorized by a Written Amendment, a Change Order, or a Work Change Directive. Upon receipt of any such document, CONTRACTOR shall promptly proceed with the Work involved which will be performed under the applicable conditions of the Contract Documents (except as otherwise specifically provided).

10.2. If OWNER and CONTRACTOR are unable to agree as to the extent, if any, of an adjustment in the Contract Price or an adjustment of the Contract Time that should be allowed as a result of a Work Change Directive, a claim may be made therefore as provided in Article 11 or Article 12.

10.3. CONTRACTOR shall not be entitled to an increase in the Contract Price or an extension of the Contract Time with respect to any Work performed that is not required by the Contract Documents as amended, modified and supplemented as provided in paragraphs 3.8 and 3.9 except in the case of an emergency as provided in paragraph 6.29 or in the case of uncovering Work as provided in paragraph 13.9.

10.4. OWNER and CONTRACTOR shall execute appropriate Change Orders (or Written Amendments) covering:

10.4.1. Changes in the Work which are (i) ordered by OWNER pursuant to paragraph 10.1, (ii) required because of acceptance of *defective* Work under paragraph 13.13 or correcting *defective* Work under paragraph 13.14, or (iii) agreed to by the parties;

10.4.2. Changes in the Contract Price or Contract Time which are agreed to by the parties; and provided that, in lieu of executing any such Change Order, the OWNER shall provide written notice to CONTRACTOR to carry on the Work and adhere to the progress schedule as provided in paragraph 6.38 while the parties negotiate the terms, if any, of a Change Order.

10.5. If notice of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Time) is required by the provisions of any Bond to be given to a surety, the giving of any such notice will be CONTRACTOR's responsibility, and the amount of each applicable Bond will be adjusted accordingly. CONTRACTOR shall furnish proof of such adjustment to OWNER.

ARTICLE 11: CHANGE OF CONTRACT PRICE

11.1. The Contract Price constitutes the total compensation (subject to written authorized adjustments) payable to CONTRACTOR for performing the Work. All duties, responsibilities and obligations assigned to or undertaken by CONTRACTOR shall be at CONTRACTOR's expense without change in the Contract Price.

11.2. The Contract Price may only be changed by a Change Order or by a Written Amendment. Any claim for an adjustment in the Contract Price shall be based on written notice delivered by the party making the claim to the OWNER promptly (but in no event later than five (5) days) after the start of the occurrence or event giving rise to the claim and stating the general nature of the claim. Notice of the amount of the claim with supporting data shall be delivered within thirty (30) days after the start of such occurrence or event (unless OWNER allows additional time for claimant to submit additional or more accurate data in support of the claim) and shall be accompanied by claimant's written statement that the adjustment claimed covers all known amounts to which the claimant is entitled as a result of said occurrence or event. All claims for adjustment in the Contract Price shall be determined by OWNER. No claim for an adjustment in the Contract Price will be valid if not submitted in accordance with this paragraph 11.2.

11.3. The value of any Work covered by a Change Order or of any claim for an adjustment in the Contract Price will be determined as follows:

11.3.1. where the Work involved is covered by unit prices contained in the Contract Documents, by application of such unit prices to the quantities of the items involved (subject to the provisions of paragraphs 11.9 through 11.11.3, inclusive);

11.3.2. Where the Work involved is not covered by unit prices contained in the Contract Documents, by a mutually agreed lump sum;

11.3.3. where the Work involved is not covered by unit prices contained in the Contract Documents and agreement to a lump sum is not reached under paragraph 11.3.2, on the basis of the Cost of the Work (determined as provided in paragraphs 11.4 and 11.5) plus a CONTRACTOR's fee for overhead and profit (determined as provided in paragraph 11.6).

Cost of the Work:

11.4. The term Cost of the Work means the sum of all costs necessarily incurred and paid by CONTRACTOR in the proper performance of the Work. Except as otherwise may be agreed to in writing by OWNER, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall include only the following items and shall not include any of the costs itemized in paragraph 11.5:

11.4.1. Payroll costs for employees in the direct employ of CONTRACTOR in the performance of the Work under schedules of job classifications agreed upon by OWNER and CONTRACTOR. Such employees shall include without limitation superintendents, foremen and other personnel employed full-time at the site. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be

limited to, salaries and wages plus the cost of fringe benefits which shall include social security contributions, unemployment, excise and payroll taxes, and workers' compensation. The expenses of performing Work after regular working hours, on Sunday or legal holidays, shall be included in the above to the extent authorized by OWNER.

11.4.2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to CONTRACTOR unless OWNER deposits funds with CONTRACTOR with which to make payments, in which case the cash discounts shall accrue to OWNER. All trade discounts, rebates and refunds and returns from sale of surplus materials and equipment shall accrue to OWNER, and CONTRACTOR shall make provisions so that they may be obtained.

11.4.3. Payments made by CONTRACTOR to the Subcontractors for Work performed or furnished by Subcontractors. If required by OWNER, CONTRACTOR shall obtain competitive bids from subcontractors acceptable to OWNER and CONTRACTOR and shall deliver such bids to OWNER who will then determine, with the advice of ENGINEER, which bids, if any, will be accepted. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work Plus a fee, the Subcontractor's Cost of the Work and fee shall be determined in the same manner as CONTRACTOR's Cost of the Work and fee as provided in paragraphs 11.4, 11.5, 11.6 and 11.7. All subcontracts shall be subject to the other provisions of the Contract Documents insofar as applicable.

11.4.4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys and accountants) employed for services directly related to the performance of Work.

11.4.5. Supplemental costs including the following:

11.4.5.1. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office and temporary facilities at the site and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost less market value of such items used but not consumed which remain the property of CONTRACTOR.

11.4.5.2. Rentals of all construction equipment and machinery and the parts thereof whether rented from CONTRACTOR or others in accordance with rental agreements approved by OWNER with the advice of ENGINEER, and the costs of transportation, loading, unloading, installation, dismantling and removal thereof-all in accordance with the terms of said rental agreements. The rental of any such equipment, machinery or parts shall cease when the use thereof is no longer necessary for the Work.

11.4.5.3. Sales, consumer, use or similar taxes related to the Work, and for which CONTRACTOR is liable, imposed by Laws and Regulations.

11.4.5.4. Fees for permits and licenses.

11.4.5.5. The cost of utilities, fuel and sanitary facilities at the site

11.4.5.6. Cost of premiums for additional Bonds and insurance required because of changes in the Work.

11.5. The term Cost of the Work shall not include any of the following:

11.5.1. Payroll costs and other compensation of CONTRACTOR's officers, executives, principals (of partnership and sole proprietorships), general managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expediters, timekeepers, clerks and other personnel employed by CONTRACTOR whether at the site or in CONTRACTOR's principal or a branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in paragraph 11.4.1 or specifically covered by paragraph 11.4.4-all of which are to be considered administrative costs covered by the CONTRACTOR's fee.

11.5.2. Expenses of CONTRACTOR's principal and branch offices other than CONTRACTOR's office at the site.

11.5.3. Any part of CONTRACTOR's capital expenses, including interest on CONTRACTOR's capital employed for the Work and charges against CONTRACTOR for delinquent payments.

11.5.4. Cost of premiums for all Bonds and for all insurance whether or not CONTRACTOR is required by the Contract Documents to purchase and maintain the same (except for the cost of premiums covered by subparagraph 11.4.5.6 above).

11.5.5. Costs due to the negligence of CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of *defective* Work, disposal of materials or equipment wrongly supplied and making good any damage to property.

11.5.6. Costs, losses, or damages incurred or sustained by CONTRACTOR on or in connection with any other project or anticipated project.

Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in paragraph 11.4.

11.6. The CONTRACTOR's fee allowed to CONTRACTOR for overhead and profit shall be determined as follows:

11.6.1. A mutually acceptable fixed fee; or

11.6.2. If a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:

11.6.2.1. For costs incurred under paragraphs 11.4.1 and 11.4.2, the CONTRACTOR's fee shall be ten (10) percent;

11.6.2.2. For costs incurred under paragraph 11.4.3, the CONTRACTOR's fee shall be five (5) percent;

11.6.2.3. where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of paragraphs 11.4.1, 11.4.2, 11.4.3 and 11.6.2 is that the Subcontractor who actually performs or furnishes the Work, at whatever tier, will be paid a fee of ten (10) percent of the costs incurred by such Subcontractor under paragraphs 11.4.1 and

11.4.2 and that any higher tier Subcontractor and CONTRACTOR will each be paid a fee of five (5) percent of the amount paid to the next lower tier Subcontractor.

11.6.2.4. No fee shall be payable on the basis of costs itemized under paragraphs 11.4.4, and 11.5;

11.6.2.5. the amount of credit to be allowed by CONTRACTOR to OWNER for any change which results in a net decrease in cost will be the amount of the actual net decrease in cost plus a deduction in CONTRACTOR's fee by an amount equal to the allowance for overhead and profit as established in this paragraph 11.6 of such net decrease; and

11.6.2.6. When both additions and credits are involved in any one change, the adjustment in CONTRACTOR's fee shall be computed on the basis of the net change in accordance with paragraphs 11.6.2.1 through 11.6.2.5, inclusive.

11.7. Whenever the cost of any Work is to be determined pursuant to paragraphs 11.4 and 11.5, CONTRACTOR will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in form acceptable to OWNER an itemized cost breakdown together with supporting data.

Cash Allowances:

11.8. It is understood that CONTRACTOR has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be furnished and performed for such sums as may be acceptable to OWNER. CONTRACTOR agrees that:

11.8.1. the allowances include the cost to CONTRACTOR (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the site, and all applicable taxes; and

11.8.2. CONTRACTOR's costs for unloading and handling on the site, labor, installation costs, overhead, profit and other expenses contemplated for the allowances have been included in the Contract Price and not in the allowances and no demand for additional payment on account of any of the foregoing will be valid.

Prior to Final Payment, an appropriate Change Order will be issued to reflect actual amounts due CONTRACTOR on account of Work covered by allowances, and the Contract Price shall be correspondingly adjusted.

Unit Price Work:

11.9. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the established unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Determinations of the actual quantities and classifications of Unit Price Work performed by CONTRACTOR will be made by ENGINEER in accordance with paragraph 9.9.

11.10. Each unit price will be deemed to include an amount considered by CONTRACTOR to be adequate to cover CONTRACTOR's overhead and profit for each separately identified item.

11.11. OWNER or CONTRACTOR may make a claim for an adjustment in the Contract Price in accordance with Article 11 if:

11.11.1. the quantity of any item of Unit Price Work performed by CONTRACTOR differs materially and significantly from the estimated quantity of such item indicated in the Agreement; and

11.11.2. There is no corresponding adjustment with respect to any other item of Work; and

11.11.3. If CONTRACTOR believes that CONTRACTOR is entitled to an increase in Contract Price as a result of having incurred additional expense or OWNER believes that OWNER is entitled to a decrease in Contract Price and the parties are unable to agree as to the amount of any such increase or decrease.

ARTICLE 12: CHANGE OF CONTRACT TIME

12.1. The Contract Time (or Milestones) may only be changed by a Change Order or a Written Amendment. Any claim for an adjustment of the Contract Time (or Milestones) shall be based on written notice delivered by the party making the claim to the other party and to OWNER promptly (but in no event later than five (5) days) after the occurrence of the event giving rise to the claim and stating the general nature of the claim. Notice of the extent of the claim with supporting data shall be delivered within thirty (30) days after such occurrence (unless OWNER allows an additional period of time to ascertain more accurate data in support of the claim) and shall be accompanied by the claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant has reason to believe it is entitled as a result of the occurrence of said event. No claim for an adjustment in the Contract Time (or Milestones) will be valid if not submitted in accordance with the requirements of this paragraph 12.1.

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

12.3 In the event of a claim under paragraph 12.1, the Contract Time may be extended in an amount equal to time lost due to delays beyond the control of the CONTRACTOR. Such delays shall include, but not be limited to, acts or neglect by OWNER, acts or neglect by other contractors performing other work as contemplated by Article 7, acts or neglect by utility owners, fires, floods, labor disputes, epidemics, abnormal weather conditions, or acts of God. The CONTRACTOR shall not be entitled to any claim for damages and CONTRACTOR's sole remedy for any delays in the progress of the Work from any cause whatsoever shall be an extension of the Contract Time.

12.4 Extension of time for "abnormal weather" shall be granted only under the following conditions:

12.4.1 All weather delays will be considered on a cumulative calendar month basis.

12.4.2 On-site rainfall measurements will be recorded by the ENGINEER at the end of each work day.

12.4.3 At the end of each month, the cumulative rainfall for that month will be tabulated by the ENGINEER, as well as the number of days where the rainfall amount was greater than 0.25 inches.

12.4.4 If the total monthly rainfall exceeds the average monthly rainfall and the number of days when the rainfall amount is greater than 0.25 inches exceeds the average number of days for that month, the Contract Time shall be extended by the lesser number of days as follows:

12.4.4.1 The actual number of days that Work has stopped because of rainfall; or

12.4.4.2 The number of days where the rainfall amount is greater than 0.25 inches less the average number of days that rainfall historically exceeds 0.25 inches for the given month.

12.4.5 The average monthly rainfall and average number of days rainfall exceeds 0.25 inches will be determined from the published information of the National Climatological Data Center.

12.5 CONTRACTOR shall carry on the Work and adhere to the progress schedule during resolution of any claims made by CONTRACTOR pursuant to paragraph 12.1.

ARTICLE 13: TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF *DEFECTIVE* WORK

13.1. Notice of Defects: Prompt notice of all *defective* Work of which OWNER or ENGINEER have actual knowledge will be given to CONTRACTOR. All *defective* Work may be rejected, corrected or accepted as provided in this Article 13.

Access to Work:

13.2. OWNER, ENGINEER, ENGINEER's Consultants, other representatives and personnel of OWNER, independent testing laboratories and governmental agencies with jurisdictional interests will have access to the Work at reasonable Time for their observation, inspecting and testing. CONTRACTOR shall provide them proper and safe conditions for such access and advise them of CONTRACTOR's site safety procedures and programs so that they may comply therewith as applicable.

Tests and Inspections:

13.3. CONTRACTOR shall give OWNER timely notice of readiness of the Work for all required inspections, tests or approvals, and shall cooperate with inspection and testing personnel to facilitate required inspections or tests.

13.4. OWNER shall employ and pay for the services of an independent testing laboratory to perform all inspections, tests, or approvals required by the Contract Documents except:

13.4.1. for inspections, tests or approvals covered by paragraph 13.5 below;

13.4.2. that costs incurred in connection with tests or inspections conducted pursuant to paragraph 13.9 below shall be paid as provided in said paragraph 13.9; and

13.4.3. As otherwise specifically provided in the Contract Documents.

13.5. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested or approved by an employee or other representative of such public body, CONTRACTOR shall assume full responsibility for arranging and obtaining such inspections, tests or approvals, pay all costs in connection therewith, and furnish OWNER the required certificates of inspection, or approval. CONTRACTOR shall also be responsible for arranging and obtaining and shall pay all costs in connection with any inspections, tests or approvals required for OWNER's acceptance of

materials or equipment to be incorporated in the Work, or of materials, mix designs, or equipment submitted for approval prior to CONTRACTOR's purchase thereof for incorporation in the Work.

13.6. If any Work (or the work of others) that is to be inspected, tested or approved is covered by CONTRACTOR, it must, if requested by OWNER, be uncovered for observation.

13.7. Uncovering Work as provided in paragraph 13.6 shall be at CONTRACTOR's expense unless CONTRACTOR has given OWNER five (5) day notice of CONTRACTOR's intention to cover the same and OWNER has not acted with reasonable promptness in response to such notice.

Uncovering Work.

13.8. If any Work is covered contrary to the written request of OWNER, it must, if requested by OWNER, be uncovered for OWNER's observation and replaced at CONTRACTOR's expense.

13.9. If OWNER considers it necessary or advisable that covered Work be observed by OWNER or inspected or tested by others, CONTRACTOR, at OWNER's request, shall uncover, expose or otherwise make available for observation, inspection or testing as OWNER may require, that portion of the Work in question, furnishing all necessary labor, material and equipment. If it is found that such Work is *defective*, CONTRACTOR shall pay all claims, costs, losses and damages caused by, arising out of or resulting from such uncovering, exposure, observation, inspection and testing and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and OWNER shall be entitled to an appropriate decrease in the Contract Price, and, if the parties are unable to agree as to the amount thereof, may make a claim therefore as provided in Article 11. If, however, such Work is not found to be *defective*, CONTRACTOR shall be allowed an increase in the Contract Price or an extension of the Contract Time (or Milestones), or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement and reconstruction; and, if the parties are unable to agree as to the amount or extent thereof, CONTRACTOR may make a claim therefore as provided in Articles 11 and 12.

OWNER May Stop the Work:

13.10. If the Work is *defective*, or CONTRACTOR fails to supply sufficient skilled workers or suitable materials or equipment, or fails to furnish or perform the Work in such a way that the completed Work will conform to the Contract Documents, OWNER may order CONTRACTOR to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of OWNER to stop the Work shall not give rise to any duty on the part of OWNER to exercise this right for the benefit of CONTRACTOR or any surety or other party.

Correction or Removal of Defective Work:

13.11. If required by OWNER, CONTRACTOR shall promptly, as directed, either correct all *defective* Work, whether or not fabricated, installed or completed, or, if the Work has been rejected by OWNER, remove it from the site and replace it with Work that is not *defective*. CONTRACTOR shall pay all claims, costs, losses and damages caused by or resulting from such correction or removal (including but not limited to all costs of repair or replacement of work of others).

13.11.1 The CONTRACTOR shall not be entitled to an extension of the Contract Time for correcting or removing *defective* Work.

Correction Period:

13.12. If within one (1) year after the date of Final Acceptance or any applicable special guarantee required by the Contract Documents or by any specific provision of the Contract Documents, any Work

is found to be *defective*, CONTRACTOR shall promptly, without cost to OWNER and in accordance with OWNER's written instructions: (i) correct such *defective* Work, or, if it has been rejected by OWNER, remove it from the site and replace it with Work that is not *defective*, and (ii) satisfactorily correct or remove and replace any damage to other Work or the work of others resulting therefrom. If CONTRACTOR does not promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, OWNER may have the *defective* Work corrected or the rejected Work removed and replaced, and all claims, costs, losses and damages caused by or resulting from such removal and replacement (including but not limited to all costs of repair or replacement of work of others) will be paid by CONTRACTOR. The OWNER may make claim under the Performance or Maintenance bond as provided for in Article 5.

13.13. Where *defective* Work (and damage to other Work resulting therefrom) has been corrected, removed or replaced under this paragraph 13.12, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.

Acceptance of *Defective* Work:

13.14. If, instead of requiring correction or removal and replacement of *defective* Work, OWNER prefers to accept it, OWNER may do so. CONTRACTOR shall pay all claims, costs, losses and damages attributable to OWNER's evaluation of and determination to accept such *defective* Work. If any such acceptance occurs prior to Final Payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and OWNER shall be entitled to an appropriate decrease in the Contract Price, and, if the parties are unable to agree as to the amount thereof, OWNER may make a claim therefore as provided in Article 11.

OWNER May Correct *Defective* Work:

13.15. If CONTRACTOR fails within a reasonable time after written notice from OWNER to correct *defective* Work or to remove and replace rejected Work as required by OWNER in accordance with paragraph 13.11, or if CONTRACTOR fails to perform the Work in accordance with the Contract Documents, or if CONTRACTOR fails to comply with any other provision of the Contract Documents, OWNER may, after seven (7) days written notice to CONTRACTOR, correct and remedy any such deficiency. In exercising the rights and remedies under this paragraph OWNER shall proceed expeditiously. In connection with such corrective and remedial action, OWNER may exclude CONTRACTOR from all or part of the site, take possession of all or part of the Work, and suspend CONTRACTOR's services related thereto, take possession of CONTRACTOR's tools, appliances, construction equipment and machinery at the site and incorporate in the Work all materials and equipment stored at the site or for which OWNER has paid CONTRACTOR but which are stored elsewhere. CONTRACTOR shall allow OWNER, OWNER's representatives, agents and employees, OWNER's other contractors and ENGINEER and ENGINEER's Consultants access to the site to enable OWNER to exercise the rights and remedies under this paragraph. All claims, costs, losses and damages incurred or sustained by OWNER in exercising such rights and remedies will be charged against CONTRACTOR and a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and OWNER shall be entitled to an appropriate decrease in the Contract Price, and, if the parties are unable to agree as to the amount thereof, OWNER may make a claim therefore as provided in Article 11. Such claims, costs, losses and damages will include but not be limited to all costs of repair or replacement of work of others destroyed or damaged by correction, removal or replacement of CONTRACTOR's *defective* Work. CONTRACTOR shall not be allowed an extension of the Contract Time (or Milestones) because of any delay in the performance of the Work attributable to the exercise by OWNER of OWNER'S rights and remedies hereunder.

ARTICLE 14: PAYMENTS TO CONTRACTOR AND COMPLETION

Schedule of Values:

14.1. The schedule of values established as provided in paragraph 2.10 will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to OWNER. Progress payments on account of Unit Price Work will be based on the number of units completed.

Application for Progress Payment:

14.2. At least twenty (20) days before the date established for each progress payment (but not more often than once a month), CONTRACTOR shall submit to ENGINEER for review an Application for Payment filled out and signed by CONTRACTOR covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice or other documentation warranting that OWNER has received the materials and equipment free and clear of all Liens and evidence that the materials and equipment are covered by appropriate property insurance and other arrangements to protect OWNER's interest therein, all of which will be satisfactory to OWNER. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.

CONTRACTOR's Warranty of Title:

14.3. CONTRACTOR warrants and guarantees that title to all Work, materials and equipment covered by any Application for Payment, whether incorporated in the Project or not, will pass to OWNER no later than the time of payment free and clear of all Liens.

Review of Applications for Progress Payment:

14.4. ENGINEER will, within ten (10) days after receipt of each Application for Payment, either indicate in writing a recommendation of payment and present the Application to OWNER, or return the Application to CONTRACTOR indicating in writing ENGINEER's reasons for refusing to recommend payment. In the latter case, CONTRACTOR may make the necessary corrections and resubmit the Application. Twenty (20) days after ENGINEER's approval of the invoice and the date the OWNER stamps the invoice as received, OWNER shall pay the CONTRACTOR the sums approved for payment. OWNER may reject the invoice within twenty (20) days after the date on which the invoice is stamped as received. The rejection must be in writing and specify the deficiency and the action necessary to make the invoice proper.

14.5. ENGINEER's recommendation of any payment requested in an Application for Payment will constitute a representation by ENGINEER to OWNER, based on ENGINEER's on-site observations of the executed Work as an experienced and qualified design professional and on ENGINEER's review of the Application for Payment and the accompanying data and schedules, that to the best of ENGINEER's knowledge, information and belief:

14.5.1. The Work has progressed to the point indicated,

14.5.2. the quality of the Work is in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents, to a final determination of quantities and classifications for Unit Price Work under paragraph 9.9, and to any other qualifications stated in the recommendation), and

14.5.3. The conditions precedent to CONTRACTOR's being entitled to such payment have been fulfilled.

However, by recommending any such payment ENGINEER will not thereby be deemed to have represented that: (i) exhaustive on-site inspections have been made to check the quality or the quantity of the Work beyond the responsibilities specifically assigned to ENGINEER in the Contract Documents or (ii) that there may not be other matters or issues between the parties that might entitle CONTRACTOR to be paid additionally by OWNER or entitle OWNER to withhold payment to CONTRACTOR.

14.6. ENGINEER's recommendation of any payment, including Final Payment, shall not mean that ENGINEER is responsible for CONTRACTOR's means, methods, techniques, sequences or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of CONTRACTOR to comply with Laws and Regulations applicable to the furnishing or performance of Work, or for any failure of CONTRACTOR to perform or furnish Work in accordance with the Contract Documents.

14.7. ENGINEER may refuse to recommend the whole or any part of any payment if, in ENGINEER's opinion, it would be incorrect to make the representations to OWNER referred to in paragraph 14.5. ENGINEER may also refuse to recommend any such payment, or, because of subsequently discovered evidence or the results of subsequent inspections or tests, nullify any such payment previously recommended, to such extent as may be necessary in ENGINEER's opinion to protect OWNER from loss because:

14.7.1. The Work is *defective*, or completed Work has been damaged requiring correction or replacement,

14.7.2. The Contract Price has been reduced by Written Amendment or Change Order,

14.7.3. OWNER has been required to correct *defective* Work or complete Work in accordance with paragraph 13.15; or

14.7.4. ENGINEER has actual knowledge of the occurrence of any of the events enumerated in paragraphs 15.2.1 through 15.2.4 inclusive.

14.8. OWNER may refuse to make payment of the full amount recommended by ENGINEER because:

14.8.1. Claims have been made against OWNER on account of CONTRACTOR's performance or furnishing of the Work.

14.8.2. Contractor failed to submit original waivers of claims under bond or there is evidence that Subcontractors or Suppliers have not been paid through previous month's draw,

14.8.3. There are other items entitling OWNER to a set-off against the amount recommended, or

14.8.4. OWNER has actual knowledge of the occurrence of any of the events enumerated in paragraphs 14.7.1 through 14.7.3 or paragraphs 15.2.1 through 15.2.4 inclusive;

14.9. OWNER must give CONTRACTOR immediate written notice (with a copy to ENGINEER) stating the OWNER's refusal to make payments of the full amount recommended by the ENGINEER and shall

promptly pay CONTRACTOR the amount so withheld, or any adjustment thereto agreed to by OWNER and CONTRACTOR, when CONTRACTOR corrects to OWNER's satisfaction the reasons for such action.

Substantial Completion:

14.10. When CONTRACTOR considers the entire Work ready for its intended use CONTRACTOR shall notify OWNER and ENGINEER in writing that the entire Work is substantially complete (except for items specifically listed by CONTRACTOR as incomplete) and request that ENGINEER issue a certificate of Substantial Completion. Within five (5) business days after receipt of such written request, OWNER, CONTRACTOR and ENGINEER shall make an inspection of the Work to determine the status of completion. If OWNER does not consider the Work substantially complete, OWNER will notify CONTRACTOR in writing giving the reasons therefore. If OWNER considers the Work substantially complete, ENGINEER will prepare a tentative certificate of Substantial Completion which shall fix the date of Substantial Completion. There shall be attached to the certificate a tentative list of items to be completed or corrected before Final Payment.

14.11. OWNER shall have the right to exclude CONTRACTOR from the Work after the date of Substantial Completion, but OWNER shall allow CONTRACTOR reasonable access to complete or correct items on the tentative list.

Partial Utilization:

14.12. Use by OWNER at OWNER's option of any substantially completed part of the Work which: (i) has specifically been identified in the Contract Documents, or (ii) OWNER, ENGINEER and CONTRACTOR agree constitutes a separately functioning and usable part of the Work that can be used by OWNER for its intended purpose without significant interference with CONTRACTOR's performance of the remainder of the Work, may be accomplished prior to Substantial Completion of all the Work subject to the following:

14.12.1. OWNER at any time may request CONTRACTOR in writing to permit OWNER to use any such part of the Work which OWNER believes to be ready for its intended use and substantially complete. If CONTRACTOR agrees that such part of the Work is substantially complete, CONTRACTOR will certify in writing to OWNER and ENGINEER that such part of the Work is substantially complete and request ENGINEER to issue a certificate of Substantial Completion for that part of the Work.

14.12.2. No occupancy or separate operation of part of the Work will be accomplished prior to compliance with the requirements of paragraph 5.6 in respect of property insurance.

Final Inspection:

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

Final Application for Payment:

14.14. After CONTRACTOR has completed all such corrections to the satisfaction of OWNER and delivered in accordance with the Contract Documents all maintenance and operating instructions, schedules, guarantees, Bonds, certificates or other evidence of insurance required by paragraph 5.5, certificates of inspection, marked-up record documents (as provided in paragraph 6.24) and other documents, CONTRACTOR may make application for Final Payment following the procedure for progress payments. The final Application for Payment shall be accompanied (except as previously delivered) by:

(i) all documentation called for in the Contract Documents, including but not limited to the evidence of insurance required by subparagraph 5.6.6, (ii) consent of the surety, if any, to Final Payment, and (iii) complete and legally effective waivers (satisfactory to OWNER) of all claims against CONTRACTOR's payment bond Liens arising out of or filed in connection with the Work. If any Subcontractor or Supplier fails to furnish such waiver in full, CONTRACTOR shall furnish consent of surety specifically acknowledging Subcontractor's or Supplier's dispute and amount in dispute. Subcontractor's or Supplier's waiver submitted with final application shall reflect same amount in dispute.

14.14.1 Notwithstanding any other provision of these Contract Documents to the contrary, OWNER and ENGINEER are under no duty or obligation whatsoever to any vendor, materials provider, Subcontractor, laborer, or other party to ensure that payments due and owing by the CONTRACTOR to any of them are or will be made. Such parties shall rely only on the CONTRACTOR's surety bonds for remedy of nonpayment by CONTRACTOR. CON-TRACTOR shall advise Subcontractors and Suppliers not to execute waivers of claims under bonds unless the Subcontractor or Supplier has been paid.

Final Payment and Acceptance:

14.15. If, on the basis of ENGINEER's observation of the Work during construction and final inspection, and ENGINEER's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, ENGINEER is satisfied that the Work has been completed and CONTRACTOR's other obligations under the Contract Documents have been fulfilled, ENGINEER will, within ten (10) days after receipt of the Final Application for Payment, indicate in writing ENGINEER's recommendation of payment and present the Application to OWNER for payment. At the same time ENGINEER will also give written notice to OWNER and CONTRACTOR that the Work is acceptable subject to the provisions of paragraph 14.15. Otherwise, ENGINEER will return the Application to CONTRACTOR, indicating in writing the reasons for refusing to recommend Final Payment, in which case CONTRACTOR shall make the necessary corrections and resubmit the Application.

Waiver of Claims:

14.16. The making and acceptance of Final Payment will constitute:

14.16.1. a waiver of all claims by OWNER against CONTRACTOR, except claims arising from unsettled claims of Subcontractors or Suppliers, from *defective* Work appearing after final inspection pursuant to paragraph 14.11, from failure to comply with the Contract Documents or the terms of any special guarantees specified therein, or from CONTRACTOR's continuing obligations under the Contract Documents; and

14.16.2. A waiver of all claims by CONTRACTOR against OWNER.

Retainage

14.17 OWNER shall retain five percent (5%) of the project amount until completion of the project, acceptance of the certificate of occupancy, release of liens, and compliance with all other provisions of the Contract Documents.

Resolving Payment Disputes:

14.18. In the event a dispute occurs between CONTRACTOR and OWNER concerning payment of CONTRACTOR's request for payment, such disagreement shall be resolved by a CONTRACTOR Dispute Committee consisting of representatives of the OWNER's Housing and Human Services Department and Purchasing Department.

14.19 Proceedings to resolve the dispute shall commence not later than forty-five (45) days after the date on which the proper request for payment was received by the OWNER.

14.20 If the dispute is resolved in favor of the OWNER, then interest charges shall begin to accrue fifteen (15) days after the OWNER's final decision.

14.21 If the dispute is resolved in favor of the CONTRACTOR, then interest shall begin to accrue as of the original date the payment became due.

ARTICLE 15: SUSPENSION OF WORK AND TERMINATION

OWNER May Suspend Work:

15.1. At any time and without cause, OWNER may suspend the Work or any portion thereof for a period of not more than ninety (90) days by notice in writing to CONTRACTOR and ENGINEER which will fix the date on which Work will be resumed. CONTRACTOR shall resume the Work on the date so fixed. CONTRACTOR may be allowed an adjustment in the Contract Price or an extension of the Contract Time, or both, directly attributable to any such suspension if CONTRACTOR makes an approved claim therefore as provided in Articles 11 and 12.

OWNER May Terminate:

15.2. Upon the occurrence of any one or more of the following events:

15.2.1. if CONTRACTOR fails to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the progress schedule established under paragraph 2.10 as adjusted from time to time pursuant to paragraph 6.6);

15.2.2. If CONTRACTOR disregards Laws or Regulations of any public body having jurisdiction;

15.2.3. If CONTRACTOR disregards the authority of ENGINEER; or

15.2.4. If CONTRACTOR otherwise violates any provisions of the Contract Documents;

OWNER may, after giving CONTRACTOR (and the surety, if any,) seven (7) days written notice and to the extent permitted by Laws and Regulations, terminate the services of CONTRACTOR, exclude CONTRACTOR from the site and take possession of the Work and of all CONTRACTOR's tools, appliances, construction equipment and machinery at the site and use the same to the full extent they could be used by CONTRACTOR (without liability to CONTRACTOR for trespass or conversion), incorporate in the Work all materials and equipment stored at the site or for which OWNER has paid CONTRACTOR but which are stored elsewhere, entitled to receive any further payment beyond an and either request CONTRACTOR's surety complete the work or, at OWNER's option finish the work as OWNER may deem expedient. In such case CONTRACTOR shall not be entitled to receive any further payment beyond an amount equal to the value of the Work actually completed and the value of materials and equipment not incorporated in the Work but delivered and suitably stored, less (1) the aggregate payments previously paid, and (2) OWNER's claims, costs, losses and damages which exceed the unpaid balance of the Contract Price. OWNER shall not be required to obtain the lowest price for the Work performed, but will be permitted to select a contractor available and qualified to complete the work. CONTRACTOR's obligation to pay the difference between such costs and such unpaid balance shall survive termination of the Agreement.

15.3. Where CONTRACTOR's services have been so terminated by OWNER, the termination will not affect any rights or remedies of OWNER against CONTRACTOR then existing or which may thereafter accrue. Any retention or payment of moneys due CONTRACTOR by OWNER will not release CONTRACTOR from liability.

15.4. Upon seven (7) days written notice to CONTRACTOR and ENGINEER, OWNER may, without cause and without prejudice to any other right or remedy of OWNER, elect to terminate the Agreement. In such case, CONTRACTOR shall be paid (without duplication of any items):

15.4.1. for completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including overhead and profit as determined by paragraph 6.6 on such Work;

15.4.2. for expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials or equipment as required by the Contract Documents in connection with uncompleted Work, plus overhead and profit as determined by paragraph 6.6 on such expenses;

15.4.3. for reasonable expenses directly attributable to termination.

15.5. CONTRACTOR shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

CONTRACTOR May Stop Work or Terminate:

15.6. If, through no act or fault of CONTRACTOR, the Work is suspended for a period of more than ninety (90) days by OWNER or under an order of court or other public authority, or OWNER fails to pay CONTRACTOR for forty five (45) days any sum finally determined to be due, then CONTRACTOR may, upon seven (7) days written notice to OWNER and ENGINEER, and provided does not remedy such suspension or failure within that time, terminate the Agreement and recover from OWNER payment on the same terms as provided in paragraph 15.4.

ARTICLE 16: MISCELLANEOUS

Giving Notice:

16.1. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if delivered in person to the individual, or if delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice.

Computation of Time:

16.2.1. When any period of time is referred to in the Contract Documents by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Sunday or on a Brevard County holiday, such day will be omitted from the computation.

16.2.2. A calendar day of twenty-four hours measured from midnight to the next midnight will constitute a day.

Notice of Claim:

16.3. Should OWNER or CONTRACTOR suffer injury or damage to person or property because of any error, omission or act of the other party or of any of the other party's employees or agents or others for

whose acts the other party is legally liable, claim will be made in writing to the other party within a reasonable time of the first observance of such injury or damage. The provisions of this paragraph 16.3 shall not be construed as a substitute for or a waiver of the provisions of any applicable statute of limitations or repose.

Cumulative Remedies:

16.4. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto, and, in particular but without limitation, the warranties, guarantees and obligations imposed upon CONTRACTOR by paragraphs 6.16, 6.20, 6.39, 6.41, 6.42, 6.43, 13.1, 13.12, 13.13, 13.15, 14.3 and 15.2 and all of the rights and remedies available to OWNER and ENGINEER thereunder, are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or

Regulations, by special warranty or guarantee or by other provisions of the Contract Documents, and the provisions of this paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right and remedy to which they apply.

16.4.1 All representations, warranties, and guarantees made in the Contract Documents will survive Final Payment and termination or completion of the Agreement. Also, the obligation of the CONTRACTOR to maintain the Work until Initiation of Operation shall survive Final Payment and termination and completion of the Agreement.

Professional Fees and Court Costs Included:

16.5. Whenever reference is made to "claims, costs, losses and damages," it shall include in each case, but not be limited to, all fees and charges of engineers, architects, attorneys and other professionals and all court or arbitration or other dispute resolution costs.

16.6 Each party in any law suit or proceeding instituted under or pursuant to the terms of this contract shall bear their own costs and attorney's fees, and any trial shall be non-jury.

END OF SECTION 2 - GENERAL CONDITIONS (Remainder of page intentionally left blank)

SECTION 3:

BID FORMS

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Project Name: **SCHOOLHOUSE PAVING & DRAINAGE IMPROVEMENTS**
Bid Number: **B-5-16-74**

BIDDER'S CHECKLIST

MANDATORY SUBMITTALS:

	Required	Not Required
☐ Bid Proposal Form (1 copy + electronic copy)	☒	☐
☐ Acknowledgement of Officer to Execute the Bid on Behalf of a Corporation	☒	☐
☐ Non-collusion Affidavit of Prime Bidder Form	☒	☐
☐ 5% Bid Security Bond on County Form (Sect. 3)	☒	☐
☐ Minority Employment Information Form	☒	☐
☐ Drug Free Workplace Form	☒	☐
☐ Trench Safety Act	☒	☐
☐ Contractor Reference Form	☒	☐
☐ Estimating Worksheet	☒	☐
☐ Completed Insurance Indemnification Form	☒	☐
☐ Required Pre-Qualification Documents (Sect. 2.8)	☒	☐

All of the above forms must be submitted with bid. Failure to include any or all of the listed forms with your bid will result in rejection of the bid. Offers to provide required items after the date and time designated for the receipt of bids will not be considered.

*** * *END OF BIDDER'S CHECKLIST* * ***

BID PROPOSAL FORM

Prepared for the

BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS

PROJECT NAME: **SCHOOLHOUSE PAVING & DRAINAGE IMPROVEMENTS**
Housing and Human Services Department
Brevard County, Florida

BID #: **B-5-16-74**

TO: **Brevard County Board of County Commissioners**
Purchasing Services Office
2725 Judge Fran Jamieson, Bldg. C. Suite C-303
Viera, FL 32940

FROM: _____
(BIDDER)

Address:
_____

City:_____ State:_____ Zip Code:_____

Telephone Number:_____ Fax Number:_____

Email: _____

1. BID PROPOSAL:

A. The undersigned as BIDDER, hereby declares that the only person or persons interested in the Bid as Principal or Principals is, or are, named herein and that no other person that is herein mentioned has any interest in this Bid or in the Contract to be entered into; that this bid is made without connection with any other person, company or parties to make a bid or proposal; and that it is in all respects fair and in good faith, without collusion or fraud.

B. The undersigned as BIDDER, having visited the site of the proposed project and familiarized himself with the local conditions, nature and extent of Work, and having carefully examined the Bid and Contract Documents prepared by Brevard County Housing and Human Services Department and titled: **Schoolhouse Paving & Drainage Improvement, Bid No. B-5-16-74** inclusive of Part I: Bidding and General Contract Requirements; Part II: Technical Specifications; and Part III: Construction Plans, proposes to furnish all labor, materials, equipment and other items, facilities and services for the proper execution and completion of the project in full accordance with the Contract Documents and, if awarded the Contract, to complete the said work within the time limits specified for the following Total Estimated Bid.

C. The contract is for removal of existing pavement and sidewalks, reconstruction of the road realignment, new sidewalks, new curb, gutter and inlets, drainage culverts, adjustment of sanitary sewer manhole covers, reconstruction of driveways, pavement markings and road

signage including other pertinent construction as shown on the plans and specified. The undersigned hereby declares he has the minimum required qualifications for this project.

D. The Bidders should include all costs Bidders may anticipate during the length of construction of this project and execution of the requirements of these contract documents.

E. The OWNER desires to establish a Contingency Fund for this project in the amount of 10% of the bid amount to be used for the sole purpose of Owner requested changes during construction. No amount of this Contingency Fund can be used for any purpose by the Contractor without express written signed directives with clearly defined scope of additional work and associated costs by the Owner to the Contractor.

F. This contract is a combination of Lump Sum Compensation and Unit Priced Compensation contract. The Total Base Bid is the sum of all pay item totals from the Lump Sum Portion of bid, plus the sum of all pay item totals from Unit Price portion of bid, plus the Owner's Contingency Fund.

G. Any quantities of Unit Price Work given on the Bid Form, whether detailed in the Drawings or Specifications or contingent upon actual conditions, are approximate only, and are to be used solely for comparing Bids and establishing the Contract Price. Neither the Owner nor Engineer represents that the actual quantity for any item of Unit Price Work performed will equal the quantity given. Payments will be made only for actual quantities of Unit Price Work completed in accordance with the Contract Documents. Actual quantities of Unit Price Work may overrun or underrun those in the Bid Form without invalidating the unit prices bid. The authorization to perform any portion(s) of the Unit Price Items is at the sole discretion of the County.

H. **TOTAL BASE BID: (sum of Base Bid Part A and Part B: Contingency)**

_____

(In Words)

_____DOLLARS

($_____)

(In numbers)

BIDDER'S SIGNATURE: _____

NAME AND TITLE OF BIDDER_____

(Printed)

NAME OF BIDDER'S COMPANY_____(Printed)

(Printed)

2. **BASE BID BREAKDOWN**

PART A: LUMP SUM PORTION OF BID—Subtotal "Base bid Part A"

The Bidder agrees to furnish all labor, materials, equipment, and other items, facilities, services, and incidentals for proper execution and completion of the Lump Sum portions of the Work as shown on the Drawings and described in the Specifications in accordance with the Contract Documents and other requirements, based on the Bidder's own estimated quantities, costs, site conditions, and local conditions and all other considerations for the following lump sum prices:

_____ DOLLARS

(In Words)

$ _____

(Numerically)

PART B OWNER'S CONTINGENCY – _____ DOLLARS

(In Words)

$_____

(Numerically)

3. **ADDENDA ACKNOWLEDGMENT:**

The undersigned acknowledges receipt of the following addenda: (List by number and date appearing on addenda.)

Addendum No.:	Date Issued:
_____	_____
_____	_____

BIDDER'S SIGNATURE_____

NAME AND TITLE OF BIDDER_____

(Printed)

NAME OF BIDDER'S COMPANY_____

(Printed)

*** * * END OF BID PROPOSAL FORM * * ***

ESTIMATING WORKSHEET

ESTIMATED BID BREAKDOWN WORKSHEET

BID #B-5-16-74/SCHOOLHOUSE PAVING & DRAINAGE IMPROVEMENTS

ITEM	DESCRIPTION	QTY	UNIT	UNIT COST	ITEM TOTAL
1	Mobilization	1	LS		
2	Maintenance of Traffic	1	LS		
3	Existing Conditions Video	1	LS		
4	Erosion Control & Sediment Control	1	LS		
5	Removal of Existing Concrete Sidewalk and Driveways	5, 773	SF		
6	Removal of Existing Curb	170	LF		
7	Milling Existing Asphalt Pavement (1- 1/2")	2778	SY		
8	Earthwork	1	LS		
9	1-½" FDOT Type SP-12.5 Asphaltic Concrete with Tack Coat	2778	SY		
10	ADA Handicap Ramp Truncated Dome	6	EA		
11	Pavement Markings/Striping	1	LS		
12	Concrete Driveway/Aprons	1305	SF		
13	Type "F" Curb & Gutter	2271	LF		
14	Type "6" curb inlet & structure/storm manholes	13	EA		
15	Adjust sewer manhole top	2	EA		
16	18" RCP	800	LF		
17	24" RCP	480	LF		
18	24" MES	1	EA		
19	6" thick concrete sidewalk	678	SY		
20	Sodding/Restoration	1	LS		
21	Signage	1	LS		
22	Adjust Mailboxes	1	LS		
				Sub-Total:	$
				Contingency (10%)	$
				BID TOTAL	**$**
	OPTIONAL				
23	ADDITIONAL COST – EXPEDITED CONSTRUCTION (Project completion: **90** days)	1	LO	$	

END OF SECTION 3 – BID FORMS

Costs provided are for completed project and shall include the following items (if applicable) in this bid submittal:

Inspection or Permit fees
Laboratory Testing
Relocation/Coordination of Existing Utilities
Water, Sewer and Reuse Utility Service Lines
Construction Administration
Construction Surveying
Dewatering
Inspection or Permit fees
Laboratory Testing
Relocation/coordination of existing utilities
Vertical Construction

ACKNOWLEDGMENT OF OFFICER TO EXECUTE BID ON BEHALF OF A CORPORATION

State _____

County of_____

On this _____day of_____, 2016 before me personally came and appeared_____, to me known, who, being by me duly sworn, did depose and say that Affiant resides at_____ that Affiant is the _____of_____, the corporation described in and which executed the foregoing Bid Proposal; that Affiant knows the seal of said corporation, that one of the impressions affixed to said instrument is an impression of such seal; that Affiant is the proper official of said corporation designated to execute such instrument, that Affiant has authority to do so, that Affiant executed same for and in behalf of said corporation, and that Affiant's act is the act and deed of said corporation.

Witness my hand and official notaries seal at_____the day and year above written.

_____

(Notary Public)

My commission expires:_____ (seal)

*** * *END OF ACKNOWLEDGMENT FORM* * ***

NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

State _____

County of_____

_____being duly sworn, deposes and says that:

(1) Affiant is _____of_____, the BIDDER that has submitted the attached bid: **Schoolhouse Paving & Drainage Improvements, Bid #. B-5-16-74.**

(2) Affiant is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such bid;

(3) Such Bid is genuine and is not a collusive or sham bid;

(4) Neither the said BIDDER nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this Affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other BIDDER, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other BIDDER, firm or person to fix the price or prices in the attached bid or of any other BIDDER, or to fix any overhead, profit or cost element of the Bid price or the Bid price of any other BIDDER, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Board of County Commissioners of Brevard County, Florida, or any person interested in the Contract; and

(5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the BIDDER or any of its agents, representatives, owners, employees, or parties of interest, including Affiant.

_____

(Signature)

Subscribed and sworn to before me

This _____day of_____, 2016

_____

(Notary Public)

My commission expires:_____

(Seal)

*** * *END OF NONCOLLUSION AFFIDAVIT* * ***

BID SECURITY BOND

KNOW ALL MEN BY THESE PRESENTS, That we_____, of _____ hereinafter called the Principal, and_____, (Surety), a corporation organized and existing under the Laws of the State of _____, and authorized to transact business in the State of_____, as Surety, hereinafter called Surety, are held and firmly bound unto the Brevard County Board of County Commissioners, hereinafter called Obligee, in the penal sum of five percent (5%) of the amount of bid, $_____, good and lawful money of the United States of America, for the payment of which the Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents. The Condition of this Obligation is such, that, WHEREAS the Principal has submitted a bid to the Obligee on a contract for the construction of: **Schoolhouse Paving & Drainage Improvements**

NOW THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the Bidding or Contract Documents with good, qualified and sufficient surety for the faithful performance of such construction for the prompt payment of labor and material furnished in the prosecution thereof, then this obligation shall be null and void; otherwise this bid is to remain in full force and effect for the payment to Obligee of the stated penal sum hereof.

In witness whereof, we have hereunto set our signatures and seal this day of_____, 2016, all pursuant to due authorization.

_____(Seal)

Principal

By_____

Surety

By_____

Attorney-in-Fact in accordance with the attached Power of Attorney

STATE OF_____ss:

COUNTY OF _____

I, _____, a Notary Public in and for the State and County aforesaid, do hereby certify that _____, and _____, whose names are signed to the foregoing bond, this day personally, appeared before me in my State and County aforesaid and acknowledged the same. Given under my hand and seal this _____ day of _____, 2016

_____

(Notary Public)

My commission expires:_____

(Seal)

*** * *END OF BID SECURITY BOND* * ***

MINORITY EMPLOYMENT INFORMATION FORM

The Board of County Commissioners requires construction contractors, who would otherwise be required to file an EEO Form 1 Report under federal law (currently federal law requires filing for employers with more than 50 employees), to submit an EEO Form 1 with the submission of their Bid. This requirement extends to any of your subcontractors who are required to submit the EEO Form 1 Report (over 50 employees) under federal law.

Failure to submit the EEO Form 1 Report with your Bid may be reason to declare your bid as "non-responsive" to the bid requirements. However, the information will be used for statistical purposes only and will not be used in any way as basis to award a contract.

Please check one of the statements below and complete the information at the bottom of the page:

1. My company or subcontractor(s) are required to submit the EEO Form 1 Report and they are attached. ☐ *Check if statement (1) is correct.*

2. My company or subcontractor(s) are not required to submit the EEO Form 1 Report. ☐ *Check if statement (2) is correct.*

(Signature)	(Company Name)
(Name - Typewritten)	(Mailing Address, Line 1)
(Title)	(Mailing Address, Line 2)
(Date)	(City, State, Zip)

*** * *END OF MINORITY EMPLOYMENT INFORMATION FORM* * ***

DRUG-FREE WORKPLACE FORM

In accordance with Section 287.087, Florida Statutes, preference must be given to BIDDERs submitting a certification with the Bid which certifies that the BIDDER has a drug-free workplace. Whenever two or more Bids which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a Bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie Bids will be followed if none of the tied BIDDERs have a drug-free workplace program. In order to have a drug-free workplace program, the BIDDER shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under Bid a copy of the statement specified in subsection (1) of this form.

4. In the statement specified in subsection (1), notifying the employees that, as a condition of working on the commodities or contractual services that are under Bid, the employees will abide by the terms of the statement and will notify the employer of any conviction of, or pleas of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States of any state, for a violation occurring in the workplace no late than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in drug assistance of rehabilitation program if such is available in the employees' community, by any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify the following:

(Check one and sign in the space provided)

_____This firm complies fully with the above requirements.

_____This firm does not have a drug-free workplace program meeting the above requirements at this time.

_____ _____

BIDDER's Name BIDDER's Title

_____

BIDDER's Signature

*** * *END OF DRUG-FREE WORKPLACE FORM* * ***

TRENCH SAFETY ACT AFFIDAVIT FORM

The CONTRACTOR shall comply with all of the requirements of the Florida Trench Safety Act (Chapter 90-96, CS/CB 2626, and Laws of Florida). The CONTRACTOR shall acknowledge that included in various items of CONTRACTOR's Bid price are costs for complying with the provisions of the Act. Additionally, the CONTRACTOR is required to break out the costs for complying with the Florida Trench Safety Act. FAILURE TO COMPLY WITH THE REQUEST IN THIS SECTION SHALL RESULT IN THE BID BEING DECLARED NON-RESPONSIVE.

BIDDER acknowledges that included in the various items of the proposal and the total Bid price are costs for complying with the Florida Trench Safety Act (90-96), Laws of Florida) effective October 1, 1990. The BIDDER further identifies the costs to be summarized below:

	Trench Safety Measure (Description)	Unit of Measure (LF, SY)	Unit (Quantity)	Unit Cost	Extended Cost
A.	_____	_____	_____	_____	_____
B.	_____	_____	_____	_____	_____
C.	_____	_____	_____	_____	_____
D.	_____	_____	_____	_____	_____
				TOTAL	$_____

DATE_____, 2016 By:_____

_____ _____

Official Address (Including Zip Code) (Title)

_____

_____

END OF TRENCH SAFETY FORM

CONTRACTOR REFERENCE FORM

The CONTRACTOR is required to have constructed at least three (3) comparable projects involving removal of existing pavement and sidewalks, reconstruction of the road realignment, new sidewalks, new curb, gutter and inlets, drainage culverts, adjustment of sanitary sewer manhole covers, reconstruction of driveways, pavement markings and road signage similar in size and nature to this project within the past ten (10) years. The CONTRACTOR must submit proof of this work and failure to do so may be grounds for disqualification of the bidder for this project. The CONTRACTOR is encouraged to type this page as completely as possible and to provide additional sheets if necessary. **The Contractor is encouraged to include correct contact persons and correct phone numbers of the person familiar for each sample project and contact that person and let them know their project is going to be used as a reference and make sure they agree with your statements**. The contact person has to verify the Contractor's statements and description provided; otherwise it could be cause for disqualification of the Bidder and rejection of his bid.

PROJECT 1:

Project Name _____ Date of Const. _____

Owner's Name _____ Phone No. _____

Contact Person (Owner's Project Manager):_____

Fax No._____ E-mail Address: _____

Project Address:_____

Contract/Bid Amount _____ Final Const. Cost. _____

Contract/Bid Project Schedule (Days)_____

Final Construction Schedule (Days) _____

Project description:

Address: _____

_____

_____

PROJECT 2:

Project Name _____ Date of Const. _____

Owner's Name _____ Phone No. _____

Contact Person (Owner's Project Manager):_____

Fax No._____ E-mail Address: _____

Project Address:_____

Contract/Bid Amount _____ Final Const. Cost. _____

Contract/Bid Project Schedule (Days)_____

Final Construction Schedule (Days) _____

Project description:

Address: _____

_____

_____

PROJECT 3:

Project Name _____ Date of Const. _____

Owner's Name _____ Phone No. _____

Contact Person (Owner's Project Manager):_____

Fax No._____ E-mail Address: _____

Project Address:_____

Contract/Bid Amount _____ Final Const. Cost. _____

Contract/Bid Project Schedule (Days)_____

Final Construction Schedule (Days) _____

Project description:

Address: _____

_____

_____

*** * *END OF CONTRACTOR REFERENCE FORM* ***

BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS
INDEMNIFICATION AND INSURANCE REQUIREMENTS
BID NO.: B-5-16-74

INDEMNIFICATION

The County shall be held harmless against any and all claims for bodily injury, sickness, disease, death, personal injury, damage to property or loss of use of any property or assets resulting therefrom, arising out of or resulting from the performance of the products or from the services for which the County is contracting hereunder, provided such is caused in whole or in part by any negligent act or omission of the vendor, or any subcontractor or any of their agents or employees, or arises from a job-related injury.

The vendor agrees to indemnify the County and pay the cost of the County's legal defenses, including fees of attorneys as may be selected by the County, for all claims described in the hold harmless clause herein. Such payment on behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

It is agreed by the parties hereto that specific consideration has been received by the Vendor under this agreement for this hold harmless/indemnification provision.

INSURANCE REQUIREMENTS

The vendor providing services under this agreement will be required to procure and maintain, at their own expense and without cost to the County, until final acceptance by the County of all products or services covered by the purchase order or contract, the following types of insurance. The policy limits required are to be considered minimum amounts:

General Liability Insurance policy with a $ 1,000,000 combined single limit for each occurrence to include the following coverage: Operations, Products and Completed Operations, Personal Injury, Contractual Liability covering this contract, "X-C-U" hazards, and Errors & Omissions.

Auto Liability Insurance which includes coverage for all owned, non-owned and rented vehicles with a
$ 1,000,000 combined single limit for each occurrence.

Workers' Compensation and Employers Liability Insurance covering all employees of the vendor and subcontractors, as required by law.

In the event that the contract involves professional or consulting services, in addition to the aforementioned insurance requirements, the vendor shall also be protected by a Professional Liability Insurance Policy in the amount of $1,000,000 per claim.

In the event the contract involves services related to construction projects the vendor shall also procure and maintain a Builders Risk Insurance Policy or Installation Floater with loss limits equal to the value of the construction project.

The vendor shall provide certificates of insurance to the County demonstrating that the aforementioned insurance requirements have been met prior to the commencement of work under this contract. The certificates of insurance shall indicate that the policies have been endorsed to cover the County as an additional insured (a waiver of subrogation in lieu of additional insured status on the workers compensation policy is acceptable) and that these policies may not be canceled or modified without thirty (30) days prior written notice to the County.

The insurance coverage enumerated above constitute the minimum requirements and shall in no way lessen or limit the liability of the vendor under the terms of the contract. Sub-Contractor's insurance shall be the responsibility of the vendor.

ACCEPTED BY:

Vendor_____

Address_____

Authorized Signature _____ Date _____

Print Name _____

Telephone Number _____ Fax # _____

STATEMENT OF NO BID

SCHOOLHOUSE PAVING & DRAINAGE IMPROVEMENT
Bid No. B-5-16-74

NOTE: If you do not intend to bid on this requirement, please return this form to:

Brevard County Purchasing Services

2725 Judge Fran Jamieson Way, Bldg. C Suite 303

Viera, FL 32940

WE the undersigned have declined to bid on your **Bid No. B-5-16-74/Schoolhouse Paving & Drainage Improvements** for the following reasons:

_____Specifications too "tight", i.e. geared toward one company only (explain below).

_____Insufficient time to respond to the Invitation to Bid.

_____We do not offer this product or equivalent.

_____Our product schedule would not permit us to perform.

_____Specifications unclear (explain below).

_____Remove our company from bid list.

_____Other (specify below).

We understand that if the "no bid" letter is not executed and returned, our name may be deleted from the vendor list for the Brevard County Purchasing Service Office.

PLEASE PRINT

COMPANY NAME_____

COMPANY ADDRESS_____

COMPANY OFFICER_____

TELEPHONE NUMBER_____

*** * *END OF STATEMENT OF NO BID* * ***

SECTION 4:

TECHNICAL SPECIFICATIONS

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BID SCHEDULE

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SECTION 02 41 19 – SELECTIVE DEMOLITION

PART 1. GENERAL

1.1 RELATED DOCUMENTS

1.1.1 Drawings and general provisions of the Contract apply to this Section.

1.1.2 Section 327 Milling of Existing Asphalt Pavement of the Florida Department of Transportation (FDOT) Standard Specifications for Road and Bridge Construction, latest edition, apply to this section as indicated.

1.2 DESCRIPTION OF REQUIREMENTS

1.2.1 The Contractor shall provide all materials, tools, equipment, and labor to demolish or remove the concrete, paved surfaces, utilities, piping, and other miscellaneous items as shown on the Drawings, specified herein, or required to permit the timely and orderly construction of the improvements.

1.2.2 The Contractor is expected to have satisfied himself as to the scope of the demolition and removals and the conditions under which he will operate, including obstructions or miscellaneous conditions that will in any manner affect his performance and ability to carry out the work. No allowance will subsequently be made on behalf of the Contractor for any error on his part. Later claims for labor, equipment, materials, or for other difficulties encountered which could have been foreseen had such an investigation been made, will not be accepted.

1.3 RELATED WORK

1.3.1 DIVISION 31 – EARTHWORK

1.3.2 DIVISION 32 – EXTERIOR IMPROVEMENTS

1.4 SUBMITTALS

1.4.1 The procedures proposed for the accomplishment of the work shall be submitted to the Engineer for review. The procedures shall provide for the safety and welfare of workers and adjoin residents and the public, continuation of utility services, the protection of life and property, coordination with the progress of other work, and the timely disconnection of utility services to existing facilities. The submittals shall include a detailed description of the methods and equipment to be used for each operation and the sequence of operations.

PART 2. PRODUCTS - NOT APPLICABLE TO THIS SECTION.

PART 3. EXECUTION

3.1 SCHEDULING

3.1.1 The Contractor shall not perform demolition and removal work until he has received written authorization to proceed from the Owner. Said notification will be limited to specific tasks, and the Contractor will be obligated to obtain such written authorization to proceed at various times during the project.

3.1.2 All work shall be accomplished in a manner consistent with the requirement that all existing utilities will be maintained. The Contractor shall conduct the scheduling of demolition work so that interference with the other operations is minimal. The Contractor shall obtain approval of the Owner prior to demolition of any existing equipment, facility, utility, or structure.

3.2 LIMITS OF THE WORK

3.2.1 General – Demolition and removal work shall be performed in a neat and workmanlike manner to the limits indicated or specified or to the maximum extent necessary for the proper installation of new work.

3.2.2 Structures – The demolition shall include but not be solely limited to concrete headwall structures, and appurtenances specified herein.

3.2.3 Utilities and Piping – Site utilities and yard piping shall be removed to the limits shown on the Drawings or required for the proper installation of new work. All piping to be abandoned shall either be totally removed or have ends permanently plugged with a minimum of 12 inches of concrete. Where existing piping is to be removed from an existing structure or building, all piping penetrations not reused for new piping shall be permanently plugged flush with the existing wall surface. No abandoned piping shall be left protruding into any structure or building.

3.2.4 Pavement Milling and Concrete Removal – milling and concrete items shall be removed to the limits shown on the Drawings or required for the proper installation of new work.

3.2.5 Miscellaneous Items – Miscellaneous items shall be removed to the limits shown on the Drawings or required for the proper installation of new work.

3.3 PROCEDURAL REQUIREMENTS

3.3.1 General – Demolition and removal work shall be performed in a neat and workmanlike manner to ensure the safe continuation of utility services within the area, the protection of life and property, coordination with the progress of other work, and the timely disconnection of utility to existing facilities.

3.3.2 Protection – The work under this section shall be performed without damage to retained or newly constructed facilities. Where such items are damaged, the Contractor shall patch, repair, replace, or otherwise restore it to their original conditions at no additional cost to the Owner. The Contractor shall carefully coordinate the work of this section with all other project work and shall construct and maintain shoring, bracing, and supports as required.

3.3.3 Burning – Burning at the project site to dispose of waste materials generated during the Contractor's demolition and removal operations will not be allowed.

3.3.4 Dust Control – Dust resulting from demolition and removal work shall be controlled to prevent its spread and to avoid the creation of a nuisance in the surrounding area. The use of water will not be permitted when it will result in, or create, hazardous or objectionable conditions such as flooding and pollution.

3.3.5 Disposition of Material – Unless otherwise specified, all demolished materials not claimed by the Owner shall be completely removed from the site and disposed of as necessary. The Contractor shall conform to all applicable laws in effect at the same for disposing of demolished materials, equipment and piping. The Contractor shall be responsible for obtaining all the necessary permits, if required, for disposing of demolished materials, equipment, and piping.

3.3.6 Clean up – Debris, rubbish, and other waste materials shall be removed from the project site daily. Said items will not be allowed to accumulate in buildings or on the grounds. Debris, rubbish, and other waste materials shall be removed and transported in such a manner as will prevent spillage on streets or adjacent areas. Local, State, and Federal regulations regarding hauling and disposal will apply to the demolition and work removal performed under this section.

3.3.7 Repair of Openings – The repair of openings left in walls, floors, roofs, or other structures, which are caused by the removal of piping, equipment, or structural renovation shall be patched or repaired to conform with the surrounding area to the satisfaction of the Owner.

END OF SECTION

SECTION 31 10 00 - SITE CLEARING

PART 1. GENERAL

1.1 DESCRIPTION OF WORK

1.1.1 Site clearing work includes, but is not limited to removal of trees and other vegetation as indicated on the drawings, as necessary to construct the improvements.

1.2 PROJECT CONDITIONS

1.2.1 Construction operations are to be limited to the project area only. Trespassing of workers, equipment, or materials onto adjacent properties is strictly prohibited unless specifically permitted by the Contract Documents.

1.2.2 Do not commence site clearing operations until temporary erosion and sedimentation control measures are in place.

1.2.3 Where utilities require adjustments or relocation to construct the Work, and those utilities are shown on the Drawings, relocation or adjustment is a part of the Work and shall be completed at no additional expense to the Owner.

1.2.4 Where utilities require adjustments or relocating to construct the Work, and those utilities are not shown on the Drawings, notify Engineer before proceeding. Relocate or adjust utility as directed.

1.2.5 If utility is damaged by Contractor, notify utility owner and Engineer immediately. Repair or replacement of utilities damaged by Contractor; whether utilities are shown on the drawings or not shown on the drawings; shall be Contractor's expense.

PART 2. PRODUCTS - NOT APPLICABLE TO WORK OF THIS SECTION.

PART 3. EXECUTION

3.1 SITE CLEARING

3.1.1 General: Remove trees, shrubs, grass, palmetto and other vegetation, or obstructions interfering with installation of new construction. Removal includes digging out stumps and roots or other debris. Any costs incurred by the contractor for utility relocations or adjustments shall be reflected in his bid price for clearing and grubbing.

3.1.2 Fill depressions caused by site clearing operations with satisfactory soil material, unless further excavation or earthwork is indicated.

3.1.2.1 Place fill material in horizontal layers not exceeding 8" loose depth and thoroughly compact to a density equal to adjacent original ground.

3.2 VEGETATION REMOVAL

3.2.1 Remove plants, undergrowth, other vegetation, and debris which interfere with construction.

3.3 DISPOSAL OF WASTE MATERIALS

3.3.1 Dispose of surplus soil material, unsuitable topsoil, obstructions, demolished materials and waste materials.

3.3.2 Burying of waste material is not permitted on Owner's property or on project area.

3.3.3 Remove waste materials from project area and dispose of off-site in a legal manner.

END OF SECTION

SECTION 31 20 00 – EARTHWORK

PART 1. GENERAL

1.1 DESCRIPTION OF WORK

1.1.1 Extent of earthwork is indicated on drawings.

1.1.1.1 Excavation required in conjunction with storm drainage systems is included as work of this section.

1.1.1.2 Excavation and installation of stormwater piping and structures and modifications to the existing ditch/swale segments is also included as work of this section.

1.2 DEFINITIONS

1.2.1 Excavation consists of removal of material encountered to subgrade elevations indicated and subsequent disposal of materials removed and/or use of materials removed for fill.

1.2.2 Unauthorized excavation consists of removal of materials beyond indicated subgrade elevations or dimensions without specific direction of Owner or Engineer. Unauthorized excavation, as well as remedial work directed by Owner or Engineer, shall be at Contractor's expense.

1.2.2.1 Backfill and compact unauthorized excavations as specified for authorized excavations of same classification, unless otherwise directed by Owner or Engineer.

1.2.3 Additional Excavation: When excavation has reached required subgrade elevations, notify Owner or Engineer who will make an inspection of conditions.

1.3 QUALITY ASSURANCE

1.3.1 Codes and Standards: Perform excavation work in compliance with applicable requirements of governing authorities having jurisdiction.

1.3.2 Testing and Inspection Service: The Contractor will engage soil testing and inspection service from a qualified agency which the Owner has no reasonable objection for quality control during earthwork operations and bear costs of all tests. Contractor shall bear also costs of failed tests which, in all cases, will require retesting, as aforementioned.

1.4 SUBMITTALS

1.4.1 Test Reports-Excavating: Reports will be directed to the Owner and Engineer from the testing services, with copy to Contractor:

1.4.1.1 Field density and LBR test reports.

1.5 JOB CONDITIONS

1.5.1 Site Information: Historical subsurface investigations on indicated subsurface conditions are not intended as representations or warranties of accuracy or continuity between soil borings. It is expressly

understood that Owner will not be responsible for interpretations or conclusions drawn there from by Contractor. Data are made available for convenience of Contractor.

1.5.2 Additional test borings and other exploratory operations may be made by Contractor at no cost to Owner.

1.5.3 Existing Utilities: Locate existing underground utilities in areas of work. If utilities are to remain in place, provide adequate means of support and protection during earthwork operations.

1.5.4 Should uncharted, or incorrectly charted, piping or other utilities be encountered during excavation, consult utility owner immediately for directions. Cooperate with Owner and utility companies in keeping respective services and facilities in operation. Repair damaged utilities to satisfaction of utility owner.

1.5.5 Do not interrupt existing utilities serving facilities occupied and used by Owner or others, during occupied hours, except when permitted in writing by Owner and then only after acceptable temporary utility services have been provided.

1.5.5.1 Provide minimum of 48-hour notice to Owner, and receive written notice to proceed before interrupting any utility.

1.5.6 Use of Explosives: The use of explosives is not permitted.

1.5.7 Protection of Persons and Property: Barricade open excavations occurring as part of this work and post with warning lights.

1.5.8 Protect utilities, roads and other facilities from damage caused by settlement, lateral movement, undermining, washout, and other hazards created by earthwork operations.

PART 2. PRODUCTS

2.1 SOIL MATERIALS

2.1.1 Definitions:

2.1.1.1 Fill Materials: Use excavated material which is free of debris, waste, vegetation and other deleterious matter.

PART 3. EXECUTION

3.1 EXCAVATION

3.1.1 Excavation is Unclassified, and includes excavation to subgrade elevations indicated, regardless of character of materials and obstructions encountered.

3.2 STABILITY OF EXCAVATIONS

3.2.1 Slope sides of excavations to comply with local codes, ordinances, and requirements of agencies having jurisdiction. Shore and brace where sloping is not possible because of space restrictions or stability of material excavated. Maintain sides and slopes of excavations in safe condition.

3.3 DEWATERING

3.3.1 Prevent surface water and subsurface or ground water from flowing into excavations and from flooding project site and surrounding area.

3.3.1.1 Do not allow water to accumulate during excavations. Provide and maintain pumps, well points, sumps, suction and discharge lines, and other dewatering system components necessary to convey water away from excavations to dewatering catchment sites.

3.3.1.2 The Contractor shall be responsible for acquiring any applicable state and/or local construction dewatering permits prior to beginning this work.

3.4 STORAGE OF EXCAVATED MATERIALS

3.4.1 Stockpile satisfactory excavated materials until required for backfill or fill.

3.4.1.1 Locate and retain soil materials away from edge of excavations.

3.4.1.2 Dispose of excess soil material and waste materials.

3.5 EXCAVATION FOR STRUCTURES

3.5.1 Conform to elevations and dimensions shown within a tolerance of plus or minus 0.10'.

3.6 EXCAVATION FOR INSTALLATION OF PIPE

3.6.1 Excavate to the uniform width and required depth for particular item to be installed, sufficiently wide to provide ample working room.

3.6.2 Excavate as indicated on the drawings.

3.6.3 Grade bottoms of excavations as indicated, notching under pipe bells to provide solid bearing for entire body of pipe.

3.7 BACKFILL AND FILL

3.7.1 General: Place acceptable soil material in layers to required subgrade elevations.

3.8 PLACEMENT AND COMPACTION

3.8.1 Ground Surface Preparation: Remove vegetation, debris, unsatisfactory soil materials, obstructions, and deleterious materials from ground surface prior to placement of fills.

3.8.2 Place backfill and fill materials in layers not more than 12" in loose depth.

3.8.3 Before compaction, moisten or aerate each layer as necessary to provide optimum moisture content. Compact each layer to required percentage of maximum dry density for each area classification. Do not place backfill or fill material on surfaces that are muddy, or on surfaces that exceed optimum moisture plus 5%.

3.8.4 Place backfill and fill materials evenly adjacent to structures and piping to required elevations. Take care to prevent wedging action of backfill against structures or displacement of piping by carrying material uniformly around structure or piping to approximately same elevation in each lift.

3.8.5 Control soil and fill compaction during construction, providing minimum percentage of density specified for each area classification indicated in the construction drawings.

3.8.5.1 Percentage of Maximum Density Requirements: Compact soil to not less than the following percentages of maximum density:

3.8.5.1.1 Structures: Compact top 12" of subgrade and each layer of backfill or fill material at 98% maximum density per AASHTO-T-99.

3.8.5.1.2 Embankment: Compact each layer of fill material at 95% maximum density per AASHTO-T-99.

3.8.5.1.3 Pavement replacement: Compact subgrade and base to 98% maximum density per AASHTO T-180.

3.8.5.2 Moisture Control: Where the layer of soil material must be moisture conditioned before compaction, uniformly apply water to the layer of soil material, to prevent free water appearing on surface during or subsequent to compaction operations.

3.8.5.2.1 Remove and replace, or scarify and air dry, soil material that is too wet to permit compaction to specified density.

3.8.5.2.2 Soil material that has been removed because it is too wet to permit compaction may be stockpiled or spread and allowed to dry. Assist drying by discing, harrowing or pulverizing, until moisture content is reduced to a satisfactory value.

3.9 GRADING

3.9.1 General: Uniformly grade areas within limits of grading under this section, including adjacent transition areas. Smooth finished surface within specified tolerances, compact with uniform levels or slopes between points where elevations are indicated, or between such points and existing grades.

3.9.2 Finish surfaces free from irregular surface changes, and as follows:

3.9.2.1 Lawn or Unpaved Areas: Finish areas to within not more than 0.10' above or below required subgrade elevations as shown on the drawings.

3.9.2.2 Road and Swale Slopes: Shape surface of road and swale areas to line, grade and cross-section, with finish surface not more than 2" above or below required subgrade elevation as shown on the drawings.

3.9.3 Compaction: After grading, compact subgrade surfaces to the depth and indicated percentage of maximum density for each area classification.

3.10 FIELD QUALITY CONTROL

3.10.1 Quality Control Testing During Construction: Allow testing service to inspect and approve subgrades and fill layers before further construction work is performed.

3.10.1.1 Perform field density tests in accordance with ASTM D 1556 or ASTM D2922 and ASTM D3017, as applicable.

3.10.1.2 If in opinion of Owner and/or Engineer, based on testing service reports and inspection, subgrade or fills which have been placed are below specified density, provide additional compaction and testing at no additional expense.

3.11 EROSION CONTROL

3.11.1 Provide and utilize erosion control methods in accordance with requirements of authorities having jurisdiction. Install appropriate turbidity barriers as shown on the drawings or as directed by the Engineer or jurisdictional agency.

3.11.2 Best Management Practices: Best management practices for erosion control shall be implemented and maintained at all times during construction to prevent siltation, and turbid discharges in excess of State water quality standards pursuant to Chapter 17-302; F.A.C. Methods shall include, but are not limited to: the use of staked hay bales; staked filter cloth; sodding, seeding, and mulching; staged construction; and the deployment of turbidity screens around the immediate project site.

3.11.3 Inspection and Maintenance of Erosion Control Devices: The contractor shall be responsible for ensuring that erosion control devices are inspected and maintained daily during all phases of construction authorized by this permit until all areas that were disturbed during construction are sufficiently stabilized to prevent erosion, siltation, and turbid discharges. The following measures shall be taken immediately by the contractor whenever turbidity levels within waters of the State surrounding the project site, exceed State water quality standards established pursuant to chapter 17-302, F.A.C.:

3.11.3.1 Immediately cease all work contributing to the water quality violation.

3.11.3.2 Stabilize all exposed soils contributing to the violation, modify the work procedures that were responsible for the violation, and install more turbidity containment devices and repair any nonfunctioning turbidity containment devices.

3.11.3.3 Notify the Palm Bay office of the St. Johns River Water Management District with 24 hours of the time the violation is first detected.

3.12 MAINTENANCE

3.12.1 Protection of Graded Areas: Protect newly graded areas from traffic and erosion. Keep free of trash and debris.

3.12.2 Repair and re-establish grades in settled, eroded, and rutted areas to specified tolerances.

3.12.3 Reconditioning Compacted Areas: Where completed compacted areas are disturbed by subsequent construction operations or adverse weather; scarify surface, re-shape, and compact to required density prior to further construction.

3.12.4 Settling: Where settling is measurable or observable at excavated areas during general project warranty period, remove surface (if other than soil), add backfill material, compact, and replace surface treatment. Restore appearance, quality, and condition of surface or finish to match adjacent work, and eliminate evidence of restoration to greatest extent possible.

END OF SECTION

SECTION 32 13 13 - CONCRETE SIDEWALKS AND CURBS AND GUTTERS

PART 1. GENERAL

1.1 REFERENCES

1.1.1 The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

1.1.1.1 AMERICAN ASSOCIATION OF STATE HIGHWAY AND TRANSPORTATION OFFICIALS (AASHTO)

1.1.1.1.1 AASHTO 182 Standard Specification for Burlap Cloth Made from Jute or Kenaf and Cotton Mats

1.1.1.2 ASTM INTERNATIONAL (ASTM)

1.1.1.2.1 ASTM A 185 Standard Specification for Steel Welded Wire Reinforcement, Plain, for Concrete

1.1.1.2.2 ASTM A 615 Standard Specification for Deformed and Plain Carbon-Steel Bars for Concrete Reinforcement

1.1.1.2.3 ASTM C 143 Standard Test Method for Slump of Hydraulic-Cement Concrete

1.1.1.2.4 ASTM C 171 Standard Specification for Sheet Materials for Curing Concrete

1.1.1.2.5 ASTM C 172 Standard Practice for Sampling Freshly Mixed Concrete

1.1.1.2.6 ASTM C 173 Standard Test Method for Air Content of Freshly Mixed Concrete by the Volumetric Method

1.1.1.2.7 ASTM C 231 Standard Test Method for Air Content of Freshly Mixed Concrete by the Pressure Method

1.1.1.2.8 ASTM C 309 Standard Specification for Liquid Membrane-Forming Compounds for Curing Concrete

1.1.1.2.9 ASTM C 31 Standard Practice for Making and Curing Concrete Test Specimens in the Field

1.1.1.2.10 ASTM C 920 Standard Specification for Elastomeric Joint Sealants

1.1.1.2.11 ASTM D 1751 Standard Specification for Preformed Expansion Joint Filler for Concrete Paving and Structural Construction (Nonextruding and Resilient Bituminous Types)

1.1.1.2.12 ASTM D 1752 Standard Specification for Preformed Sponge Rubber Cork and Recycled PVC Expansion

1.1.1.2.13 ASTM D 5893 Cold Applied, Single Component, Chemically Curing Silicone Joint Sealant for Portland Cement Concrete Pavements

1.1.1.3 Florida Department of Transportation Standard Specifications for Road and Bridge Construction.

1.2 SUBMITTALS

1.2.1 Product Data: Submit data for proprietary materials and items, including reinforcement and forming accessories, admixtures, waterstops, joint systems, curing compounds, dry-shake finish materials, and others as requested by the Owner/Engineer.

1.2.2 Laboratory Test Reports: Submit laboratory test reports for concrete materials and mix design test.

1.2.3 Materials Certificates: Provide materials certificates in lieu of materials laboratory test reports when permitted by Owner/Engineer. Materials certificates shall be signed by manufacturer and Contractor, certifying that each material item complies with, or exceeds, specified requirements. Provide certification from admixture manufacturers that chloride content complies with specification requirements.

1.3 WEATHER LIMITATIONS

1.3.1 Placing During Cold Weather: Concrete placement shall not take place when the air temperature reaches 40 degrees F and is falling, or is already below that point. Placement may begin when the air temperature reaches 35 degrees F and is rising, or is already above 40 degrees F. Provisions shall be made to protect the concrete from freezing during the specified curing period.

1.3.2 Placing During Warm Weather: The temperature of the concrete; as placed; shall not exceed 85 degrees F except where an approved retarder is used. The mixing water and/or aggregates shall be cooled, if necessary, to maintain a satisfactory placing temperature. The placing temperature shall not exceed 95 degrees F at any time.

1.4 PLANT, EQUIPMENT, MACHINES, AND TOOLS

1.4.1 General Requirements: Plant, equipment, machines, and tools used in the work shall be subject to approval and shall be maintained in a satisfactory working condition at all times. The equipment shall have the capability of producing the required product, meeting grade controls, thickness control and smoothness requirements as specified. Use of the equipment shall be discontinued if it produces unsatisfactory results. The Owner/Engineer shall have access at all times to the plant and equipment to ensure proper operation and compliance with specifications.

1.4.2 Slip Form Equipment: Slip form paver or curb forming machine, will be approved based on trial use on the job and shall be self-propelled, automatically controlled, crawler mounted, and capable of spreading, consolidating, and shaping the plastic concrete to the desired cross section in one pass.

PART 2. PRODUCTS

2.1 CONCRETE

2.1.1 Concrete shall have a minimum compressive strength of 3500 psi, or as indicated on the drawings, whichever is greater, at 28 days. Maximum size of aggregate shall be 1-1/2 inches. Portland Cement shall be ASTM C 150, Type I. Use one brand of cement throughout project, unless otherwise acceptable to Owner/Engineer.

2.1.2 Air Content: Mixtures shall have air content by volume of concrete of 5 to 7 percent, based on measurements made immediately after discharge from the mixer.

2.1.3 Slump: The concrete slump shall be 2 inches plus or minus 1 inch where determined in accordance with ASTM C143.

2.1.4 Reinforcement Steel: Reinforcement bars shall conform to ASTM A 615. Wire mesh reinforcement shall conform to ASTM A 185.

2.2 CONCRETE CURING MATERIALS

2.2.1 Impervious Sheet Materials: Impervious sheet materials shall conform to ASTM C 171, type optional, except that polyethylene film, if used, shall be white opaque.

2.2.2 Burlap: Burlap shall conform to AASHTO M 182.

2.3 CONCRETE PROTECTION MATERIALS

2.3.1 Concrete protection materials shall be a linseed oil mixture of equal parts, by volume, of linseed oil and either mineral spirits, naphtha, or turpentine. At the option of the Contractor, commercially prepared linseed oil mixtures, formulated specifically for application to concrete to provide protection against the action of deicing chemicals may be used, except that emulsified mixtures are not acceptable.

2.4 JOINT FILLER STRIPS

2.4.1 Contraction Joint Filler for Curb and Gutter: Contraction joint filler for curb and gutter shall consist of hard-pressed fiberboard.

2.4.2 Expansion Joint Filler, Premolded: Expansion joint filler, premolded, shall conform to ASTM D 1751 or ASTM D 1752, 1/2 inch thick, unless otherwise indicated.

2.5 JOINT SEALANTS

2.5.1 Joint sealant, cold-applied shall conform to ASTM C 920 or ASTM D 5893.

2.6 FORM WORK

2.6.1 Form work shall be designed and constructed to ensure that the finished concrete will conform accurately to the indicated dimensions, lines, and elevations, and within the tolerances specified. Forms shall be of wood or steel, straight, of sufficient strength to resist springing during depositing and consolidating concrete. Wood forms shall be surfaced plank, 2 inches nominal thickness, straight and free from warp, twist, loose knots, splits or other defects. Wood forms shall have a nominal length of 10 feet. Radius bends may be formed with 3/4 inch boards, laminated to the required thickness. Steel forms shall be channel-formed sections with a flat top surface and with welded braces at each end and at not less than two intermediate points. Ends of steel forms shall be interlocking and self-aligning. Steel forms shall include flexible forms for radius forming, corner forms, form spreaders, and fillers. Steel forms shall have a nominal length of 10 feet with a minimum of 3 welded stake pockets per form. Stake pins shall be solid steel rods with chamfered heads and pointed tips designed for use with steel forms.

2.6.2 Sidewalk Forms: Sidewalk forms shall be of a height equal to the full depth of the finished sidewalk.

2.6.3 Curb and Gutter Forms: Curb and gutter outside forms shall have a height equal to the full depth of the curb or gutter. The inside form of curb shall have batter as indicated and shall be securely fastened to and supported by the outside form. Rigid forms shall be provided for curb returns, except that benders or thin plank forms may be used for curb or curb returns with a radius of 10 feet or more, where grade changes occur in the return, or where the central angle is such that a rigid form with a central angle of 90 degrees cannot be used. Back forms for curb returns may be made of 1-1/2 inch benders, for the full height of the curb, cleated together. In lieu of inside forms for curbs, a curb "mule" may be used for forming and finishing this surface, provided the results are approved.

PART 3. EXECUTION

3.1 SUBGRADE PREPARATION

3.1.1 The subgrade shall be constructed to the specified grade and cross section prior to concrete placement. Subgrade shall be placed and compacted as directed.

3.1.2 Sidewalk Subgrade: The subgrade shall be tested for grade and cross section with a template extending the full width of the sidewalk and supported between side forms.

3.1.3 Curb and Gutter Subgrade: The subgrade shall be tested for grade and cross section by means of a template extending the full width of the curb and gutter. The subgrade shall be of materials equal in bearing quality to the subgrade under the adjacent pavement.

3.1.4 Maintenance of Subgrade: The subgrade shall be maintained in a smooth, compacted condition in conformity with the required section and established grade until the concrete is placed. The subgrade shall be in a moist condition when concrete is placed. The subgrade shall be prepared and protected to produce a subgrade free from frost when the concrete is deposited.

3.2 FORM SETTING

3.2.1 Forms shall be set to the indicated alignment, grade and dimensions. Forms shall be held rigidly in place by a minimum of 3 stakes per form placed at intervals not to exceed 4 feet. Corners, deep sections, and radius bends shall have additional stakes and braces, as required. Clamps, spreaders, and braces shall be used where required to ensure rigidity in the forms. Forms shall be removed without injuring the concrete. Bars or heavy tools shall not be used against the concrete in removing the forms. Any concrete found defective after form removal shall be promptly and satisfactorily repaired. Forms shall be cleaned and coated with form oil each time before concrete is placed. Wood forms may, instead, be thoroughly wetted with water before concrete is placed, except that with probable freezing temperatures, oiling is mandatory.

3.2.2 Sidewalks: Forms for sidewalks shall be set with the upper edge true to line and grade with an allowable tolerance of 1/8 inch in any 10 foot long section. After forms are set, grade and alignment shall be checked with a 10 foot straightedge. Forms shall have a transverse slope as indicated on the drawings. Side forms shall not be removed for 12 hours after finishing has been completed.

3.2.3 Curbs and Gutters: The forms of the front of the curb shall be removed not less than 2 hours nor more than 6 hours after the concrete has been placed. Forms back of curb shall remain in place until the face and top of the curb have been finished, as specified for concrete finishing. Gutter forms shall not be removed while the concrete is sufficiently plastic to slump in any direction.

3.3 SIDEWALK CONCRETE PLACEMENT AND FINISHING

3.3.1 Formed Sidewalks: Concrete shall be placed in the forms in one layer. When consolidated and finished, the sidewalks shall be of the thickness indicated. After concrete has been placed in the forms, a strike-off guided by side forms shall be used to bring the surface to proper section to be compacted. The concrete shall be consolidated with an approved vibrator, and the surface shall be finished to grade with a strike off.

3.3.2 Concrete Finishing: After straight edging, when most of the water sheen has disappeared, and just before the concrete hardens, the surface shall be finished with a wood float or darby to a smooth and uniformly fine granular or sandy texture free of waves, irregularities, or tool marks. A scored surface shall be produced by brooming with a fiber-bristle brush in a direction transverse to that of the traffic, followed by edging.

3.3.3 Edge and Joint Finishing: All slab edges, including those at formed joints, shall be finished with an edger having a radius of 1/8 inch. Transverse joint shall be edged before brooming, and the brooming shall eliminate the flat surface left by the surface face of the edger. Corners and edges which have crumbled and areas which lack sufficient mortar for proper finishing shall be cleaned and filled solidly with a properly proportioned mortar mixture and then finished.

3.3.4 Surface and Thickness Tolerances: Finished surfaces shall not vary more than 5/16 inch from the testing edge of a 10-foot straightedge. Permissible deficiency in section thickness will be up to 1/4 inch.

3.4 CURB AND GUTTER CONCRETE PLACEMENT AND FINISHING

3.4.1 Formed Curb and Gutter: Concrete shall be placed to the section required in a single lift. Consolidation shall be achieved by using approved mechanical vibrators. Curve shaped gutters shall be finished with a standard curb "mule".

3.4.2 Curb and Gutter Finishing: Approved slipformed curb and gutter machines may be used in lieu of hand placement.

3.4.3 Concrete Finishing: Exposed surfaces shall be floated and finished with a smooth wood float until true to grade and section and uniform in texture. Floated surfaces shall then be brushed with a fine-hair brush with longitudinal strokes. The edges of the gutter and top of the curb shall be rounded with an edging tool to a radius of 1/2 inch. Immediately after removing the front curb form, the face of the curb shall be rubbed with a wood or concrete rubbing block and water until blemishes, form marks, and tool marks have been removed. The front curb surface, while still wet, shall be brushed in the same manner as the gutter and curb top. The top surface of gutter and entrance shall be finished to grade with a wood float.

3.4.4 Joint Finishing: Curb edges at formed joints shall be finished as indicated.

3.4.5 Surface and Thickness Tolerances: Finished surfaces shall not vary more than 1/4 inch from the testing edge of a 10-foot straightedge. Permissible deficiency in section thickness will be up to 1/4 inch.

3.5 SIDEWALK JOINTS

3.5.1 Sidewalk joints shall be constructed to divide the surface into rectangular areas. Transverse contraction joints shall be spaced at a distance equal to the sidewalk width or 5 feet on centers, whichever is less, and shall be continuous across the slab. Longitudinal contraction joints shall be constructed along the centerline of all sidewalks 10 feet or more in width. Transverse expansion joints shall be installed at sidewalk returns and opposite expansion joints in adjoining curbs. Where the sidewalk is not in contact with the curb, transverse expansion joints shall be installed as indicated. Expansion joints shall be formed about structures and features which project through or into the sidewalk pavement, using joint filler of the type, thickness, and width indicated. Expansion joints are not required between sidewalks and curb that abut the sidewalk longitudinally.

3.5.2 Sidewalk Contraction Joints: The contraction joints shall be formed in the fresh concrete by cutting a groove in the top portion of the slab to a depth of at least one-fourth of the sidewalk slab thickness, using a jointer to cut the groove, or by sawing a groove in the hardened concrete with a power-driven saw, unless otherwise approved. Sawed joints shall be constructed by sawing a groove in the concrete with a 1/8 inch blade to the depth indicated. An ample supply of saw blades shall be available on the job before concrete placement is started, and at least one standby sawing unit in good working order shall be available at the jobsite at all times during the sawing operations.

3.5.3 Sidewalk Expansion Joints: Expansion joints shall be formed with 1/2 inch joint filler strips. Joint filler in expansion joints surrounding structures and features within the sidewalk may consist of preformed filler material conforming to ASTM D 1752 or building paper. Joint filler shall be held in place with steel pins or other devices to prevent warping of the filler during floating and finishing. Immediately after finishing operations are completed, joint edges shall be rounded with an edging tool having a radius of 1/8 inch, and concrete over the joint filler shall be removed. At the end of the curing period, expansion joints shall be cleaned and filled with cold-applied joint sealant. Joint sealant shall be gray or stone in color. The joint opening shall be thoroughly cleaned before the sealing material is placed. Sealing material shall not be spilled on exposed surfaces of the concrete. Concrete at the joint shall be surface dry and atmospheric and concrete temperatures shall be above 50 degrees F at the time of application of joint sealing material. Excess material on exposed surfaces of the concrete shall be removed immediately and concrete surfaces cleaned.

3.5.4 Reinforcement Steel Placement: Reinforcement steel shall be accurately and securely fastened in place with suitable supports and ties before the concrete is placed.

3.6 CURB AND GUTTER JOINTS

3.6.1 Curb and gutter joints shall be constructed at right angles to the line of curb and gutter.

3.6.2 Contraction Joints: Contraction joints shall be constructed directly opposite contraction joints in abutting portland cement concrete pavements and spaced so that monolithic sections between curb returns will not be less than 15 feet nor greater than 15 feet in length.

3.6.2.1 Contraction joints (except for slip forming) shall be constructed by means of 1/8 inch thick separators and of a section conforming to the cross section of the curb and gutter. Separators shall be removed as soon as practicable after concrete has set sufficiently to preserve the width and shape of the joint and prior to finishing.

3.6.2.2 When slip forming is used, the contraction joints shall be cut in the top portion of the gutter/curb hardened concrete in a continuous cut across the curb and gutter, using a power-driven saw. The depth of cut shall be at least one-fourth of the gutter/curb depth and 1/8 inch in width.

3.6.3 Expansion Joints: Expansion joints shall be formed by means of preformed expansion joint filler material cut and shaped to the cross section of curb and gutter. Expansion joints shall be provided in curb and gutter directly opposite expansion joints of abutting portland cement concrete pavement, and shall be of the same type and thickness as joints in the pavement. Where curb and gutter do not abut portland cement concrete pavement, expansion joints at least 1/2 inch in width shall be provided at intervals not less than 30 feet or greater than 120 feet. Expansion joints shall be provided in nonreinforced concrete gutter at locations indicated. Expansion joints shall be sealed immediately following curing of the concrete or as soon thereafter as weather conditions permit. Expansion joints and the top 1 inch depth of curb and gutter contraction-joints shall be sealed with joint sealant. The joint opening shall be thoroughly cleaned before the sealing material is placed. Sealing material shall not be spilled on exposed surfaces of the concrete. Concrete at the joint shall be surface dry and atmospheric and concrete temperatures shall be above 50 degrees F at the time of application of joint sealing material. Excess material on exposed surfaces of the concrete shall be removed immediately and concrete surfaces cleaned.

3.7 CURING AND PROTECTION

3.7.1 General Requirements: Concrete shall be protected against loss of moisture and rapid temperature changes for at least 7 days from the beginning of the curing operation. Unhardened concrete shall be protected from rain and flowing water. All equipment needed for adequate curing and protection of the concrete shall be on hand and ready for use before actual concrete placement begins. Protection shall be provided as necessary to prevent cracking of the pavement due to temperature changes during the curing period.

3.7.2 Mat Method: The entire exposed surface shall be covered with 2 or more layers of burlap. Mats shall overlap each other at least 6 inches. The mat shall be thoroughly wetted with water prior to placing on concrete surface and shall be kept continuously in a saturated condition and in intimate contact with concrete for not less than 7 days.

3.7.3 Impervious Sheeting Method: The entire exposed surface shall be wetted with a fine spray of water and then covered with impervious sheeting material. Sheets shall be laid directly on the concrete surface with the light-colored side up and overlapped 12 inches when a continuous sheet is not used. The curing medium shall not be less than 18-inches wider than the concrete surface to be cured, and

shall be securely weighted down by heavy wood planks, or a bank of moist earth placed along edges and laps in the sheets. Sheets shall be satisfactorily repaired or replaced if torn or otherwise damaged during curing. The curing medium shall remain on the concrete surface to be cured for not less than 7 days.

3.7.4 Backfilling: After curing, debris shall be removed and the area adjoining the concrete shall be backfilled, graded, and compacted to conform to the surrounding area in accordance with lines and grades indicated.

3.7.5 Protection: Completed concrete shall be protected from damage until accepted. The Contractor shall repair damaged concrete and clean concrete discolored during construction. Concrete that is damaged shall be removed and reconstructed for the entire length between regularly scheduled joints. Refinishing the damaged portion will not be acceptable. Removed damaged portions shall be disposed of as directed.

3.8 FIELD QUALITY CONTROL

3.8.1 General Requirements: The Contractor shall perform the inspection and tests described and meet the specified requirements for inspection details and frequency of testing. Based upon the results of these inspections and tests, the Contractor shall take the action and submit reports as required below, and any additional tests to insure that the requirements of these specifications are met.

3.8.2 Concrete Testing

3.8.2.1 Strength Testing: The Contractor shall provide molded concrete specimens for strength tests. Samples of concrete placed each day shall be taken not less than once a day or less than once for every 100 cubic yards of concrete. The samples for strength tests shall be taken in accordance with ASTM C 172.

3.8.2.2 Cylinders for acceptance shall be molded in conformance with ASTM C 31 by an approved testing laboratory. Each strength test result shall be the average of 2 test cylinders from the same concrete sample tested at 28 days, unless otherwise specified or approved. Concrete specified on the basis of compressive strength will be considered satisfactory if the averages of all sets of three consecutive strength test results equal or exceed the specified strength, and no individual strength test result falls below the specified strength by more than 500 psi.

3.8.2.3 Air Content: Air content shall be determined in accordance with ASTM C 173 or ASTM C 231. ASTM C 231 shall be used with concretes and mortars made with relatively dense natural aggregates. Two tests for air content shall be made on randomly selected batches of each class of concrete placed during each shift. Additional tests shall be made when excessive variation in concrete workability is reported by the placing foreman or the Owner/Engineer. If results are out of tolerance, the placing foreman shall be notified and he shall take appropriate action to have the air content corrected at the plant. Additional tests for air content will be performed on each truckload of material until such time as the air content is within the tolerance specified.

3.8.2.4 Slump Test: Two slump tests shall be made on randomly selected batches of each class of concrete for every 100 cubic yards, or fraction thereof, of concrete placed during each shift. Additional

tests shall be performed when excessive variation in the workability of the concrete is noted or when excessive crumbling or slumping is noted along the edges of slip-formed concrete.

3.8.2.5 Thickness Evaluation: The anticipated thickness of the concrete shall be determined prior to placement by passing a template through the formed section or by measuring the depth of opening of the extrusion template of the curb forming machine. If a slip form paver is used for sidewalk placement, the subgrade shall be true to grade prior to concrete placement and the thickness will be determined by measuring each edge of the completed slab.

3.8.2.6 Surface Evaluation: The finished surface of each category of the completed work shall be uniform in color and free of blemishes and form or tool marks.

3.9 SURFACE DEFICIENCIES AND CORRECTIONS

3.9.1 Thickness Deficiency: When measurements indicate that the completed concrete section is deficient in thickness by more than 1/4 inch the deficient section will be removed, between regularly scheduled joints, and replaced.

3.9.2 High Areas: In areas not meeting surface smoothness and plan grade requirements, high areas shall be reduced either by rubbing the freshly finished concrete with carborundum brick and water when the concrete is less than 36 hours old or by grinding the hardened concrete with an approved surface grinding machine after the concrete is 36 hours old or more. The area corrected by grinding the surface of the hardened concrete shall not exceed 5 percent of the area of any integral slab, and the depth of grinding shall not exceed 1/4 inch. Pavement areas requiring grade or surface smoothness corrections in excess of the limits specified above shall be removed and replaced.

3.9.3 Appearance: Exposed surfaces of the finished work will be inspected by the Owner/Engineer and any deficiencies in appearance will be identified. Areas which exhibit excessive cracking, discoloration, form marks, or tool marks or which are otherwise inconsistent with the overall appearances of the work shall be removed and replaced.

END OF SECTION

SECTION 32 14 00 - ASPHALT CONCRETE PAVING

PART 1. GENERAL

1.1 RELATED DOCUMENTS

1.1.1 Drawings and general provisions of Contract apply to work of this Section.

1.1.2 Applicable Sections of the Florida Department of Transportation Standard Specifications for Road and Bridge Construction, latest edition apply to this section as indicated.

1.2 DESCRIPTION OF WORK

1.2.1 Work consists of construction of asphalt pavement for driveways and roadway within the right of way.

1.3 SUBMITTALS

1.3.1 Material Certificates signed by material producer and Contractor certifying that each material item complies with or exceeds specified requirements.

1.4 MATERIALS, SITE PREPARATION, EQUIPMENT, CONSTRUCTION PROCEDURES, AND TESTING METHODS

1.4.1 Construction of paved areas will be in accordance with construction plans, Brevard County Public Works Standards and the following sections of the Florida Department of Transportation Specifications Manual for Road and Bridge Construction, latest edition:

Concrete Pavement - Sections 346- 350 and related sections

Stabilized Subgrade - Section 160 and related sections

Limerock Base - Section 200 and related sections

Shell Base - Section 285 and related sections

Prime Coats for Base Course - Section 300 and related sections

Superpave Asphalt Concrete - Section 334 and related sections

Painted Pavement Markings - Section 710 and related sections

General Construction Requirements - Section 330 and related sections

1.5 CLEAN-UP

1.5.1 Clean-up is an essential part of the work. As the work progresses and is completed, the contractor shall clean the site of all construction operations to the satisfaction of the Engineer and the Owner. This clean-up shall be done as promptly as practicable and shall not be left until the end of the construction period.

1.6 RECORD SURVEY

1.6.1 After Pavement Construction is complete, the Contractor will provide the Owner a minimum of 4 sets of signed sealed record survey (by Registered Land Surveyor in the State of Florida) drawings and AutoCAD *.dwg file documenting as-built pavement elevations. Stormwater management structures will be included in the survey as indicated in the Storm Drainage Systems Section of Division 33.

END OF SECTION

SECTION 32 17 23 - PAVEMENT MARKING

PART 1. GENERAL

1.1 RELATED DOCUMENTS

1.1.1 Drawings and general provisions of Contract, apply to work of this section. Applicable sections of the Florida Department of Transportation Standard Specifications for Road and Bridge Construction, latest edition, apply to this section as indicated.

1.2 DELIVERY AND STORAGE

1.2.1 Deliver: Deliver materials in original sealed containers labeled with manufacturer's name and directions, color, and date of manufacture.

1.2.2 Store: Store materials at temperatures specified by the manufacturer.

1.3 ENVIRONMENTAL CONDITIONS

1.3.1 Apply paint only when weather conditions and pavement temperatures meet the requirements stated in the paint manufacturer's printed instructions.

PART 2. PRODUCTS

2.1 PAINT FOR ROADS AND STREETS

2.1.1 Painted Traffic Stripes and Thermoplastic Marking materials will be in accordance with construction plans, Brevard County Public Works Standards the Florida Department of Transportation Specifications Manual for Road and Bridge Construction, Section 971, latest edition.

PART 3. EXECUTION

3.1 SURFACE PREPARATION AND APPLICATION

3.1.1 Application of pavement markings will be in accordance with construction plans, Brevard County Public Works Standards and the following sections of the Florida Department of Transportation Specifications Manual for Road and Bridge Construction, latest edition:

3.1.1.1 Paint: Section 710 and related sections.

3.1.1.2 Thermoplastic: Section 711 and related sections.

3.2 TRAFFIC CONTROL AND PROTECTION

3.2.1 Place warning signs near the beginning of the work and well ahead of the work to alert approaching traffic from both directions. Place small markers along newly painted lines to control traffic and prevent damage to newly painted surfaces. Mark painting equipment with large warning signs indicating slow-moving painting equipment in operation.

END OF SECTION

SECTION 33 41 00 - STORM DRAINAGE SYSTEMS

PART 1. GENERAL

1.1 DESCRIPTION OF WORK

1.1.1 Extent of storm drainage systems work is indicated on drawings and schedules, and by requirements of this section.

1.1.2 Refer to Division-31 section "Earthwork" for excavation and backfill required for storm drainage systems; not work of this section.

1.2 QUALITY ASSURANCE

1.2.1 Manufacturer's Qualifications: Firms regularly engaged in manufacture of storm drainage system's products of types, materials, and sizes required, whose products have been in satisfactory use in similar service for not less than 5 years.

1.2.2 Installer's Qualifications: Firm with at least 3 years of successful installation experience on projects with storm drainage work similar to that required for project.

1.2.3 Codes and Standards:

1.2.3.1 Environmental Compliance: Comply with applicable portions of local Environmental Agency regulations pertaining to storm drainage systems.

1.3 SUBMITTALS

1.3.1 Product Data: Submit manufacturer's technical product data and installation instructions for storm drainage system materials and products.

1.3.2 Shop Drawings: Submit shop drawings for storm drainage systems, showing piping materials, size, locations, and inverts.

1.3.3 As-Built Drawings: At project closeout, the Contractor shall submit as-built drawings of the installed storm drainage systems in accordance with the following criteria:

1.3.3.1 New stormwater management system and swale construction: Perform survey cross-sections at 25' intervals.

1.3.3.2 Storm drainage pipes, inlets, manholes, and associated appurtenances: Provide sufficient survey data to verify compliance to design drawings, including as applicable: station and offset location for structures; pipe sizes, lengths and inverts; top and toe elevations for ditch weir structure; top of inlet grate, top of skimmer, inlet weir and/or orifice sizes and elevations; and any other pertinent locations, dimensions and elevations associated with the designed storm drainage system(s), as applicable.

PART 2. PRODUCTS

2.1 PIPES AND PIPE FITTINGS

2.1.1 General: Provide pipes of the weight/class indicated. Provide pipe fittings and accessories of same material and weight/class as pipes, with joining method as indicated.

2.1.2 Reinforced Concrete Pipe: Round concrete pipe shall meet the design requirements of ASTM C76, Class III, with modified tongue-and-groove compression-gasket joints.

2.1.3 Modified tongue-and-groove joint compression-gasket shall be chloroprene and shall conform to ASTM C 443.

2.1.4 Elliptical concrete pipe shall conform with the requirements of ASTM C 507, and shall meet the requirements of Table I for Class HE-III. Cold adhesive preformed plastic gaskets shall be of a material, shape and size so as to effect a permanent water tight seal in joints of elliptical concrete pipe, with a minimum of two pieces of gasket material shall be used in each joint.

2.2 STRUCTURES AND MANHOLES

2.2.1 Precast Reinforced Concrete Manholes: Manholes shall conform to the requirements of ASTM C478.

2.2.2 Manholes shall consist of a base unit, riser units with necessary openings for sewer pipe and concentric cones or flat lids providing the support for the manhole frame and cover. The base unit shall consist of a monolithically poured base and bottom-ring section. Lifting holes through the structure shall not be permitted.

2.2.3 Manhole Frames and Covers: Manhole frames and covers shall be gray cast iron, shall be free from cracks, holes and cold shuts, and shall conform to Federal Specification QQ-I-65a for gray iron castings. Frames and covers shall conform to the details shown on the drawings and shall be coated with coal tar pitch varnish. Bearing surfaces shall be machined to provide even bearing surfacing or shall have a nonrocking feature.

2.2.4 Catch Basins: Catch basins shall conform to the form and dimensions and be constructed of the materials shown on the State of Florida Department of Transportation Standard or on the standard plans whichever is specified.

2.2.5 Precast units shall conform to the requirements of ASTM C478 and to the form and dimensions called for on the plans.

2.2.6 Catch Basin Frames and Grates: Cast iron frames and grates shall be gray cast iron conforming to ASTM A48, shall be free of cracks, holes and shuts, and shall conform to the details shown on the plans or as specified. Bearing surfaces shall be machined to provide an even nonrocking bearing surface.

2.2.7 Gratings and frames fabricated from structural steel shall be galvanized in accordance with the requirements of ASTM A123 or shall be painted with two coats of prime meeting the requirements of 971-8 (F.D.O.T. Standard Specifications for Road and Bridge Construction 2013) followed by one coat of material meeting the requirements of Federal Specification TT-E-489, Class A Black. All paint may be thoroughly dry before the succeeding coat is applied. These requirements do not apply when A-588 steel is used.

2.2.8 Headwalls and other Concrete Structures: Headwalls and other concrete structures shall be constructed with 3000 PSI concrete unless otherwise specified.

PART 3. EXECUTION

3.1 EXCAVATION AND BACKFILL

3.1.1 Trench: Trench width shall be kept to a minimum necessary for installation of the pipe. The trench bottom shall be graded uniformly to match the outside of the pipe.

3.1.2 Well pointing: Construction shall be accomplished in a dry trench. Well pointing or other approved method of dewatering shall be carried out to maintain a dry trench.

3.1.3 Sheeting and Shoring shall be installed as may be necessary for the protection of the work, preservation of adjacent property and structures, and the safety of employees.

3.1.4 Pipe Laying: Pipe laying shall proceed upgrade with the spigot ends of the pipe pointing in the direction of flow. Each pipe shall be laid true to line and grade so as to form a close concentric joint with the adjoining pipe, preventing offsets in the flow line. As the work progresses, the interior of the pipe shall be cleaned of all dirt and superfluous materials. In addition, pipe shall be laid either on a prepared bed of undisturbed earth in the bottom of the trench, shaped as required to fit the pipe or upon a layer of properly placed bedding material. The requirements for pipe bedding vary with the type of pipe to be installed and these requirements are set forth in other applicable paragraphs or on the plans.

3.1.5 Manholes and Catch Basins: Precast base shall be placed or base shall be cast in place on undisturbed soil, or it shall be installed on approved bedding. Installation will be at the locations and to the grades shown on the plans before the pipe is laid to or away from the manhole or catch basin.

3.1.6 All manholes and catch basins shall be constructed so that the top shall be set between 5-1/2 inches and 14-1/2 inches below the bottom of the frame. It is the intent of the Specifications to provide a minimum of 2-1/2 inches to accommodate future grade changes without disturbing the manhole or catch basin.

3.1.7 On precast units the annular space between the pipe and the opening in the unit shall be grouted with portland cement mortar containing an approved additive to insure a watertight joint.

3.1.8 Frames shall be centered over the opening, raised and tilted as necessary to meet the roadway or finish grade by the use of brick shims and set in a full bed of mortar. Any cover or grating which rocks in its frame upon installation will not be accepted.

3.1.9 Headwalls and other concrete structures shall be constructed to the form and dimensions shown on the plans or specified.

3.1.10 Ditches and swales shall be constructed at the locations and to the cross-section, lines and grade shown on the plans or specified.

END OF SECTION

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SECTION 02 41 19 – SELECTIVE DEMOLITION

PART 1. GENERAL

1.1 RELATED DOCUMENTS

1.1.1 Drawings and general provisions of the Contract apply to this Section.

1.1.2 Section 327 Milling of Existing Asphalt Pavement of the Florida Department of Transportation (FDOT) Standard Specifications for Road and Bridge Construction, latest edition, apply to this section as indicated.

1.2 DESCRIPTION OF REQUIREMENTS

1.2.1 The Contractor shall provide all materials, tools, equipment, and labor to demolish or remove the concrete, paved surfaces, utilities, piping, and other miscellaneous items as shown on the Drawings, specified herein, or required to permit the timely and orderly construction of the improvements.

1.2.2 The Contractor is expected to have satisfied himself as to the scope of the demolition and removals and the conditions under which he will operate, including obstructions or miscellaneous conditions that will in any manner affect his performance and ability to carry out the work. No allowance will subsequently be made on behalf of the Contractor for any error on his part. Later claims for labor, equipment, materials, or for other difficulties encountered which could have been foreseen had such an investigation been made, will not be accepted.

1.3 RELATED WORK

1.3.1 DIVISION 31 – EARTHWORK

1.3.2 DIVISION 32 – EXTERIOR IMPROVEMENTS

1.4 SUBMITTALS

1.4.1 The procedures proposed for the accomplishment of the work shall be submitted to the Engineer for review. The procedures shall provide for the safety and welfare of workers and adjoin residents and the public, continuation of utility services, the protection of life and property, coordination with the progress of other work, and the timely disconnection of utility services to existing facilities. The submittals shall include a detailed description of the methods and equipment to be used for each operation and the sequence of operations.

PART 2. PRODUCTS - NOT APPLICABLE TO THIS SECTION.

PART 3. EXECUTION

3.1 SCHEDULING

3.1.1 The Contractor shall not perform demolition and removal work until he has received written authorization to proceed from the Owner. Said notification will be limited to specific tasks, and the Contractor will be obligated to obtain such written authorization to proceed at various times during the project.

3.1.2 All work shall be accomplished in a manner consistent with the requirement that all existing utilities will be maintained. The Contractor shall conduct the scheduling of demolition work so that interference with the other operations is minimal. The Contractor shall obtain approval of the Owner prior to demolition of any existing equipment, facility, utility, or structure.

3.2 LIMITS OF THE WORK

3.2.1 General – Demolition and removal work shall be performed in a neat and workmanlike manner to the limits indicated or specified or to the maximum extent necessary for the proper installation of new work.

3.2.2 Structures – The demolition shall include but not be solely limited to concrete headwall structures, and appurtenances specified herein.

3.2.3 Utilities and Piping – Site utilities and yard piping shall be removed to the limits shown on the Drawings or required for the proper installation of new work. All piping to be abandoned shall either be totally removed or have ends permanently plugged with a minimum of 12 inches of concrete. Where existing piping is to be removed from an existing structure or building, all piping penetrations not reused for new piping shall be permanently plugged flush with the existing wall surface. No abandoned piping shall be left protruding into any structure or building.

3.2.4 Pavement Milling and Concrete Removal – milling and concrete items shall be removed to the limits shown on the Drawings or required for the proper installation of new work.

3.2.5 Miscellaneous Items – Miscellaneous items shall be removed to the limits shown on the Drawings or required for the proper installation of new work.

3.3 PROCEDURAL REQUIREMENTS

3.3.1 General – Demolition and removal work shall be performed in a neat and workmanlike manner to ensure the safe continuation of utility services within the area, the protection of life and property, coordination with the progress of other work, and the timely disconnection of utility to existing facilities.

3.3.2 Protection – The work under this section shall be performed without damage to retained or newly constructed facilities. Where such items are damaged, the Contractor shall patch, repair, replace, or otherwise restore it to their original conditions at no additional cost to the Owner. The Contractor shall carefully coordinate the work of this section with all other project work and shall construct and maintain shoring, bracing, and supports as required.

3.3.3 Burning – Burning at the project site to dispose of waste materials generated during the Contractor's demolition and removal operations will not be allowed.

3.3.4 Dust Control – Dust resulting from demolition and removal work shall be controlled to prevent its spread and to avoid the creation of a nuisance in the surrounding area. The use of water will not be permitted when it will result in, or create, hazardous or objectionable conditions such as flooding and pollution.

3.3.5 Disposition of Material – Unless otherwise specified, all demolished materials not claimed by the Owner shall be completely removed from the site and disposed of as necessary. The Contractor shall conform to all applicable laws in effect at the same for disposing of demolished materials, equipment and piping. The Contractor shall be responsible for obtaining all the necessary permits, if required, for disposing of demolished materials, equipment, and piping.

3.3.6 Clean up – Debris, rubbish, and other waste materials shall be removed from the project site daily. Said items will not be allowed to accumulate in buildings or on the grounds. Debris, rubbish, and other waste materials shall be removed and transported in such a manner as will prevent spillage on streets or adjacent areas. Local, State, and Federal regulations regarding hauling and disposal will apply to the demolition and work removal performed under this section.

3.3.7 Repair of Openings – The repair of openings left in walls, floors, roofs, or other structures, which are caused by the removal of piping, equipment, or structural renovation shall be patched or repaired to conform with the surrounding area to the satisfaction of the Owner.

END OF SECTION

SECTION 31 10 00 - SITE CLEARING

PART 1. GENERAL

1.1 DESCRIPTION OF WORK

1.1.1 Site clearing work includes, but is not limited to removal of trees and other vegetation as indicated on the drawings, as necessary to construct the improvements.

1.2 PROJECT CONDITIONS

1.2.1 Construction operations are to be limited to the project area only. Trespassing of workers, equipment, or materials onto adjacent properties is strictly prohibited unless specifically permitted by the Contract Documents.

1.2.2 Do not commence site clearing operations until temporary erosion and sedimentation control measures are in place.

1.2.3 Where utilities require adjustments or relocation to construct the Work, and those utilities are shown on the Drawings, relocation or adjustment is a part of the Work and shall be completed at no additional expense to the Owner.

1.2.4 Where utilities require adjustments or relocating to construct the Work, and those utilities are not shown on the Drawings, notify Engineer before proceeding. Relocate or adjust utility as directed.

1.2.5 If utility is damaged by Contractor, notify utility owner and Engineer immediately. Repair or replacement of utilities damaged by Contractor; whether utilities are shown on the drawings or not shown on the drawings; shall be Contractor's expense.

PART 2. PRODUCTS - NOT APPLICABLE TO WORK OF THIS SECTION.

PART 3. EXECUTION

3.1 SITE CLEARING

3.1.1 General: Remove trees, shrubs, grass, palmetto and other vegetation, or obstructions interfering with installation of new construction. Removal includes digging out stumps and roots or other debris. Any costs incurred by the contractor for utility relocations or adjustments shall be reflected in his bid price for clearing and grubbing.

3.1.2 Fill depressions caused by site clearing operations with satisfactory soil material, unless further excavation or earthwork is indicated.

3.1.2.1 Place fill material in horizontal layers not exceeding 8" loose depth and thoroughly compact to a density equal to adjacent original ground.

3.2 VEGETATION REMOVAL

3.2.1 Remove plants, undergrowth, other vegetation, and debris which interfere with construction.

3.3 DISPOSAL OF WASTE MATERIALS

3.3.1 Dispose of surplus soil material, unsuitable topsoil, obstructions, demolished materials and waste materials.

3.3.2 Burying of waste material is not permitted on Owner's property or on project area.

3.3.3 Remove waste materials from project area and dispose of off-site in a legal manner.

END OF SECTION

SECTION 31 20 00 – EARTHWORK

PART 1. GENERAL

1.1 DESCRIPTION OF WORK

1.1.1 Extent of earthwork is indicated on drawings.

1.1.1.1 Excavation required in conjunction with storm drainage systems is included as work of this section.

1.1.1.2 Excavation and installation of stormwater piping and structures and modifications to the existing ditch/swale segments is also included as work of this section.

1.2 DEFINITIONS

1.2.1 Excavation consists of removal of material encountered to subgrade elevations indicated and subsequent disposal of materials removed and/or use of materials removed for fill.

1.2.2 Unauthorized excavation consists of removal of materials beyond indicated subgrade elevations or dimensions without specific direction of Owner or Engineer. Unauthorized excavation, as well as remedial work directed by Owner or Engineer, shall be at Contractor's expense.

1.2.2.1 Backfill and compact unauthorized excavations as specified for authorized excavations of same classification, unless otherwise directed by Owner or Engineer.

1.2.3 Additional Excavation: When excavation has reached required subgrade elevations, notify Owner or Engineer who will make an inspection of conditions.

1.3 QUALITY ASSURANCE

1.3.1 Codes and Standards: Perform excavation work in compliance with applicable requirements of governing authorities having jurisdiction.

1.3.2 Testing and Inspection Service: The Contractor will engage soil testing and inspection service from a qualified agency which the Owner has no reasonable objection for quality control during earthwork operations and bear costs of all tests. Contractor shall bear also costs of failed tests which, in all cases, will require retesting, as aforementioned.

1.4 SUBMITTALS

1.4.1 Test Reports-Excavating: Reports will be directed to the Owner and Engineer from the testing services, with copy to Contractor:

1.4.1.1 Field density and LBR test reports.

1.5 JOB CONDITIONS

1.5.1 Site Information: Historical subsurface investigations on indicated subsurface conditions are not intended as representations or warranties of accuracy or continuity between soil borings. It is

expressly understood that Owner will not be responsible for interpretations or conclusions drawn there from by Contractor. Data are made available for convenience of Contractor.

1.5.2 Additional test borings and other exploratory operations may be made by Contractor at no cost to Owner.

1.5.3 Existing Utilities: Locate existing underground utilities in areas of work. If utilities are to remain in place, provide adequate means of support and protection during earthwork operations.

1.5.4 Should uncharted, or incorrectly charted, piping or other utilities be encountered during excavation, consult utility owner immediately for directions. Cooperate with Owner and utility companies in keeping respective services and facilities in operation. Repair damaged utilities to satisfaction of utility owner.

1.5.5 Do not interrupt existing utilities serving facilities occupied and used by Owner or others, during occupied hours, except when permitted in writing by Owner and then only after acceptable temporary utility services have been provided.

1.5.5.1 Provide minimum of 48-hour notice to Owner, and receive written notice to proceed before interrupting any utility.

1.5.6 Use of Explosives: The use of explosives is not permitted.

1.5.7 Protection of Persons and Property: Barricade open excavations occurring as part of this work and post with warning lights.

1.5.8 Protect utilities, roads and other facilities from damage caused by settlement, lateral movement, undermining, washout, and other hazards created by earthwork operations.

PART 2. PRODUCTS

2.1 SOIL MATERIALS

2.1.1 Definitions:

2.1.1.1 Fill Materials: Use excavated material which is free of debris, waste, vegetation and other deleterious matter.

PART 3. EXECUTION

3.1 EXCAVATION

3.1.1 Excavation is Unclassified, and includes excavation to subgrade elevations indicated, regardless of character of materials and obstructions encountered.

3.2 STABILITY OF EXCAVATIONS

3.2.1 Slope sides of excavations to comply with local codes, ordinances, and requirements of agencies having jurisdiction. Shore and brace where sloping is not possible because of space restrictions or stability of material excavated. Maintain sides and slopes of excavations in safe condition.

3.3 DEWATERING

3.3.1 Prevent surface water and subsurface or ground water from flowing into excavations and from flooding project site and surrounding area.

3.3.1.1 Do not allow water to accumulate during excavations. Provide and maintain pumps, well points, sumps, suction and discharge lines, and other dewatering system components necessary to convey water away from excavations to dewatering catchment sites.

3.3.1.2 The Contractor shall be responsible for acquiring any applicable state and/or local construction dewatering permits prior to beginning this work.

3.4 STORAGE OF EXCAVATED MATERIALS

3.4.1 Stockpile satisfactory excavated materials until required for backfill or fill.

3.4.1.1 Locate and retain soil materials away from edge of excavations.

3.4.1.2 Dispose of excess soil material and waste materials.

3.5 EXCAVATION FOR STRUCTURES

3.5.1 Conform to elevations and dimensions shown within a tolerance of plus or minus 0.10'.

3.6 EXCAVATION FOR INSTALLATION OF PIPE

3.6.1 Excavate to the uniform width and required depth for particular item to be installed, sufficiently wide to provide ample working room.

3.6.2 Excavate as indicated on the drawings.

3.6.3 Grade bottoms of excavations as indicated, notching under pipe bells to provide solid bearing for entire body of pipe.

3.7 BACKFILL AND FILL

3.7.1 General: Place acceptable soil material in layers to required subgrade elevations.

3.8 PLACEMENT AND COMPACTION

3.8.1 Ground Surface Preparation: Remove vegetation, debris, unsatisfactory soil materials, obstructions, and deleterious materials from ground surface prior to placement of fills.

3.8.2 Place backfill and fill materials in layers not more than 12" in loose depth.

3.8.3 Before compaction, moisten or aerate each layer as necessary to provide optimum moisture content. Compact each layer to required percentage of maximum dry density for each area classification. Do not place backfill or fill material on surfaces that are muddy, or on surfaces that exceed optimum moisture plus 5%.

3.8.4 Place backfill and fill materials evenly adjacent to structures and piping to required elevations. Take care to prevent wedging action of backfill against structures or displacement of piping by carrying material uniformly around structure or piping to approximately same elevation in each lift.

3.8.5 Control soil and fill compaction during construction, providing minimum percentage of density specified for each area classification indicated in the construction drawings.

3.8.5.1 Percentage of Maximum Density Requirements: Compact soil to not less than the following percentages of maximum density:

3.8.5.1.1 Structures: Compact top 12" of subgrade and each layer of backfill or fill material at 98% maximum density per AASHTO-T-99.

3.8.5.1.2 Embankment: Compact each layer of fill material at 95% maximum density per AASHTO-T-99.

3.8.5.1.3 Pavement replacement: Compact subgrade and base to 98% maximum density per AASHTO T-180.

3.8.5.2 Moisture Control: Where the layer of soil material must be moisture conditioned before compaction, uniformly apply water to the layer of soil material, to prevent free water appearing on surface during or subsequent to compaction operations.

3.8.5.2.1 Remove and replace, or scarify and air dry, soil material that is too wet to permit compaction to specified density.

3.8.5.2.2 Soil material that has been removed because it is too wet to permit compaction may be stockpiled or spread and allowed to dry. Assist drying by discing, harrowing or pulverizing, until moisture content is reduced to a satisfactory value.

3.9 GRADING

3.9.1 General: Uniformly grade areas within limits of grading under this section, including adjacent transition areas. Smooth finished surface within specified tolerances, compact with uniform levels or slopes between points where elevations are indicated, or between such points and existing grades.

3.9.2 Finish surfaces free from irregular surface changes, and as follows:

3.9.2.1 Lawn or Unpaved Areas: Finish areas to within not more than 0.10' above or below required subgrade elevations as shown on the drawings.

3.9.2.2 Road and Swale Slopes: Shape surface of road and swale areas to line, grade and cross-section, with finish surface not more than 2" above or below required subgrade elevation as shown on the drawings.

3.9.3 Compaction: After grading, compact subgrade surfaces to the depth and indicated percentage of maximum density for each area classification.

3.10 FIELD QUALITY CONTROL

3.10.1 Quality Control Testing During Construction: Allow testing service to inspect and approve subgrades and fill layers before further construction work is performed.

3.10.1.1 Perform field density tests in accordance with ASTM D 1556 or ASTM D2922 and ASTM D3017, as applicable.

3.10.1.2 If in opinion of Owner and/or Engineer, based on testing service reports and inspection, subgrade or fills which have been placed are below specified density, provide additional compaction and testing at no additional expense.

3.11 EROSION CONTROL

3.11.1 Provide and utilize erosion control methods in accordance with requirements of authorities having jurisdiction. Install appropriate turbidity barriers as shown on the drawings or as directed by the Engineer or jurisdictional agency.

3.11.2 Best Management Practices: Best management practices for erosion control shall be implemented and maintained at all times during construction to prevent siltation, and turbid discharges in excess of State water quality standards pursuant to Chapter 17-302; F.A.C. Methods shall include, but are not limited to: the use of staked hay bales; staked filter cloth; sodding, seeding, and mulching; staged construction; and the deployment of turbidity screens around the immediate project site.

3.11.3 Inspection and Maintenance of Erosion Control Devices: The contractor shall be responsible for ensuring that erosion control devices are inspected and maintained daily during all phases of construction authorized by this permit until all areas that were disturbed during construction are sufficiently stabilized to prevent erosion, siltation, and turbid discharges. The following measures shall be taken immediately by the contractor whenever turbidity levels within waters of the State surrounding the project site, exceed State water quality standards established pursuant to chapter 17-302, F.A.C.:

3.11.3.1 Immediately cease all work contributing to the water quality violation.

3.11.3.2 Stabilize all exposed soils contributing to the violation, modify the work procedures that were responsible for the violation, and install more turbidity containment devices and repair any nonfunctioning turbidity containment devices.

3.11.3.3 Notify the Palm Bay office of the St. Johns River Water Management District with 24 hours of the time the violation is first detected.

3.12 MAINTENANCE

3.12.1 Protection of Graded Areas: Protect newly graded areas from traffic and erosion. Keep free of trash and debris.

3.12.2 Repair and re-establish grades in settled, eroded, and rutted areas to specified tolerances.

3.12.3 Reconditioning Compacted Areas: Where completed compacted areas are disturbed by subsequent construction operations or adverse weather; scarify surface, re-shape, and compact to required density prior to further construction.

3.12.4 Settling: Where settling is measurable or observable at excavated areas during general project warranty period, remove surface (if other than soil), add backfill material, compact, and replace surface treatment. Restore appearance, quality, and condition of surface or finish to match adjacent work, and eliminate evidence of restoration to greatest extent possible.

END OF SECTION

SECTION 32 13 13 - CONCRETE SIDEWALKS AND CURBS AND GUTTERS

PART 1. GENERAL

1.1 REFERENCES

1.1.1 The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

1.1.1.1 AMERICAN ASSOCIATION OF STATE HIGHWAY AND TRANSPORTATION OFFICIALS (AASHTO)

1.1.1.1.1 AASHTO 182 Standard Specification for Burlap Cloth Made from Jute or Kenaf and Cotton Mats

1.1.1.2 ASTM INTERNATIONAL (ASTM)

1.1.1.2.1 ASTM A 185 Standard Specification for Steel Welded Wire Reinforcement, Plain, for Concrete

1.1.1.2.2 ASTM A 615 Standard Specification for Deformed and Plain Carbon-Steel Bars for Concrete Reinforcement

1.1.1.2.3 ASTM C 143 Standard Test Method for Slump of Hydraulic-Cement Concrete

1.1.1.2.4 ASTM C 171 Standard Specification for Sheet Materials for Curing Concrete

1.1.1.2.5 ASTM C 172 Standard Practice for Sampling Freshly Mixed Concrete

1.1.1.2.6 ASTM C 173 Standard Test Method for Air Content of Freshly Mixed Concrete by the Volumetric Method

1.1.1.2.7 ASTM C 231 Standard Test Method for Air Content of Freshly Mixed Concrete by the Pressure Method

1.1.1.2.8 ASTM C 309 Standard Specification for Liquid Membrane-Forming Compounds for Curing Concrete

1.1.1.2.9 ASTM C 31 Standard Practice for Making and Curing Concrete Test Specimens in the Field

1.1.1.2.10 ASTM C 920 Standard Specification for Elastomeric Joint Sealants

1.1.1.2.11 ASTM D 1751 Standard Specification for Preformed Expansion Joint Filler for Concrete Paving and Structural Construction (Nonextruding and Resilient Bituminous Types)

1.1.1.2.12 ASTM D 1752 Standard Specification for Preformed Sponge Rubber Cork and Recycled PVC Expansion

1.1.1.2.13 ASTM D 5893 Cold Applied, Single Component, Chemically Curing Silicone Joint Sealant for Portland Cement Concrete Pavements

1.1.1.3 Florida Department of Transportation Standard Specifications for Road and Bridge Construction.

1.2 SUBMITTALS

1.2.1 Product Data: Submit data for proprietary materials and items, including reinforcement and forming accessories, admixtures, waterstops, joint systems, curing compounds, dry-shake finish materials, and others as requested by the Owner/Engineer.

1.2.2 Laboratory Test Reports: Submit laboratory test reports for concrete materials and mix design test.

1.2.3 Materials Certificates: Provide materials certificates in lieu of materials laboratory test reports when permitted by Owner/Engineer. Materials certificates shall be signed by manufacturer and Contractor, certifying that each material item complies with, or exceeds, specified requirements. Provide certification from admixture manufacturers that chloride content complies with specification requirements.

1.3 WEATHER LIMITATIONS

1.3.1 Placing During Cold Weather: Concrete placement shall not take place when the air temperature reaches 40 degrees F and is falling, or is already below that point. Placement may begin when the air temperature reaches 35 degrees F and is rising, or is already above 40 degrees F. Provisions shall be made to protect the concrete from freezing during the specified curing period.

1.3.2 Placing During Warm Weather: The temperature of the concrete; as placed; shall not exceed 85 degrees F except where an approved retarder is used. The mixing water and/or aggregates shall be cooled, if necessary, to maintain a satisfactory placing temperature. The placing temperature shall not exceed 95 degrees F at any time.

1.4 PLANT, EQUIPMENT, MACHINES, AND TOOLS

1.4.1 General Requirements: Plant, equipment, machines, and tools used in the work shall be subject to approval and shall be maintained in a satisfactory working condition at all times. The equipment shall have the capability of producing the required product, meeting grade controls, thickness control and smoothness requirements as specified. Use of the equipment shall be discontinued if it produces unsatisfactory results. The Owner/Engineer shall have access at all times to the plant and equipment to ensure proper operation and compliance with specifications.

1.4.2 Slip Form Equipment: Slip form paver or curb forming machine, will be approved based on trial use on the job and shall be self-propelled, automatically controlled, crawler mounted, and capable of spreading, consolidating, and shaping the plastic concrete to the desired cross section in one pass.

PART 2. PRODUCTS

2.1 CONCRETE

2.1.1 Concrete shall have a minimum compressive strength of 3500 psi, or as indicated on the drawings, whichever is greater, at 28 days. Maximum size of aggregate shall be 1-1/2 inches. Portland

Cement shall be ASTM C 150, Type I. Use one brand of cement throughout project, unless otherwise acceptable to Owner/Engineer.

2.1.2 Air Content: Mixtures shall have air content by volume of concrete of 5 to 7 percent, based on measurements made immediately after discharge from the mixer.

2.1.3 Slump: The concrete slump shall be 2 inches plus or minus 1 inch where determined in accordance with ASTM C143.

2.1.4 Reinforcement Steel: Reinforcement bars shall conform to ASTM A 615. Wire mesh reinforcement shall conform to ASTM A 185.

2.2 CONCRETE CURING MATERIALS

2.2.1 Impervious Sheet Materials: Impervious sheet materials shall conform to ASTM C 171, type optional, except that polyethylene film, if used, shall be white opaque.

2.2.2 Burlap: Burlap shall conform to AASHTO M 182.

2.3 CONCRETE PROTECTION MATERIALS

2.3.1 Concrete protection materials shall be a linseed oil mixture of equal parts, by volume, of linseed oil and either mineral spirits, naphtha, or turpentine. At the option of the Contractor, commercially prepared linseed oil mixtures, formulated specifically for application to concrete to provide protection against the action of deicing chemicals may be used, except that emulsified mixtures are not acceptable.

2.4 JOINT FILLER STRIPS

2.4.1 Contraction Joint Filler for Curb and Gutter: Contraction joint filler for curb and gutter shall consist of hard-pressed fiberboard.

2.4.2 Expansion Joint Filler, Premolded: Expansion joint filler, premolded, shall conform to ASTM D 1751 or ASTM D 1752, 1/2 inch thick, unless otherwise indicated.

2.5 JOINT SEALANTS

2.5.1 Joint sealant, cold-applied shall conform to ASTM C 920 or ASTM D 5893.

2.6 FORM WORK

2.6.1 Form work shall be designed and constructed to ensure that the finished concrete will conform accurately to the indicated dimensions, lines, and elevations, and within the tolerances specified. Forms shall be of wood or steel, straight, of sufficient strength to resist springing during depositing and consolidating concrete. Wood forms shall be surfaced plank, 2 inches nominal thickness, straight and free from warp, twist, loose knots, splits or other defects. Wood forms shall have a nominal length of 10 feet. Radius bends may be formed with 3/4 inch boards, laminated to the required thickness. Steel forms shall be channel-formed sections with a flat top surface and with welded braces at each end and at not less than two intermediate points. Ends of steel forms shall be interlocking and self-aligning. Steel forms shall include flexible forms for radius forming, corner forms, form spreaders, and fillers. Steel forms shall have a nominal length of 10 feet with a

minimum of 3 welded stake pockets per form. Stake pins shall be solid steel rods with chamfered heads and pointed tips designed for use with steel forms.

2.6.2 Sidewalk Forms: Sidewalk forms shall be of a height equal to the full depth of the finished sidewalk.

2.6.3 Curb and Gutter Forms: Curb and gutter outside forms shall have a height equal to the full depth of the curb or gutter. The inside form of curb shall have batter as indicated and shall be securely fastened to and supported by the outside form. Rigid forms shall be provided for curb returns, except that benders or thin plank forms may be used for curb or curb returns with a radius of 10 feet or more, where grade changes occur in the return, or where the central angle is such that a rigid form with a central angle of 90 degrees cannot be used. Back forms for curb returns may be made of 1-1/2 inch benders, for the full height of the curb, cleated together. In lieu of inside forms for curbs, a curb "mule" may be used for forming and finishing this surface, provided the results are approved.

PART 3. EXECUTION

3.1 SUBGRADE PREPARATION

3.1.1 The subgrade shall be constructed to the specified grade and cross section prior to concrete placement. Subgrade shall be placed and compacted as directed.

3.1.2 Sidewalk Subgrade: The subgrade shall be tested for grade and cross section with a template extending the full width of the sidewalk and supported between side forms.

3.1.3 Curb and Gutter Subgrade: The subgrade shall be tested for grade and cross section by means of a template extending the full width of the curb and gutter. The subgrade shall be of materials equal in bearing quality to the subgrade under the adjacent pavement.

3.1.4 Maintenance of Subgrade: The subgrade shall be maintained in a smooth, compacted condition in conformity with the required section and established grade until the concrete is placed. The subgrade shall be in a moist condition when concrete is placed. The subgrade shall be prepared and protected to produce a subgrade free from frost when the concrete is deposited.

3.2 FORM SETTING

3.2.1 Forms shall be set to the indicated alignment, grade and dimensions. Forms shall be held rigidly in place by a minimum of 3 stakes per form placed at intervals not to exceed 4 feet. Corners, deep sections, and radius bends shall have additional stakes and braces, as required. Clamps, spreaders, and braces shall be used where required to ensure rigidity in the forms. Forms shall be removed without injuring the concrete. Bars or heavy tools shall not be used against the concrete in removing the forms. Any concrete found defective after form removal shall be promptly and satisfactorily repaired. Forms shall be cleaned and coated with form oil each time before concrete is placed. Wood forms may, instead, be thoroughly wetted with water before concrete is placed, except that with probable freezing temperatures, oiling is mandatory.

3.2.2 Sidewalks: Forms for sidewalks shall be set with the upper edge true to line and grade with an allowable tolerance of 1/8 inch in any 10 foot long section. After forms are set, grade and alignment shall be checked with a 10 foot straightedge. Forms shall have a transverse slope as indicated on the drawings. Side forms shall not be removed for 12 hours after finishing has been completed.

3.2.3 Curbs and Gutters: The forms of the front of the curb shall be removed not less than 2 hours nor more than 6 hours after the concrete has been placed. Forms back of curb shall remain in place until the face and top of the curb have been finished, as specified for concrete finishing. Gutter forms shall not be removed while the concrete is sufficiently plastic to slump in any direction.

3.3 SIDEWALK CONCRETE PLACEMENT AND FINISHING

3.3.1 Formed Sidewalks: Concrete shall be placed in the forms in one layer. When consolidated and finished, the sidewalks shall be of the thickness indicated. After concrete has been placed in the forms, a strike-off guided by side forms shall be used to bring the surface to proper section to be compacted. The concrete shall be consolidated with an approved vibrator, and the surface shall be finished to grade with a strike off.

3.3.2 Concrete Finishing: After straight edging, when most of the water sheen has disappeared, and just before the concrete hardens, the surface shall be finished with a wood float or darby to a smooth and uniformly fine granular or sandy texture free of waves, irregularities, or tool marks. A scored surface shall be produced by brooming with a fiber-bristle brush in a direction transverse to that of the traffic, followed by edging.

3.3.3 Edge and Joint Finishing: All slab edges, including those at formed joints, shall be finished with an edger having a radius of 1/8 inch. Transverse joint shall be edged before brooming, and the brooming shall eliminate the flat surface left by the surface face of the edger. Corners and edges which have crumbled and areas which lack sufficient mortar for proper finishing shall be cleaned and filled solidly with a properly proportioned mortar mixture and then finished.

3.3.4 Surface and Thickness Tolerances: Finished surfaces shall not vary more than 5/16 inch from the testing edge of a 10-foot straightedge. Permissible deficiency in section thickness will be up to 1/4 inch.

3.4 CURB AND GUTTER CONCRETE PLACEMENT AND FINISHING

3.4.1 Formed Curb and Gutter: Concrete shall be placed to the section required in a single lift. Consolidation shall be achieved by using approved mechanical vibrators. Curve shaped gutters shall be finished with a standard curb "mule".

3.4.2 Curb and Gutter Finishing: Approved slipformed curb and gutter machines may be used in lieu of hand placement.

3.4.3 Concrete Finishing: Exposed surfaces shall be floated and finished with a smooth wood float until true to grade and section and uniform in texture. Floated surfaces shall then be brushed with a fine-hair brush with longitudinal strokes. The edges of the gutter and top of the curb shall be rounded with an edging tool to a radius of 1/2 inch. Immediately after removing the front curb form, the face of the curb shall be rubbed with a wood or concrete rubbing block and water until blemishes, form marks, and tool marks have been removed. The front curb surface, while still wet, shall be brushed in the same manner as the gutter and curb top. The top surface of gutter and entrance shall be finished to grade with a wood float.

3.4.4 Joint Finishing: Curb edges at formed joints shall be finished as indicated.

3.4.5 Surface and Thickness Tolerances: Finished surfaces shall not vary more than 1/4 inch from the testing edge of a 10-foot straightedge. Permissible deficiency in section thickness will be up to 1/4 inch.

3.5 SIDEWALK JOINTS

3.5.1 Sidewalk joints shall be constructed to divide the surface into rectangular areas. Transverse contraction joints shall be spaced at a distance equal to the sidewalk width or 5 feet on centers, whichever is less, and shall be continuous across the slab. Longitudinal contraction joints shall be constructed along the centerline of all sidewalks 10 feet or more in width. Transverse expansion joints shall be installed at sidewalk returns and opposite expansion joints in adjoining curbs. Where the sidewalk is not in contact with the curb, transverse expansion joints shall be installed as indicated. Expansion joints shall be formed about structures and features which project through or into the sidewalk pavement, using joint filler of the type, thickness, and width indicated. Expansion joints are not required between sidewalks and curb that abut the sidewalk longitudinally.

3.5.2 Sidewalk Contraction Joints: The contraction joints shall be formed in the fresh concrete by cutting a groove in the top portion of the slab to a depth of at least one-fourth of the sidewalk slab thickness, using a jointer to cut the groove, or by sawing a groove in the hardened concrete with a power-driven saw, unless otherwise approved. Sawed joints shall be constructed by sawing a groove in the concrete with a 1/8 inch blade to the depth indicated. An ample supply of saw blades shall be available on the job before concrete placement is started, and at least one standby sawing unit in good working order shall be available at the jobsite at all times during the sawing operations.

3.5.3 Sidewalk Expansion Joints: Expansion joints shall be formed with 1/2 inch joint filler strips. Joint filler in expansion joints surrounding structures and features within the sidewalk may consist of preformed filler material conforming to ASTM D 1752 or building paper. Joint filler shall be held in place with steel pins or other devices to prevent warping of the filler during floating and finishing. Immediately after finishing operations are completed, joint edges shall be rounded with an edging tool having a radius of 1/8 inch, and concrete over the joint filler shall be removed. At the end of the curing period, expansion joints shall be cleaned and filled with cold-applied joint sealant. Joint sealant shall be gray or stone in color. The joint opening shall be thoroughly cleaned before the sealing material is placed. Sealing material shall not be spilled on exposed surfaces of the concrete. Concrete at the joint shall be surface dry and atmospheric and concrete temperatures shall be above 50 degrees F at the time of application of joint sealing material. Excess material on exposed surfaces of the concrete shall be removed immediately and concrete surfaces cleaned.

3.5.4 Reinforcement Steel Placement: Reinforcement steel shall be accurately and securely fastened in place with suitable supports and ties before the concrete is placed.

3.6 CURB AND GUTTER JOINTS

3.6.1 Curb and gutter joints shall be constructed at right angles to the line of curb and gutter.

3.6.2 Contraction Joints: Contraction joints shall be constructed directly opposite contraction joints in abutting portland cement concrete pavements and spaced so that monolithic sections between curb returns will not be less than 15 feet nor greater than 15 feet in length.

3.6.2.1 Contraction joints (except for slip forming) shall be constructed by means of 1/8 inch thick separators and of a section conforming to the cross section of the curb and gutter. Separators shall be removed as soon as practicable after concrete has set sufficiently to preserve the width and shape of the joint and prior to finishing.

3.6.2.2 When slip forming is used, the contraction joints shall be cut in the top portion of the gutter/curb hardened concrete in a continuous cut across the curb and gutter, using a power-

driven saw. The depth of cut shall be at least one-fourth of the gutter/curb depth and 1/8 inch in width.

3.6.3 Expansion Joints: Expansion joints shall be formed by means of preformed expansion joint filler material cut and shaped to the cross section of curb and gutter. Expansion joints shall be provided in curb and gutter directly opposite expansion joints of abutting portland cement concrete pavement, and shall be of the same type and thickness as joints in the pavement. Where curb and gutter do not abut portland cement concrete pavement, expansion joints at least 1/2 inch in width shall be provided at intervals not less than 30 feet or greater than 120 feet. Expansion joints shall be provided in nonreinforced concrete gutter at locations indicated. Expansion joints shall be sealed immediately following curing of the concrete or as soon thereafter as weather conditions permit. Expansion joints and the top 1 inch depth of curb and gutter contraction-joints shall be sealed with joint sealant. The joint opening shall be thoroughly cleaned before the sealing material is placed. Sealing material shall not be spilled on exposed surfaces of the concrete. Concrete at the joint shall be surface dry and atmospheric and concrete temperatures shall be above 50 degrees F at the time of application of joint sealing material. Excess material on exposed surfaces of the concrete shall be removed immediately and concrete surfaces cleaned.

3.7 CURING AND PROTECTION

3.7.1 General Requirements: Concrete shall be protected against loss of moisture and rapid temperature changes for at least 7 days from the beginning of the curing operation. Unhardened concrete shall be protected from rain and flowing water. All equipment needed for adequate curing and protection of the concrete shall be on hand and ready for use before actual concrete placement begins. Protection shall be provided as necessary to prevent cracking of the pavement due to temperature changes during the curing period.

3.7.2 Mat Method: The entire exposed surface shall be covered with 2 or more layers of burlap. Mats shall overlap each other at least 6 inches. The mat shall be thoroughly wetted with water prior to placing on concrete surface and shall be kept continuously in a saturated condition and in intimate contact with concrete for not less than 7 days.

3.7.3 Impervious Sheeting Method: The entire exposed surface shall be wetted with a fine spray of water and then covered with impervious sheeting material. Sheets shall be laid directly on the concrete surface with the light-colored side up and overlapped 12 inches when a continuous sheet is not used. The curing medium shall not be less than 18-inches wider than the concrete surface to be cured, and shall be securely weighted down by heavy wood planks, or a bank of moist earth placed along edges and laps in the sheets. Sheets shall be satisfactorily repaired or replaced if torn or otherwise damaged during curing. The curing medium shall remain on the concrete surface to be cured for not less than 7 days.

3.7.4 Backfilling: After curing, debris shall be removed and the area adjoining the concrete shall be backfilled, graded, and compacted to conform to the surrounding area in accordance with lines and grades indicated.

3.7.5 Protection: Completed concrete shall be protected from damage until accepted. The Contractor shall repair damaged concrete and clean concrete discolored during construction. Concrete that is damaged shall be removed and reconstructed for the entire length between regularly scheduled joints. Refinishing the damaged portion will not be acceptable. Removed damaged portions shall be disposed of as directed.

3.8 FIELD QUALITY CONTROL

3.8.1 General Requirements: The Contractor shall perform the inspection and tests described and meet the specified requirements for inspection details and frequency of testing. Based upon the results of these inspections and tests, the Contractor shall take the action and submit reports as required below, and any additional tests to insure that the requirements of these specifications are met.

3.8.2 Concrete Testing

3.8.2.1 Strength Testing: The Contractor shall provide molded concrete specimens for strength tests. Samples of concrete placed each day shall be taken not less than once a day or less than once for every 100 cubic yards of concrete. The samples for strength tests shall be taken in accordance with ASTM C 172.

3.8.2.2 Cylinders for acceptance shall be molded in conformance with ASTM C 31 by an approved testing laboratory. Each strength test result shall be the average of 2 test cylinders from the same concrete sample tested at 28 days, unless otherwise specified or approved. Concrete specified on the basis of compressive strength will be considered satisfactory if the averages of all sets of three consecutive strength test results equal or exceed the specified strength, and no individual strength test result falls below the specified strength by more than 500 psi.

3.8.2.3 Air Content: Air content shall be determined in accordance with ASTM C 173 or ASTM C 231. ASTM C 231 shall be used with concretes and mortars made with relatively dense natural aggregates. Two tests for air content shall be made on randomly selected batches of each class of concrete placed during each shift. Additional tests shall be made when excessive variation in concrete workability is reported by the placing foreman or the Owner/Engineer. If results are out of tolerance, the placing foreman shall be notified and he shall take appropriate action to have the air content corrected at the plant. Additional tests for air content will be performed on each truckload of material until such time as the air content is within the tolerance specified.

3.8.2.4 Slump Test: Two slump tests shall be made on randomly selected batches of each class of concrete for every 100 cubic yards, or fraction thereof, of concrete placed during each shift. Additional tests shall be performed when excessive variation in the workability of the concrete is noted or when excessive crumbling or slumping is noted along the edges of slip-formed concrete.

3.8.2.5 Thickness Evaluation: The anticipated thickness of the concrete shall be determined prior to placement by passing a template through the formed section or by measuring the depth of opening of the extrusion template of the curb forming machine. If a slip form paver is used for sidewalk placement, the subgrade shall be true to grade prior to concrete placement and the thickness will be determined by measuring each edge of the completed slab.

3.8.2.6 Surface Evaluation: The finished surface of each category of the completed work shall be uniform in color and free of blemishes and form or tool marks.

3.9 SURFACE DEFICIENCIES AND CORRECTIONS

3.9.1 Thickness Deficiency: When measurements indicate that the completed concrete section is deficient in thickness by more than 1/4 inch the deficient section will be removed, between regularly scheduled joints, and replaced.

3.9.2 High Areas: In areas not meeting surface smoothness and plan grade requirements, high areas shall be reduced either by rubbing the freshly finished concrete with carborundum brick and water when the concrete is less than 36 hours old or by grinding the hardened concrete with an approved surface grinding machine after the concrete is 36 hours old or more. The area corrected by grinding the surface of the hardened concrete shall not exceed 5 percent of the area of any integral slab, and the depth of grinding shall not exceed 1/4 inch. Pavement areas requiring grade or surface smoothness corrections in excess of the limits specified above shall be removed and replaced.

3.9.3 Appearance: Exposed surfaces of the finished work will be inspected by the Owner/Engineer and any deficiencies in appearance will be identified. Areas which exhibit excessive cracking, discoloration, form marks, or tool marks or which are otherwise inconsistent with the overall appearances of the work shall be removed and replaced.

END OF SECTION

SECTION 32 14 00 - ASPHALT CONCRETE PAVING

PART 1. GENERAL

1.1 RELATED DOCUMENTS

1.1.1 Drawings and general provisions of Contract apply to work of this Section.

1.1.2 Applicable Sections of the Florida Department of Transportation Standard Specifications for Road and Bridge Construction, latest edition apply to this section as indicated.

1.2 DESCRIPTION OF WORK

1.2.1 Work consists of construction of asphalt pavement for driveways and roadway within the right of way.

1.3 SUBMITTALS

1.3.1 Material Certificates signed by material producer and Contractor certifying that each material item complies with or exceeds specified requirements.

1.4 MATERIALS, SITE PREPARATION, EQUIPMENT, CONSTRUCTION PROCEDURES, AND TESTING METHODS

1.4.1 Construction of paved areas will be in accordance with construction plans, Brevard County Public Works Standards and the following sections of the Florida Department of Transportation Specifications Manual for Road and Bridge Construction, latest edition:

Concrete Pavement - Sections 346- 350 and related sections
Stabilized Subgrade - Section 160 and related sections
Limerock Base - Section 200 and related sections
Shell Base - Section 285 and related sections
Prime Coats for Base Course - Section 300 and related sections
Superpave Asphalt Concrete - Section 334 and related sections
Painted Pavement Markings - Section 710 and related sections
General Construction Requirements - Section 330 and related sections

1.5 CLEAN-UP

1.5.1 Clean-up is an essential part of the work. As the work progresses and is completed, the contractor shall clean the site of all construction operations to the satisfaction of the Engineer and the Owner. This clean-up shall be done as promptly as practicable and shall not be left until the end of the construction period.

1.6 RECORD SURVEY

1.6.1 After Pavement Construction is complete, the Contractor will provide the Owner a minimum of 4 sets of signed sealed record survey (by Registered Land Surveyor in the State of Florida) drawings and AutoCAD *.dwg file documenting as-built pavement elevations. Stormwater management structures will be included in the survey as indicated in the Storm Drainage Systems Section of Division 33.

END OF SECTION

SECTION 32 17 23 - PAVEMENT MARKING

PART 1. GENERAL

1.1 RELATED DOCUMENTS

1.1.1 Drawings and general provisions of Contract, apply to work of this section. Applicable sections of the Florida Department of Transportation Standard Specifications for Road and Bridge Construction, latest edition, apply to this section as indicated.

1.2 DELIVERY AND STORAGE

1.2.1 Deliver: Deliver materials in original sealed containers labeled with manufacturer's name and directions, color, and date of manufacture.

1.2.2 Store: Store materials at temperatures specified by the manufacturer.

1.3 ENVIRONMENTAL CONDITIONS

1.3.1 Apply paint only when weather conditions and pavement temperatures meet the requirements stated in the paint manufacturer's printed instructions.

PART 2. PRODUCTS

2.1 PAINT FOR ROADS AND STREETS

2.1.1 Painted Traffic Stripes and Thermoplastic Marking materials will be in accordance with construction plans, Brevard County Public Works Standards the Florida Department of Transportation Specifications Manual for Road and Bridge Construction, Section 971, latest edition.

PART 3. EXECUTION

3.1 SURFACE PREPARATION AND APPLICATION

3.1.1 Application of pavement markings will be in accordance with construction plans, Brevard County Public Works Standards and the following sections of the Florida Department of Transportation Specifications Manual for Road and Bridge Construction, latest edition:

3.1.1.1 Paint: Section 710 and related sections.

3.1.1.2 Thermoplastic: Section 711 and related sections.

3.2 TRAFFIC CONTROL AND PROTECTION

3.2.1 Place warning signs near the beginning of the work and well ahead of the work to alert approaching traffic from both directions. Place small markers along newly painted lines to control traffic and prevent damage to newly painted surfaces. Mark painting equipment with large warning signs indicating slow-moving painting equipment in operation.

END OF SECTION

SECTION 33 41 00 - STORM DRAINAGE SYSTEMS

PART 1. GENERAL

1.1 DESCRIPTION OF WORK

1.1.1 Extent of storm drainage systems work is indicated on drawings and schedules, and by requirements of this section.

1.1.2 Refer to Division-31 section "Earthwork" for excavation and backfill required for storm drainage systems; not work of this section.

1.2 QUALITY ASSURANCE

1.2.1 Manufacturer's Qualifications: Firms regularly engaged in manufacture of storm drainage system's products of types, materials, and sizes required, whose products have been in satisfactory use in similar service for not less than 5 years.

1.2.2 Installer's Qualifications: Firm with at least 3 years of successful installation experience on projects with storm drainage work similar to that required for project.

1.2.3 Codes and Standards:

1.2.3.1 Environmental Compliance: Comply with applicable portions of local Environmental Agency regulations pertaining to storm drainage systems.

1.3 SUBMITTALS

1.3.1 Product Data: Submit manufacturer's technical product data and installation instructions for storm drainage system materials and products.

1.3.2 Shop Drawings: Submit shop drawings for storm drainage systems, showing piping materials, size, locations, and inverts.

1.3.3 As-Built Drawings: At project closeout, the Contractor shall submit as-built drawings of the installed storm drainage systems in accordance with the following criteria:

1.3.3.1 New stormwater management system and swale construction: Perform survey cross-sections at 25' intervals.

1.3.3.2 Storm drainage pipes, inlets, manholes, and associated appurtenances: Provide sufficient survey data to verify compliance to design drawings, including as applicable: station and offset location for structures; pipe sizes, lengths and inverts; top and toe elevations for ditch weir structure; top of inlet grate, top of skimmer, inlet weir and/or orifice sizes and elevations; and any other pertinent locations, dimensions and elevations associated with the designed storm drainage system(s), as applicable.

PART 2. PRODUCTS

2.1 PIPES AND PIPE FITTINGS

2.1.1 General: Provide pipes of the weight/class indicated. Provide pipe fittings and accessories of same material and weight/class as pipes, with joining method as indicated.

2.1.2 Reinforced Concrete Pipe: Round concrete pipe shall meet the design requirements of ASTM C76, Class III, with modified tongue-and-groove compression-gasket joints.

2.1.3 Modified tongue-and-groove joint compression-gasket shall be chloroprene and shall conform to ASTM C 443.

2.1.4 Elliptical concrete pipe shall conform with the requirements of ASTM C 507, and shall meet the requirements of Table I for Class HE-III. Cold adhesive preformed plastic gaskets shall be of a material, shape and size so as to effect a permanent water tight seal in joints of elliptical concrete pipe, with a minimum of two pieces of gasket material shall be used in each joint.

2.2 STRUCTURES AND MANHOLES

2.2.1 Precast Reinforced Concrete Manholes: Manholes shall conform to the requirements of ASTM C478.

2.2.2 Manholes shall consist of a base unit, riser units with necessary openings for sewer pipe and concentric cones or flat lids providing the support for the manhole frame and cover. The base unit shall consist of a monolithically poured base and bottom-ring section. Lifting holes through the structure shall not be permitted.

2.2.3 Manhole Frames and Covers: Manhole frames and covers shall be gray cast iron, shall be free from cracks, holes and cold shuts, and shall conform to Federal Specification QQ-I-65a for gray iron castings. Frames and covers shall conform to the details shown on the drawings and shall be coated with coal tar pitch varnish. Bearing surfaces shall be machined to provide even bearing surfacing or shall have a nonrocking feature.

2.2.4 Catch Basins: Catch basins shall conform to the form and dimensions and be constructed of the materials shown on the State of Florida Department of Transportation Standard or on the standard plans whichever is specified.

2.2.5 Precast units shall conform to the requirements of ASTM C478 and to the form and dimensions called for on the plans.

2.2.6 Catch Basin Frames and Grates: Cast iron frames and grates shall be gray cast iron conforming to ASTM A48, shall be free of cracks, holes and shuts, and shall conform to the details shown on the plans or as specified. Bearing surfaces shall be machined to provide an even nonrocking bearing surface.

2.2.7 Gratings and frames fabricated from structural steel shall be galvanized in accordance with the requirements of ASTM A123 or shall be painted with two coats of prime meeting the requirements of 971-8 (F.D.O.T. Standard Specifications for Road and Bridge Construction 2013) followed by one coat of material meeting the requirements of Federal Specification TT-E-489, Class A Black. All paint may be thoroughly dry before the succeeding coat is applied. These requirements do not apply when A-588 steel is used.

2.2.8 Headwalls and other Concrete Structures: Headwalls and other concrete structures shall be constructed with 3000 PSI concrete unless otherwise specified.

PART 3. EXECUTION

3.1 EXCAVATION AND BACKFILL

3.1.1 Trench: Trench width shall be kept to a minimum necessary for installation of the pipe. The trench bottom shall be graded uniformly to match the outside of the pipe.

3.1.2 Wellpointing: Construction shall be accomplished in a dry trench. Wellpointing or other approved method of dewatering shall be carried out to maintain a dry trench.

3.1.3 Sheeting and Shoring shall be installed as may be necessary for the protection of the work, preservation of adjacent property and structures, and the safety of employees.

3.1.4 Pipe Laying: Pipe laying shall proceed upgrade with the spigot ends of the pipe pointing in the direction of flow. Each pipe shall be laid true to line and grade so as to form a close concentric joint with the adjoining pipe, preventing offsets in the flow line. As the work progresses, the interior of the pipe shall be cleaned of all dirt and superfluous materials. In addition, pipe shall be laid either on a prepared bed of undisturbed earth in the bottom of the trench, shaped as required to fit the pipe or upon a layer of properly placed bedding material. The requirements for pipe bedding vary with the type of pipe to be installed and these requirements are set forth in other applicable paragraphs or on the plans.

3.1.5 Manholes and Catch Basins: Precast base shall be placed or base shall be cast in place on undisturbed soil, or it shall be installed on approved bedding. Installation will be at the locations and to the grades shown on the plans before the pipe is laid to or away from the manhole or catch basin.

3.1.6 All manholes and catch basins shall be constructed so that the top shall be set between 5-1/2 inches and 14-1/2 inches below the bottom of the frame. It is the intent of the Specifications to provide a minimum of 2-1/2 inches to accommodate future grade changes without disturbing the manhole or catch basin.

3.1.7 On precast units the annular space between the pipe and the opening in the unit shall be grouted with portland cement mortar containing an approved additive to insure a watertight joint.

3.1.8 Frames shall be centered over the opening, raised and tilted as necessary to meet the roadway or finish grade by the use of brick shims and set in a full bed of mortar. Any cover or grating which rocks in its frame upon installation will not be accepted.

3.1.9 Headwalls and other concrete structures shall be constructed to the form and dimensions shown on the plans or specified.

3.1.10 Ditches and swales shall be constructed at the locations and to the cross-section, lines and grade shown on the plans or specified.

END OF SECTION