

**CONTRACT DOCUMENTS**

**FOR THE**

**TOWN OF KENNETH CITY**

**6000 54<sup>TH</sup> AVENUE NORTH**

**KENNETH CITY, FLORIDA 33709**

**(727) 498-8948**



**TOWN HALL SECURITY & SPACE USE  
IMPROVEMENTS**

**PREPARED BY:**



**ADVANCED**

**ENGINEERING & DESIGN, INC.**

CIVIL • MUNICIPAL • SITE DESIGN • PERMITTING • PLANNING

3931 68TH AVENUE, PINELLAS PARK, FL 33781 • TEL(727)526-9158 • FAX(727)527-9683 • [www.aed-fl.com](http://www.aed-fl.com)

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## **SECTION 00100**

### **INSTRUCTIONS TO BIDDERS**

#### **00100.01 QUALIFICATIONS OF BIDDERS**

Bidders shall have successfully completed two (2) contracts for similar work in an amount not less than one hundred percent (100%) of the amount of the proposal contract during the past three years.

Bidders shall have received Contract Documents from the Engineer. The Owner may make such investigations as he deems necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish to the owner any additional information and financial data for this purpose as the Owner may require. The data shall include a detailed and up-to-date list of equipment the bidder proposes to use, indicating which portions he already possesses and a detailed description of the method and program of the work he proposes to follow.

If such an investigation fails to satisfy the Engineer or Owner that the bidder is properly qualified to complete the work described in the drawings and specifications or to meet the financial obligations of such a contract, the bid may be rejected. In the event the bidder fails, refuses, or neglects to submit the requested additional information with ten (10) days of the date of any request for submission, the bidder's proposal guarantee shall be forfeited to the use of the Owner, not as a penalty, but as liquidated damages.

#### **00100.02 BIDDER'S RESPONSIBILITY**

Each bidder shall familiarize himself with all the attached forms, Instructions, General Provisions, Specification, Drawings, etc., as he will be held responsible to fully comply therewith. Each bidder must visit the site of the proposed work and thoroughly acquaint himself with conditions affecting the work, all utilities in existence to which connections are to be made, all other requirements of the contract, and obtain all information necessary for completion of the work on or before the date specified. Each bidder shall also make himself familiar with all Federal, State, Local and Municipal laws, ordinances, rules and regulations which in any manner affect the work, those engaged or employed in the work, or the materials or equipment used in or upon the work. If the bidder or Contractor shall discover any provision in the plan, specification, or other contract documents which is contrary to, or inconsistent with, any such law, ordinance, rule, or regulation, he shall immediately report it to the Engineer in writing. The Contractor shall not at any time after the execution of his contract set up any claims whatever based upon insufficient data or incorrectly assuming conditions, nor shall he claim any misunderstanding in regard to the nature, conditions or character of the work to be done under the contract, and he shall assume all risks resulting from any changes in the conditions which may occur during the progress of this work.

### **00100.03 SITE CONDITIONS**

Any information on site or soil conditions made available to the prospective bidders through data collected by test borings and presented on the Engineer's drawings or available in preliminary reports prepared by the Engineer or obtained verbally from a representative of the Owner or the Engineer does not guarantee that such site or soil conditions will be as described, and are made available only upon waiver of all responsibility of the Owner and Engineer. It is the Contractor's sole risk and responsibility to verify such information in order that he may complete the project as specified and shown on the contract documents. Under no condition will a variation in the information obtained by the Engineer on site or soil conditions, including underground soil conditions at the job site, be accepted as a basis in any claim for extra compensation.

### **00100.04 OMISSIONS AND DISCREPANCIES**

Should a bidder find discrepancies in, or omissions from the drawings or other Contract Documents, or should he be in doubt as to their meaning, he should at once notify the Engineer. All notice of omissions or discrepancies or request for clarification must be forwarded to the Engineer in writing not less than six (6) days before the advertised date of the opening of bids.

Such clarification and corrections as are necessary will be issued in the form of an Addendum to the Contract Documents and will be forwarded to all prospective bidders. Any addendum so prepared and forwarded shall be a part of the Contract Documents. Neither the Engineer nor the Owner will be responsible for any other explanation or clarification of the Contract Documents.

### **00100.05 BID ITEMS AND ESTIMATED QUANTITIES**

The Owner may increase, decrease or omit the quantity of the work to be done under any item in the best interests of the project and the unit price as submitted in the proposal shall be the unit price which the Contractor will receive for any work specified to be done under that item.

All work herein specified or implied in anyway in the drawings or specifications shall be done regardless of whether or not the work is specifically defined in any bid item.

The Contractor agrees that the estimated quantities shown in the Bid Schedule are only for the purpose of comparing bids and that he/she is satisfied with, and will at no time dispute, the said estimates as means of comparing the aforesaid bids, that he/she will make no claim for loss of profits or anticipated profits because of any difference between the said estimated quantities and the quantities of various classes of work actually furnished or performed, that the Owner shall not be held responsible if any of the said estimated quantities should vary by any amount from those actually measured during performance of the work.

## **00100.06 APPROVED MATERIALS AND EQUIPMENT**

Whenever a material, article or piece of equipment is identified on the plans or in the specifications by reference to manufacturers or vendors names, trade names, catalog numbers, etc., it is intended to establish a standard of quality and it will be presumed, unless specifically excepted by the bidder, that the base bid includes the materials or articles so named, and that the Contractor's proposal, if accepted, will constitute a contractual obligation to furnish the standard named materials or articles and no other. To assist the Engineer in making an adequate evaluation, the bidder shall submit with his proposal, at the time bids are received, detailed information and data on the items he proposes to furnish as equally acceptable to the named terms. The data furnished shall include as applicable and needed for evaluation, manufacturer's name, model identification, descriptive brochures, specifications, performance data, guaranteed efficiencies, and list of installations in similar service. Such alternate material, article or piece of equipment shall not be purchased or installed by the Contractor without the Engineer's written approval. Any revisions to the Drawings as a result of alternate equipment shall be at the expense of the Contractor.

## **00100.07 SAMPLE OF MATERIALS**

Before any contract is awarded, the bidder may be required to furnish a complete statement of the origin, composition and manufacture of any or all materials to be used in the work, together with samples, which samples may be subjected to the tests provided for in these specifications to determine their quality and conformity to the plans and specifications.

## **00100.08 PROPOSAL FORM**

All bids must be submitted on photocopies of the proposal form bound within these specifications. No proposal will be considered which is submitted otherwise than on the prepared proposal form and in the designated manner. The blank spaces in the proposal shall be filled in correctly where indicated for each and every item for which a description is given, and the bidder must state the prices for which he proposes to do each part of the work contemplated, and the total amount for all parts included in any or all of the combinations of the work. In case of discrepancy, the written words or "Unit Price", where stated, shall be considered as being the bid price. The bidder shall sign his proposal correctly. If the proposal is made by an individual, in addition to his signature, his post office address must be shown; if made by a firm or partnership, the post office address of each member of the firm or partnership; if made by a corporation, the person signing the proposal must be President or Vice-President of the corporation. No proposal will be considered which is not based upon the complete plans and specifications, or which contains any qualifying letter or written memorandum not permitted in these specifications, or which is not properly made out and signed in writing by the bidder. The proposal shall be submitted in a sealed envelope bearing the name of the Contractor and describing the project for which the proposal is being submitted. Proposals will be accepted by registered mail, and then only if the proposal is enclosed in another sealed envelope contained within the mailing envelope and is delivered to the Owner prior to the time established for opening bids.

## **00100.09 WITHDRAWAL OF PROPOSALS**

Bidders will be given permission to withdraw any proposal after it has been received by the Owner, provided the bidder, or his agent duly authorized to act for him, personally appears before the Owner with a written request prior to the time set for the opening of bids. At the time set for the opening of proposals the withdrawn proposal will be returned unopened to the bidder. No bid may be withdrawn for a period of sixty (60) days after the date of opening bids

## **00100.10 BID SECURITY**

Each proposal must be accompanied by the bidder's bid bond or certified check made payable to Owner in the amount specified in the proposal form, which sum will serve as bid security and will be forfeited to the Owner as liquidated damages in the event an award is made and the contract and bonds are not promptly and properly executed as required in the specifications. All certified checks, except those accompanying the two lowest bids, will be returned by certified mail to the unsuccessful bidders within seven (7) days after the date of the bid opening. (If the signing of the contract is to be deferred for a period exceeding two (2) weeks, and the second low bidder desires to substitute a bid bond for his certified check and the bid bond fully guarantees his bid, he shall be permitted to do so). The certified checks accompanying the two low bids will be returned within three (3) days after the Owner and the successful bidder have executed the contract. In the event no contract award is made within the time limit specified, each certified check or bid bond will be returned upon the demand of the bidder.

## **00100.11 OPENING OF PROPOSALS**

All proposals will be publicly opened and read, on the date, at the place and commencing at the time stated in the advertisement. Bidders or their authorized agents should be present. The Owner reserves the right to reject any or all bids or parts thereof. Proposals may be rejected if they show any omissions, alterations of form, additions or deductions not called for, conditional or uninvited alternate bids, or irregularities of any kind. Proposals in which the prices are unbalanced may be rejected. The Owner reserves the right to accept the bid, which will best serve his interests.

## **00100.12 METHOD OF AWARD**

Bids will be compared on the basis of the total costs of Bid Schedule A (Base Bid), Bid Schedule B (Copy Room) and Bid Schedule C (Building Department). *Bid Schedule D (Break Room) will not be used to evaluate bidders.* The contract will be awarded to that responsible bidder whose proposal totals the lowest number of dollars for a complete installation.

The successful bidder will be officially notified in writing by the Owner of the acceptance of his proposal and award of contract. This notification will be made within the time limit set up in the contract documents.

### **00100.13 EXECUTION OF CONTRACT**

The bidder to whom the contract is awarded must, within ten (10) calendar days following Notice of Award, present himself to the place designated in the official Notice of Acceptance, for signing of the contract, and to substitute for the bid security, a surety performance and payment bond in the amount of one hundred per centum (100%) of the contract price of the work, conditioned that the Contractor will faithfully perform all work of this contract and promptly pay for all materials furnished and labor supplied or performed in the execution of all work. All bonds and insurance shall be issued by companies authorized to transact business in the State of Florida.

If the lowest responsible bidder to whom the contract is awarded fails to give bonds or execute the contract within the time specified, the amount of the proposal guarantee shall be forfeited to the Owner, not as a penalty but as liquidated damages.

### **00100.14 TIME OF COMPLETION**

The successful Contractor shall commence work under his contract on a date to be specified in a written order from the Owner or his authorized representative, which order will also establish the completion date in accordance with the total number of consecutive calendar days established as a working period in the proposal. The Contractor shall have at least two (2) weeks notice of this commencement date and shall fully complete the work described in these plans and specifications on, or prior to, the completion date.

If the Contractor fails to commence work with seven (7) days of the announcement of the official starting date, this shall be just cause for the annulment of the contract.

### **00100.15 LIQUIDATED DAMAGES**

Should the Contractor fail to complete his work on or before the expiration of the date set for completion or as provided in the Contract Documents covering extension of time, then the Owner may retain as liquidated damages the amount established in the proposal form, which amount is agreed upon as the costs which the Owner will sustain per diem by the failure of the Contractor to complete the work at the time stipulated and the sum is not to be construed as in any sense a penalty.

### **00100.16 EXTENSIONS OF TIME**

If the Contractor shall be delayed at any time in the progress of the work by any cause beyond the Contractor's control and without his fault or negligence, including but not restricted to any act or neglect of the Owner, or of his employees, or by any other contractor employed by the Owner, or by changes ordered in the work, acts of God or of the public enemy, fires, floods, epidemics, quarantines, strikes, lockouts, riots, civil commotions or freight embargoes or by delay authorized by the Owner, or by any cause which the Owner shall decide to justify the delay, then the time of completion shall be extended for such reasonable time as the Owner shall decide.

No such extensions of time shall be deemed a waiver by the Owner of its right to terminate the contract for abandonment or delay by the Contractor as herein provided or relieve the Contractor from full responsibility for performance of his obligations hereunder.

#### **00100.17 CERTIFICATE OF INSURANCE**

The successful bidder shall submit certificates or other documentary evidence to the Owner for approval, covering Workmen's Compensation Insurance, Public Liability, Property Damage Insurance, and Special Hazard Insurance, in the amounts specified on the "Summary of Information to Bidders."

#### **00100.18 DETAILED BREAKDOWN SHEET AND SCHEDULE OF PRICES**

The successful bidder shall submit, in a mutually acceptable form, a detailed breakdown sheet and schedule of prices of the proposed design and construction work. Until the Owner approves the breakdown, the Owner will not be obligated to make any payments to the bidder.

#### **00100.19 EXISTING MATERIALS AND EQUIPMENT**

All existing materials and equipment not specified for the complete construction of the project, or shown on the plans to be retained or reused, shall remain the property of the Owner and shall be placed on the project site as the Owner may direct.

#### **00100.20 QUALIFICATIONS OF BIDDERS**

In addition to qualifications previously set forth in these specifications, no bid will be considered unless the bidder, whether resident or non-resident of Florida, is properly qualified to submit a proposal for this construction in accordance with all applicable laws of the Municipality, County, and the State of Florida.

#### **00100.21 STANDARDS**

This project shall be completed in accordance with these specifications unless noted or otherwise directed by the Owner or his authorized representative. The decision of the Owner in interpreting these specifications shall be final.

#### **00100.22 SUBMISSION REQUIREMENTS**

The bidder shall submit one (1) hard copy and one (1) digital copy (on a USB flash drive) of the following:

- Proposal
- Bid Schedules (A-E)
- Bid Bond
- Public Entity Crimes Statement
- Certificate of Insurance

**END OF SECTION**



## SECTION 00140

### SUMMARY OF INFORMATION TO BIDDERS

#### 00140.01 – OBTAINING PLANS AND SPECIFICATIONS

Specifications, Proposal Forms, Drawings, and other contract documents may be examined at the Town of Kenneth City, 6000 54<sup>th</sup> Avenue North, Kenneth City, Florida 33709 or at the office of Advanced Engineering & Design, Inc., 3931 68<sup>th</sup> Avenue, Pinellas Park, Florida 33781. A complete set of bidding documents may be obtained at the office of Advanced Engineering & Design, Inc. for seventy five dollars (\$75). An electronic version can be provided at no cost.

#### 00140.02 - OWNER

The Owner for this project is the Town of Kenneth City, 6000 54<sup>th</sup> Avenue North, Kenneth City, Florida 33709.

#### 00140.03 - CONTRACT

The contract is entitled **Town Hall Security & Space Use Improvements**.

#### 00140.04 - BID SECURITY

Each Bidder must deposit with his bid a bid bond in the amount of ten percent (10%) of the bid total, made payable to the Town of Kenneth City. All bids may be held for a period of 60 days after receipt.

#### 00140.05 – TIME OF COMPLETION

The time of completion for this contract is **120** calendar days from date established in Start to Work Order.

#### 00140.06 - INSURANCE REQUIRED

Insurance requirements are outlined in Article 14 of the Contract (Section 00700).

#### 00140.07 – SCOPE OF WORK

The work to be performed under this contract shall consist of the furnishing of all labor, materials, and equipment necessary to satisfactorily complete the **Town Hall Security & Space Use Improvements** including written logs and testing in accordance with these plans and specifications. All workmanship and materials shall be fully guaranteed for a period of one year after date of acceptance by the Owner. All Testing shall be paid by the Contractor.

**END OF SECTION**

**SECTION 00310**

**PROPOSAL**

To: Town of Kenneth City

The following proposal is submitted in accordance with your advertisement inviting proposals to be received until **2:00 p.m. on Thursday, December 19, 2019** for the construction of the **Town Hall Security & Space Use Improvements**.

Having carefully examined the contract documents together with all addenda or bulletins, all as prepared by Advanced Engineering & Design, Inc., 3931 68<sup>th</sup> Avenue, Pinellas Park, Florida, 33781 and being familiar with the various conditions of the work, the undersigned herein agrees to furnish all materials required and to perform all labor necessary to satisfactorily construct the **Town Hall Security & Space Use Improvements** in accordance with the plans and specifications for the unit prices stated herein.

Accompanying this proposal is a Certified or Cashier's Check or Bid Bond in the amount of ten percent (10%) of the bid total drawn upon the \_\_\_\_\_ BANK and made payable to the Town of Kenneth City to serve as bid security.

It is understood that this proposal shall be effective until 60 days after the bid opening and that the sum of \$200.00 per day may be retained by the Owner in the event the contract is not complete within 120 calendar days after the date established in the Start to Work Order.

The undersigned hereby certifies that this proposal is genuine and not sham or collusive, or made in the interest or in behalf of any person, firm, or corporation not herein named and that the undersigned has not directly or indirectly induced or solicited any other bidder to submit a sham bid, or any other person, firm or corporation to refrain from bidding, and that the undersigned has not in any manner sought by collusion to secure for himself an advantage over any other bidder.

The undersigned Bidder agrees to accept the unit prices as full compensation for work performed.

ACKNOWLEDGEMENT is hereby made of receipt of the following ADDENDA issued during the bidding period, if any:

Addendum#1 _____	Dated: _____
Addendum#2 _____	Dated: _____
Addendum#3 _____	Dated: _____

ATTEST:

\_\_\_\_\_  
Corporate Secretary

AFFIX CORPORATE SEAL,  
if a corporation

\_\_\_\_\_  
Bidder's Business Name

By: \_\_\_\_\_  
Officer (or Principal)

Title: \_\_\_\_\_

\_\_\_\_\_  
Business Address

\_\_\_\_\_  
Business City/ State/ Zip Code

\_\_\_\_\_  
Business Telephone Number

**END OF SECTION**

**Section 00320A**

**Bid Schedule A**

*No changes shall be made to the Pay Item Quantities contained herein. Any corrections to bidders' entries shall be made in ink and shall be initialed by the bidder*

DIVISION	APPROXIMATE QUANTITIES	ITEM & UNIT PRICES BID (PRICES TO BE WRITTEN IN WORDS)	UNIT PRICE	AMOUNT
<b>Base Bid</b>				
1	1 Lump Sum	General Conditions		
		Lump Sum	\$	\$
4	1 Lump Sum	Structural Steel		
		Lump Sum	\$	\$
6	1 Lump Sum	Interior Framing & Drywall		
		Lump Sum	\$	\$
7	1 Lump Sum	Electrical		
		Lump Sum	\$	\$
10	1 Lump Sum	Millwork		
		Lump Sum	\$	\$
12	1 Lump Sum	Doors & Hardware		
		Lump Sum	\$	\$
14	1 Lump Sum	Flooring		
		Lump Sum	\$	\$
15	1 Lump Sum	Acoustical Ceiling		
		Lump Sum	\$	\$
16	1 Lump Sum	Painting / Finishes		
		Lump Sum	\$	\$

**Section 00320A**

**Bid Schedule A**

*No changes shall be made to the Pay Item Quantities contained herein. Any corrections to bidders' entries shall be made in ink and shall be initialed by the bidder*

DIVISION	APPROXIMATE QUANTITIES	ITEM & UNIT PRICES BID (PRICES TO BE WRITTEN IN WORDS)	UNIT PRICE	AMOUNT
<b>Base Bid</b>				
19	1 Lump Sum	Miscellaneous		
		Lump Sum	\$	\$
20	Square Feet	Allowance (Flooring)		
		Ten Dollars and Zero Cents Per Square Foot	\$ 15.00	\$
20	Square Feet	Allowance (Granite Countertop)		
		Fifty Dollars and Zero Cents Per Square Foot	\$ 50.00	\$
<b>TOTAL (SCHEDULE A)</b>		_____		\$ _____

**Section 00320B**

**Bid Schedule B**

*No changes shall be made to the Pay Item Quantities contained herein. Any corrections to bidders' entries shall be made in ink and shall be initialed by the bidder*

DIVISION	APPROXIMATE QUANTITIES	ITEM & UNIT PRICES BID (PRICES TO BE WRITTEN IN WORDS)	UNIT PRICE	AMOUNT
<b>Copy Room</b>				
1	1 Lump Sum	General Conditions		
		Lump Sum	\$	\$
4	1 Lump Sum	Structural Steel		
		Lump Sum	\$	\$
6	1 Lump Sum	Interior Framing & Drywall		
		Lump Sum	\$	\$
7	1 Lump Sum	Electrical		
		Lump Sum	\$	\$
10	1 Lump Sum	Millwork		
		Lump Sum	\$	\$
12	1 Lump Sum	Doors & Hardware		
		Lump Sum	\$	\$
16	1 Lump Sum	Painting / Finishes		
		Lump Sum	\$	\$
19	1 Lump Sum	Miscellaneous		
		Lump Sum	\$	\$
20	Square Feet	Allowance (Granite Countertop)		
		Fifty Dollars and Zero Cents		
		Per Square Foot	\$	50.00 \$
		<b>TOTAL</b>		
		<b>(SCHEDULE B)</b>		\$

**Section 00320C  
Bid Schedule C**

*No changes shall be made to the Pay Item Quantities contained herein. Any corrections to bidders' entries shall be made in ink and shall be initialed by the bidder*

DIVISION	APPROXIMATE QUANTITIES	ITEM & UNIT PRICES BID (PRICES TO BE WRITTEN IN WORDS)	UNIT PRICE	AMOUNT
<b>Building Department</b>				
1	1 Lump Sum	General Conditions		
		Lump Sum	\$	\$
4	1 Lump Sum	Structural Steel		
		Lump Sum	\$	\$
6	1 Lump Sum	Interior Framing & Drywall		
		Lump Sum	\$	\$
10	1 Lump Sum	Millwork		
		Lump Sum	\$	\$
12	1 Lump Sum	Doors & Hardware		
		Lump Sum	\$	\$
16	1 Lump Sum	Painting / Finishes		
		Lump Sum	\$	\$
19	1 Lump Sum	Miscellaneous		
		Lump Sum	\$	\$
20	Square Feet	Allowance (Granite Countertop)		
		Fifty Dollars and Zero Cents		
		Per Square Foot	\$	50.00 \$
<b>TOTAL (SCHEDULE C)</b> _____ _____				\$ _____

**Section 00320D**

**Bid Schedule D**

*No changes shall be made to the Pay Item Quantities contained herein. Any corrections to bidders' entries shall be made in ink and shall be initialed by the bidder*

DIVISION	APPROXIMATE QUANTITIES	ITEM & UNIT PRICES BID (PRICES TO BE WRITTEN IN WORDS)	UNIT PRICE	AMOUNT
<b>Break Room</b>				
1	1 Lump Sum	General Conditions		
		Lump Sum	\$	\$
6	1 Lump Sum	Interior Framing & Drywall		
		Lump Sum	\$	\$
7	1 Lump Sum	Electrical		
		Lump Sum	\$	\$
8	1 Lump Sum	Plumbing		
		Lump Sum	\$	\$
10	1 Lump Sum	Millwork		
		Lump Sum	\$	\$
14	1 Lump Sum	Flooring		
		Lump Sum	\$	\$
16	1 Lump Sum	Painting / Finishes		
		Lump Sum	\$	\$
19	1 Lump Sum	Miscellaneous		
		Lump Sum	\$	\$
20	Square Feet	Allowance (Flooring)		
		Ten Dollars and Zero Cents		
		Per Square Foot	\$ 15.00	\$



**Section 00320D**

**Bid Schedule D**

*No changes shall be made to the Pay Item Quantities contained herein. Any corrections to bidders' entries shall be made in ink and shall be initialed by the bidder*

DIVISION	APPROXIMATE QUANTITIES	ITEM & UNIT PRICES BID (PRICES TO BE WRITTEN IN WORDS)	UNIT PRICE	AMOUNT
<b>Break Room</b>				
20	Square Feet	Allowance (Granite Countertop)		
		Fifty Dollars and Zero Cents		
		Per Square Foot	\$ 50.00	\$
<b>TOTAL (SCHEDULE D)</b>		_____		\$ _____

**Section 00320E**

**Bid Schedule E**

*No changes shall be made to the Pay Item Quantities contained herein. Any corrections to bidders' entries shall be made in ink and shall be initialed by the bidder*

BID SCHEDULE	APPROXIMATE QUANTITIES	ITEM & UNIT PRICES BID (PRICES TO BE WRITTEN IN WORDS)	UNIT PRICE	AMOUNT
<b>Summary</b>				
A	1 Lump Sum	Base Bid		
		Lump Sum	\$	\$
B	1 Lump Sum	Copy Room		
		Lump Sum	\$	\$
C	1 Lump Sum	Building Department		
		Lump Sum	\$	\$
<p align="center"><b>TOTAL</b></p> <p align="center"><b>(SCHEDULE A + B + C)</b></p> <p align="right">_____ \$ _____</p>				

**SECTION 00340**

**PUBLIC ENTITY CRIMES STATEMENT**

SWORN STATEMENT UNDER SECTION 287.133(3)(a),  
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES.

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER  
OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to \_\_\_\_\_  
(Print name of the public entity)  
by \_\_\_\_\_  
(Print individual's name and title)  
for \_\_\_\_\_  
(Print name of entity submitting sworn statement)

whose business address is \_\_\_\_\_  
\_\_\_\_\_

and (if applicable its Federal Employer Identification Number (FEIN) is \_\_\_\_\_

(if the entity has no FEIN, include the Social Security Number of the individual signing  
this sworn statement: \_\_\_\_\_).

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133.(1)(a), Florida Statutes, means:

1. A predecessor or successor of a person convicted of a public entity crime: or
2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes

those officers, directors, executives' partners, shareholders employees, members and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract in which bids or applies to id on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in management of an entity.
6. Based on information and belief, the statement that I have marked below is true in relation to the entity submitting the sworn statement. (Please indicate which statement applies.)

\_\_\_\_ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

\_\_\_\_ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

\_\_\_\_ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholder, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer and the State of Florida, Division of Administrative Hearings and the Final Order entered by the hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list (attach a copy of the final order).

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALANDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017 FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

\_\_\_\_\_  
(Signature)

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Personally known \_\_\_\_\_

\_\_\_\_\_

OR Produced Identification \_\_\_\_\_

Notary Public – State of Florida

\_\_\_\_\_  
(Type of identification)

My Commission Expires \_\_\_\_\_

\_\_\_\_\_  
(Printed, typed or stamped  
commissioned name of notary public)



1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation shall be null and void if:
  - 3.1 Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
  - 3.2 All Bids are rejected by Owner, or
  - 3.3 Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after the Bid due date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

**SECTION 00520**

**CONTRACTOR'S AFFIDAVIT**

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

Before me, the undersigned, a Notary Public, duly commissioned, qualified and acting in and for said County and State personally appeared \_\_\_\_\_  
(Individual, Partner, or duly authorized representative of Corporate Contractor) who being duly sworn according to law deposes and says that all labor, material and outstanding claims and indebtedness of whatever nature and the Town of Kenneth City (Owner) with \_\_\_\_\_ (Contractor) have been paid in full.

---

**(Individual, Partner, or duly authorized representative of Corporate Contractor)**

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

---

Notary Public

SEAL

Commission expires: \_\_\_\_\_

**END OF SECTION**



**SECTION 00530**

**CONTRACTOR'S RELEASE**

KNOW ALL MEN BY THESE PRESENTS that \_\_\_\_\_,  
A Contractor in the County of \_\_\_\_\_ and State of \_\_\_\_\_, do hereby  
acknowledge that \_\_\_\_\_ (Contractor) this day has had and  
received of and from the \_\_\_\_\_, the sum of One Dollar and other valuable  
consideration in full satisfaction and payment of all sums of money owing, payable and belonging  
to \_\_\_\_\_ (Contractor) by any means whatsoever, for  
on account of a certain agreement between the said \_\_\_\_\_ and  
\_\_\_\_\_ (Contractor) dated \_\_\_\_\_.

NOW THEREFORE, the said \_\_\_\_\_ (Contractor)(for myself,  
my heirs, executors and administrators)(for itself, its successor and assigns) do by these presents  
remit, release, quitclaim and forever discharge the said \_\_\_\_\_, its  
successors and assigns, of and from all claims and demands arising from or in connection with the  
said agreement dated \_\_\_\_\_, and of and from all, and all manner of  
action and actions, cause and causes of action and actions, suits, debts, dues, sums and sums of  
money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, agreements,  
promises, variances, damages, judgments, extents, executions, claims and demand, whatsoever in  
law or equity, or otherwise which against the said \_\_\_\_\_, its successors or  
assigns, the Contractor, its heirs, successors assigns ever had, now have, or which (I, my heirs,  
executors, or administrators)(it, its successors and assigns) hereafter can, shall or may have, for,  
upon or by reason of any matter cause or thing whatsoever, from the beginning of the world to the  
date of these presents.

IN WITNESS WHEREOF, \_\_\_\_\_ (Contractor) has  
caused these presents to be duly executed the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Signed, Sealed and Delivered in the presence of:

\_\_\_\_\_  
(Individual Contractor) (SEAL)

ATTEST; \_\_\_\_\_ (SEAL)  
(Partnership Contractor)

\_\_\_\_\_  
(Secretary) By \_\_\_\_\_ (SEAL)  
(Partner)

\_\_\_\_\_  
(Corporation)

AFFIX CORPORATE SEAL,  
If a corporation By \_\_\_\_\_  
(President or Vice President)

**SECTION 00610**

**PAYMENT BOND**

CONTRACTOR *(name, address, and telephone number):*

SURETY *(name, address of principal place of business, and telephone number):*

OWNER *(name, address, and telephone number):*

Town of Kenneth City ("Town")  
6000 54<sup>th</sup> Avenue North  
Kenneth City, FL 33709  
(727) 498-8948

**CONSTRUCTION CONTRACT**

Effective Date of the Agreement:

Amount:

Description *(name and location):* **TOWN HALL SECURITY & SPACE USE IMPROVEMENTS**

**BOND**

Bond Number:

Date *(not earlier than the Effective Date of the Agreement of the Construction Contract):*

Amount:

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

**CONTRACTOR AS PRINCIPAL**

**SURETY**

\_\_\_\_\_ *(seal)*

\_\_\_\_\_ *(seal)*

Contractor's Name and Corporate Seal

Surety's Name and Corporate Seal

**By:** \_\_\_\_\_

**By:** \_\_\_\_\_

Signature

Signature *(attach power of attorney)*

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

**Attest:** \_\_\_\_\_

**Attest:** \_\_\_\_\_

Signature

Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

IMPORTANT: Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state of Florida.

**Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Authority, or other party shall be considered plural where applicable.**

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner to pay for labor, materials, and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.
2. If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies, and holds harmless the Owner from claims, demands, liens, or suits by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 13) of claims, demands, liens, or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, and tendered defense of such claims, demands, liens, or suits to the Contractor and the Surety.
4. When the Owner has satisfied the conditions in Paragraph 3, the Surety shall promptly and at the Surety's expense defend, indemnify, and hold harmless the Owner against a duly tendered claim, demand, lien, or suit.
5. The Surety's obligations to a Claimant under this Bond shall arise after the following:
  - 5.1 Claimants who do not have a direct contract with the Contractor,
    - 5.1.1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
    - 5.1.2 have sent a Claim to the Surety (at the address described in Paragraph 13).
  - 5.2 Claimants who are employed by or have a direct contract with the Contractor have sent a Claim to the Surety (at the address described in Paragraph 13).
6. If a notice of non-payment required by Paragraph 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Paragraph 5.1.1.
7. When a Claimant has satisfied the conditions of Paragraph 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:
  - 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and
  - 7.2 Pay or arrange for payment of any undisputed amounts.
  - 7.3 The Surety's failure to discharge its obligations under Paragraph 7.1 or 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Paragraph 7.1 or 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.
8. The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Paragraph 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.
9. Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.
10. The Surety shall not be liable to the Owner, Claimants, or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to or give notice on behalf of Claimants, or otherwise have any obligations to Claimants under this Bond.
11. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.
12. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Paragraph 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
13. Notice and Claims to the Surety, the Owner, or the Contractor shall be mailed or delivered to the address shown on the page

on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

14. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

15. Upon requests by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

#### 16. Definitions

16.1 **Claim:** A written statement by the Claimant including at a minimum:

1. The name of the Claimant;
2. The name of the person for whom the labor was done, or materials or equipment furnished;
3. A copy of the agreement or purchase order pursuant to which labor, materials, or equipment was furnished for use in the performance of the Construction Contract;
4. A brief description of the labor, materials, or equipment furnished;
5. The date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
6. The total amount earned by the Claimant for labor, materials, or equipment furnished as of the date of the Claim;
7. The total amount of previous payments received by the Claimant; and

8. The total amount due and unpaid to the Claimant for labor, materials, or equipment furnished as of the date of the Claim.

16.2 **Claimant:** An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials, or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms of "labor, materials, or equipment" that part of the water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.

16.3 **Construction Contract:** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

16.4 **Owner Default:** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

16.5 **Contract Documents:** All the documents that comprise the agreement between the Owner and Contractor.

17. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

**SECTION 610**

**PERFORMANCE BOND**

CONTRACTOR *(name, address, and telephone number):*

SURETY *(name, address of principal place of business, and telephone number):*

OWNER *(name, address, and telephone number):*

Town of Kenneth City ("Town")  
6000 54<sup>th</sup> Avenue North  
Kenneth City, FL 33709  
(727) 498-8948

**CONSTRUCTION CONTRACT**

Effective Date of the Agreement:

Amount:

Description *(name and location):* **TOWN HALL SECURITY & SPACE USE IMPROVEMENTS**

**BOND**

Bond Number:

Date *(not earlier than the Effective Date of the Agreement of the Construction Contract):*

Amount:

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

**CONTRACTOR AS PRINCIPAL**

**SURETY**

\_\_\_\_\_  
Contractor's Name and Corporate Seal *(seal)*

\_\_\_\_\_  
Surety's Name and Corporate Seal *(seal)*

By: \_\_\_\_\_  
Signature

By: \_\_\_\_\_  
Signature *(attach power of attorney)*

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

Attest: \_\_\_\_\_  
Signature

Attest: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

IMPORTANT: Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state of Florida.

**Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Authority, or other party shall be considered plural where applicable.**

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Paragraph 3.

3. If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after:

3.1 The Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor, and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Paragraph 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor, and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;

3.2 The Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and

3.3 The Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

4. Failure on the part of the Owner to comply with the notice requirement in Paragraph 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

5. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owners concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 7 in excess of the Balance of

the Contract Price incurred by the Owner as a result of the Contractor Default; or

5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:

5.4.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or

5.4.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

6. If the Surety does not proceed as provided in Paragraph 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Paragraph 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

7. If the Surety elects to act under Paragraph 5.1, 5.2, or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication for:

7.1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

7.2 additional legal, design professional, and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 5; and

7.3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

8. If the Surety elects to act under Paragraph 5.1, 5.3, or 5.4, the Surety's liability is limited to the amount of this Bond.

9. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors, and assigns.

10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.

11. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted

within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum periods of limitations available to sureties as a defense in the jurisdiction of the suit shall be applicable.

12. Notice to the Surety, the Owner, or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

#### 14. Definitions

14.1 Balance of the Contract Price: The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made including allowance for the Contractor for any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

14.2 Construction Contract: The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

14.3 Contractor Default: Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

14.4 Owner Default: Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

14.5 Contract Documents: All the documents that comprise the agreement between the Owner and Contractor.

15. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

**SECTION 00700**  
**TOWN OF KENNETH CITY**



**CONTRACT AND GENERAL CONDITIONS FOR  
CONSTRUCTION SERVICES**

**PROJECT: TOWN HALL SECURITY & SPACE USE  
IMPROVEMENTS**

This **AGREEMENT** made on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_, **BETWEEN** the TOWN, **TOWN OF KENNETH CITY**, 6000 54<sup>th</sup> Avenue North, Kenneth City, FL 33709 (“TOWN”) and the **CONTRACTOR**, \_\_\_\_\_, a Florida Corporation, FEIN \_\_\_\_\_ (“CONTRACTOR”) who agree as follows:



SECTION 00700

# CONTRACT AND GENERAL CONDITIONS FOR CONSTRUCTION SERVICES

## Town Hall Security & Space Use Improvements

### ARTICLE 1 – DEFINITIONS

**Allowance** - An amount included in the contract amount to be used exclusively for equipment, materials or some other purpose specified in the Contract Documents and whose use is under the control of the TOWN.

**Application for Payment** - A formal written request for payment submitted by the CONTRACTOR to the Engineer for payment for work performed pursuant to this Contract.

**Bid** - A formal solicitation issued by the Town of Kenneth City, identifying the scope, terms, conditions, and specifications of goods and services procured from private CONTRACTORS.

**Bid Documents** - The documents either provided or incorporated by reference defining and documenting the scope of services, conditions under which services are to be provided, conditions under which a CONTRACTOR will be selected and the work will be performed, and the technical specifications for the equipment, goods, or services being procured.

**Certificate for Payment** - An application for payment which has been signed by the Engineer, who certifies that the pay request is proper and all representations made by the CONTRACTOR are correct.

**Certificate of Substantial Completion** - A form signed by the Engineer certifying that the work, or a designated portion of the work, has been completed to such an extent that it may be occupied by the TOWN for its intended purpose.

**Change Order** - A form documenting the CONTRACTOR and TOWN's agreement to modify the work where the modification involves a change in Contract Amount, Contract Time, or the intent of the Contract Documents.

**Claim** - A demand or assertion by one of the parties to the Contract for an adjustment or interpretation of contract terms, Contract amount, Contract time, or other relief with respect to the terms of the Contract. Claims may also include other disputes between the TOWN and CONTRACTOR concerning the manner in which work is being performed.

**Construction Change Directive** - An order signed by the Engineer instructing the CONTRACTOR to change the Work.

**Construction Schedule** - An action plan summarizing how the CONTRACTOR proposes to complete the entire work in the Contract Documents within the established Contract Time. The Construction Schedule should identify key tasks and activities necessary to complete the project within the Contract Time.

**Contract/Agreement** - The agreement between the TOWN and the CONTRACTOR as defined by the Contract Documents. This Contract represents the entire agreement between the parties hereto and supersedes any prior negotiations, representations, agreements, or understandings, either written or oral.

**CONTRACTOR** - The person or entity identified in the Contract Documents as being responsible for performing the work under the Contract.

**Contract Amount** - The stipulated sum to which the TOWN agrees to pay the CONTRACTOR for performing the work described in the Contract Documents, as modified by Change Order.

**Contract Documents** - Individual documents which collectively comprise the Contract between the TOWN and CONTRACTOR, including 1) The Contract between the TOWN and CONTRACTOR, 2) Bid Documents including the invitation to bid, instructions to bidders and CONTRACTOR bid package, 3) Drawings, Specifications, Plans, Project Manual contained in bid Town Hall Security & Space Use Improvements package, 4) Addenda issued prior to execution of the Contract, 5) Other documents listed in the Contract, and 6) Modifications issued after execution of the Contract, including: 1) Written amendments to the Contract signed by both parties, 2) Construction Change Orders, and Construction Change Directives.

**Contract Time** - The period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the work. Contract Time is the time between the Date of Commencement identified in the Notice to Proceed issued by the TOWN and the date established in the Contract for Substantial Completion.

**Date of Commencement** - The date specified in the Notice to Proceed issued by the TOWN specifying when the CONTRACTOR may begin work on the Project.

**Day** - As referenced in this Contract “Day” includes all calendar days including weekends, holidays, and days of inclement weather. The word “Day” means a calendar day of 24 hours measured from midnight to the next midnight.

**Defective** - The word “defective,” when modifying the word “Work,” refers to Work that is unsatisfactory, faulty, or deficient in that it:

- a. does not conform to the Contract Documents; or
- b. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents; or
- c. has been damaged prior to Engineer’s recommendation of final payment.

**Drawings & Plans** - Graphic and pictorial portions of the Contract Documents, showing the design, location and dimensions of the work generally including plans, elevations, sections, details, schedules and diagrams.

**Engineer** - The design professional retained by the TOWN responsible for designing the facilities to be constructed and/or the design professional responsible for providing contract administration during construction services and to assess whether construction services are provided in accordance with the Contract Documents.

**Final Acceptance** - The TOWN's final acceptance of the work performed by the CONTRACTOR as recognized by making final and complete payment for all Work intended by the Contract Documents.

**Furnish, Install, Perform, Provide** - The word "furnish," when used in connection with services, materials, or equipment, shall mean to supply and deliver said services, materials, or equipment to the Project Site (or some other specified location) ready for use or installation and in usable or operable condition. The word "install," when used in connection with services, materials, or equipment, shall mean to put into use or place in final position said services, materials, or equipment complete and ready for intended use. The words "perform" or "provide", when used in connection with services, materials, or equipment, shall mean to furnish and install said services, materials, or equipment complete and ready for intended use. If the Contract Documents establish an obligation of CONTRACTOR with respect to specific services, materials, or equipment, but do not expressly use any of the four words "furnish", "install", "perform", or "provide", then CONTRACTOR shall furnish and install said services, materials, or equipment complete and ready for intended use.

**Liens** – Charges, security interest or encumbrances upon Contract related funds, real property, or personal property.

**Lump Sum** - The Contractor under the Lump Sum Contract is responsible for completing the project within the agreed fixed cost set forth in the Contract.

**Non-Substantial Deviation** - A change in the work or deviation from the plans, specifications, or other Contract Documents which does not change the Contract Amount, Contract Time, or the intent of the Contract Documents.

**Notice of Claim** - A memorandum or letter presented to the Engineer detailing a Claim for additional compensation. The memorandum or letter must be labeled "Notice of Claim" and specifically identify the conditions giving rise to the Claim and the amount of additional compensation being requested.

**Notice to Proceed** - A letter issued by the TOWN officially communicating the date when the CONTRACTOR may begin work on the Project or a designated portion of the Project.

**Principal Portion of the Work** - Work or equipment provided by a Subcontractor with which the CONTRACTOR has a direct Contract; and Subcontractors or other material or equipment providers as designated by the Engineer or Project Manager.

**Project** - All physical improvements planned for a defined site. Work performed under the Contract Documents may comprise the whole work, or part of the work planned for the Project Site.

**Product Data** - Illustrations, standard schedules, performance charts, instructions, brochures, diagrams, and other information furnished by the CONTRACTOR to illustrate materials or equipment for some portion of the work.

**Project Manual** - A volume or volumes usually assembled to describe with work that may include bidding requirements, sample forms, the Contract, and specifications.

**Project Manager** - The TOWN's authorized agent for communication with the Engineer and CONTRACTOR and making decisions on the TOWN's behalf as provided in the Contract Documents.

**Project Site** - The physical location identified in the Contract Documents where work is to be accomplished.

**Samples** -Physical examples that illustrate the materials, equipment, workmanship, or application methods by which the work will be judged.

**Schedule of Values** - The amount of money and percentage of the Contract Amount attributable to various components or portions of the work, where prepared in such a form and supported by such data to substantiate its accuracy.

**Shop Drawings** - Drawings, diagrams, schedules and other data specially prepared for the work by the CONTRACTOR or Subcontractor, manufacturer, supplier, or distributor to illustrate some portion of the work in general detail than is provided in the plans or specifications.

**Specifications** - That portion of the Contract Documents comprising written standards and requirements for materials, equipment, construction systems, and workmanship for the work, and performance of related systems.

**Subcontractor** - A person or entity that has a direct Contract with the CONTRACTOR to perform a portion of the work.

**Submittal** – Shop drawings, material data, samples and product data required by the Engineer of Record for approval.

**Substantial Completion** - The stage of construction where the work or designated portion thereof is sufficiently complete so that the TOWN can occupy or use the work for its intended purpose.

**Substantial Completion of a Designated Portion** - Declaration by the TOWN that a designated portion of the work has been completed.

**Substantial Deviation** - A change in the work that deviates from the intent of the Contract Documents, Contract Amount, or Contract Time.

**Superintendent** - The CONTRACTOR's authorized representative on the Project Site.

**Supplier** - A person or entity who provides equipment, material, or other resources required by the CONTRACTOR or Subcontractors to perform the Work.

**Town** – The Town of Kenneth City, or the Town of Kenneth City's authorized representatives.

**Work** - The construction and services required by the Contract Documents, whether completed or partially completed, including all labor, materials, equipment and services provided or to be provided by the CONTRACTOR in fulfillment of obligations under the Contract. The work may constitute the whole Project or part of the Project.

**Unit Price Work** – Work to be paid on the bases of unit prices.

## **ARTICLE 2 – PRELIMINARY MATTERS**

1. **Delivery of Documents**  
When the CONTRACTOR delivers the signed Contract to the TOWN, the CONTRACTOR shall also deliver to the TOWN such bonds and insurance policies, certificates or other documents as the CONTRACTOR may be required to furnish in accordance with the Contract Documents.
2. **Copies of Documents**  
The TOWN shall furnish to the CONTRACTOR three copies (unless otherwise specified in the Supplementary Conditions) of the Contract Documents including one fully executed counterpart of the Contract, and one copy in electronic portable document format (PDF). Additional printed copies will be furnished upon request at the cost of reproduction.
3. **Commencement of Contract Times; Notice to Proceed**  
The Commencement Date shall be established by the TOWN and communicated to the CONTRACTOR in a Notice to Proceed (NTP) sent by registered mail to the CONTRACTOR's place of business not later than 30 calendar days following execution of the Contract, or receipt of proper permits from regulatory agencies having jurisdiction over the project, whichever is later.
4. **Starting the Project**  
The CONTRACTOR shall start to perform the Work on the date when the Contract Time commences to run, but no Work shall be done at the site prior to the date on which the Contract Time commences to run.
5. **Before Starting Construction**
  - a. Preliminary Schedules

Within 10 days after the Effective Date of the Contract (or as otherwise specifically required by the Contract Documents), CONTRACTOR shall submit to Engineer for timely review:

- i. a preliminary Construction Schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any milestones specified in the Contract and identifying the times/dates of required submittals and time requirements for Engineer's review of the submittals and the performance of related construction activities; and
- ii. a preliminary Schedule of Values for all of the Work which includes quantities and prices of items which when added together equal the Contract Amount and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.
- iii. As provided for in Article 8, the Schedule of Values shall be reviewed by the Engineer and approved by the TOWN, and shall be used as the basis for reviewing the CONTRACTOR's Applications for Payment. The Schedule of Values shall include a cost breakdown indexed per the Sections of the Specifications, which shall clearly set forth labor as distinct from materials and from equipment.

6. Preconstruction Conference

Before any Work at the Project Site is started, a conference attended by the TOWN, CONTRACTOR, Engineer, and others as appropriate will be held to establish a working understanding among the parties as to the Work and to discuss the schedules referred to in Paragraph 5, procedures for handling Shop Drawings, Samples, and other submittals, processing Applications for Payment, electronic or digital transmittals, and maintaining required records.

At this conference the TOWN and CONTRACTOR each shall designate, in writing, a specific individual to act as its authorized representative with respect to the services and responsibilities under the Contract. Such individuals shall have the authority to transmit and receive information, render decisions relative to the Contract, and otherwise act on behalf of each respective party.

7. Finalizing Schedules

At least ten days before submission of the first Application for Payment a conference attended by the CONTRACTOR, TOWN, ENGINEER and others as appropriate will be held to finalize the schedules submitted in accordance with the Contract. The finalized progress schedule will be acceptable to the TOWN as providing an orderly progression of the Work to completion within the Contract Time, but acceptance will neither impose on the TOWN responsibility for the progress or scheduling of the Work nor relieve the CONTRACTOR from full responsibility therefor. The finalized schedule of values will be acceptable to the TOWN as to form and substance.

## ARTICLE 3 - CONTRACT DOCUMENTS

### 1. Intent of Contract Documents

Execution of the Contract by the CONTRACTOR is a representation that the CONTRACTOR has become familiar with the Contract Documents and field conditions under which the Work is to be performed within the requirements of Work specified by the Contract Documents, all of which are incorporated herein by reference.

It is the intent of the Contract to describe a functionally complete project (or part thereof) to be constructed in accordance with the Contract. CONTRACTOR shall be responsible for the construction and coordination of the parts of the Project, and all systems provided shall be completely compatible and fully functional without additional cost to the TOWN.

Unless otherwise stated in the Contract, if there is a discrepancy between the electronic or digital versions of the Contract (including any printed copies derived from such electronic or digital versions) and the printed record version, the printed record version shall govern.

Engineer will issue clarifications and interpretations of the Contract as provided herein.

Each and every provision of law and clause required by law to be inserted in this Contract shall be deemed to be inserted herein, and they shall be read and enforced as though they were included herein, and if through mistake or otherwise, any such provision is not included, or if not correctly inserted, then upon the application of either party, the Contract Documents shall forthwith be physically amended to make such insertion.

### 2. Reuse of Documents

Neither CONTRACTOR nor any Subcontractor or Supplier or other person or organization performing or furnishing any of the Work under a direct or indirect contract with the TOWN shall have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or its consultants, including electronic media editions, or reuse any such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of TOWN and Engineer and specific written verification or adaptation by Engineer; or have or acquire any title or ownership rights in any other Contract Documents, reuse any such Contract Documents for any purpose without TOWN's express written consent, or violate any copyrights pertaining to such Contract Documents.

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

### 3. References and Manuals

Reference in the Contract Documents to standard specification manuals, reference standards, or codes of any technical society, organization, or association, to the laws or regulations, whether such reference be specified or by implication, shall mean the standard specification, manual, reference standards, codes, law, or regulation in effect at the time of the opening of bids or on the effective date of the Contract, except as may be otherwise specifically stated in the Contract Documents.

No provision of any such standard specification, manual, reference standard, or code, or any instruction of a Supplier, shall be effective to change the duties or responsibilities of TOWN, CONTRACTOR, or Engineer, or any of their Subcontractors, consultants, agents, or employees, from those set forth in the part of the Contract Documents prepared by or for Engineer. No such provision or instruction shall be effective to assign to TOWN, Engineer, or any of their officers, directors, members, partners, employees, agents, consultants or subcontractors, any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of the part of the Contract Documents prepared by the Engineer.

#### **ARTICLE 4 - SCOPE OF WORK**

The CONTRACTOR shall execute the entire Work described in the Contract Documents.

#### **ARTICLE 5 - SUBSTANTIAL COMPLETION DATE AND DELAYS**

The CONTRACTOR shall commence work within 15 days from the date of Notice to Proceed. The CONTRACTOR shall achieve Substantial Completion of Work not later than 150 consecutive calendar days after the date specified by the Notice to Proceed, subject to adjustments of the Contract Time as provided in the Contract Documents. The CONTRACTOR shall achieve Final Completion of the Work not later than 60 days after reaching Substantial Completion.

Time limits herein stated in the Contract Documents are of the essence of the Contract. By executing the Contract the CONTRACTOR confirms that the Contract Time is a reasonable period for performing the Work.

CONTRACTOR shall carry on the Work and adhere to the Construction Schedule during all disputes or disagreements with TOWN. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, or during any appeal process, except as may be permitted herein, or as TOWN and CONTRACTOR may otherwise agree to in writing.

If CONTRACTOR's performance or progress is delayed, disrupted, or interfered with by unanticipated causes not the fault of and beyond the control of TOWN, CONTRACTOR, and those for which they are responsible, then CONTRACTOR may be entitled to an equitable adjustment in Contract Times. CONTRACTOR's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to CONTRACTOR's ability to complete the Work within the Contract Times. Such an adjustment shall be CONTRACTOR's sole and exclusive remedy for the delays, disruption, and interference described in this paragraph. Causes of delay,



disruption, or interference that may give rise to an adjustment in Contract Times under this paragraph include, but are not limited to, the following:

1. Severe and unavoidable natural catastrophes such as fires, floods, epidemics, and earthquakes;
2. Abnormal weather conditions;
3. Acts or failures to act of utility; and
4. Acts of war or terrorism.

No delay shall entitle the CONTRACTOR to an increase of the Contract Amount except where the TOWN or Engineer acted in bad faith to prevent the progress of Work. The CONTRACTOR acknowledges that in agreeing to the Contract Amount, it has assessed the potential impact of the limitations of this section on its ability to recover additional compensation in connection with a Work delay or interference and the CONTRACTOR agrees that the limitations will apply, regardless of the accuracy of the CONTRACTOR's assessment or actual costs incurred by the CONTRACTOR in connection with any such delays or interference.

#### **ARTICLE 6 - CONTRACT AMOUNT**

The TOWN shall pay the CONTRACTOR the sum of \$ \_\_\_\_\_, subject to additions and deductions as provided in the Contract Documents for all Work described in Article 4.

#### **ARTICLE 7 - LIQUIDATED DAMAGES/SPECIAL DAMAGES**

1. Liquidated Damages.

The CONTRACTOR and TOWN mutually agree that said work shall be prosecuted regularly, diligently, and uninterruptedly at such rate of progress as will ensure full completion thereof within the time specified. It is expressly understood and agreed, by and between the CONTRACTOR and TOWN, that the time for the completion of the Work described herein is a reasonable time for the completion of the same, taking into consideration the average climatic range and usual industrial conditions prevailing. CONTRACTOR and TOWN recognize that time is of the essence.

If the said CONTRACTOR shall neglect, fail or refuse to complete the work within the time specified, or any proper extension thereof granted in accordance with this Contract, then the CONTRACTOR does hereby agree, as a part of consideration for the award of this contract, to pay the TOWN the amount of \$200 for each calendar day beyond the Substantial Completion date, not as a penalty, but as liquidated damages for such breach of Contract. Furthermore, the CONTRACTOR agrees to pay the TOWN the amount of \$100 for each calendar day the Work remains incomplete after the date established for Final Completion.

The said amount is fixed and agreed upon by and between the CONTRACTOR and TOWN because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages the TOWN would in such event sustain, and said amount is agreed to be the amount of damages which the TOWN would sustain. However said liquidated damages shall not be construed to limit the TOWN's damages for any claim for CONTRACTOR's negligence,

defective performance or their other breach of this contract. Also, failure to meet requirements for substantial or final completion shall subject the CONTRACTOR to reinspection fees as set forth in Article 9, (c)(18), Testing and Inspections.

Both Liquidated Damages and Reinspection Fees shall be implemented using a Deductive Change Order or Construction Change Directive.

2. Special Damages.

In addition to the amount provided for liquidated damages, CONTRACTOR shall reimburse TOWN: (1) for any fines or penalties imposed on TOWN as a direct result of the CONTRACTOR's failure to attain Substantial Completion according to the Contract Times, and (2) for the actual costs reasonably incurred by TOWN for engineering, construction observation, inspection, and administrative services needed after the time for Substantial Completion (as duly adjusted pursuant to the Contract), until the Work is substantially complete.

After CONTRACTOR achieves Substantial Completion, if CONTRACTOR shall neglect, refuse, or fail to complete the remaining Work within the Contract Times, CONTRACTOR shall reimburse TOWN for the actual costs reasonably incurred by TOWN for engineering, construction observation, inspection, and administrative services needed after the time specified for Work to be completed and ready for final payment (as duly adjusted pursuant to the Contract), until the Work is completed and ready for final payment.

## **ARTICLE 8 - PAYMENTS**

1. Progress Payments

The Schedule of Values will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to the Engineer. Any progress payments on account of Unit Price Work will be based on the number of units completed.

Based upon Applications for Payment submitted to the Engineer by the CONTRACTOR and Certificates for Payments issued by the Engineer, the TOWN shall make progress payments on account of the Contract Amount to the CONTRACTOR as provided below and elsewhere in the Contract Documents.

The period covered by each Application for Payment shall be one calendar month ending on the last day of the month.

Provided an Application for Payment is received by the Engineer not later than the 15<sup>th</sup> day of the month, the TOWN shall make payment to the CONTRACTOR not later than the last day of the month. If a valid Application for Payment is received by the Engineer after the Application date fixed above, payment shall be made 30 days after the Engineer received the Application for Payment.

Applications for Payment shall indicate the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

Subject to the provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

Take that portion of the Contract Amount properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the total Contract Amount allocated to that portion of the Work in the Schedule of Values, less retainage of 10%.

Subtract the aggregate of previous payments made by the TOWN.

The progress payment shall be further modified under the following circumstances:

Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to 90% of the Contract Amount less such amounts as the Engineer and TOWN shall be determined for incomplete Work and unsettled claims.

Please note that some portion of the Contract Amount may be paid from the proceeds of a grant, loan or revenue bonds (hereinafter "funding") obtained by the TOWN for this Work and the funding documents may impose certain conditions, limitations, procedures and restrictions. The CONTRACTOR shall coordinate with the TOWN and the Engineer in order to comply with the conditions, limitations, procedures and restrictions that related to the delivery of materials, the Work, applications for payment and other matters concerning the administration of the Contract.

## 2. Final Inspection and Payment

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

### Final Payment.

Final payment, comprising the entire unpaid balance of the Contract Amount, shall be made by the TOWN to the CONTRACTOR when the Contract has been fully performed and accepted by the TOWN. Furthermore, payment shall be made within 30 days of the TOWN receiving a final Certificate of Payment from the Engineer. CONTRACTOR's acceptance of final payment from the TOWN shall constitute a full waiver and release by CONTRACTOR of all claims against the TOWN arising out of or related to the Project.

## 3. CONTRACTOR Applications for Payment

By the 15<sup>th</sup> of each month the CONTRACTOR shall submit to the TOWN's Engineer of Record an itemized Application for Payment in accordance with the Schedule of Values. Such application shall be supported by data substantiating the CONTRACTOR's right to payment as the TOWN or Engineer may require. Payment shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation into work. If approved in writing by the TOWN, payment may similarly be made for materials and equipment suitably stored off the site.

Applications for Payment not include:

- Payments on account of changes in the Work which have not been approved by the TOWN in a Change Order; and
- Payment of amounts the CONTRACTOR does not intend to pay to a Subcontractor or Supplier because of a dispute or other reason.

The Application for Payment shall also be accompanied by a bill of sale, invoice or other documentation warranting the TOWN has received the materials and equipment free and clear of all Liens (in the form of a waiver and release as contemplated in Chapter 713 of the Florida Statutes), and evidence that the materials and equipment are covered by appropriate property insurance, warehouse bond, or other arrangements to protect the TOWN's interest therein, all of which must be satisfactory to the TOWN.

CONTRACTOR shall furnish evidence that payment received on the basis of materials and equipment not incorporated and suitably stored on Project Site has in fact been paid to the respective supplier(s) in the form of a waiver and release as contemplated by Chapter 713 of the Florida Statutes within 30 days of payment by the TOWN. Failure to provide such evidence of payment may result in the withdrawal of previous approval(s) and removal of the cost of related materials and equipment from the next submitted Application for Payment.

4. Certification of Payment Requests

Within seven (7) days after receipt of a CONTRACTOR's Application for Payment, the Engineer, in consultation with the TOWN, will issue a Certificate for Payment for an amount the Engineer and TOWN determines is due, or notify the CONTRACTOR in writing of the reasons for withholding certification. A Certificate of Payment shall not constitute acceptance of Work not in accordance with the Contract Documents.

5. Criteria for Withholding a Certificate for Payment

The Engineer or TOWN may withhold a Certificate for Payment in whole or in part if in the TOWN's opinion, the CONTRACTOR representations to the TOWN are not supported. If the CONTRACTOR and the TOWN cannot agree on a revised amount, the TOWN will promptly issue a Certificate of Payment for the amount to which the TOWN are able to certify payment. Certification may be withheld for these reasons:

- Defective Work not corrected;

- Reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Amount;
- Damages owed to the TOWN or others;
- Evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or estimated Liquidated Damages;
- Persistent failure to carry out the Work in accordance with the Contract Documents;
- CONTRACTOR failed to provide and maintain required bond or insurance;
- CONTRACTOR has failed to take reasonable and customary measures to avoid damage, delay, disruption, and interference with other work at or adjacent to the Project Site;
- TOWN has incurred extra charges or engineering costs related to submittal reviews, evaluations of proposed substitutes, tests and inspections, or return visits to manufacturing or assembly facilities;
- An event that would constitute a default by CONTRACTOR and therefore justify a termination for cause has occurred; or
- Liens have been filed in connection with the Work, except where CONTRACTOR has delivered a specific bond satisfactory to TOWN to secure the satisfaction and discharge of such Liens.

When reasons for withholding certification are corrected, the Engineer and TOWN will certify amounts previously withheld.

6. CONTRACTOR's Warranty of Title

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

No material or supplies for Work shall be purchased by CONTRACTOR or Subcontractor subject to any title mortgage or under any conditional sale contract or any other agreement by which an interest is retained by the Seller. CONTRACTOR warrants that CONTRACTOR has good title to all materials and supplies used by CONTRACTOR in the Work, free from all liens, claims, or encumbrances.

CONTRACTOR shall defend, indemnify, and save TOWN and Engineer harmless from all claims (including but not limited to expert fees, and attorneys' fees and costs) growing out of the lawful demand of the Subcontractors, Suppliers, laborers, workman, mechanics, material men and furnishers and machinery and parts thereof, equipment, power tools, and all supplies incurred in the furtherance of the performance of this Contract. CONTRACTOR shall, at TOWN's request, furnish satisfactory evidence that all applications of the nature here and above designated have been paid, discharged, or waived. If CONTRACTOR fails to do so, then TOWN may, after having served written notice on said CONTRACTOR, either pay unpaid bills in which TOWN has written notice direct, or withhold from CONTRACTOR's unpaid compensation a sum of money deemed reasonable sufficient to pay any and all such lawful claims until satisfactory evidence is

furnished that all liabilities have been fully discharged, whereupon payment to the CONTRACTOR shall be resumed, in accordance with the terms of the Contract, but in no event shall the provisions of this sentence be construed to impose any obligations upon the TOWN to either CONTRACTOR or CONTRACTOR Surety. In paying any unpaid bills of the CONTRACTOR, TOWN shall be deemed the agent of the CONTRACTOR and any payment so made by the TOWN shall be considered a payment made under the Contract by TOWN to CONTRACTOR and TOWN shall not be liable to CONTRACTOR for any such payment made in good faith.

7. Substantial Completion of a Designated Portion

The TOWN may release a designated portion of the Work under this Contract upon the issuance of a Certificate of Substantial Completion for the Designated Portion. Subsequent to said release, the TOWN may make payment to the CONTRACTOR up to the pro-rated amount of the Contract Amount that is allocable to the value of the Designated Portion of the Work under the Contract. Payment under this provision may be made in full with no retainage, or a lesser retainage, at the sole discretion of the TOWN.

Further, the parties agree that in the event the TOWN releases a Designated Portion of the Work, whether or not retainage is released for the Designated Portion of the Work, the CONTRACTOR agrees that all insurance required by the Contract Documents will remain in full force and effect until final acceptance of the entire Work by the TOWN.

8. Substantial Completion

When the CONTRACTOR considers that the Work or a portion thereof, which the TOWN agrees to accept separately, is Substantially Complete, the CONTRACTOR shall prepare and submit to the Engineer a comprehensive list of items to be completed and corrected. The CONTRACTOR shall proceed promptly to complete and correct items on the list. Failure to include an item on the list does not relieve the CONTRACTOR of the responsibility to complete all Work in accordance with the Contract Documents.

Upon receipt of the CONTRACTOR's list, the Engineer will make an inspection, and with the approval of the TOWN, determine whether the Work, or designated portion thereof, is Substantially Complete. If the Engineer's inspection discloses any item, whether or not included on the CONTRACTOR's list, which is not in accordance with the requirements of the Contract Documents, the CONTRACTOR shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Engineer.

The CONTRACTOR may request additional inspections by the Engineer as may be reasonable to determine when Substantial Completion has been achieved. When the Work or designated portion thereof, is Substantially Complete, the Engineer will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion and shall establish responsibilities of the TOWN and CONTRACTOR for:

- Security;
- Maintenance;

- Water, sewer, electric and other utilities;
- Damages to the Work; and
- Insurance Responsibilities

The Certificate shall also establish the time within which the CONTRACTOR shall finish all items on the list of incomplete Work or corrections otherwise necessary to meet the requirements of the Contract Documents.

Warranties required by the Contract Documents shall commence on the date of Substantial Completion, or designated portion thereof, unless otherwise provided in the Certificate of Substantial Completion. The Certificate of Substantial Completion shall be submitted to the TOWN and CONTRACTOR for their written acceptance of responsibilities assigned to each.

Upon Substantial Completion of the Work, or designated portion thereof, and upon application by the CONTRACTOR, certification by the Engineer, and approval by the TOWN, the TOWN shall make payment, reflecting adjustment in retainage, if any, for such Work or portion thereof as provided in the Contract Documents.

9. Final Acceptance and Payment

Upon receipt of written notice that the Work is ready for Final Inspection and upon receipt of a Final Application for Payment, the Engineer shall promptly inspect the Work. When the Engineer and TOWN find the Work acceptable under the Contract Documents and the Contract fully performed, the Engineer shall issue a Certificate for Final Payment.

Neither final payment or any remaining retainage shall become due until the CONTRACTOR submits to the Engineer all information required in the Contract Documents, including, but not limited to, warranties, as-built plans, and operation and maintenance manuals.

Furthermore, neither final payment nor any remaining retainage, shall become due until the CONTRACTOR executes and presents to the TOWN a "Certificate of Claims Paid" and "Release of all Claims" form in such a form as may be acceptable to the TOWN. Acceptance of final payment by the CONTRACTOR shall comprise a release of all claims under the Contract, and receipt of which acknowledges full and complete payment for all Work done, materials and equipment furnished, and damages or claims arising under this Contract.

Application for Final Payment:

- (a) After CONTRACTOR has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, annotated record documents (as provided in Article 10,(c)(10)), and other documents, CONTRACTOR may make application for final payment.

- (b) The final Application for Payment shall be accompanied (except as previously delivered) by:
  - i. All documentation called for in the Contract Documents;
  - ii. Consent of the surety, if any, to final payment;
  - iii. Satisfactory evidence that all title issues have been resolved such that title to all Work, materials, and equipment has passed to TOWN free and clear of any liens or other title defects, or will so pass upon final payment;
  - iv. A list of all disputes that CONTRACTOR believes are unsettled; and
  - v. Complete and legally effective releases or waivers (satisfactory to TOWN) of all lien rights arising out of the Work, and of liens filed in connection with the Work.
- (c) CONTRACTOR must furnish receipts or releases in full and an affidavit of CONTRACTOR that: (a) the releases and receipts include all labor, services, material, and equipment for which a lien could be filed; and (b) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which TOWN might in any way be responsible, or which might in any way result in liens or other burdens on TOWN's property, have been paid or otherwise satisfied. If any Subcontractors or Supplier fails to furnish such a release or receipt in full, CONTRACTOR may furnish a bond or other collateral satisfactory to TOWN to indemnify TOWN against any lien, the TOWN at its option may issue joint checks payable to CONTRACTOR and specified Subcontractors and Suppliers.

10. Corrective Period

If within one year from the date of final Completion (or such longer period of time as may be prescribed by the terms of any applicable special guarantee required by the Contract Documents, or by any specific provision of the Contract Documents), any Work that is found to be defective, or if the repair of any damages to the Project Site, adjacent areas that CONTRACTOR has arranged to use through construction easements or otherwise, and other adjacent areas used by CONTRACTOR as permitted by laws and regulations, is found to be defective, then CONTRACTOR shall promptly, without cost to TOWN and in accordance with TOWN's written instructions:

- (a) Correct the defective repairs to the Project Site or such other adjacent areas;
- (b) Correct the defective Work;
- (c) If the defective Work has been rejected by the TOWN, remove it from the Project and replace it with Work that is not defective; and
- (d) Satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others, or to other land or areas resulting therefrom.

If CONTRACTOR does not promptly comply with the terms of TOWN's written instructions, or in an emergency where delay would cause serious risk of loss or damage, TOWN may have the defective Work corrected or repaired or may have the rejected Work removed or replaced. CONTRACTOR shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out



of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others).

Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this paragraph, the corrective 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.

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

## **ARTICLE 9 - TERMINATION OR SUSPENSION OF THE CONTRACT**

### **1. TOWN May Suspend Work**

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

### **2. Termination by the CONTRACTOR**

The CONTRACTOR may terminate the Contract if the Work is stopped for a period of 90 days or longer only for the following reasons:

- Issuance of a Stop Work Order by a court or regulatory agency having jurisdiction over the project; or
- An act of government making materials or labor unavailable.

If any one of the reasons stated above exists, the CONTRACTOR shall be compensated as provided in this Contract only for Work executed in accordance with the Contract Documents.

### **3. Termination by TOWN For Cause**

The occurrence of any one or more of the following will constitute a default by CONTRACTOR and justify the TOWN's termination for cause:

- CONTRACTOR's refusal or failure to supply properly skilled workers or materials;
- CONTRACTOR's disregard of the laws, ordinances, or regulations of public authorities having jurisdiction over the Work;
- CONTRACTOR substantially breaching provisions of the Contract Documents;

- CONTRACTOR's repeated disregard of the authority of the TOWN or Engineer;
- CONTRACTOR becomes insolvent such that CONTRACTOR is unable to meet its debts as they mature, unable to pay its debts generally, or institutes or has instituted against it under any law relating to bankruptcy, insolvency, or reorganization or relief of debtor, a proceeding which seeks the adjustment protection or composition of CONTRACTOR or its debts or an Order providing for appointment of a receiver, trustee, or other similar official for Subcontractor part of its property;
- CONTRACTOR fails to comply with the public records requirements of this Contract; or
- If the CONTRACTOR abandons the Work or sublets this Contract or any portion thereof, without the previous written consent of the TOWN, or if the Contract or any claim thereunder shall be assigned by the CONTRACTOR otherwise than as herein specified.

If any such conditions exist, the TOWN may, without prejudice of any other rights or remedies of the TOWN, after having given the CONTRACTOR and the CONTRACTOR's surety seven days written notice, terminate the Contract and, subject to any prior rights or the surety:

- Enforce its rights under any applicable performance bond;
- Take possession of the Work.
- Incorporate in the Work all materials, equipment, tools, and machinery stored at the Project Site or for which the TOWN has paid CONTRACTOR but which are stored elsewhere;
- Accept assignment of Subcontracts; and
- Finish the Work by whatever means are available to the TOWN.

Should the Work be terminated according to this section the CONTRACTOR shall not be entitled to receive further payment until the Work is finished.

If the unpaid balance of the Contract Amount exceeds the costs of finishing the work, such excess shall be used to pay the CONTRACTOR amounts due for materials and equipment stored on site and Work completed in accordance with the Contract Documents which has been certified by the Engineer and accepted by the TOWN. If such costs exceed the unpaid balance, the CONTRACTOR shall pay the difference to the TOWN, which obligation for payment shall survive the termination of the Contract.

The costs of finishing the Work include, without limitation, all reasonable attorney's fees, additional title costs, insurance, additional interest because of delay in completing the Work, and all other direct, indirect, and consequential costs incurred by the TOWN by reason of the termination of the CONTRACTOR as stated herein. The TOWN shall be entitled to hold all amounts due the CONTRACTOR at the date of termination until all of the TOWN's costs have been established, and to apply such amounts to such costs.

Where CONTRACTOR's services have been so terminated by TOWN, the termination will not affect any rights or remedies of TOWN against CONTRACTOR then existing or which may thereafter accrue, or any rights or remedies of TOWN against CONTRACTOR or any surety under any payment bond or performance bond. Any retention or payment of money due CONTRACTOR by TOWN will not release CONTRACTOR from liability.

Additionally, in the event that the TOWN budgeted funds are not available for a new fiscal period, the TOWN shall notify the CONTRACTOR of such occurrence and the Contract shall terminate on the last day of the current fiscal period without penalty or expense to the TOWN.

Should the TOWN's termination of the CONTRACTOR for Cause be challenged, and should such challenge prevail, then the TOWN's termination of the CONTRACTOR shall be deemed to have been a termination for Convenience.

4. Termination by the TOWN for Convenience

The TOWN may, without cause, order the CONTRACTOR in writing to delay or terminate the Work in whole or in part for such period of time the TOWN may determine.

In the event of termination for convenience by the TOWN, the CONTRACTOR shall only be entitled to and paid compensation earned through the date of termination and Termination Expenses. Termination Expenses are those directly attributable to termination (such as demobilization costs). CONTRACTOR shall not be entitled to direct, indirect, or consequential damages, or other damages for loss from and including, but not limited to economic loss, loss of anticipated profits, idle equipment expenses, interest or carrying costs, overhead expenses, loss of efficiency, or loss of productivity.

## **ARTICLE 10 - EXECUTION OF THE PROJECT**

### **A. OBLIGATIONS OF THE ENGINEER**

1. Engineer as TOWN's Representative

The Engineer will provide project management services as described in the Contract Documents, and will serve as the TOWN's representative during construction, and until final payment is certified. The Engineer will consult with and advise the TOWN. The Engineer will have the authority to act on behalf of the TOWN only to the extent as provided in the Contract documents.

The Engineer specifically assumes no duty or responsibility which may be construed as being for the benefit of and thereby enforceable by other parties providing labor, materials or services in connection with the Work such as, though not limited to, CONTRACTOR, Subcontractor, Sub-subcontractors, their agents, employees, or any of their bonding companies, it being understood that the Engineer's obligations are to the TOWN, and in performing such obligations the Engineer may consequently alter the burdens and expense of such other parties. CONTRACTOR is not entitled to additional costs associated with the Engineer's performance of his/her duties unless otherwise provide herein. The TOWN

and CONTRACTOR shall communicate through the Engineer, communications by and with the Engineer and Engineer's consultants shall be through the Engineer. Communications by and with Subcontractors and Suppliers shall be through the CONTRACTOR. Communication by and with other contractors working on the site which are not parties to this Contract shall be through the TOWN.

2. Monitoring Progress, Quality and Compliance with Contract Requirements

The Engineer will perform site inspections at various and critical stages of construction to become generally familiar with progress and quality of completed Work to determine if, in general, the Work is performed in accordance with the Contract Documents. The Engineer will have authority to reject work that does not comply with the Contract Documents. Wherever considered necessary, the Engineer may require additional inspection or testing of the Work whether the Work is fabricated, installed or completed.

The Engineer will not have control over or change of and will not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, since these are solely the CONTRACTOR's responsibility. The Engineer will not be responsible for the CONTRACTOR's failure to carry out the Work, since these are solely the CONTRACTOR's responsibility. The Engineer will not be responsible for the CONTRACTOR's failure to carry out the Work in accordance with the Contract Documents. The Engineer will not have control over, or charge of, and will not be responsible for, acts or omissions of the CONTRACTOR, Subcontractors, or their agents or employees, or of any other persons performing portions of the Work.

Actions of the Engineer undertaken while providing administration of the Contract shall not be construed as either supervision or coordination, since these are solely the CONTRACTOR's responsibility.

3. Review and Approval of CONTRACTOR's Submittals

The Engineer will review and approve the CONTRACTOR's Submittals, such as Shop Drawings and product Samples, for the limited purpose of checking for compliance with the Contract Documents. The Engineer's review does not relieve the CONTRACTOR of his obligations under the Contract to comply with the plans and specifications.

The Engineer's approval of a submittal which contains a deviation which has not been specifically called to the Engineer's attention excludes approval of that deviation and shall not serve as a waiver of the rights of the Engineer or TOWN unless the Engineer makes specific written acceptance of said deviation on the Engineer's letterhead or the TOWN makes specific written acceptance of said deviation on the TOWN's letterhead.

Engineer has the authority to reject work.

4. Interpret Plans

The Engineer will provide interpretations of the plans and Specifications for compliance with the Contract Documents. The Engineer's response to interpretation requests shall be

made with reasonable promptness, or a maximum of 15 calendar days from the date of written request.

Interpretations of the Engineer will be consistent with the intent of the Contract Documents and will be documented in writing or in the form of plans and drawings.

The Engineer may, as the Engineer deems desirable, issue additional drawings or information indicating in greater detail the construction or design of the various parts of the Work; such drawings or information may be affected by field order or other notice to the CONTRACTOR, and provided such drawings or information may be affected by field order or other notice to the CONTRACTOR, and provided such drawings or information are reasonable consistent with the previously existing Contract Documents, the Work shall be executed in accordance with such additional drawings or information without additional cost or extension of the Contract Time. If the CONTRACTOR claims additional cost or time on account of such additional drawings or information, the CONTRACTOR shall give the notice provided in Article 13.

5. Approving Non-Substantial Deviations

The Engineer will have the authority to order minor changes in the Work not involving adjustments of Contract Amount or Contract Time, and which is not inconsistent with the intent of the Contract Documents. Such changes shall be implemented by issuing a Construction Change Directive that shall be immediately binding on the CONTRACTOR upon receipt.

6. Certifying Applications for Payment

Based on the Engineer's observations and evaluations of the CONTRACTOR's Applications for Payment, the Engineer will review amounts due the CONTRACTOR and will, upon approval by the TOWN, issue Certificates for Payments.

7. Preparing Change Orders

The Engineer will prepare Change Orders for approval by the TOWN.

8. Substantial Completion and Acceptance Reviews

The Engineer will conduct inspections, and if the TOWN and Engineer find Work substantially complete, establish the date or dates of Substantial Completion and the date of Final Completion. The Engineer will receive and forward to the TOWN for the TOWN's review, project records, written documents required by the Contract and assembled by the CONTRACTOR. The Engineer will issue a Final Certificate for Payment upon compliance with requirements of the Contract Documents and acceptance by the TOWN.

## **B. OBLIGATIONS OF THE TOWN**

1. Project Manager

The TOWN will designate a Project Manager, through which the TOWN will communicate with the Engineer and CONTRACTOR.

2. Information Provided by TOWN

The TOWN shall furnish surveys describing physical characteristics of the site, and utility locations, except those utilities that are not owned by the TOWN.

Information or services under the TOWN's control shall be promptly supplied to the CONTRACTOR in order to promote orderly progress of the Work. Such information and services will be provided to the CONTRACTOR free, unless otherwise provided in the Contract Documents.

The TOWN will furnish the CONTRACTOR, free of charge, a maximum of ten sets of Construction Documents.

3. Permits

Unless otherwise provided in the Contract Documents, the TOWN shall secure and pay for any and all Permits necessary to construct the facilities described by the Contract Documents.

4. TOWN's Right to Stop Work

If the CONTRACTOR fails to correct Work that is not in accordance with requirements of the Contract Documents or persistently fails to carry out Work in accordance with the Contract Documents, the TOWN may order the CONTRACTOR to stop work or any portion thereof until the cause of such order has been eliminated. Such an order must be in writing. CONTRACTOR is not entitled to a change in Contract Amount or Contract Time related to a Stop Work Order.

5. TOWN's Right to Carry Out Work

If the CONTRACTOR defaults or neglects to carry out the Work in accordance with the Contract Documents, after giving seven (7) days written notice, the TOWN may without prejudice to other remedies, correct such deficiencies. In such a case, a Change Order shall be issued deducting from the Contract Amount the cost of correcting such deficiencies, including additional design and administrative costs as may be necessary by default, neglect, or failure.

6. Interpretation of Contract Documents and Performance

In all matters concerning performance under this Contract and requirements of the Contract Documents, the TOWN's interpretation will prevail.

7. Approving Substantial Deviations

The TOWN's written approval is required for all changes in the Work involving:

- Adjustments to the Contract Amount;
- Contract Time; or
- Work that is inconsistent with the intent of the Contract Documents.

A Change Order signed by the CONTRACTOR, Engineer, and the TOWN shall effect such changes.

8. Replacement of Engineer  
The TOWN may at its discretion appoint an engineer to replace the Engineer. The replacement engineer's status under the Contract Documents shall be that of the former Engineer.
9. Limitations on TOWN's Responsibilities  
The TOWN shall not supervise, direct, or have control or authority over, nor be responsible for, CONTRACTOR's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of CONTRACTOR to comply with laws and regulations applicable to the performance of the Work. The TOWN will not be responsible for CONTRACTOR's failure to perform the Work in accordance with the Contract Documents.

### **C. OBLIGATIONS OF THE CONTRACTOR**

1. Superintendent  
The CONTRACTOR shall employ a competent Superintendent and necessary assistants who shall be in attendance at the Project Site during performance of the Work. The Superintendent shall represent the CONTRACTOR, and communications given to the Superintendent shall be as binding as if given to the CONTRACTOR.
2. Review of Contract Documents  
The CONTRACTOR shall carefully review Contract Documents and information provided by the TOWN, and shall at once report to the Engineer any errors, omissions, or inconsistencies discovered.

If the CONTRACTOR performs any construction activities with knowledge of an error, omission or inconsistencies in the Contract Documents without such notice to the Engineer, the CONTRACTOR shall assume responsibility for such performance.

3. Review of Field conditions  
The CONTRACTOR shall take field measurements and verify field conditions and carefully compare such with the Contract Documents before commencing the Work. Errors, omissions or inconsistencies discovered shall be reported to the Engineer at once.
4. Supervision and Construction Procedures  
The CONTRACTOR shall perform the Work in accordance with the Contract Documents and Submittals approved by the Engineer.

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 construction means, methods, techniques, sequences and procedures; and for coordinating all portions of the Work, unless otherwise specified in the Contract Documents.

The CONTRACTOR shall be responsible to the TOWN for acts and omissions of the CONTRACTOR's employees, Subcontractors, Suppliers, and their agents and employees, and other persons performing portions for the Work under a contract with the CONTRACTOR or his Subcontractors.

The CONTRACTOR shall not be relieved of obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Engineer, or the TOWN's Project Manager, in administration of the Contract, or by tests, inspections or approvals required or performed by persons other than the CONTRACTOR.

5. Inspection of Work

The CONTRACTOR shall be responsible for inspection of portions of the Work already performed under this Contract to determine if such portions are in proper condition to receive subsequent Work.

6. Labor and Materials

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

Except as otherwise required for the safety or protection of persons or the Work or property at the Project Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Project Site shall be performed during regular working hours, Monday through Friday. CONTRACTOR will not perform Work on a Saturday or Sunday, or any legal holiday. CONTRACTOR may perform Work outside regular working hours or on Saturdays, Sundays or legal holidays only with the TOWN's written consent.

(a) Regular working hours will be 8:00 AM to 5:00 PM.

(b) TOWN's legal holidays are New Year's Day, Martin Luther King, Jr. Day, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, day after Thanksgiving, Christmas Eve and Christmas Day.

CONTRACTOR shall be responsible for the cost of any overtime pay or other expense incurred by the TOWN for Engineer's or TOWN's Project Services, and construction observation services, occasioned by the performance of Work on Saturday, Sunday or any legal holiday, or as overtime on any regular work day. If CONTRACTOR is responsible but does not pay, or if the parties are unable to agree as to the amount owed, then TOWN may impose a reasonable set-off against payments due under Article 8. Overtime costs for personnel employed by the Engineer or TOWN's consultant shall be calculated in accordance with the terms of their respective contracts with the TOWN.

Unless otherwise provided in the Contract Documents, the CONTRACTOR shall provide and pay for labor, materials, equipment, tools, water, electric, other utilities, transportation, taxes and other facilities and services necessary for proper execution and completion of the Work. It is the CONTRACTOR's responsibility to provide these resources whether temporary or permanent, and whether or not incorporated or to be incorporated in the Work.



All materials and equipment incorporated into the Work shall be of good quality and new, except as otherwise provided in the Contract Documents. All special warranties and guarantees required by the Specifications shall expressly run to the benefit of the TOWN. If required by the TOWN or Engineer, CONTRACTOR shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment. The use of asbestos or asbestos-based fiber materials is prohibited in this Project.

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

The CONTRACTOR shall enforce strict discipline and good order among the CONTRACTOR's employees and other persons carrying out the Contract. The CONTRACTOR shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.

7. Warranty

The CONTRACTOR warrants to the TOWN that materials, equipment, and skilled labor will be provided in accordance with the Contract Documents, and that the Work, including all work and products provided by CONTRACTOR's Subcontractors, will be free from all defects for a period of one year from final acceptance. Work not conforming to all Contract Document requirements, including substitutions not properly approved and authorized, will be considered defective and a breach of CONTRACTOR's warranty.

The CONTRACTOR shall obtain the following guarantee/warranty from the manufacturer of all major pieces of equipment furnished and installed on this Project. Such guarantee/warranty shall be for the benefit of the TOWN and be furnished in writing by the manufacturer. The CONTRACTOR's and manufacturer's obligations under this provision are in addition to other express or implied warranties under the Contract Documents and under the law and in no way diminish any other right that the TOWN may have against CONTRACTOR or manufacturer for faulty material, equipment, or work. The warranty period shall not be interpreted as a limitation on the time in which the TOWN can enforce such other duties, obligations, rights, or remedies.

The manufacturer warrants and guarantees for a period of one year from the date of Final Completion, or such longer period that may be specified in the Contract Documents, that all materials and equipment furnished and installed shall be free from flaws, defects in material and workmanship and shall be in conformance with the Contract Documents.

8. Indemnification, Insurance and Bonds.

The CONTRACTOR shall be responsible for providing the TOWN with Indemnification, Insurance and Bonds as required under Article 14 of this Contract.

9. Construction Schedule

Prior to issuance of a Notice to Proceed, the CONTRACTOR shall prepare and submit to the Engineer a Construction Schedule for the Work. The Schedule shall not exceed the time limits established in the Contract Documents. The Construction Schedule shall document major construction activities and tasks, identifying the estimated beginning and ending dates for each identifiable component of the Work. The Construction Schedule shall also identify time critical activities or events that would most greatly affect the Construction Schedule. The Construction Schedule will be prepared in sufficient detail as may be acceptable to the Engineer. The Construction Schedule shall be revised at appropriate intervals as required by conditions of the Work.

10. Project Records

The CONTRACTOR shall maintain the following project records in a safe place at the project site:

- Construction Schedule;
- Plans and Drawings;
- Specifications;
- Addenda;
- Change Orders;
- Construction Change Directives;
- Shop Drawings;
- Product Data;
- Samples;
- Required Submittals; and
- Superintendent's Log.

Records shall be maintained in good order, and marked to reflect current changes and selections made during the construction process.

Records shall be available to the Engineer and TOWN and, with the exception of the Superintendent's Log, shall be delivered to the Engineer for submittal to the TOWN upon completion of the Work.

Additionally, the Superintendent's Log shall be delivered to the Engineer for submittal to the TOWN upon completion of the Work. Additionally, the Superintendent's Log shall at a minimum document the dates and times of critical inspections; instructions received from the Engineer; and weather conditions including dates, times and amount of rainfall received.

Upon completion of the WORK, Contract shall deliver these record documents to Engineer.

11. Approval of Shop Drawings and Other Submittals

The CONTRACTOR shall review, approve and submit to the Engineer, Shop Drawings, Product Data, Samples, and other Submittals required by the Contract Documents for approval by the Engineer prior to their implementation. The CONTRACTOR shall

perform no portion of the Work requiring submittal and review of these or similar data until approved by the Engineer. Such Work shall be accomplished in accordance with approved Submittals.

The CONTRACTOR shall not submit any shop drawing or other submittal that is merely a tracing or other copy of any of the Contract Documents. Each submittal item must be prepared by the CONTRACTOR, or for the CONTRACTOR by a Subcontractor or Supplier of the CONTRACTOR. The Engineer shall have the authority to reject any submittal items that violate this provision, and no extension of Contract Time shall be given on account of such rejection. Engineer's review and action on any such Submittals shall not serve as a basis for or give rise to any claim in favor of CONTRACTOR or any third party against the TOWN or Engineer.

By submitting the materials described above to the Engineer for approval, the CONTRACTOR represents that he has determined and verified:

- All field measurements;
- Field construction criteria related to the Submittals and has checked and verified their compliance with requirements of the Contract Document;
- Suitability of all materials and equipment;
- All information relative to CONTRACTOR's responsibility for means, methods, techniques, sequences, and procedures of construction and safety precautions; and
- The CONTRACTOR shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples or other Submittals. The CONTRACTOR shall not be relieved of responsibility for deviations from the requirements of the Contract Documents unless the Engineer makes specific written acceptance of said deviations on the Engineer's letterhead.

If CONTRACTOR requests a change of a previously approved submittal item, CONTRACTOR shall be responsible for Engineer's charges to TOWN for its review time, and TOWN may impose a set-off against payments due to CONTRACTOR to secure reimbursement for such charges, unless the need for such change is beyond the control of the CONTRACTOR.

12. Use of the Project Site

The CONTRACTOR shall confine operations to the Project Site as designated by the TOWN, and shall confine operations and activities to those permitted by law, ordinances, permits, and the Contract Documents; and should not unreasonably encumber the site with materials or equipment. The CONTRACTOR is specifically prohibited from the storage of materials, equipment, or supplies not related to the Work on the Project Site.

The TOWN will be responsible for resolving disputes between the CONTRACTOR and other contractors with which the TOWN has a separate Contract concerning use of the Project Site.

13. Limitation on Use of Project Site and Other Areas:

CONTRACTOR shall confine construction equipment, temporary construction facilities, the storage of materials and equipment, and the operations of workers to the Project Site, adjacent areas that CONTRACTOR has arranged to use through construction easements or otherwise, and other adjacent areas permitted by laws and regulations, and shall not unreasonably encumber the Project Site and such other adjacent areas with construction equipment or other materials or equipment. CONTRACTOR shall assume full responsibility for (a) damage to the Project Site; (b) damage to any such other adjacent areas used for CONTRACTOR's operations; (c) damage to any other adjacent land or areas; and (d) for injuries and losses sustained by the owners or occupants of any such land or areas; provided that such damage or injuries result from the performance of the Work or from other actions or conduct of the CONTRACTOR or those for which CONTRACTOR is responsible.

If a damage or injury claim is made by the owner or occupant of any such land or area because of the performance of the Work, or because of other actions or conduct of the CONTRACTOR or those for which CONTRACTOR is responsible, CONTRACTOR shall (a) take immediate corrective or remedial action as required by paragraph 25 below, or otherwise; (b) promptly attempt to settle the claim as to all parties through negotiations with such owner or occupant, or otherwise resolve the claim by arbitration or other dispute resolution proceeding, or at law; and (c) to the fullest extent permitted by laws and regulations, indemnify and hold harmless TOWN and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against any such claim, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such TOWN or occupant against TOWN, Engineer, or any other party indemnified hereunder to the extent caused directly or indirectly, in whole or in part by, or based upon, CONTRACTOR's performance of the Work, or because of other actions or conduct of the CONTRACTOR or those for which CONTRACTOR is responsible.

14. Cleanup of Project Site

The CONTRACTOR shall keep the premises and surrounding area reasonably free or rubbish, waste materials, or debris caused by operations of the Contract. At completion of the Work, the CONTRACTOR shall remove from and about the Project Site, waste materials, rubbish, tools, construction equipment, machinery, and surplus materials to the TOWN's satisfaction. Should the CONTRACTOR fail to clean up as provided in the Contract Documents, the TOWN may do so and the cost charged to the CONTRACTOR though a deductive Change Order or Construction Change Directive.

15. Observations and Inspections

The CONTRACTOR shall provide TOWN and Engineer access to the Work, wherever located and in whatever stage of construction for the purpose of providing inspections and observations necessary to assess compliance with applicable codes and to identify the quality and quantity of Work performed.

If a portion of the Work is covered contrary to the Engineer's request or to the requirements expressed in the Contract Documents, it must be uncovered to allow the requested inspection or observation and replaced at the CONTRACTOR's expense without change in Contract Time.

If a portion of the Work has been covered for which the TOWN or Engineer has not specifically requested prior to observation, the Engineer may request to see such Work and the CONTRACTOR shall uncover it. If such Work has been completed in accordance with the Contract Documents, the cost for uncovering and replacement shall be born by the TOWN and implemented through a Change Order recommended by the Engineer and approved by the TOWN. If such Work was inspected and found not to be in conformance with the Contract Documents, the CONTRACTOR shall pay the cost of uncovering and replacement without a change in Contract Time.

16. Correcting Rejected Work

The CONTRACTOR shall promptly correct Work rejected by the Engineer for failing to conform to the requirements of the Contract Documents, whether observed before or after Substantial Completion and whether or not fabricated, installed, or completed. The CONTRACTOR shall bear the costs of correcting such Work, including costs for additional testing and inspections, compensation for any additional design or necessary administrative costs, fines levied against the TOWN by governmental authorities because the Work is defective, and the costs of repair or replacement of Work of others resulting from defective Work. Prior to final payment, if TOWN and CONTRACTOR are unable to agree as to the measure of such claims, costs, losses and damages resulting from defective Work, then the TOWN may impose a reasonable set-off against payments due under Article 8.

If, within one year after the date of Final Acceptance, or before the expiration of warranties provided by the CONTRACTOR, Subcontractor, or Suppliers, whichever is greater, or by the terms of a special warranty required by the Contract Documents; any of the Work is found to not be in accordance with the Documents, the CONTRACTOR shall correct it promptly after receipt of a written notice from the TOWN. This obligation shall survive acceptance of the Work under the Contract and termination of the Contract, if the TOWN has exercised such Termination.

If the CONTRACTOR fails to correct nonconforming Work, within a reasonable time, the TOWN may complete the work in accordance with the provisions in Article 10(B)(5) of this Contract.

In exercising the rights and remedies under this paragraph 10(C)(16), TOWN shall proceed expeditiously. In connection with such corrective or remedial action, TOWN may exclude CONTRACTOR from all or part of the Project Site, take possession of all or part of the Work and suspend CONTRACTOR's services related thereto, and incorporate in the Work all materials and equipment stored at the Project Site or for which TOWN has paid CONTRACTOR but which are stored elsewhere. CONTRACTOR shall allow TOWN,

TOWN's representatives, agents and employees, TOWN's other contractors, and Engineer and Engineer's consultants access to the Project Site to enable TOWN to exercise the rights and remedies under this paragraph.

All claims, costs, losses, and damages incurred or sustained by TOWN in exercising the rights and remedies under this paragraph 10(C)(16) will be charged against CONTRACTOR has set-offs against payments due under Article 8. 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 Times because of any delay in the performance of the Work attributable to the exercise by TOWN of Authority's rights and remedies under this paragraph 10(C)(16).

17. Acceptance of Non Conforming Work

The TOWN may at its option accept Work that is not in accordance with the requirements of the Contract Documents instead of requiring its removal and correction. In such cases the Contract Amount will be reduced as appropriate and equitable. If the parties are unable to agree as to the decrease in Contract Amount, reflecting the diminished value of Work accepted, then the TOWN may impose a reasonable set-off against payments due under Article 8. Such adjustment shall be effected whether or not final payment has been made. If acceptance of defective Work occurs after Final Payment, CONTRACTOR shall pay an appropriate amount to the TOWN.

18. Tests & Inspections

Tests, inspections and approvals of portions of the Work required by law, ordinance, rules, regulations, or other orders of public authorities having jurisdiction shall be made at the appropriate time. Unless otherwise provided, the CONTRACTOR will make arrangements for such tests, inspections and approvals, and shall be responsible for paying testing, inspection and reinspection fees.

Other tests, inspections, and approvals required by the Contract Documents shall also be made at the appropriate times. The CONTRACTOR shall make arrangements for such tests, inspections and approvals within the independent testing laboratories or entities designated by the TOWN. The TOWN shall bear the costs related to these tests, inspections and approvals.

For all tests and inspections conducted under this section, the CONTRACTOR shall give the Engineer timely notice of when and where tests and inspections are to be made so that observations may be made.

If tests or inspections reveal failure of portions of the Work to comply with the Contract Documents, or approval is not secured from a public authority having jurisdiction over the project for a portion of the Work covered by the Contract Documents, the CONTRACTOR shall bear all costs made necessary by such failure.

Certificates of testing, inspection or approval shall be secured by the CONTRACTOR and promptly delivered to the Engineer.

19. Equal Opportunity Employer

The CONTRACTOR is an Equal Opportunity Employer and will comply with all equal opportunity employment laws. The CONTRACTOR will further ensure that all sub-contractors it utilizes in providing the services required hereunder will comply with all equal opportunity employment laws.

20. Taxes

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

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 TOWN 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 TOWN in the Contract Documents.

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

21. Laws and Regulations

CONTRACTOR shall give all notices required by and shall comply with all laws and regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable laws and regulations, neither TOWN nor Engineer shall be responsible for monitoring CONTRACTOR's compliance with any laws or regulations. CONTRACTOR agrees to comply with all applicable Federal, State, and local laws, regulations, and ordinances, including, but not limited to, the following:

- Title VI of the 1964 Civil Rights Act.
- Title VII of the 1964 Civil Rights Act, as amended by the Equal Employment Opportunity that prohibits discrimination in employment.

- Age Discrimination Act of 1973
- Contract Work Hours and Safety Standards Act.
- Section 504 of the Rehabilitation Act prohibiting discrimination in the employment of the handicapped.
- Fair Labor Standards Act.
- Chapter 112, Florida Statutes, prohibiting conflicts of interest in the procurement of contracts with a governmental agency.
- Chapter 119, the Public Records Act.
- Trench Excavation System & Shoring standards adopted by the Department of Labor and Employment Security and related trenching regulations.
- Construction Work Hours and Safety Act (Construction Safety Act)

The CONTRACTOR, at its sole expense, shall comply with all laws, ordinances, judicial decisions, orders, and regulations of federal, state, county, and TOWN, as well as their respective departments, commissions, boards, and officers, which are in effect at the time of execution of this Contract or are adopted at any time following the execution of his Contract.

If CONTRACTOR performs any Work or takes any other action knowing or having reason to know that it is contrary to laws or regulations, CONTRACTOR shall bear all resulting costs and losses, and shall indemnify and hold harmless TOWN and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work or other action.

22. Applicable Licensing

The CONTRACTOR, at its sole expense, shall obtain all required federal, state, and local licenses, occupational and otherwise, required to successfully providing the services set forth herein.

23. Safety of Employees and Property

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

- Employees on the Project Site and other persons who may be affected thereby;
- The Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the CONTRACTOR or the CONTRACTOR's Subcontractors or sub-Subcontractors; and
- Other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.



The CONTRACTOR shall not load or permit any part of the construction or Project Site to be loaded so as to endanger its safety. The CONTRACTOR shall comply with applicable laws, ordinances, rules, regulations and lawful orders of public authorities bearing on safety of persons or property or their protection from damage, injury or loss. The CONTRACTOR shall notify TOWN, owners of adjacent property, utilities, other contractors performing work at or adjacent to the Project Site, when the prosecution of work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property or Work in progress.

When use or storage of explosives or other hazardous materials or equipment or unusual methods is necessary for execution of the Work, the CONTRACTOR shall exercise utmost care and carry on such activities under supervision of properly qualified personnel. The CONTRACTOR shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the Project Site in accordance with laws or regulations.

The CONTRACTOR shall promptly remedy the damage and loss (other than damage or loss insured under requirements of the Contract Documents) to property referred in this Section caused in whole or in part by the CONTRACTOR, Subcontractor, Sub-Subcontractor, or anyone directly or indirectly employed by any of them or by anyone for whose acts they may be liable and for which the CONTRACTOR is responsible, except damage or loss attributable to acts or omissions of the TOWN or Engineer or anyone directly or indirectly employed by any of them, or by anyone for whose acts wither of them may be liable and not attributable to the fault or negligence of the CONTRACTOR.

The CONTRACTOR shall designate a qualified and experienced safety representative who is a responsible member of the CONTRACTOR's organization at the Project Site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs. This person shall be the CONTRACTOR's Superintendent unless otherwise designated by the CONTRACTOR in writing to the TOWN and Engineer.

CONTRACTOR's duties and responsibilities for safety and protection shall continue until such time as all the Work is completed and Engineer has issued a notice to TOWN and CONTRACTOR in accordance with Article 8(4) that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).

CONTRACTOR's duties and responsibilities for safety and protection shall resume whenever CONTRACTOR or any Subcontractor or Supplier returns to the Project Site to fulfill warranty or correction obligations, or to conduct other tasks arising from the Contract Documents.

26. Emergencies

In an emergency affecting safety of persons or property, the CONTRACTOR shall act, at the CONTRACTOR's discretion, to prevent threatened damage, injury or loss. Additional

compensation or extension of time claimed by the CONTRACTOR on account of an emergency shall be determined as provided in this Contract.

## **ARTICLE 11 – SUBCONTRACTORS/SUPPLIERS**

### **1. Reporting of Proposed Subcontractors**

As soon as practical after the issuance of a Notice to Proceed, or as otherwise provided in the Contract Documents, the CONTRACTOR will furnish in writing to the Engineer the names of persons or entities, including Subcontractors, material suppliers, equipment, Suppliers, and fabricators proposed for principal portions of the Work. After conferring with the TOWN, the Engineer will promptly inform the CONTRACTOR in writing whether or not there are reasonable objections to any of the proposed persons or entities unto which the CONTRACTOR proposes to enter into an agreement. Reasonable objections include a Subcontractor or Supplier who is not licensed, qualified or certified as required by State Law.

- A. No acceptance by TOWN of any such Subcontractor, Supplier, or other individual or entity, whether initially or as a replacement, shall constitute a waiver of the right of TOWN to the completion of the Work in accordance with the Contract Documents.
- B. CONTRACTOR shall be fully responsible to TOWN and Engineer for all acts and omissions of the Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work just as CONTRACTOR is responsible for CONTRACTOR's own acts and omissions.
- C. CONTRACTOR shall be solely responsible for scheduling and coordinating the work of Subcontractors, Suppliers, and all other individuals or entities performing or furnishing any of the Work.
- D. CONTRACTOR shall restrict all Subcontractors, Suppliers, and such other individuals or entities performing or furnishing any of the Work from communicating with Engineer or TOWN, except through CONTRACTOR or in case of an emergency, or as otherwise expressly allowed herein.
- E. TOWN may furnish to any Subcontractor or Supplier, to the extent practicable, information about amounts paid to CONTRACTOR on account of Work performed for CONTRACTOR by the particular Subcontractor or Supplier.
- F. Nothing in the Contract Documents:
  - i. shall create for the benefit of any such Subcontractor, Supplier, or other individual or entity any contractual relationship between TOWN or Engineer and any such Subcontractor, Supplier, or other individual or entity; or
  - ii. shall create any obligation on the part of TOWN or Engineer to pay or to see to the payment of any money due any such Subcontractor, Supplier, or other individual or entity except as may otherwise be required by laws and regulations.

### **2. Rejection of Subcontractors**

Neither the CONTRACTOR nor the TOWN shall be required to Contract with anyone to whom either party has made a reasonable objection; exception instances where the Contract Documents require use of a material, equipment, or other produce for which there is no acceptable alternate supplier or installer.

3. Removal of Subcontractors

The CONTRACTOR shall not change a Subcontractor, person or entity previously selected unless the TOWN makes reasonable objection to such change.

4. Subcontractors Bound by Contract Documents

By appropriate 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 the Contract Documents, and to assume toward the CONTRACTOR all obligations and responsibilities which the CONTRACTOR, under this Contract, assumes toward the TOWN.

Each subcontract shall preserve and protect the right of the TOWN under the Contract Documents with respect to the Work to be performed by the Subcontractor so the subcontracting thereof will not prejudice such rights and shall allow the Subcontractor, to the extent provided in the Contract Documents, the benefit of all rights, remedies and redress against the CONTRACTOR that the CONTRACTOR has against the TOWN.

In all Contracts between the CONTRACTOR and Subcontractor(s), Suppliers, or fabricators, the TOWN will be named as third party beneficiary. The CONTRACTOR will provide TOWN with a copy of each such sub-Contract prior to beginning the Work, and will further automatically provide TOWN with copies of all subcontract warranties and invoices for materials and services for the Work. Failure to timely provide these documents will be considered a material breach of the Contract.

The CONTRACTOR agrees that it shall be deemed to automatically assign all rights to subcontract warranties to the TOWN, and CONTRACTOR will ensure that all such subcontract warranties specifically provide for such warranties to extend to the TOWN. Additionally, the CONTRACTOR assigns each Subcontract for a portion of the Work to the TOWN as follows:

- Assignment is effective only after termination of the Contract by the TOWN for cause pursuant to Article 9(3) of this Contract.
- Assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

5. Subcontractor Payment

Unless otherwise provided by law, within 10 days after the CONTRACTOR's receipt of payment, the CONTRACT shall remit payment due to Subcontractor for labor, services, and material furnished.

If Subcontractor receives payment from CONTRACTOR for labor, service, or material furnished by Subcontractors and Suppliers hired by the Subcontractor, Subcontractor shall remit payment due to those subcontractors and Suppliers within 7 days of subcontractor's receipt of payment.

## **ARTICLE 11 - CONSTRUCTION BY TOWN OR SEPARATE CONTRACTORS**

1. TOWN's Right to Perform Construction  
The TOWN reserves the right to perform construction or operations related to the Project outside the scope of this Contract with TOWN's own forces and to award separate Contracts in connection with other portions of the Project not covered under the scope of this Contract.
2. TOWN to Provide Coordination  
The TOWN shall provide for coordination of activities of the TOWN's own forces and for the other contractor's under a separate agreement to provide construction services on the Project Site. If part of the CONTRACTOR's Work depends upon prior Work performed by the TOWN or other separate contractors, the CONTRACTOR shall, prior to proceeding with that portion of the Work, promptly report to the Engineer apparent discrepancies or defects in other such construction that would render it unsuitable for the proper execution and results of the CONTRACTOR's Work. Failure of the CONTRACTOR to so report shall constitute an acknowledgment that the TOWN's previously completed construction is fit and proper to receive the CONTRACTOR's Work.

## **ARTICLE 12 – AMENDING THE CONTRACT DOCUMENTS; CHANGES IN THE WORK**

1. Contract Held Valid  
Changes in the Work may be accomplished after execution of the Contract without invalidating the Contract where they are documented by a Construction Change Directive executed in accordance with this Contract.
2. Construction Change Directive  
A Construction Change Directive prepared and signed by the Engineer will direct all changes in the Work. A Construction Change Directive signed by the CONTRACTOR indicates agreement of the CONTRACTOR with the actions specified in the Directive, including the inclusion or absence of an adjustment in Contract Amount or Contract Time or the method for determining them. Construction Change Directives shall be issued using AIA Form G714.
3. Construction Change Order  
In addition to a Construction Change Directive, a Construction Change Order will be required wherever the issuance of a Construction Change Directive would involve a change in:

- Contract Amount;
- Contract Time; or
- The intent of the Contract Documents.

In such instances, the Engineer, CONTRACTOR and TOWN must sign a Construction Change Order. Construction Change Orders shall be issued using AIA Form G701.

Change Orders may not have typed text altered or additions placed thereon after the signing process has begun. Change Orders with alterations to typed text or additions placed thereon shall not be considered by such, and the original Change Order shall govern. Should alterations or additions to a Change Order be desired, said Change Order shall be re-typed and re-signed, and said Change Order shall be identified as “Revised”.

4. Changes in Contract Amount

Only Construction Change Order shall grant changes in Contract Amount. Claims for disputes concerning Contract Amount shall be determined in accordance with Article 13 of this Contract.

5. Cost of Work

A. The term “Cost of Work” or “Direct Cost”, for the purpose of Change Orders, means the costs necessarily incurred and paid by the CONTRACTOR in the proper performance of the Change Order Work. Except as may be agreed to in writing by the TOWN, such costs shall be in amounts no higher than those prevailing in the area of the project and may include the following categories:

- Labor of CONTRACTOR employees (payroll, taxes, fringe benefits, worker’s compensation, health and retirement benefits, sick leave).
- Owned equipment (at lowest applicable equipment manual rate).
- Rented equipment (at actual rental rate).
- Materials.
- Supplies.
- Subcontractor’s costs.
- Bonds and insurance.

The CONTRACTOR shall require all Subcontractors and Suppliers to comply with all requirements of, and provide itemizations of all claims in accordance with this Article.

For all changes, the CONTRACTOR shall submit an itemized cost breakdown, together with supporting data in such detail and form as prescribed by the Engineer. When a credit is due, the amount of the credit to be allowed by the CONTRACTOR to the TOWN for any such change which results in a net decrease in direct cost will be the amount of the actual net decrease in direct cost as determined by the Engineer plus the actual reduction in overhead and profit. When both additions and credits are involved in any change, the combined overhead and profit shall be calculated on the basis of the net change, whether an increase or decrease. In any event, the minimum detail shall be an itemization of all man hours required by discipline/trade with the unit cost per man hour and total labor price,

labor burden equipment hours and rate for each piece of equipment, material by units of measure and price per unit, other costs specifically itemized, plus the overhead and profit allowance.

The allowance for combined overhead and profit included in the total cost to the TOWN shall be based upon the following schedule:

- For the CONTRACTOR, for Work performed by the CONTRACTOR's own forces, fifteen percent (15%) of the cost.
- For the CONTRACTOR, for Work performed by the CONTRACTOR's Subcontractor, seven and one-half percent (7½%) of the amount due to the Subcontractor.
- For each Subcontractor or Sub-Subcontractor involved, for Work performed by that Subcontractor's or Sub-Subcontractor's own forces, fifteen percent (15%) of the cost.
- For each Subcontractor, for Work performed by the Subcontractor's Sub-Subcontractor, seven and one-half percent (7½%) of the amount due the Subcontractor.

B. The term "Cost of Work" or "Direct Cost" shall not include any of the following:

- Payroll costs and other compensation of the CONTRACTOR's officers, executives, principals (of partnership or sole proprietorships), general managers, engineers, project managers, estimators, lawyers, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks, and other personnel employed by the CONTRACTOR whether at the Project Site or in its principal or branch office for general administration of the Change Order Work and not specifically included in the agreed upon schedule of job classifications, all of which are to be considered administrative costs covered by the CONTRACTOR's allowance for overhead and profit.
- Extraordinary fringe benefits not specifically identified, above.
- Expenses of CONTRACTOR's principal and branch offices other than the CONTRACTOR's office at the job site.
- Any part of the CONTRACTOR's capital expenses, including interest on the CONTRACTOR's capital used for the Change Order Work and charges against the CONTRACTOR for delinquent payments.
- Costs due to the negligence of the 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 for defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.
- Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included above in Subsection A.

## 6. Changes in Contract Time

Only construction Change Order shall grant changes in Contract Time. Claims for disputes concerning Contract Time shall be determined in accordance with Article 13 of this Contract.

7. Changes in Contract Time Due to Weather Conditions

The CONTRACTOR shall consider climatic conditions in preparing the Construction Schedule and shall anticipate therein periods where work may not be practical due to adverse weather conditions.

Weather conditions shall not comprise grounds for extension of Contract Time unless the CONTRACTOR is able to demonstrate that the number of rain days during the entire Contract Time exceeded 120% of that for the same period in the prior year. In making such an assertion, the CONTRACTOR shall use rain data recorded in the Superintendent's Log, which must include the date, duration and volume of rain recorded at the Project Site for each day, as compared to that recorded for the area closest to the Project Site, as reported by the National Weather Service. The TOWN shall determine the criteria for establishing "rain days".

8. CONTRACTOR's Obligation to Comply with Construction Change Directives

Upon receipt of a Construction Change Directive, the CONTRACTOR shall promptly proceed with the change in the Work. The CONTRACTOR shall promptly comply with the Construction Change Directive whether or not a Change Order has been executed.

9. Effective Date of Change Orders

Change Orders shall become effective immediately upon execution by the CONTRACTOR, Engineer, and TOWN.

10. Notification to Surety

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

## **ARTICLE 13 - CLAIMS AND DISPUTES**

1. Time Limits on Claims

CONTRACTOR Claims must be made by written notice within 14 calendar days after the occurrence of the event giving rise to such Claim or within 14 calendar days after the CONTRACTOR would have reasonably first recognized the condition giving rise to the Claim, whichever is later. Claims for additional time and additional compensation must be made in accordance with the conditions of this Article.

Such written notice of CONTRACTOR Claims shall be complete. Written notice which is incomplete and only partially identifies a claim with wording such as "(time or cost)

impact to be determined at a later date” or “we reserve the right to claim additional (time or cost) at a later date” will not be considered.

2. Continuing Performance on the Contract

Pending resolution of a Claim, unless otherwise agreed to in writing, the CONTRACTOR shall proceed diligently with performance of the Contract and the TOWN shall continue to make payments in accordance with the Contract Documents.

3. Claims for Concealed or Unknown Conditions

If conditions are encountered at the Project Site which are subsurface or otherwise concealed physical conditions which differ materially from those indicated in the Contract Documents, or comprise unknown physical conditions of an unusual nature which differ materially from those ordinarily found to exist and are generally recognized as inherent in construction activities of the character provided for in the Contract Documents; then the CONTRACTOR shall inform the Engineer of the materially different field conditions in writing within 14 days after first observance of the conditions, or within 14 days after the CONTRACTOR would have reasonably first recognized the materially different field conditions.

The Engineer will promptly investigate and report to the TOWN if field conditions were found to be materially different than those which have been reasonably found given the criteria indicated above. If field conditions are found to be materially different and an adjustment in time is essential to the CONTRACTOR’s ability to complete the Work, then the TOWN shall prepare a Change Order providing an equitable adjustment in Contract Time.

If the TOWN 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 are justified, the TOWN shall so notify the CONTRACTOR in writing stating the reasons.

CONTRACTOR shall not be entitled to any adjustment in the Contract Amount or Contract Times with respect to a subsurface or physical condition if:

- (a) CONTRACTOR knew of the existence of such condition at the time CONTRACTOR made a commitment to TOWN with respect to Contract Amount and Contract Times by the submission of a Bid or becoming bound under a negotiated contract, or otherwise; or
- (b) the existence of such condition reasonably could have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Project Site and contiguous areas expressly required by the Bidding Requirements or Contract Documents to be conducted by or for CONTRACTOR prior to CONTRACTOR’s making such commitment; or
- (c) CONTRACTOR failed to give the written notice as required above.



If TOWN and CONTRACTOR agree regarding CONTRACTOR's entitlement to and the amount or extent of any adjustment in the Contract Amount or Contract Times, or both, then any such adjustment shall be set forth in a Change Order.

4. Claims for Additional Time

The CONTRACTOR will make claims for an increase in Contract Time by presenting a "Request for Delay" (RFD) form to the Engineer within 14 days of the occurrence giving rise to the claim. All claims for an increase in the Contract Time are waived if not so presented. Engineer will supply RFD forms to the CONTRACTOR.

The sole and exclusive manner of increasing the Contract Time due to some occurrence giving rise to the representation of an RFD form is by Change Order. Timely presentation of an RFD form is the prerequisite for obtaining a Change Order. The Change Order shall address any and all Claims based on said occurrence. With respect thereto, CONTRACTOR agrees that its exclusive remedy for delays in the performance of the Contract caused by events beyond its control, including delays claimed to be caused by the TOWN or the Engineer or attributable to the TOWN or the Engineer, and including Claims based on breach of Contract or negligence, shall be an extension of the Contract Time. CONTRACTOR hereby waives any and all Claims based on said occurrence that are not addressed by the Change Order.

Nothing contained herein will prevent the parties from increasing the Contract Time by mutual agreement.

5. Claims for Additional Compensation

TOWN's liability to CONTRACTOR for any Claims other than Claims for extension of Contract Time, as described above, arising out of or related to the subject matter of this Contract, whether in Contract or Tort, including but not limited to, claims for payment by TOWN of the costs, damages, or losses because of changed condition under which the Work is to be performed or for additional Work, shall be governed by the following provisions:

- All Claims must be submitted as a Request for Change Order in the manner provided herein;
- CONTRACTOR must submit a Notice of Claim to the TOWN and to the Engineer within fourteen days (14) of when the CONTRACTOR was, or should have been aware of the occurrence of the event giving rise to the Claim; and
- Within fourteen days (14) of submitting its Notice of Claim, CONTRACTOR shall submit to the Engineer and TOWN its Request for Construction Change Order using AIA Form G701, which shall include a written statement of details of the Claim, including a description of the Work affected.

CONTRACTOR agrees that the TOWN shall not be liable for any Claim the CONTRACTOR fails to submit as a Request for Change Order or as a timely presented RFD form as provided in this Contract.

After receipt of a Request for Change Order, TOWN, in consultation with the Engineer, shall deliver to the CONTRACTOR within thirty (30) days after receipt of request its written determination of the Claim.

CONTRACTOR's exclusive remedy for delays in performance of construction caused by delays claimed to be caused by or attributable to the TOWN or the Engineer including claims based on breach of contract or negligence, shall be a Claim or a RFD form submitted in compliance with this Article.

CONTRACTOR expressly agrees that the conditions established by this Article constitutes its sole and exclusive remedies for delays and changes in such Work and eliminates any other remedies for Claim for increase in the Contract Amount, delays, changes in the Work, damages, losses, or additional compensation.

6. Resolution of Disputes by the TOWN

If a Claim has not been resolved after consideration under other terms of this Article, the Engineer shall notify the CONTRACTOR in writing that the TOWN shall make a determination within seven (7) days, which determination shall be final and binding on the Parties, but subject to litigation in a court having competent jurisdiction. Upon expiration of such time period, the TOWN shall render to the parties a written decision relative to the Claim, including any change in Contract Amount and/or Time.

If there is surety and there appears to be a possibility of the CONTRACTOR's default, the TOWN may, but is not obligated to, notify the surety and request the surety's assistance in resolving the dispute.

7. Injury or Damage to Person or Property

In any party to the Contract suffers injury or damage to person or property because of an act or omission of the other party, of any of the other party's employees or agents, or for others 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 amount of time not exceeding 21 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 the Claim is asserted, it shall be filed as a Claim pursuant to the conditions of the Article.

## **ARTICLE 14 - INDEMNIFICATION, INSURANCE AND BONDS**

1. Indemnification

To the fullest extent permitted by laws and regulations, and in addition to any other obligations of CONTRACTOR under the Contract or otherwise, CONTRACTOR shall indemnify and hold harmless TOWN, Pinellas County and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not

limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of CONTRACTOR, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable.

In any and all claims against TOWN, Pinellas County or Engineer or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors by any employee (or the survivor or personal representative of such employee) of CONTRACTORS, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for CONTRACTOR or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts. The indemnification obligations of CONTRACTOR shall not extend to the liability of Engineer and Engineer's officers, directors, members, partners, employees, agents, consultants and subcontractors arising out of:

- (a) The preparation or approval of, or the failure to prepare or approve maps, Drawings, opinions, reports, surveys, Change Orders, designs, or Specifications; or
- (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.

In conformance with the requirements of Section 725.06, Florida Statutes, the specific considerations for CONTRACTOR's promises are:

- (a) Ten dollars (\$10.00) and other valuable consideration, in hand paid by TOWN, Engineer, and Engineer's employees to CONTRACTOR, receipt whereof is hereby acknowledged and the adequacy of which CONTRACTOR accepts as completely fulfilling the obligations of TOWN, Engineer, and Engineer's employees under the requirements of Section 725.06, Florida Statutes, and;

The entry of TOWN and CONTRACTOR into the construction contract because, but for CONTRACTOR's promises as contained in the General Conditions, TOWN would not have entered into the construction contract with CONTRACTOR.

## 2. Waiver of Subrogation

The TOWN and CONTRACTOR waive all rights against each other for damages caused by perils coverage by insurance provided under this Contract to the extent covered by such insurance, except such rights as they may have to the proceeds of such insurance held by

the TOWN and the CONTRACTOR as trustees. The CONTRACTOR shall require similar waivers from all Subcontractors and their Sub-subcontractors and suppliers.

The TOWN and the CONTRACTOR waive all rights against each other for loss or damage to equipment used in connection with the Project and covered by any property insurance. The CONTRACTOR shall require similar from all Subcontractors and their Subcontractors and Suppliers.

The TOWN waives subrogation against the CONTRACTOR on all property and consequential loss policies carried by the TOWN on adjacent properties and under property and consequential loss policies purchased for the Project after its completion.

If the insurance policies referred to in this Section require an endorsement to provide for continued coverage where there is a waiver of subrogation, the TOWN of such policies will cause them to be so endorsed; failure to obtain endorsement nullifies the waiver of subrogation.

### 3. CONTRACTOR's Insurance

Prior to the commencement of Work governed by this Contract, the CONTRACTOR shall obtain, at his/her own expense, insurance as specified below, which are made part of this Contract. The CONTRACTOR shall ensure that the insurance obtained will extend protection to all Subcontractors engaged by the CONTRACTOR. As an alternative, the CONTRACTOR may require all Subcontractors to obtain insurance consistent with the below requirements. This insurance must name the TOWN and Pinellas County as an additional insured, except for with respect to Worker's Compensation Coverage.

The CONTRACTOR will not be permitted to commence work governed by this Contract (including pre-staging of personnel and material) until satisfactory evidence of the required insurance has been furnished to the TOWN as specified below. Delays in the commencement of work, resulting from the failure of the CONTRACTOR to provide satisfactory evidence of the required insurance, shall not extend deadlines specified in this Contract and any penalties and failure to perform assessments shall be imposed as if the Work commenced on the specified date and time, except for the CONTRACTOR's failure to provide satisfactory evidence.

All insurance required by this Contract shall be obtained by an insurance company or companies that are duly licensed and/or authorized to do business in the State of Florida. Insurers shall have at least a Policy Holders Rating of A-, and Financial Rating of at least IV as identified in the latest issue of "Bests Key Rating Guide" unless otherwise accepted by the TOWN in writing.

The CONTRACTOR's insurance, and the insurance of any other party bound to the CONTRACTOR, shall be considered primary. The TOWN's insurance, if any, shall be considered excess, as may be applicable to claims which arise out of indemnification's

insurance, certificates of insurance and any additional insurance provisions of this Contract.

The CONTRACTOR shall name "Town of Kenneth City" as a certificate holder and/or as additional insured, to the extent of the services to be provided hereunder, on all required insurance policies, and provide the TOWN with proof of same.

4. Loss Deductible

The TOWN shall be exempt from, and in no way liable for, any sums of money that may represent a deductible in any insurance policy. The payment of deductibles shall be the sole responsibility of the CONTRACTOR.

5. Subcontractor's Insurance

The CONTRACTOR shall ensure that any Subcontractor(s), hired to perform any of the Work, maintain the same Insurance requirements set forth herein. In addition, the CONTRACTOR shall maintain proof of same on file and made readily available upon request by the TOWN.

6. Certificate of Insurance

The CONTRACTOR agrees to promptly provide the TOWN with proof of insurance coverage as follows:

- The name of the insured CONTRACTOR, the specific job by name and job number, the name of the insurer, the number of the policy, its effective date, and its termination date;
- Statement that the insurer will mail notice to the TOWN and a copy to the Engineer at least thirty (30) days prior to any material changes in provisions, cancellation, renewal, or non-renewal of the policy;
- Certification of Insurance shall be in the form as approved by the TOWN and such Certificate shall clearly state all the coverage's required in this Article;
- If requested by the TOWN, the CONTRACTOR shall promptly furnish complete certified copies of his and his Subcontractor's insurance policies, forms and endorsements; and
- Receipt of certificates or other documentation of insurance or policies or copies of policies by the CONTRACTOR or by any of its representatives that indicate less coverage than required by the Contract Documents does not constitute a waiver of the CONTRACTOR's obligations to fulfill the requirements of this Article.

The TOWN, at its sole discretion, has the right to request certified copies of any and all insurance policies required by this Contract and CONTRACTOR agrees to promptly produce such requested documents.

7. Worker's Compensation Insurance

The CONTRACTOR shall take out and maintain, during the life of this Contract, Workers' Compensation and Employer's Liability Insurance for all his employees connected with the Work of this Project, and in case any Work is sublet, the CONTRACTOR shall require

the Subcontractor similarly to provide Workers' compensation Insurance for all of the latter's employees, unless such employees are covered by the protection afforded by the CONTRACTOR. Such insurance shall comply with the Florida Workers' compensation Law. In case any class of contract at the Project Site is not protected under the Workers' Compensation Statute, the CONTRACTOR shall provide adequate insurance, satisfactory to TOWN for the protection of employees not otherwise protected. The limits shall be statutory for Worker's Compensation and \$1,000,000.00 for Employer's Liability.

8. Liability Insurance

The CONTRACTOR shall take out and maintain, during the life of this Contract, Commercial General Liability and Commercial Automobile Liability Insurance as shall protect TOWN from claims for damages for bodily injury and personal injury, including accidental death, as well as claims for property damages which may arise from operating under this Contract, whether such operations are by himself or by anyone directly or indirectly employed by him, and the amount of such insurance shall be minimum limits as follows:

Commercial General Liability:

- Minimum Coverage is \$1,000,000 including a separate project aggregate limit of \$2,000,000 for the Contract.
- Coverage shall include premises, operations, products, completed operations, independent CONTRACTORS, contractual liability covering this Contract, contracts and leases, broad form property damage coverage's, personal injury and bodily injury.
- The CONTRACTOR is required to continue to purchase products and completed operations coverage for Work performed under this Contract for minimum of three (3) years following Substantial Completion.
- If Umbrella or Excess liability coverage is used to satisfy the requirements of this Section, it shall not be more restrictive than the underlying insurance policy coverage's.

Commercial Automobile Liability:

- Minimum Coverage is \$1,000,000.
- Coverage shall include bodily injury and property damage arising out of ownership, maintenance or use of any auto, including owned, non-owned and hired automobiles and employee non-ownership use.

9. Performance, Payment, and Other Bonds

The CONTRACTOR shall furnish a performance bond and a payment bond, each in an amount at least equal to the Contract Amount, as security for the faithful performance and payment of all of CONTRACTOR's obligations under the Contract. These bonds shall remain in effect until one year after the date when final payment becomes due or until

completion of the correction period specified in the Contract, whichever is later, except as provided otherwise by laws or regulations, the Supplementary Conditions, or other specific provisions of the Contract. CONTRACTOR shall also furnish such other bonds as are required herein

All bonds shall be in the form prescribed by the Contract except as provided otherwise by laws or regulations, and shall be executed by such sureties as are named in “Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies” as published in Circular 570 (as amended and supplemented) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. A bond signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual’s authority to bind the surety. The evidence of authority shall show that it is effective on the date the agent or attorney-in-fact signed the accompanying bond.

CONTRACTOR shall obtain the required bonds from surety companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue bonds in the required amounts.

If the surety on a bond furnished by CONTRACTOR is declared bankrupt or becomes insolvent, or its right to do business is terminated in any state or jurisdiction where any part of the Project is located, or the surety ceases to meet the requirements above, then CONTRACTOR shall promptly notify CONTRACTOR and Engineer and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which shall comply with the bond and surety requirements above.

If CONTRACTOR has failed to obtain a required bond, CONTRACTOR may exclude the CONTRACTOR from the Project Site and exercise CONTRACTOR’s termination rights under Article 9.

Upon request, the TOWN shall provide a copy of the payment bond to any Subcontractor, Supplier, or other person or entity claiming to have furnished labor or materials used in the performance of the Work.

## **ARTICLE 15 - COMMENCEMENT OF STATUTORY LIMITATION PERIOD**

1. The Commencement of Statutory Limitation Periods Between the TOWN, CONTRACTOR and assignees are as follows:

- **Before Substantial Completion.** As to acts or failures to act occurring prior to the relevant date of Substantial Completion, any applicable statute of limitations shall commence to turn and any alleged cause of action shall be deemed to have accrued in any and all events not later than the date of issuance of the final Certificate for Payment; and
- **After Final Certificate for Payment.** As to acts or failures to act occurring after the relevant date of issuance of the final Certificate for Payment, any applicable

statute of limitations shall commence to run and any alleged cause of action shall be deemed to have accrued in any and all events not later than the act or failure to act by the CONTRACTOR, pursuant to any warranty provided under the Contract Documents, the date of any correction of the Work or failure to correct the Work by the CONTRACTOR or date of actual commission of any other act or failure to perform any duty or obligation by the CONTRACTOR or TOWN, whichever occurs last.

2. Concerning Latent Defects and Fraud

As to latent defects and fraud, the applicable statute of limitations shall commence upon the date of discovery or the date discovery of the defect should reasonably have occurred.

3. Sovereign Immunity

The TOWN expressly retains all rights, benefits and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes. Notwithstanding anything set forth in any section, article or paragraph of this Contract to the contrary, which may have been adopted by the Florida Legislature or may be adopted by the Florida Legislature, and the cap on the amount and liability of the TOWN for damages, attorney fees and costs, regardless of the number or nature of claims in tort, equity or contract, shall not exceed the dollar amount set by the Florida Legislature for tort. Nothing in this Contract shall inure to the benefit of any third party for the purpose of allowing any claim against the TOWN which would otherwise be barred under the Doctrine of Sovereign Immunity or operation of law.

## **ARTICLE 16 - MISCELLANEOUS PROVISIONS**

1. Governing Law

This Contract shall be governed by the laws of the State of Florida.

2. Interest on Judgments

In the event of any disputes between the parties to this Contract occurs, including without limitation to their assignee and or assigns arising out of or relating in any way to this Contract which results in litigation and a subsequent adjustment award or decree against either party, it is agreed that an entitlement post judgment interests to either party and/or their attorneys shall be fixed by the proper Court at a rate of 5% per annum, simple interest. Under no circumstances shall either party be entitled to pre-judgment interest. The parties' expressly acknowledge and to the extent allowed by law, hereby opt out of any provision of Federal or State Statutes not in agreement with this.

3. Successors and Assigns

The TOWN and CONTRACTOR respectively bind themselves, their partners, successors, assigns and legal representatives to the other party hereto and to partners, successors, assigns and legal representatives of such other party in respect to covenants, agreements and obligations contained in the Contract Documents. Neither party to the Contract shall assign the Contract as whole without the written consent of the other. If either party attempts to make such an assignment without such written consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.



4. Written Notice

Written notice shall be deemed to have been duly served if delivered in person to the individual or a member of the firm or entity or to an officer of the corporation for which it was intended, or if delivered at or sent by registered or certified mail to the last business address known to the party giving notice.

Both the addresses given in the Bid Form upon which this Contract is founded and the CONTRACTOR's office at or near the site of work are hereby designated as places to either of which notices, letters and other communication to CONTRACTOR shall be certified mailed or delivered. The delivering at the above named place or depositing of a postage paid communication or directed to the first name, place, in any post office box, regularly maintained by the post office department of any notice, letter, or other communication to the CONTRACTOR shall be deemed sufficient service thereupon the CONTRACTOR; and the date of said service shall be the date of such delivery or mailing.

5. Limitation of Liability

The TOWN shall be liable only to the extent of its interest in the Project; and no elected official, officer, agent, or employee of the TOWN shall ever be personally or individually liable with respect to this Contract or the Work. Each Subcontract shall include foregoing limitation, which shall be effective if the TOWN ever succeeds to the CONTRACTOR's rights or obligations under a Subcontract.

The Engineer shall be liable to CONTRACTOR only to the extent of its interest in the Project; and no officer, director, partner, agent, or employee of the Engineer (or any partner of a partner or any agent or employee of a partner) shall ever be personally or individually liable to CONTRACTOR with respect to this Contract or the Work. Each Subcontract shall include the foregoing limitation. Nothing contained in this agreement shall be construed as a waiver of the TOWN's rights to sovereign immunity or any other defense under Section 768.28, Florida Statutes.

6. Validity, Severability and Reformation

The validity, interpretation, construction, and effect of this Contract shall be in accordance with and be governed by the laws of the State of Florida. Any provision or part of this Contract held to be void or unenforceable under any law shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the parties. The parties agree that this Contract shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision which comes as close as possible to expressing the intention of the stricken provision.

7. Public Records

The CONTRACTOR agrees to comply with the Florida Public Records Act, as applicable, including, but not limited to Section 119.0701 of the Florida Statutes. Documents which are considered public records herein under Florida law include, but are not limited to: records related to the entry, management and implementation of the contract itself; emails/correspondence between the TOWN and the CONTRACTOR related to the

contract; emails or correspondence from all other entities related to the contract (i.e., subcontractors, suppliers, vendors, etc.); billing and related documents; plans or other documents that may be necessary, reports, etc.; subcontracts; and all vendor invoices. The CONTRACTOR agrees, to the extent required by law, to:

- A. Keep and maintain public records that ordinarily and necessarily would be required by the public agency in performing the services of the Contract;
- B. Provide the public with access to the public records under the same terms and conditions that the TOWN would provide the records and at a cost that does not exceed the cost provided for by law;
- C. Ensure that the public records that are exempt or confidential, and exempt from public record disclosure requirements, are not disclosed, except as authorized by law; and
- D. Meet all requirements where retained public records and transfer, at no cost, to the TOWN, all public records in possession of the CONTRACTOR, upon termination or completion of the Contract and destroy any duplicate public records that are exempt or confidential, or exempt from public record disclosure requirements.

Furthermore, the CONTRACTOR agrees that all records stored electronically shall be provided to the TOWN in a format that is compatible with the information technology systems of the TOWN. The CONTRACTOR shall promptly provide the TOWN with a copy of any request to inspect or copy public records that CONTRACTOR receives and a copy of the CONTRACTOR'S response to each request. The CONTRACTOR understands and agrees that failure to provide access to the public records shall be a material breach of the Contract and grounds for termination.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

**Town Clerk, Town of Kenneth City  
6000 54<sup>th</sup> Avenue North  
Kenneth City, Florida 33709  
Phone: (727)-498-8948  
Fax: (727)-498-8841  
mccarthy@Kennethcityfl.org**

**THE CONTRACTOR ACKNOWLEDGES THAT THE TOWN OF KENNETH CITY CANNOT AND WILL NOT PROVIDE LEGAL OR BUSINESS ADVICE TO THE CONTRACTOR WITH RESPECT TO ITS OBLIGATIONS PURSUANT TO THIS SECTION RELATED TO PUBLIC RECORDS. THE CONTRACTOR ACKNOWLEDGES**

**THAT IT WILL NOT RELY ON THE TOWN OF KENNETH CITY OR ITS TOWN ATTORNEY TO PROVIDE SUCH BUSINESS OR LEGAL ADVICE AND THAT CONTRACTOR HAS BEEN ADVISED TO SEEK PROFESSIONAL ADVICE WITH REGARD TO PUBLIC RECORDS MATTERS ADDRESSED BY THIS AGREEMENT.**

8. Cumulative Remedies

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

9. Limitation of Damages

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

10. No Waiver

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

11. Survival of Obligations

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

12. Headings

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

**IN WITNESS WHEREOF the parties have executed the Contract on the day and date first above written.**

CONTRACTOR:

TOWN: The Town of Kenneth City

By: \_\_\_\_\_

\_\_\_\_\_  
Town Manager

Title: \_\_\_\_\_

WITNESS:

ATTEST:

\_\_\_\_\_

\_\_\_\_\_  
Cindy Matson, Town Clerk

Reviewed for Legal Form and Content by:

\_\_\_\_\_  
Randy Mora, Town Attorney

## **SECTION 01000**

### **GENERAL REQUIREMENTS**

#### **01000.01 TRAFFIC CONTROL**

The Contractor shall maintain traffic within the limits of the project for the duration of the construction period, in accordance with the requirements of the FDOT Section 102 of the “Standard Specifications”, as amended herein.

The local streets shall be kept open to two-way traffic for the duration of the construction period, except that one lane of traffic will be permitted provided that flagmen are used. The Contractor will not be permitted to isolate access to residences or places of business. Traffic on County roads and State highways shall be controlled in accordance with the current standards of the appropriate agency.

The Contractor shall furnish, erect and maintain all necessary traffic control and safety devices, in accordance with the Florida Department of Transportation “ROADWAY AND TRAFFIC DESIGN STANDARDS”, applicable edition, and State of Florida “MANUAL OF TRAFFIC CONTROL AND SAFE PRACTICES FOR STREET AND HIGHWAY CONSTRUCTION MAINTENANCE AND UTILITY OPERATIONS”, applicable edition, and shall take all necessary precautions for the protection of the work and the safety of the public for the duration of the construction period.

#### **01000.02 MATERIALS, EQUIPMENT AND LABOR**

Unless otherwise stipulated, the Contractor shall provide and pay for all materials, labor, water, tools, equipment, light, power, transportation and any other facilities necessary for the proper execution and completion of the work.

Unless otherwise specified, all materials shall be new. The Contractor, if required, shall furnish satisfactory evidence as to the kind of and quality of materials. Before any contract is awarded the bidder may be required to furnish a complete statement of the origin, composition and manufacture of any or all materials or equipment to be used in the work, together with samples, which samples may be subject to tests provided for in these specifications to determine their quality and fitness for the work. All materials and all workmanship shall be of good quality and meet specification requirements. Failure of the Owner or Engineer to request material, samples or conduct tests on the same does not relieve the Contractor of responsibility to furnish the material as specified. The Contractor shall furnish such equipment as is considered necessary for the prosecution of the work in an acceptable manner at a satisfactory rate of progress so as to insure completion by the date set forth in the Contract. The equipment used on any portion of the work shall be used in such a manner so as not to endanger the lives of the operators or others, nor cause damage to adjacent real property, roadways, structures, or any other property whatsoever.

**01000.03            PRECONSTRUCTION VIDEO**

The Contractor shall furnish, at his expense, two (2) preconstruction videos to the Town prior to commencement of construction.

**01000.04            STANDARDS**

Wherever in these Contract documents reference is made to any of the following, or other, specifications, codes, standards, and requirements, by abbreviation or name, it shall be understood that the specifications, codes, standards, and requirements in effect on the date of advertisement for bids shall govern.

ASTM	American Society for Testing Materials
ASME	American Society for Mechanical Engineers
ASA	American Standards Association
AWWA	American Water Works Association
NEMA	National Electric and Manufacturers Association
AIEE	American Institute of Electrical Engineers
AASHTO	American Association of State Highway and Transportation Officials
NBFU	National Board Fire Underwriters
NEC	National Electric Code
ACI	American Concrete Institute
AGA	American Gas Association
AISC	American Institute Steel Construction
AWPA	American Wood Preservers Association
Fed. Spec	Federal Specifications U.S. Government
SBC	Southern Building Code
FDOT	Florida Department of Transportation

“Standard Specifications” – FDOT Standard Specifications for Road and Bridge Construction, latest edition, including all supplemental specifications, indices and other directives in effect.

**01000.05            STORAGE OF MATERIALS AND RIGHTS-OF-WAY**

The Owner shall provide the land upon which the work is to be done, with right of access thereto unless otherwise specified elsewhere in the Contract Documents. The Contractor shall anticipate requirements of space and land for the erection of temporary construction facilities, secure storage containers, office, and storage of materials. Should the Owner decide that the site of work is insufficient for such temporary facilities, the Contractor will be required to arrange for such additional space and land as may be necessary at his expense.

The Contractor shall make his own arrangements for delivery and handling of equipment and materials as he may require for the prosecution of his work.

In underground utility work all materials required in the work may be stored on the sides of the roadway or parking area of the street in which the utilities are to be constructed, as approved by the

Owner and/or municipality having jurisdiction, but all such materials, tools and machinery shall be neatly and compactly piled in such a manner as to cause the least inconvenience to the property owners and the traffic. Materials shall be stored outside of the "Clear Zone" of roadways. All fire hydrants must at all times be kept free and unobstructed and water and gas shut-off boxes must be kept uncovered.

The materials shall be stored so as to insure the preservation of the quality and fitness for the work. When considered necessary, they shall be placed on wooden platforms or other hard clean surfaces and shall be placed under cover as directed. Stored materials shall be located so as to facilitate prompt inspection. Materials, tools, and machinery shall not be piled or placed against shade trees unless ample protection is provided for the trees. Lawns, grass plots, or other private or public property shall not be used for storage purposes without the written permission of the Owner.

#### **01000.06 UTILITIES**

The Contractor shall have the complete responsibility of coordinating his work with the owners of the various utilities now existing or to be constructed within the limits of this project so that a minimum delay in the construction shall occur therefrom.

#### **01000.07 SAFETY AND HEALTH REGULATIONS**

The Contractor shall comply with the Department of Labor Safety and Health regulations for construction promulgated under the Occupational and Health Act of 1970 (PL 596) and under Section 107 of the Contract Work Hours and Safety Standards Act (PL 91-54). The Contractor shall comply with the State of Florida Trench Safety Act.

#### **01000.08 USE OF CHEMICALS**

All chemicals used during project construction or furnished for project operation, whether herbicide, pesticide, disinfectant, polymer, reactant or of other classification, must show approval of either EPA or USDA. Use of all such chemicals and disposal of residues shall be in strict conformance with instructions.

#### **01000.09 BY-PASSING OF SEWAGE**

The Contractor shall schedule his work so as to either minimize or completely eliminate any by-pass of raw sewage during construction.

#### **01000.10 DEWATERING AND SEWAGE PUMPS**

In general, all pumps utilized by the Contractor during the construction shall be electric motor driven. Internal combustion engine driven pumps may be used for a particular application only upon approval of the Owner.

#### **01000.11            LINES, GRADES AND CONSTRUCTION SURVEYING**

The Contractor shall employ a competent surveyor satisfactory to the Owner to lay out the work from the bench marks, grades, dimensions, points and lines noted on the working drawings, established at the site, or supplied by the Engineer.

All work of every description shall be laid out and checked by the Contractor who will be held solely responsible for its correctness, and all expenses in connection with this work shall be paid for by the Contractor. In the event batter boards are used the maximum allowable interval for construction batter boards on sewers and pipe lines will be forty (40) feet for grades under 1.00 percent (1%) and fifty (50) feet for grades of 1.00 percent (1%) and over.

The work may be checked by the Owner and in event of discrepancy, his decision shall be final.

No special compensation will be made to the Contractor to defray costs of any of the work or delays occasioned by making surveys and measurements, tests or inspections, but such costs shall be considered as having been included in the price stipulated for the several items of the work to be done under this contract.

#### **01000.12            TESTS**

Tests of material shall be paid for the Contractor. The selection of bureaus, laboratories, and/or agencies for the inspection and testing of supplies, materials or equipment shall be subject to the approval of the Engineer. Satisfactory documentary evidence that the materials have passed the required inspections and tests must be furnished to the Owner.

#### **01000.13            WATER AND POWER**

The cost of all water for construction and testing purposes, as well as the expense of having the water conveyed to and about the work, must be borne by the Contractor.

Unless otherwise specifically permitted by the Engineer, all water used for construction purposes shall be obtained from the public water supply main.

The Contractor shall make his own arrangements for electric light and power, as may be required for his work.

#### **01000.14            MONUMENTS AND LANDMARKS**

Monuments or landmarks shall not be molested or removed by the Contractor or any of his employees without written consent of the Owner. Any monument or landmark so removed will be replaced by the Owner at the expense of the Contractor.



#### **01000.15            DETOURS**

The Contractor must so schedule his work that in no case are two adjoining parallel streets closed for utility construction at any one time. If, in the opinion of the Owner, a traffic hazard or an unreasonable long detour is caused by the Contractor's plan of work, he shall immediately revise his working schedule and reopen whatever streets are required for maintenance of traffic. The Contractor will, in no case, be permitted to start work in any new location without permission of the Owner. If the Contractor shall disregard the instructions of the Owner concerning traffic control, it will be considered sufficient cause to invoke that section of the specifications entitled "The Owner's Right to Terminate Contract." The Contractor will be responsible for placing and maintaining "Detour" signs when required, or when directed by the Owner.

#### **01000.16            EXISTING UTILITIES**

The Contractor will be required, at his own expense, to do everything necessary to locate, protect, support, sustain and avoid conflicts with existing water, gas and service pipes, storm and sanitary sewers, existing structures, electric light and power lines, telephone poles, conduits, roads and other fixtures on the site of the work. In case any of the said water, gas, and service pipes, storm and sanitary sewers, existing structures, electric light and power lines, telephone poles, conduits, roads and other fixtures be damaged, they shall be repaired, but the cost thereof shall be considered as having been included in the prices stipulated for the various items of work to be done under this contract.

#### **01000.17            SANITARY MEASURES**

Sanitary conveniences for the use of all persons employed on the work shall be provided and maintained by the Contractor in sufficient number, in such manner and in such cases as shall be approved by the Owner. All persons connected with this work shall be obliged to use them, and any employees found violating these provisions shall be discharged and not again employed without written consent. All necessary precautions, including the care of employees, and prevention of any pollution of the existing water supply shall at all times be satisfactory to the governing authorities. The Contractor shall promptly and fully comply with all orders and regulations in regard to these matters.

#### **01000.18            CLEANING UP**

As the work progresses, the Contractor shall remove from the site and dispose of debris and waste material. Particular attention shall be given to minimizing any fire hazard from combustibles as may be used in connection with the work.

On or before the date of the final estimate for the work, the Contractor shall tear down and remove all temporary structures built by him and shall repair and replace all parts of existing embankments, fences, sidewalks, shrubbery or structures which were removed or damaged by the Contractor's operations or by employees of the Contractor. The Contractor shall thoroughly clean out all sewers, drains, pipes, manholes and miscellaneous structures and shall remove all rubbish and leave ground, thoroughfares, and rights-of-way in a neat and satisfactory condition.

**01000.19            FAILURE TO CLEAN UP**

Upon failure of the Contractor to keep the sites of his operations clean, to the satisfaction of the Owner may upon twenty-four (24) hours' notice to the Contractor, remove any rubbish, materials, earth, etc., which the Owner may deem necessary, charging the cost thereof to the Contractor and may deduct the amount from any money that may be due him.

**01000.20            RESTORATION OF SURFACE**

The Contractor shall replace all surface material, and shall restore paving (unless otherwise stipulated), curbing, sidewalks, gutters, shrubbery, fences, sod, and other surfaces disturbed to a condition equal to that before the work began, furnishing all labor and materials incidental thereto. In restoring paved surfaces, new pavement is required except that granite paving blocks, sound brick, or asphalt paving blocks may be used.

**01000.21            PROJECT RECORD DRAWINGS**

The Contractor shall maintain continuous "record" data for the project, including accurate records of location, length, and elevation of all pipelines and piping installed and all architectural, mechanical, or structural features of the Contract. A set of drawings will be provided to the Contractor to be kept at the job site for this purpose. Promptly after the completion of any portion of the job, the Contractor shall deliver to the Owner the drawings with accurate notations recorded thereon as necessary to revise the drawings for record purposes. The Contractor will be held responsible for the accuracy of such data and shall bear any costs incurred in finding utilities as a result of furnishing incorrect data.

**END OF SECTION**

PROJECT SPECIFIC NOTES:

ALTERNATE BID # 1
COPY ROOM:
DEMO DOOR AND SIDELITE, IN FILL WALL AND CASE OPENING, ADD NEW WALL & BASE CABINETS AND COUNTERTOP.

ALTERNATE BID # 2
BUILDING DEPT.:
DEMO EXISTING SLIDING WINDOW AND COUNTERTOP IN AND OUTSIDE WINDOW, ADD NEW STONE COUNTERTOP, MILLWORK, AND OVERHEAD ROLL UP SHUTTER. NEW PAINT COLOR IN THIS AREA.

ALTERNATE BID # 3
BREAKROOM:
DEMO EXISTING MILLWORK, COUNTERTOP, AND SINK. REPLACE MILLWORK, COUNTERTOP AND SINK.

BID ALLOWANCES:
STONE COUNTERTOPS - \$50 A SQUARE FOOT INSTALLED MATERIALS AND LABOR.

PORCELAIN TILE FLOOR- \$15 A SQUARE FOOT INSTALLED MATERIALS AND LABOR.

PROVIDE SHOP DRAWING FOR ARCHITECTS APPROVAL FOR ALL MILLWORK, COUNTERTOP SUPPORT BRACKETS, AND OVERHEAD ROLLING SHUTTER.

SECURITY & SPACE USE IMPROVEMENTS FOR:
KENNETH CITY TOWN HALL

6000 54TH AVE N,
KENNETH CITY, FL 33709



PROJECT DIRECTORY

Table with columns for Building Owner and Owners Representative, listing company names, addresses, and contact information for the Town of Kenneth City and Advanced Engineering & Design, Inc.

NOTE: A NOTICE OF COMMENCEMENT WILL NEED TO BE FILLED OUT COMPLETELY AND SUBMITTED BEFORE A BUILDING PERMIT CAN BE ISSUED.

ARCHITECT

Table listing architect information: Company (sdg Architecture Inc), Address (193 San Christopher Drive - Suite B), City/State/Zip (Dunedin, Florida 34698), Principal (Rodney Collman), and Project Manager (Rodney Collman).

INDEX OF DRAWINGS

Index of Drawings table with columns for drawing number and description, listing architectural sheets (A000-A400) and interior design sheets (D100).

GENERAL NOTES:

- 1. IT IS THE CONTRACTOR'S SOLE RESPONSIBILITY TO DETERMINE ERECTION PROCEDURE AND SEQUENCE TO ENSURE THE SAFETY OF THE BUILDING AND ITS COMPONENT PARTS DURING ERECTION...
2. ALL DIMENSIONS AND ELEVATIONS SHOWN SHALL BE VERIFIED AND SHALL CONFORM TO THE CONSTRUCTION DRAWINGS.

LEGAL DESCRIPTION

PARCEL ID: 05-31-16-48152-024-0010, DESCRIPTION IS IN PLAT BOOK 46 - PAGE 41.

PROJECT SCOPE

THE SCOPE OF THIS PROJECT IS A LEVEL 2 ALTERATION INTERIOR RENOVATION, MOVING DOORS AND REPLACING FLOOR FINISHES AND WALL FINISHES. NO WORK IS BEING DONE TO THE BUILDING ENVELOPE.

FLOOD ZONE INFORMATION

FLOOD ZONE: NO CHANGE

WIND INFORMATION

N/A
EXISTING BUILDING

PROJECT INFORMATION

THIS PROJECT IS AN EXISTING BUILDING AND COMPLES WITH THE 2011 FLORIDA BUILDING CODE EXISTING BUILDING 6TH ED.

TYPE OF CONSTRUCTION: NO CHANGE
LEVEL OF ALTERATION: LEVEL 2
USE AND OCCUPANCY CLASSIFICATION: B- OFFICES-NO CHANGE

NUMBER OF STORES: 1 STORY-NO CHANGE
BUILDING HEIGHT: NO CHANGE
GROSS BUILDING AREA: 3,371 SQFT-NO CHANGE
OCCUPANT LOAD CALCULATION: 34 OCCUPANTS-NO CHANGE

PROJECT CHARACTERISTICS

APPLICABLE BUILDING CODES

Table listing applicable building codes: Florida Building Code Building, 6th Edition 2011; Florida Building Code Existing Building, 6th Edition 2011; Florida Building Code Plumbing, 6th Edition 2011; Florida Building Code Mechanical, 6th Edition 2011; NFPA 70 National Electrical Code, 2014 Edition; Florida Fire Prevention Code 101, 6th Edition 2011; Florida Fire Prevention Code, 6th Edition 2011; Florida Building Code Building, 6th Edition 2011; Florida Building Code Energy Conservation, 6th Edition 2011.

PRODUCT APPROVALS

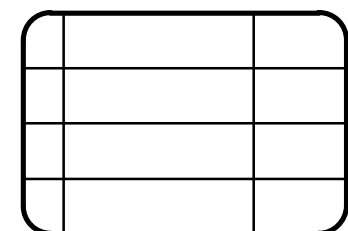
NO FLORIDA PRODUCT APPROVALS REQUIRED
THERE IS NO WORK BEING DONE TO THE BUILDING ENVELOPE.

SITE INFORMATION

SETBACKS: EXISTING
SITE AREA: EXISTING
PARKING: EXISTING

INTERIOR FINISH CLASSIFICATIONS

Table showing interior finish classifications: Interior exist stairways and ramps and ext passagesways (B), Corridors and enclosure for ext access stairways and ramps (C), Rooms and enclosed spaces (C).



Vertical logo for sdg ARCHITECTURE, including contact information: 727-736-5463, 795 San Christopher Drive, Suite A, Dunedin, FL 34698.

Vertical title block: SECURITY & SPACE USE IMPROVEMENTS FOR: KENNETH CITY TOWN HALL, 6000 54TH AVE N, KENNETH CITY, FL 33709.

Vertical project information: DRAWN BY JDP, CHECKED BY RLC, PROJECT NUMBER 19-068, DATE 09/03/19, PERMIT A000 COVER SHEET, SCALE.

DRAWING ABBREVIATIONS		DIMENSIONING		GENERAL NOTES:																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																	
<p>LISTED HERE AND USED THROUGHOUT THE DRAWINGS ARE 649 ARCHITECTURE OFFICE STANDARDS FOR CONSTRUCTION TERMINOLOGY. OTHER ACCEPTED ENGLISH ABBREVIATIONS OTHER THAN THE FOLLOWINGS MAY BE USED.</p> <table border="0"> <tr><td>A.F.F.</td><td>ABOVE FINISH FLOOR</td><td>MANT</td><td>MAINTENANCE</td></tr> <tr><td>A.F.</td><td>ACCESS FLOOR</td><td>MH</td><td>MANHOLE</td></tr> <tr><td>A.C.T.</td><td>ACOUSTICAL CEILING TILE</td><td>MANUF</td><td>MANUFACTURER</td></tr> <tr><td>A.H.U.</td><td>AIR HANDLER UNIT</td><td>MB</td><td>MARKER BOARD</td></tr> <tr><td>ALUM</td><td>ALUMINUM</td><td>MBS</td><td>MASONRY</td></tr> <tr><td>A.B.</td><td>ANCHOR BOLT</td><td>M.O.</td><td>MASONRY OPENING</td></tr> <tr><td>ASB</td><td>ASBESTOS</td><td>MATL</td><td>MATERIAL</td></tr> <tr><td>ASPH</td><td>ASPHALT</td><td>MAX</td><td>MAXIMUM</td></tr> <tr><td>@</td><td>AT</td><td>MSL</td><td>MEAN SEA LEVEL</td></tr> <tr><td></td><td></td><td>MECH</td><td>MECHANICAL</td></tr> <tr><td>BM</td><td>BEAM</td><td>MEMB</td><td>MEMBRANE</td></tr> <tr><td>BRG</td><td>BEARING</td><td>MTL</td><td>METAL</td></tr> <tr><td>BTM</td><td>BOTTOM</td><td>MEZZ</td><td>MEZZANINE</td></tr> <tr><td>BLDG</td><td>BUILDING</td><td>MN</td><td>MINIMUM</td></tr> <tr><td>B.U.R.</td><td>BUILT-UP ROOF</td><td>N/A</td><td>NOT APPLICABLE</td></tr> <tr><td></td><td></td><td>NC</td><td>NON-COMBUSTIBLE</td></tr> <tr><td>CAB</td><td>CABINET</td><td>N.C.</td><td>NOT IN CONTRACT</td></tr> <tr><td>CFT</td><td>CARPET</td><td>N.T.S.</td><td>NOT TO SCALE</td></tr> <tr><td>C.B.</td><td>CATCH BASIN</td><td>#</td><td>NUMBER</td></tr> <tr><td>C.I.P.</td><td>CAST IN PLACE</td><td>O.C.</td><td>ON CENTER</td></tr> <tr><td>CLG</td><td>CEILING</td><td>OCG</td><td>OCCUPANCY</td></tr> <tr><td>CL</td><td>CENTER LINE</td><td>OPNG</td><td>OPENING</td></tr> <tr><td>CP</td><td>CEMENT PLASTER</td><td>OPP</td><td>OPPOSITE</td></tr> <tr><td>C.T.</td><td>CERAMIC TILE</td><td>O.T.O.</td><td>OUT TO OUT</td></tr> <tr><td>CKT</td><td>CIRCUIT</td><td>O.D.</td><td>OUTSIDE DIMENSION</td></tr> <tr><td>CLR</td><td>CLEAR</td><td>O.A.</td><td>OVERALL</td></tr> <tr><td>COL</td><td>COLUMN</td><td>PTD</td><td>PAINTED</td></tr> <tr><td>CONC</td><td>CONCRETE</td><td>PAR</td><td>PAPER</td></tr> <tr><td>CMU</td><td>CONCRETE MASONRY UNIT</td><td>P.T.D.</td><td>PAPER TOWEL DISPENSER</td></tr> <tr><td>CM</td><td>CONCRETE MONUMENT</td><td>P.T.W.</td><td>PAPER TOWEL WASTE</td></tr> <tr><td>CONN</td><td>CONNECTION</td><td>PT. BD.</td><td>PARTICLE BOARD</td></tr> <tr><td>CONT</td><td>CONTINUOUS</td><td>PARTN</td><td>PARTITION</td></tr> <tr><td>C.O.</td><td>CONTROL JOINT</td><td>PL</td><td>PLASTIC</td></tr> <tr><td>CSK</td><td>COUNTERSINK</td><td>PLMB</td><td>PLYWOOD</td></tr> <tr><td>CU</td><td>COPPER</td><td>FLYWD</td><td>FLYWOOD</td></tr> <tr><td>CORR</td><td>CORRIDOR</td><td>PPG</td><td>POLISHED PLATE GLASS</td></tr> <tr><td></td><td></td><td>LBG</td><td>POUNDS</td></tr> <tr><td>DP</td><td>DAMP PROOFING</td><td>PRFB</td><td>PREFABRICATED</td></tr> <tr><td>DEMO</td><td>DEMOLITION</td><td>P.T.</td><td>PRESSURE TREATED</td></tr> <tr><td>DET</td><td>DETAIL</td><td>PROJ.</td><td>PROJECTION PERPENDICULAR</td></tr> <tr><td>DIAS</td><td>DIAGONAL</td><td>P.</td><td>PROPERTY LINE</td></tr> <tr><td>DA</td><td>DIAMETER</td><td>Q.T.</td><td>QUARRY TILE</td></tr> <tr><td>DM</td><td>DIMENSION</td><td>RAD</td><td>RADIUS</td></tr> <tr><td>DISTN</td><td>DISTRIBUTION</td><td>R.W.L.</td><td>RAIN WATER LEADER</td></tr> <tr><td>DR</td><td>DOOR</td><td>REC'D</td><td>RECOMMENDED</td></tr> <tr><td>DN</td><td>DOWN</td><td>REF</td><td>REFERENCE</td></tr> <tr><td>DS</td><td>DOWNSDRUT</td><td>RENF</td><td>REINFORCED</td></tr> <tr><td>D.V.T.</td><td>DOWN METAL</td><td>RCP</td><td>REINFORCED CONCRETE PIPE</td></tr> <tr><td>DWG</td><td>DRAWINGS</td><td>R.P.</td><td>REFERENCE POINT</td></tr> <tr><td>D.F.</td><td>DRINKING FOUNTAIN</td><td>RENO</td><td>RENOVATION</td></tr> <tr><td>DP</td><td>DUCTILE IRON PIPE</td><td>REQD</td><td>REQUIRED</td></tr> <tr><td>DW</td><td>GYPSUM DRYWALL</td><td>RESL</td><td>RESILIENT</td></tr> <tr><td></td><td></td><td>REV.</td><td>REVISION</td></tr> <tr><td>EA</td><td>EACH</td><td>R.O.W.</td><td>RIGHT OF WAY</td></tr> <tr><td>ELEC</td><td>ELECTRICAL</td><td>R</td><td>RISER</td></tr> <tr><td>E.W.C.</td><td>ELECTRIC WATER COOLER</td><td>R.D.</td><td>ROOF DRAIN</td></tr> <tr><td>ELEV</td><td>ELEVATION</td><td>RI</td><td>RIDGE</td></tr> <tr><td>EL</td><td>ELEVATOR</td><td>RM</td><td>ROOM</td></tr> <tr><td>ERCP</td><td>ELLIPTICAL REINFORCED CONCRETE PIPE</td><td>R.O.</td><td>ROUGH OPENING</td></tr> <tr><td>ENT</td><td>ENTRANCE</td><td></td><td></td></tr> <tr><td>EQ</td><td>EQUAL</td><td>SND</td><td>SANITARY WAPKN DISPOSAL</td></tr> <tr><td>E.T.R.</td><td>EXISTING TO REMAIN</td><td>SEAL</td><td>SEALANT</td></tr> <tr><td>EXIST</td><td>EXISTING</td><td>SECT</td><td>SECTION</td></tr> <tr><td>EXPN</td><td>EXPANSION</td><td>S.M.</td><td>SHEET METAL</td></tr> <tr><td>E.J.</td><td>EXPANSION JOINT</td><td>SHWR</td><td>SHOWER</td></tr> <tr><td>EXP</td><td>EXPOSED</td><td>S/W</td><td>SIDEWALK</td></tr> <tr><td>E.C.</td><td>EXPOSED CONSTRUCTION</td><td>SM</td><td>SIMILAR</td></tr> <tr><td>EXT</td><td>EXTERIOR</td><td>SC</td><td>SOLID CORE</td></tr> <tr><td>EFS</td><td>EXTERIOR INSULATION FINISHING SYSTEM</td><td>SCN</td><td>SOLID CORE WOOD</td></tr> <tr><td></td><td></td><td>SCFW</td><td>SOLID CORE FLUSH WOOD</td></tr> <tr><td>F.O.B.</td><td>FACE OF BLOCK</td><td>SP</td><td>SPACE</td></tr> <tr><td>FN</td><td>FINISHED</td><td>SPFC</td><td>SPECIFICATION</td></tr> <tr><td>F.V.</td><td>FIELD VERIFY</td><td>SQ</td><td>SQUARE</td></tr> <tr><td>FACP</td><td>FIRE ALARM CONTROL PANEL</td><td>SF</td><td>SQUARE FOOT</td></tr> <tr><td>FATP</td><td>FIRE ALARM TRANSCEIVER PANEL</td><td>S.S.</td><td>STAINLESS STEEL</td></tr> <tr><td>F.E.</td><td>FIRE EXTINGUISHER</td><td>STL</td><td>STEEL</td></tr> <tr><td>F.E.C.</td><td>FIRE EXTINGUISHER CABINET</td><td>STRUCT.</td><td>STRUCTURAL</td></tr> <tr><td>F.H.C.</td><td>FIRE HOSE CABINET</td><td>S/SP</td><td>SUSPENDED</td></tr> <tr><td>FFFG</td><td>FIREPROOFING</td><td></td><td></td></tr> <tr><td>FLR</td><td>FLOOR</td><td>TB</td><td>TACK BOARD</td></tr> <tr><td>F.D.</td><td>FLOOR DRAIN</td><td>TE</td><td>TELEPHONE</td></tr> <tr><td>FDOT</td><td>FLORIDA DEPARTMENT OF TRANSPORTATION</td><td>TM</td><td>TEMPORARY BENCH MARK</td></tr> <tr><td></td><td></td><td>T.G.</td><td>TEMPERED GLASS</td></tr> <tr><td>FT</td><td>FOOT</td><td>TEXT</td><td>TEXTURED</td></tr> <tr><td>FTG</td><td>FOOTING</td><td>THRESH</td><td>THRESHOLD</td></tr> <tr><td>FR</td><td>FRAME</td><td>TPH</td><td>TOILET PAPER HOLDER</td></tr> <tr><td>F.L.M.</td><td>FULL LENGTH MIRROR</td><td>TIG</td><td>TONGUE &amp; GROOVE</td></tr> <tr><td>FURN</td><td>FURNISH</td><td>TIB</td><td>TOP &amp; BOTTOM</td></tr> <tr><td>F.O.S.</td><td>FACE OF SLAB</td><td>T.O.C.</td><td>TOP OF CONCRETE</td></tr> <tr><td></td><td></td><td>T.O.F.</td><td>TOP OF FOOTING</td></tr> <tr><td>GALV.</td><td>GALVANIZED</td><td>T.O.G.</td><td>TOP OF GRADE</td></tr> <tr><td>G.I.</td><td>GALVANIZED IRON</td><td>T.O.P.</td><td>TOP OF PAVING</td></tr> <tr><td>GA</td><td>GAUGE</td><td>T.O.S.</td><td>TOP OF STEEL</td></tr> <tr><td>G.C.</td><td>GENERAL CONTRACTOR</td><td>T</td><td>TREAD</td></tr> <tr><td>GL</td><td>GLASS</td><td>TYP</td><td>TYPICAL</td></tr> <tr><td>GB</td><td>GRAB BAR</td><td></td><td></td></tr> <tr><td>G.E.</td><td>GRATE ELEVATION</td><td>UG</td><td>UNDERGROUND</td></tr> <tr><td>G.S.</td><td>GRAVEL STOP</td><td>ULL</td><td>UNDERWRITERS LAB</td></tr> <tr><td>GND</td><td>GROUND</td><td>U.N.O.</td><td>UNLESS NOTED OTHERWISE</td></tr> <tr><td>G.F.I.</td><td>GROUND FAULT INTERRUPT</td><td>UR</td><td>URINAL</td></tr> <tr><td>GYP</td><td>GYPSUM</td><td>V.</td><td>VALLEY</td></tr> <tr><td>HACP</td><td>HANDICAPPED</td><td>V.P.</td><td>VENER PLASTER</td></tr> <tr><td>HDW</td><td>HARDWARE</td><td>V.I.F.</td><td>VERIFY IN FIELD</td></tr> <tr><td>HGT</td><td>HEIGHT</td><td>VERT</td><td>VERTICAL</td></tr> <tr><td>HD</td><td>HIGH INTENSITY DISCHARGE</td><td>VEST</td><td>VESTIBULE</td></tr> <tr><td>H.P.</td><td>HIGH POINT</td><td>V.B.</td><td>VINYL BASE</td></tr> <tr><td>H.M.</td><td>HOLLOW METAL</td><td>V.C.T.</td><td>VINYL COMPOSITION-TILE</td></tr> <tr><td>HG</td><td>CONCRETE HARDENED &amp; SEALED</td><td>V.V.G.</td><td>VINYL WALL COVERING</td></tr> <tr><td>HORIZ</td><td>HORIZONTAL</td><td>WC</td><td>WATER CLOSET</td></tr> <tr><td>H.C.</td><td>HOSE CONNECTION</td><td>WH</td><td>WATER HEATER</td></tr> <tr><td>H.R.</td><td>HANDRAIL</td><td>WP(S)</td><td>WATERPROOFING</td></tr> <tr><td>I.A.V.</td><td>IN ACCORDANCE WITH</td><td>W.W.F.</td><td>WELDED WIRE FABRIC</td></tr> <tr><td>IN</td><td>INCH</td><td>W.D.</td><td>WINDOW DIMENSION</td></tr> <tr><td>ID</td><td>INSIDE DIAMETER</td><td>WDM</td><td>WINDOW</td></tr> <tr><td>ID</td><td>INSIDE DIMENSION</td><td>W</td><td>WIDTH</td></tr> <tr><td>INSUL</td><td>INSULATION</td><td>WD</td><td>WOOD</td></tr> <tr><td>INV</td><td>INVERT</td><td>W.P.</td><td>WORKING POINT</td></tr> <tr><td>I.E.</td><td>INVERT ELEVATION</td><td></td><td></td></tr> <tr><td>JAN</td><td>JANITOR</td><td></td><td></td></tr> <tr><td>JT</td><td>JOINT</td><td></td><td></td></tr> <tr><td>KVA</td><td>KILOVOLT - AMPERES</td><td></td><td></td></tr> <tr><td>LAM</td><td>LAMINATED</td><td></td><td></td></tr> <tr><td>LG</td><td>LENGTH</td><td></td><td></td></tr> <tr><td>LT/HT</td><td>LENGTH HEIGHT</td><td></td><td></td></tr> <tr><td>L/R</td><td>LIMEROCK</td><td></td><td></td></tr> <tr><td>LF</td><td>LINEAR FEET</td><td></td><td></td></tr> <tr><td>L.L.V.</td><td>LONG LEG VERTICAL</td><td></td><td></td></tr> <tr><td>LP</td><td>LOW POINT</td><td></td><td></td></tr> </table>		A.F.F.	ABOVE FINISH FLOOR	MANT	MAINTENANCE	A.F.	ACCESS FLOOR	MH	MANHOLE	A.C.T.	ACOUSTICAL CEILING TILE	MANUF	MANUFACTURER	A.H.U.	AIR HANDLER UNIT	MB	MARKER BOARD	ALUM	ALUMINUM	MBS	MASONRY	A.B.	ANCHOR BOLT	M.O.	MASONRY OPENING	ASB	ASBESTOS	MATL	MATERIAL	ASPH	ASPHALT	MAX	MAXIMUM	@	AT	MSL	MEAN SEA LEVEL			MECH	MECHANICAL	BM	BEAM	MEMB	MEMBRANE	BRG	BEARING	MTL	METAL	BTM	BOTTOM	MEZZ	MEZZANINE	BLDG	BUILDING	MN	MINIMUM	B.U.R.	BUILT-UP ROOF	N/A	NOT APPLICABLE			NC	NON-COMBUSTIBLE	CAB	CABINET	N.C.	NOT IN CONTRACT	CFT	CARPET	N.T.S.	NOT TO SCALE	C.B.	CATCH BASIN	#	NUMBER	C.I.P.	CAST IN PLACE	O.C.	ON CENTER	CLG	CEILING	OCG	OCCUPANCY	CL	CENTER LINE	OPNG	OPENING	CP	CEMENT PLASTER	OPP	OPPOSITE	C.T.	CERAMIC TILE	O.T.O.	OUT TO OUT	CKT	CIRCUIT	O.D.	OUTSIDE DIMENSION	CLR	CLEAR	O.A.	OVERALL	COL	COLUMN	PTD	PAINTED	CONC	CONCRETE	PAR	PAPER	CMU	CONCRETE MASONRY UNIT	P.T.D.	PAPER TOWEL DISPENSER	CM	CONCRETE MONUMENT	P.T.W.	PAPER TOWEL WASTE	CONN	CONNECTION	PT. BD.	PARTICLE BOARD	CONT	CONTINUOUS	PARTN	PARTITION	C.O.	CONTROL JOINT	PL	PLASTIC	CSK	COUNTERSINK	PLMB	PLYWOOD	CU	COPPER	FLYWD	FLYWOOD	CORR	CORRIDOR	PPG	POLISHED PLATE GLASS			LBG	POUNDS	DP	DAMP PROOFING	PRFB	PREFABRICATED	DEMO	DEMOLITION	P.T.	PRESSURE TREATED	DET	DETAIL	PROJ.	PROJECTION PERPENDICULAR	DIAS	DIAGONAL	P.	PROPERTY LINE	DA	DIAMETER	Q.T.	QUARRY TILE	DM	DIMENSION	RAD	RADIUS	DISTN	DISTRIBUTION	R.W.L.	RAIN WATER LEADER	DR	DOOR	REC'D	RECOMMENDED	DN	DOWN	REF	REFERENCE	DS	DOWNSDRUT	RENF	REINFORCED	D.V.T.	DOWN METAL	RCP	REINFORCED CONCRETE PIPE	DWG	DRAWINGS	R.P.	REFERENCE POINT	D.F.	DRINKING FOUNTAIN	RENO	RENOVATION	DP	DUCTILE IRON PIPE	REQD	REQUIRED	DW	GYPSUM DRYWALL	RESL	RESILIENT			REV.	REVISION	EA	EACH	R.O.W.	RIGHT OF WAY	ELEC	ELECTRICAL	R	RISER	E.W.C.	ELECTRIC WATER COOLER	R.D.	ROOF DRAIN	ELEV	ELEVATION	RI	RIDGE	EL	ELEVATOR	RM	ROOM	ERCP	ELLIPTICAL REINFORCED CONCRETE PIPE	R.O.	ROUGH OPENING	ENT	ENTRANCE			EQ	EQUAL	SND	SANITARY WAPKN DISPOSAL	E.T.R.	EXISTING TO REMAIN	SEAL	SEALANT	EXIST	EXISTING	SECT	SECTION	EXPN	EXPANSION	S.M.	SHEET METAL	E.J.	EXPANSION JOINT	SHWR	SHOWER	EXP	EXPOSED	S/W	SIDEWALK	E.C.	EXPOSED CONSTRUCTION	SM	SIMILAR	EXT	EXTERIOR	SC	SOLID CORE	EFS	EXTERIOR INSULATION FINISHING SYSTEM	SCN	SOLID CORE WOOD			SCFW	SOLID CORE FLUSH WOOD	F.O.B.	FACE OF BLOCK	SP	SPACE	FN	FINISHED	SPFC	SPECIFICATION	F.V.	FIELD VERIFY	SQ	SQUARE	FACP	FIRE ALARM CONTROL PANEL	SF	SQUARE FOOT	FATP	FIRE ALARM TRANSCEIVER PANEL	S.S.	STAINLESS STEEL	F.E.	FIRE EXTINGUISHER	STL	STEEL	F.E.C.	FIRE EXTINGUISHER CABINET	STRUCT.	STRUCTURAL	F.H.C.	FIRE HOSE CABINET	S/SP	SUSPENDED	FFFG	FIREPROOFING			FLR	FLOOR	TB	TACK BOARD	F.D.	FLOOR DRAIN	TE	TELEPHONE	FDOT	FLORIDA DEPARTMENT OF TRANSPORTATION	TM	TEMPORARY BENCH MARK			T.G.	TEMPERED GLASS	FT	FOOT	TEXT	TEXTURED	FTG	FOOTING	THRESH	THRESHOLD	FR	FRAME	TPH	TOILET PAPER HOLDER	F.L.M.	FULL LENGTH MIRROR	TIG	TONGUE & GROOVE	FURN	FURNISH	TIB	TOP & BOTTOM	F.O.S.	FACE OF SLAB	T.O.C.	TOP OF CONCRETE			T.O.F.	TOP OF FOOTING	GALV.	GALVANIZED	T.O.G.	TOP OF GRADE	G.I.	GALVANIZED IRON	T.O.P.	TOP OF PAVING	GA	GAUGE	T.O.S.	TOP OF STEEL	G.C.	GENERAL CONTRACTOR	T	TREAD	GL	GLASS	TYP	TYPICAL	GB	GRAB BAR			G.E.	GRATE ELEVATION	UG	UNDERGROUND	G.S.	GRAVEL STOP	ULL	UNDERWRITERS LAB	GND	GROUND	U.N.O.	UNLESS NOTED OTHERWISE	G.F.I.	GROUND FAULT INTERRUPT	UR	URINAL	GYP	GYPSUM	V.	VALLEY	HACP	HANDICAPPED	V.P.	VENER PLASTER	HDW	HARDWARE	V.I.F.	VERIFY IN FIELD	HGT	HEIGHT	VERT	VERTICAL	HD	HIGH INTENSITY DISCHARGE	VEST	VESTIBULE	H.P.	HIGH POINT	V.B.	VINYL BASE	H.M.	HOLLOW METAL	V.C.T.	VINYL COMPOSITION-TILE	HG	CONCRETE HARDENED & SEALED	V.V.G.	VINYL WALL COVERING	HORIZ	HORIZONTAL	WC	WATER CLOSET	H.C.	HOSE CONNECTION	WH	WATER HEATER	H.R.	HANDRAIL	WP(S)	WATERPROOFING	I.A.V.	IN ACCORDANCE WITH	W.W.F.	WELDED WIRE FABRIC	IN	INCH	W.D.	WINDOW DIMENSION	ID	INSIDE DIAMETER	WDM	WINDOW	ID	INSIDE DIMENSION	W	WIDTH	INSUL	INSULATION	WD	WOOD	INV	INVERT	W.P.	WORKING POINT	I.E.	INVERT ELEVATION			JAN	JANITOR			JT	JOINT			KVA	KILOVOLT - AMPERES			LAM	LAMINATED			LG	LENGTH			LT/HT	LENGTH HEIGHT			L/R	LIMEROCK			LF	LINEAR FEET			L.L.V.	LONG LEG VERTICAL			LP	LOW POINT			<p>DIMENSIONS ARE INDICATED IN THE DOCUMENTS. THE DRAWINGS SHALL NOT BE SCALED FOR DIMENSIONS.</p> <p>1. IN MANY OF THE INTERIOR SPACES THE ACTUAL DIMENSIONS MAY BE LESS IMPORTANT THAN IF TWO ELEMENTS IN THE BUILDING WERE TO BE EQUAL. IN THESE CASES, THE WORD "EQUAL OR EQ" IS USED IN LIEU OF THE ACTUAL DIMENSIONS.</p> <p>2. WHEN A ROOM CENTERLINE IS INDICATED ONLY ONE SIDE OF THE ROOM'S ELEMENTS MAY BE DIMENSIONED.</p> <p>3. COLUMN IDENTIFICATION DETAILS WILL GOVERN ALL DIMENSIONS AND NO DIMENSIONS WILL BE SHOWN ON SMALL SCALE PLANS.</p> <p>4. PARTITION CENTERED ON COLUMN OR GRID LINES WILL NOT BE DIMENSIONED ON SMALL SCALE PLANS BUT WILL BE DRAWN ACCORDINGLY.</p> <p>5. PARTITION WITH A FINISHED FACE FLUSH WITH FINISH FACE OF COLUMN WILL NOT BE DIMENSIONED ON SMALL SCALE PLANS BUT WILL BE DRAWN ACCORDINGLY.</p> <p>6. PARTITION FINISH FACE ON COLUMN OR GRID LINE WILL NOT BE DIMENSIONED ON SMALL SCALE PLANS BUT WILL BE DRAWN ACCORDINGLY.</p> <p>7. OPENINGS OCCURRING IN PARTITIONS OR WALLS:</p> <p>A. WHEN ONE JAMB OCCURS AT A COLUMN OR GRID LINE NO DIMENSIONS WILL BE SHOWN ON THE SMALL SCALE PLANS. THE OPENING WIDTH WILL BE GOVERNED BY CRITERIA OR SCHEDULES.</p> <p>B. WHEN NEITHER JAMB OCCURS AT A COLUMN OR GRID LINE ONE JAMB WILL BE DIMENSIONED.</p> <p>8. DOOR LOCATIONS ARE TO BE LOCATED BY ONE OF THE FOLLOWING:</p> <p>A. ONE JAMB FACE LOCATED BY A PARTITION AT RIGHT ANGLE. TYPICAL UNLESS INDICATED ON PLAN.</p> <p>B. OR AS DIMENSIONED ON PLAN.</p> <p>9. GENERALLY DIMENSIONS ARE GIVEN AS FOLLOWS:</p> <ul style="list-style-type: none"> <li>FACE OF BLOCK (CMU)</li> <li>SLAB EDGES</li> <li>OUTSIDE FACE OF SHEATHING (EXTERIOR WOOD FRAME WALLS)</li> <li>CENTERLINE OF INTERIOR PARTITIONS</li> <li>EXTERIOR WOOD FRAME WALLS ARE 1/2" SHEATHING ON 2X6 (NOMINAL) UNLESS NOTED OR DIMENSIONED OTHERWISE</li> <li>ROOM DIMENSIONS ARE FROM INSIDE FACE OF GYP. BRD.</li> <li>OPENING DIMENSIONS ARE SCHEMATIC IN NATURE AND ARE TO BE VERIFIED WITH DOOR OR WINDOW MANUFACTURER</li> </ul>		<p>GENERAL NOTES:</p> <p>A. CONTRACTOR TO STAY WITHIN THE LIMITS OF WORK AT ALL TIMES UNLESS PRIOR WRITTEN APPROVAL BY OWNER IS PROVIDED.</p> <p>B. ALL WORK SHALL BE IN ACCORDANCE WITH APPLICABLE CODES GOVERNING EACH TRADE.</p> <p>C. TEMPORARY BARRICADES AND OTHER SAFETY MEASURES SHALL BE ERECTED AROUND HAZARDOUS AREAS IN ACCORDANCE WITH ALL APPLICABLE CODES AND ORDINANCES.</p> <p>D. GENERAL CONTRACTOR SHALL VERIFY IN FIELD ALL DIMENSIONS PRIOR TO COMMENCING DEMOLITION AND CONSTRUCTION. IF CONFLICTS ARISE, NOTIFY ARCHITECT IMMEDIATELY.</p> <p>E. IF ANY UNANTICIPATED CONDITIONS OR ISSUES ARE DISCOVERED DURING CONSTRUCTION, THE CONTRACTOR IS TO NOTIFY THE ARCHITECT IMMEDIATELY.</p> <p>F. PATCHING MATERIAL SHALL MATCH EXISTING ADJACENT MATERIALS AS CLOSELY AS POSSIBLE IN COLOR, PATTERNS, AND/OR TEXTURES.</p> <p>G. WHERE INFILL OF WALLS WITH GYPSUM BOARD FINISH IS INDICATED, PATCH IS TO MATCH EXISTING ADJACENT FINISHES.</p> <p>H. ISOLATE ALL DISSIMILAR METALS.</p> <p>I. SEALANTS SHALL BE COMPATIBLE WHERE IN CONTACT WITH ONE ANOTHER AND OTHER MATERIALS.</p> <p>J. GENERAL CONTRACTOR SHALL HAVE PORTABLE FIRE EXTINGUISHERS ON SITE AND AVAILABLE.</p> <p>K. DO NOT SCALE DRAWINGS. IF DIMENSIONS ARE IN QUESTION, THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING CLARIFICATION FROM ARCHITECT BEFORE CONTINUING WITH WORK.</p> <p>L. PROTECT ALL FINISHES AND MATERIALS TO REMAIN OR BEING RELOCATED.</p> <p>M. THE CONTRACTOR SHALL MAINTAIN (DAILY) A CLEAN AND ORGANIZED JOB SITE ACCEPTABLE TO THE OWNER.</p> <p>N. IT IS UNDERSTOOD THE EXISTING BUILDING DOES NOT CONTAIN ASBESTOS MATERIALS. NEVER THE LESS, ALL CONTRACTORS SHOULD NOTE TO THE BUILDING OWNER IF ANY POSSIBLE ASBESTOS MATERIAL IS DISCOVERED FOR PROPER HANDLING. THE ARCHITECT SHALL NOT BE RESPONSIBLE FOR ANY INVESTIGATION OR CONTROL OF THE HEALTH EFFECTS BEFORE, DURING OR SUBSEQUENT TO THE CONTRACTOR'S WORK. NOR OF THE SAFETY OF ANY PERSON USING THE EXISTING STRUCTURE DURING CONSTRUCTION. A PRE-DEMO ASBESTOS SURVEY HAS CONDUCTED AND IS AVAILABLE FOR REVIEW.</p> <p>O. THE CONTRACTOR SHALL VERIFY THAT EXIT EGRESS IS MAINTAINED FOR ALL OCCUPIED AREAS OF THE BUILDING.</p> <p>P. THE CONTRACTOR SHALL COORDINATE THE SEQUENCE OF WORK WITH THE OWNER REPRESENTATIVE.</p> <p>Q. IF WARNING !! SCHEDULE AND PERFORM ALL CONSTRUCTION WORK SUCH THAT SECURITY OF THE BUILDING IS MAINTAINED 100% OF THE TIME THROUGHOUT THE CONSTRUCTION PERIOD. COORDINATE WITH OWNER'S DIRECTIONS.</p> <p>R. CONTRACTOR SHALL OBTAIN ALL PERMITS NECESSARY TO PERFORM THE PROJECT.</p> <p>S. CONTRACTOR SHALL HAVE ACCESS ON THE PROJECT SITE LIMITED TO WITHIN THE SCOPE OF WORK.</p> <p>T. CONTRACTOR SHALL NOT STORE ANY TOOL OR EQUIPMENT INSIDE THE TOWN HALL. ALL TOOL &amp; EQUIPMENT SHALL BE STORED IN A OUTSIDE ENCLOSURE.</p> <p>U. CONTRACTOR TO START FLOORING ON FRIDAY AFTERNOON AND CONTINUE THRU SUNDAY. THE TOWN HAS COMMITTED THAT STAFF WILL BE PRESENT.</p> <p>V. THE RELOCATION OF THE EXISTING SERVER IS TO BE THE RESPONSIBILITY OF THE TOWN HALL.</p>	
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**sdg** ARCHITECTURE

A236003539 727-736-5463

RODNEY V. COLLEMAN AIA  
ART 0088572

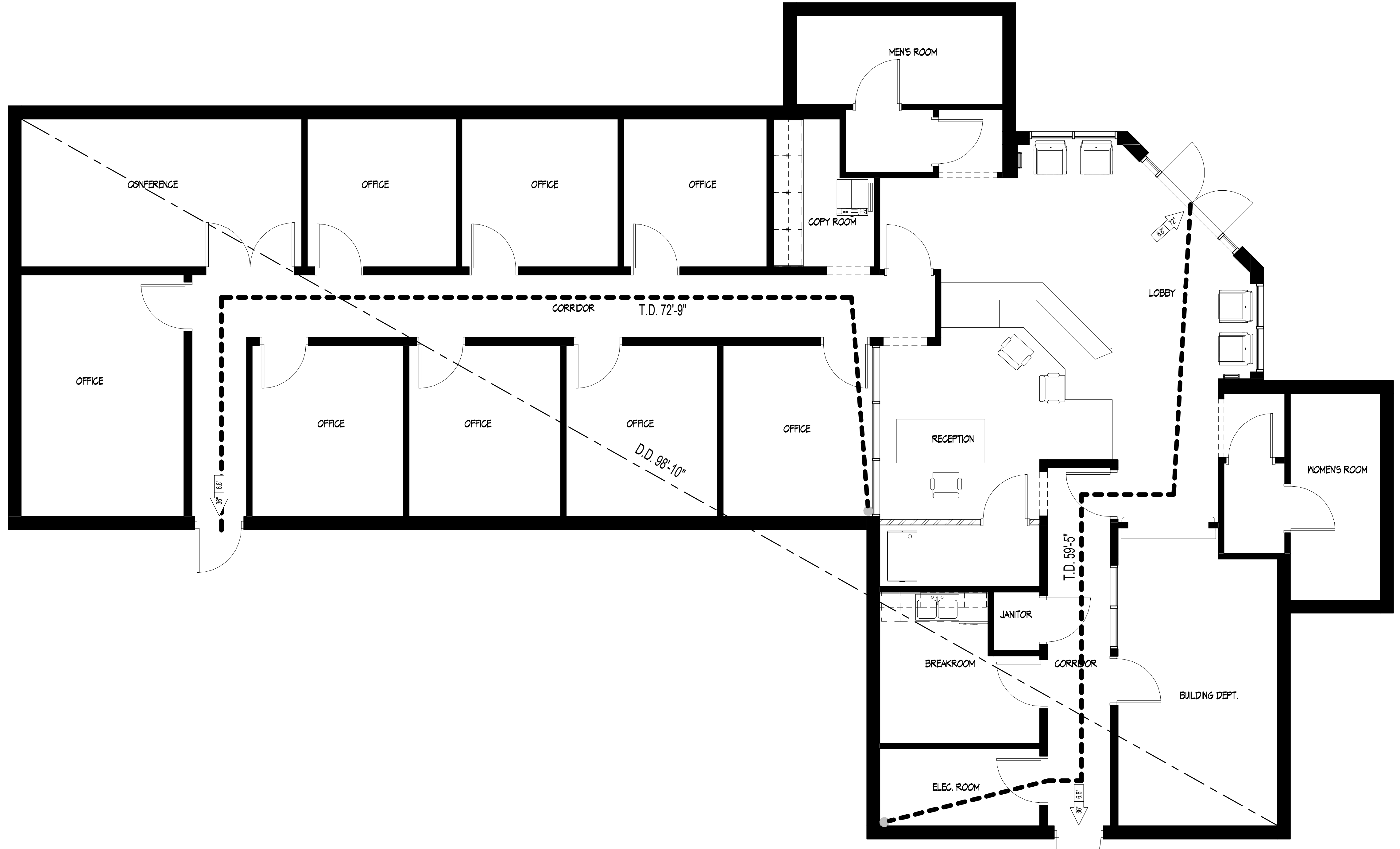
Suite A • Duneedin, FL 34698  
795 San Christopher Drive

SECURITY & SPACE USE IMPROVEMENTS FOR:  
**KENNETH CITY TOWN HALL**  
6000 54TH AVE N,  
KENNETH CITY, FL 33709

DRAWN BY	JDP
CHECKED BY	RLC
PROJECT NUMBER	19-068
DATE	09/03/19
PERMIT	
<b>A001</b>	ABBREVIATIONS
SCALE	1/4" = 1'-0"

LIFE SAFETY LEGEND			
SYMBOL	DESCRIPTION	LINE TYPE	
T.D.	TRAVEL DISTANCE FROM MOST REMOTE POINT	- - - - -	
D.D.	DIAGONAL DISTANCE	- - - - -	
M.R.P.	MOST REMOTE POINT	●	
ACT MIN	EGRESS ACT = ACTUAL OPENING (IN INCHES) MIN = MINIMUM OPENING REQUIREMENT (IN INCHES)		
FE	FIRE EXTINGUISHER IN CABINET		
EL	EXIT LIGHT (DOESNT DETERMINE FIXTURE) ^		
EL	EMERGENCY LIGHT (DOESNT DETERMINE FIXTURE)		
FIRE RATED WALLS			
OCCUPANCY TYPE		S.F.	OCC. LOAD
GROUP B		3,314 S.F.	100 GROSS
TOTAL OCCUPANTS			34

NOTE:  
CONTRACTOR TO VERIFY THAT EXISTING FIRE EXTINGUISHERS ARE CLASS "A" AND HAVE A MAX TRAVEL DISTANCE NO MORE THAN 15' FROM ANY POINT IN THE BUILDING.



N  
LIFE SAFETY PLAN  
1/4" = 1'-0"

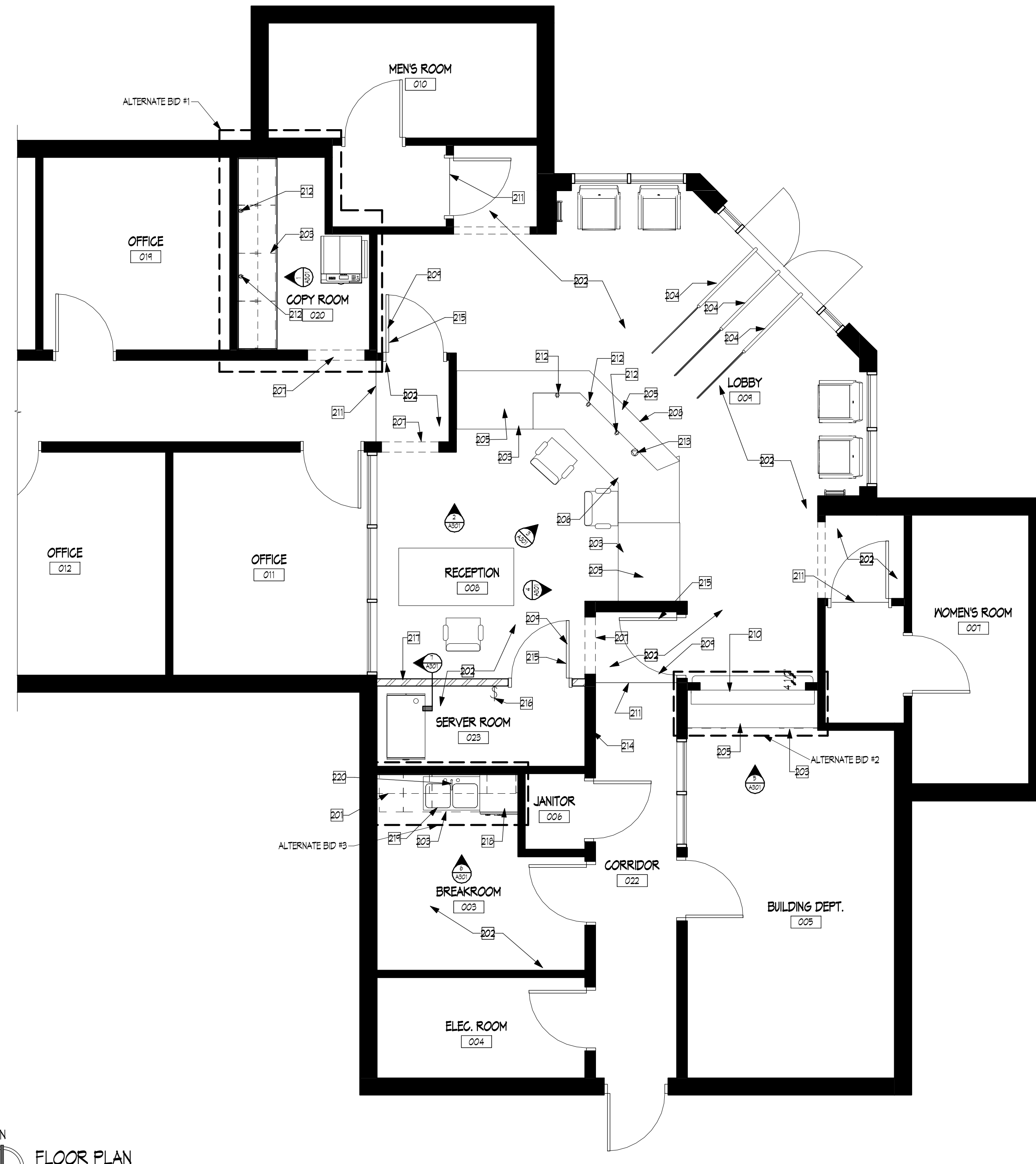

**sdg** ARCHITECTURE  
A230003539 727-736-5463  
RODNEY L. COLLEMAN AIA  
ART 0008972  
793 San Christopher Drive • Suite A • Duneedin, FL 34698

SECURITY & SPACE USE IMPROVEMENTS FOR:  
**KENNETH CITY TOWN HALL**  
6000 54TH AVE N,  
KENNETH CITY, FL 33709

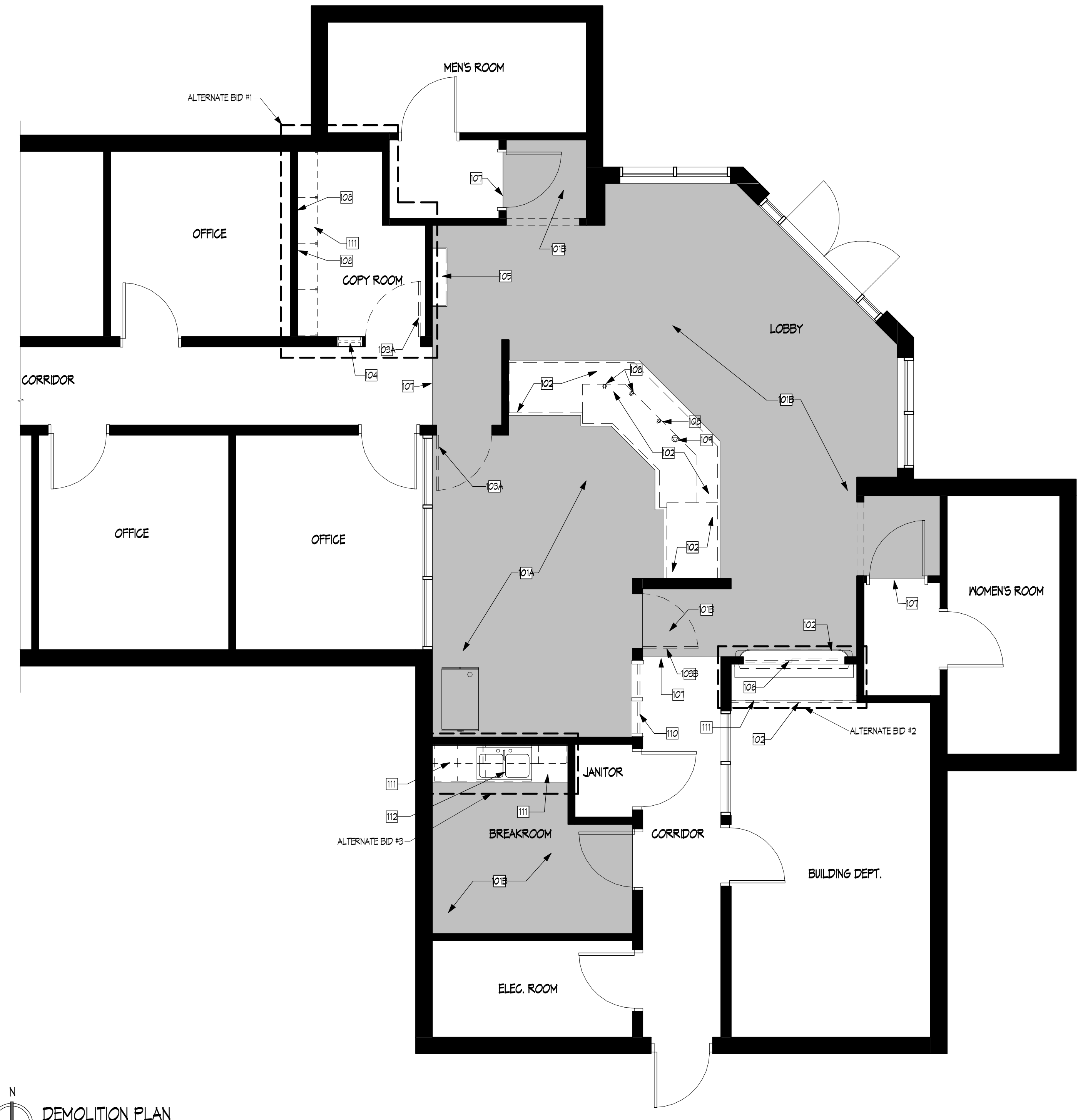
DRAWN BY **JDF**  
CHECKED BY **RLC**  
PROJECT NUMBER  
**19-068**  
DATE  
**09/03/19**  
PERMIT  
**A100**  
LIFE SAFETY PLAN  
SCALE 1/4" = 1'-0"

Key Value	Keynote Text
201	NEW WALL MOUNTED CABINETS, SEE SHEET A301.
202	NEW FLOOR FINISH SEE FINISH SCHEDULE ON SHEET A400 WOOD WALL BASE TO MATCH EXISTING.
203	NEW MILLWORK SEE INTERIOR ELEVATIONS ON SHEET A301.
204	NEW WALL MOUNTED FLAG POLE BASE, GETTYSBURG FLAG WORKS, OUTTRIGGER BRACKET, 30 DEGREE OR EQUAL CONTRACTOR TO PROVIDE.
205	NEW STONE 42" HIGH COUNTER TOP SEE SHEET A302 FOR PROFILE.
206	NEW STONE 30" WORK DESK SEE SHEET A302.
207	NEW DRYWALL CASING OPENING MATCH ADJACENT WALL FINISH.
208	THE CITY SEAL ON FACE OF WALL BELOW 42" HIGH COUNTERTOP, OWNER FURNISHED SEE SHEET A302.
209	NEW DOOR FRAME, AND HARDWARE TO MATCH EXISTING.
210	NEW OVERHEAD ROLLING SHUTTER MOUNT INSIDE BUILDING DEPT. ROOM #005.
211	NEW FLOORING TRANSITION.
212	RELOCATED OUTLET SEE SHEET A200 FOR LOCATION.
213	RELOCATED DATA PORT SEE SHEET A200 FOR LOCATION.
214	NEW WALL INFILL.
215	NEW KEYPAD LOCK TO BE TRIGOLY DL2700.
216	NEW ELECTRICAL SWITCH TO EXISTING LIGHT, STYLE TO MATCH EXISTING SWITCHES.
217	NEW METAL STUD WALL PARTITION, SEE DETAIL 7 SHEET A301.
218	FUTURE DISHWASHER- CONTRACTOR TO PROVIDE ELECTRICAL & PLUMBING FOR FUTURE INSTALL.
219	NEW SINK-KOHLER VERSE TOP MOUNT SINGLE BOWL-K-20060-1-NA OR EQUAL.
220	NEW FAUCET- KOHLER BELLERA- K-780-CP OR EQUAL.

Key Value	Keynote Text
101A	EXISTING CARPET TO BE REMOVED & PREP CONCRETE FOR NEW FINISH. REMOVE WOOD WALL BASE. SAVE FOR REUSE.
101B	EXISTING TILE TO BE REMOVED & PREP CONCRETE FOR NEW FINISH. REMOVE WOOD WALL BASE. SAVE FOR REUSE.
102	LAMINATE COUNTERTOP TO BE REMOVED, PATCH & REPAIR ALL AFFECTED FINISHES, SEE DETAIL 1/A302.
103A	DOOR, DOOR FRAME, AND HARDWARE TO BE REMOVED & REUSED, PATCH & REPAIR ALL AFFECTED FINISHES.
103B	DOOR, DOOR FRAME, AND HARDWARE TO BE REMOVED, FRAME AND HARDWARE TO BE REUSED (TURN OVER EXISTING DOOR TO OWNER) PATCH & REPAIR ALL AFFECTED FINISHES.
104	DOOR AND SIDELITE TO BE REMOVED & PREP WALL FOR NEW DRYWALL CASING OPENING-MATCH ADJACENT WALL FINISH.
105	BROCHURE KIOSK TO BE REMOVED, TURN OVER TO OWNER, PATCH & REPAIR ALL AFFECTED FINISHES.
106	SLIDING WINDOW TO BE REMOVED, TURN OVER TO OWNER, PATCH & REPAIR ALL AFFECTED FINISHES.
107	CUT FLOORING FOR FOR FLOORING TRANSITION.
108	OUTLET TO BE REMOVED AND RELOCATED.
109	DATA PORT TO BE REMOVED AND RELOCATED.
110	EXISTING STOREFRONT GLASS TO BE REMOVED.
111	REMOVE EXISTING MILLWORK, PATCH AND REPAIR ALL AFFECTED FINISHES.
112	REMOVE SINK AND FAUCET, PREP PLUMBING FOR NEW SINK AND FAUCET.



N  
FLOOR PLAN  
1/4" = 1'-0"

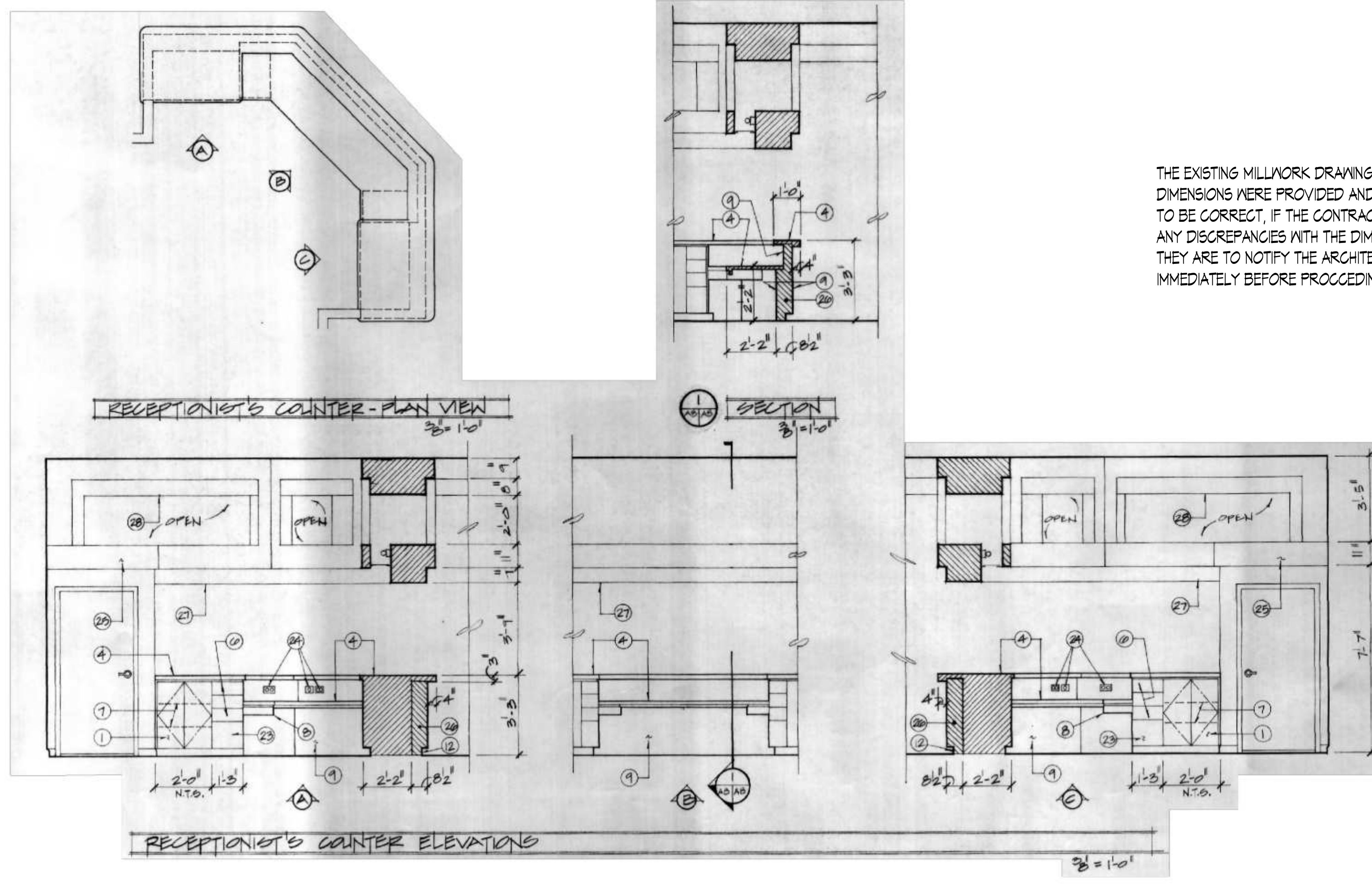


N  
DEMOLITION PLAN  
1/4" = 1'-0"


**sdg** ARCHITECTURE  
 A230003539 727-736-5463  
 Suite A • Duneedin, FL 34698  
 RODNEY L. COLLAMAN AIA  
 AR 0008572

SECURITY & SPACE USE IMPROVEMENTS FOR:  
**KENNETH CITY TOWN HALL**  
 6000 54TH AVE N,  
 KENNETH CITY, FL 33709

DRAWN BY **JDF**  
 CHECKED BY **RLC**  
 PROJECT NUMBER  
**19-068**  
 DATE  
**09/03/19**  
 PERMIT  
**A200**  
 FLOOR PLAN  
 SCALE 1/4" = 1'-0"

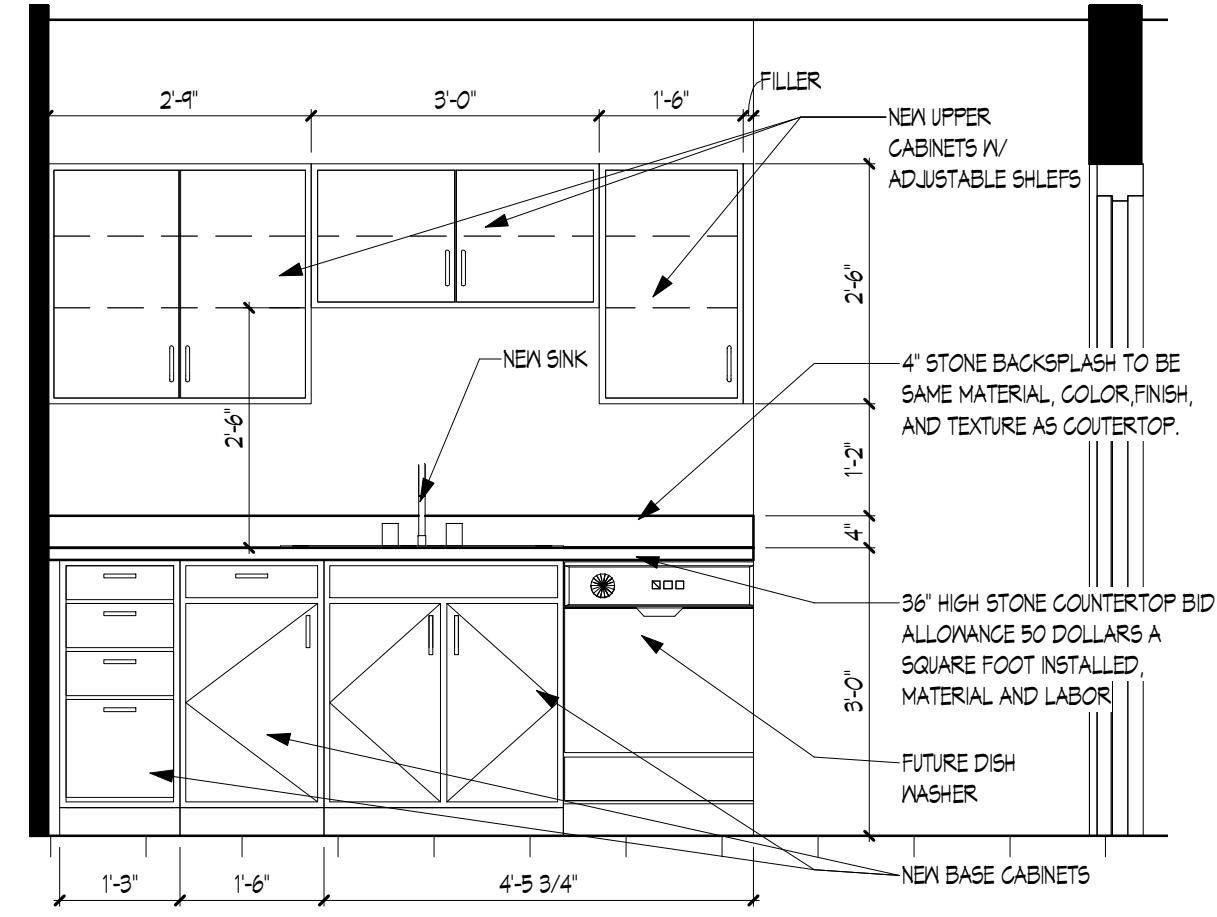


THE EXISTING MILLWORK DRAWING AND DIMENSIONS WERE PROVIDED AND ASSUMED TO BE CORRECT, IF THE CONTRACTOR FINDS ANY DISCREPANCIES WITH THE DIMENSIONS THEY ARE TO NOTIFY THE ARCHITECT IMMEDIATELY BEFORE PROCEEDING.

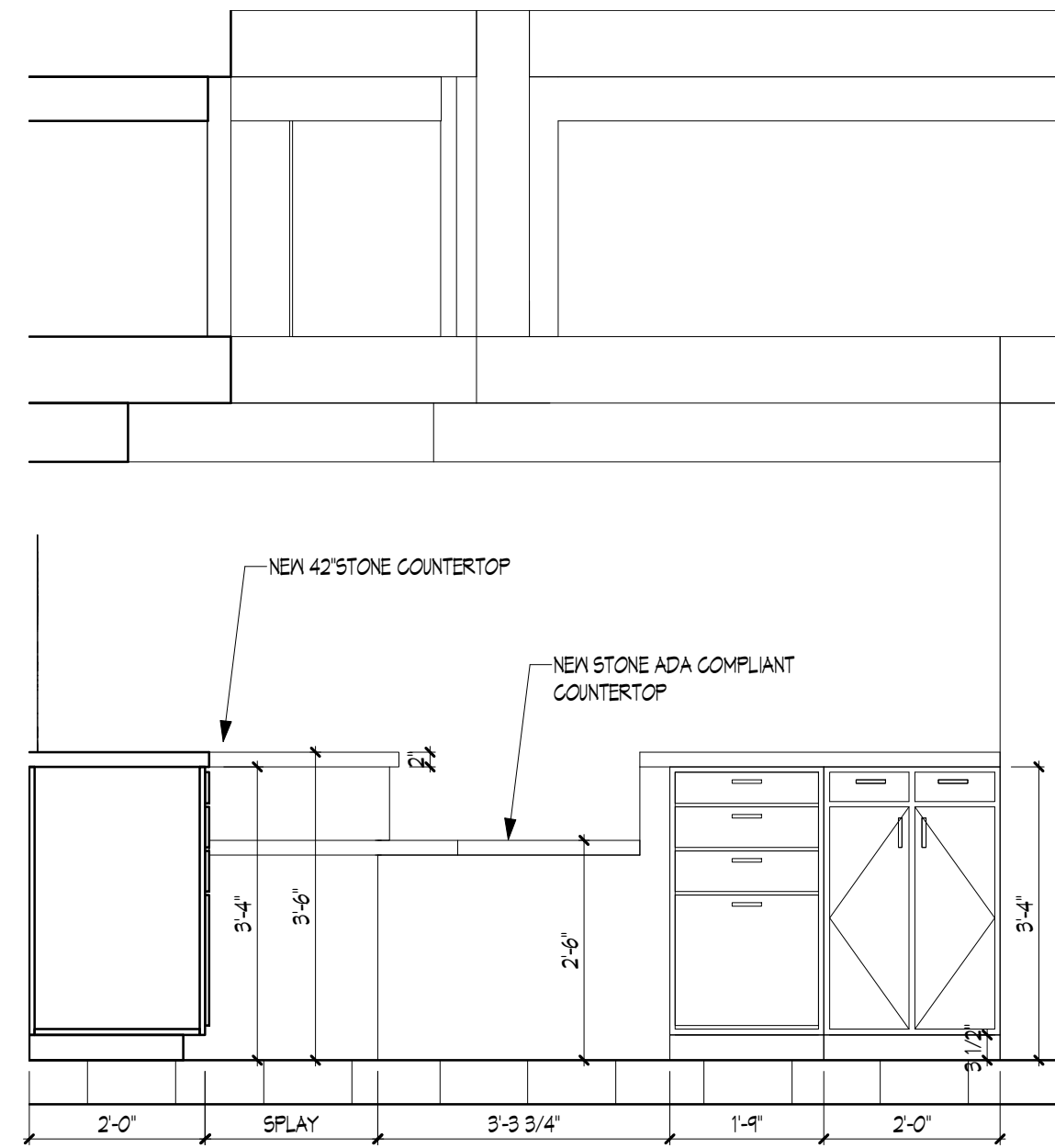
SECURITY & SPACE USE IMPROVEMENTS FOR:  
**KENNETH CITY TOWN HALL**  
 6000 54TH AVE N,  
 KENNETH CITY, FL 33709

DRAWN BY	JDP
CHECKED BY	RLC
PROJECT NUMBER	19-068
DATE	09/03/19
PERMIT	
<b>A300</b>	
EXISTING RECEPTION	
SCALE	1 : 100


**sdg** ARCHITECTURE  
 A236003539 727-736-5463  
 RODNEY L. COLLEMAN AIA  
 AR 008872  
 793 San Christopher Drive · Suite A · Dunedin, FL 34698

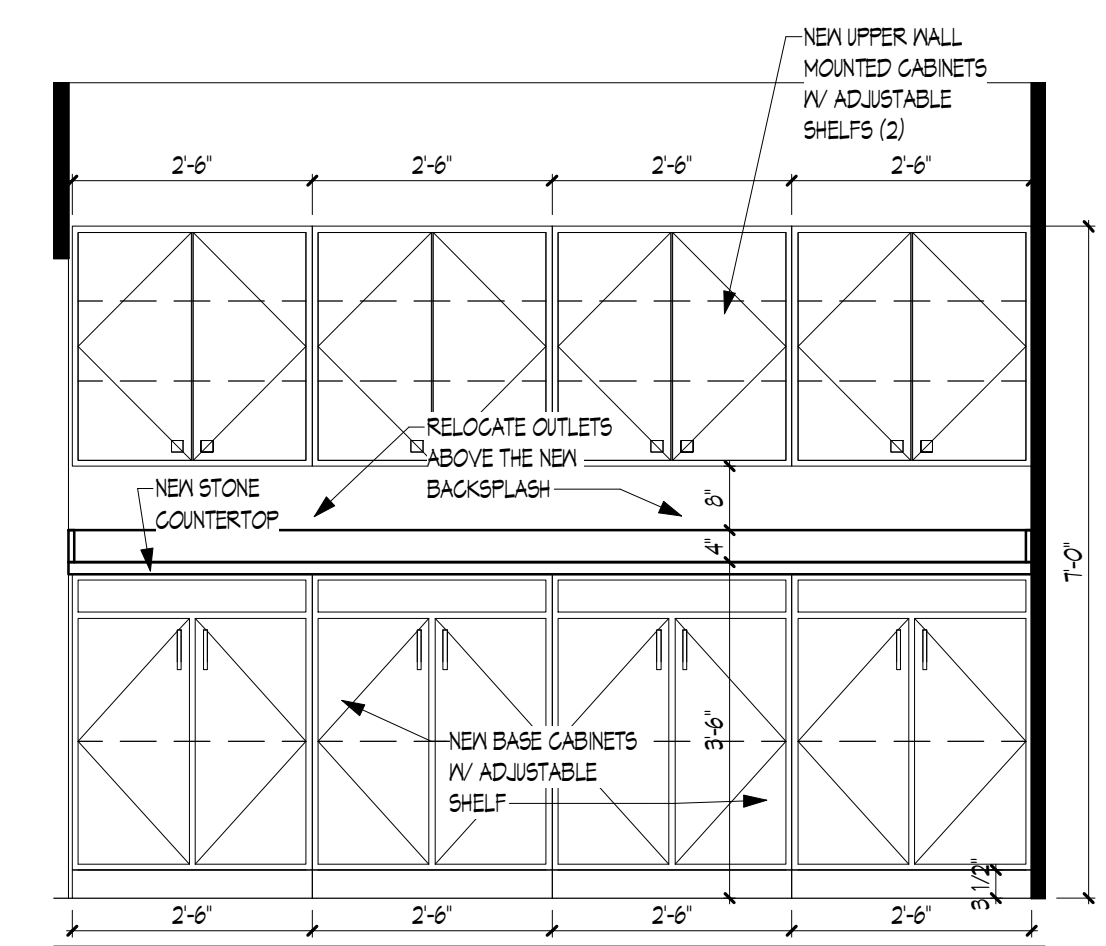


**6 INTERIOR ELEVATION BREAKROOM ALT. BID #3**  
SCALE = N/A



**4 INTERIOR ELEVATION RECEPTION DESK**  
SCALE = N/A

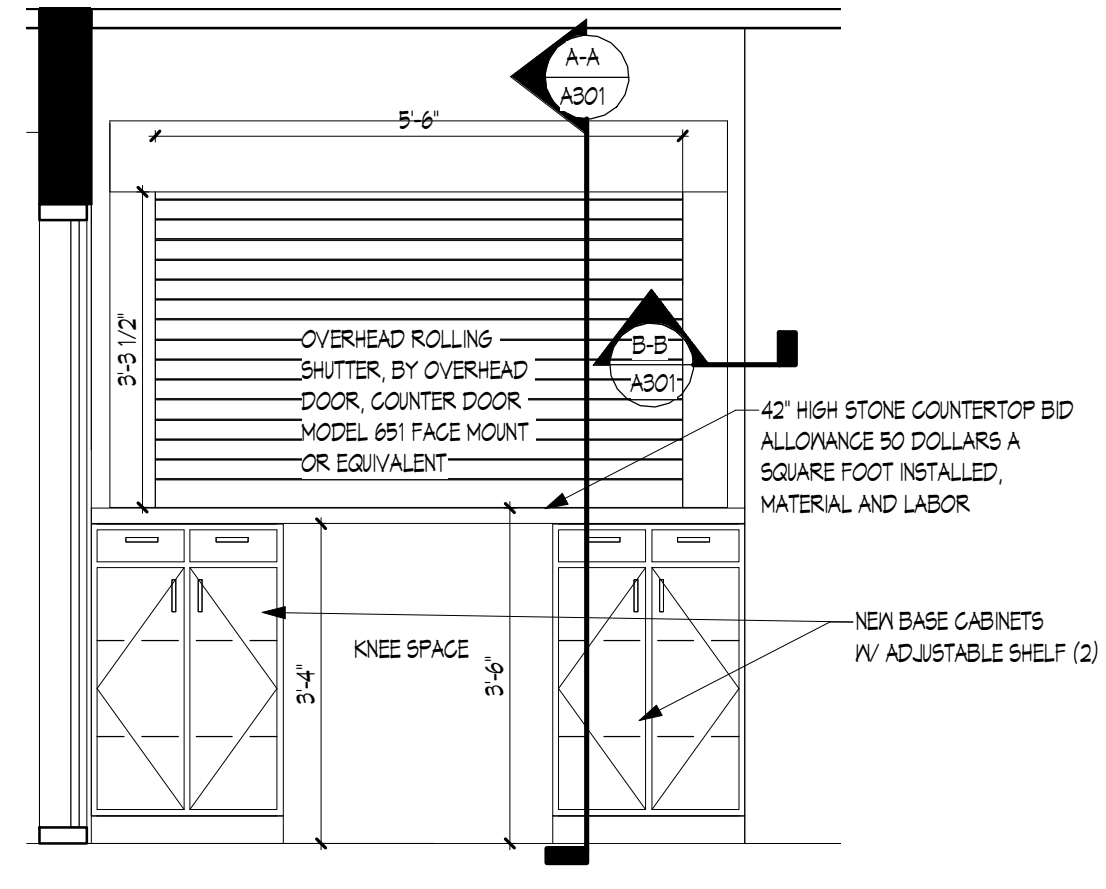
- CABINET NOTES:**
- WOOD CASEWORK WITH WOOD FINISHES FOR TRANSPARENT FINISHES
  - EXPOSED EXTERIOR SURFACES- CUSTOM GRADE CLOSEGRAN HARDWOOD PLYWOOD, OR SOLID STOCK
  - EXPOSED INTERIOR SURFACES- CUSTOM GRADE FOR TRANSPARENT FINISH, WOOD OF THE SAME SPECIES AS THE EXPOSED EXTERIOR SURFACES
  - SEMI-EXPOSED SURFACES- CUSTOM GRADE, WOOD OF THE MANUFACTURER'S CHOICE OF SPECIES
  - FACE FRAME CONSTRUCTION, FLUSH OVERLAY
  - CUSTOM GRADE, DOORS, DRAWERS FRONTS, AND FALSE FRONTS SHALL RUN AND MATCH VERTICALLY WITHIN EACH CABINET UNIT.
  - EDGE PROFILES- SQUARE EDGE WITH THIN APPLIED EDGE BAND
  - CABINET HARDWARE- GRADE 1
  - DRAWERS SLIDING MECHANISM- FULL EXTENSION
  - STATIC LOAD CAPACITY- 75 LBS
  - DYNAMIC LOAD CAPACITY- 50 LBS FOR 50,000 CYCLES
  - REMOVAL- PASSIVE DISCONNECT
  - CLOSING- SELF CLOSING/ STAY CLOSED
  - HINGE SELECTIONS- EUROPEAN STYLE HINGE
  - ADJUSTABLE SHELF LOADING 1 DEFLECTION- 50 LBS PER 50FT- L/144 FOR SHELF DEFLECTION



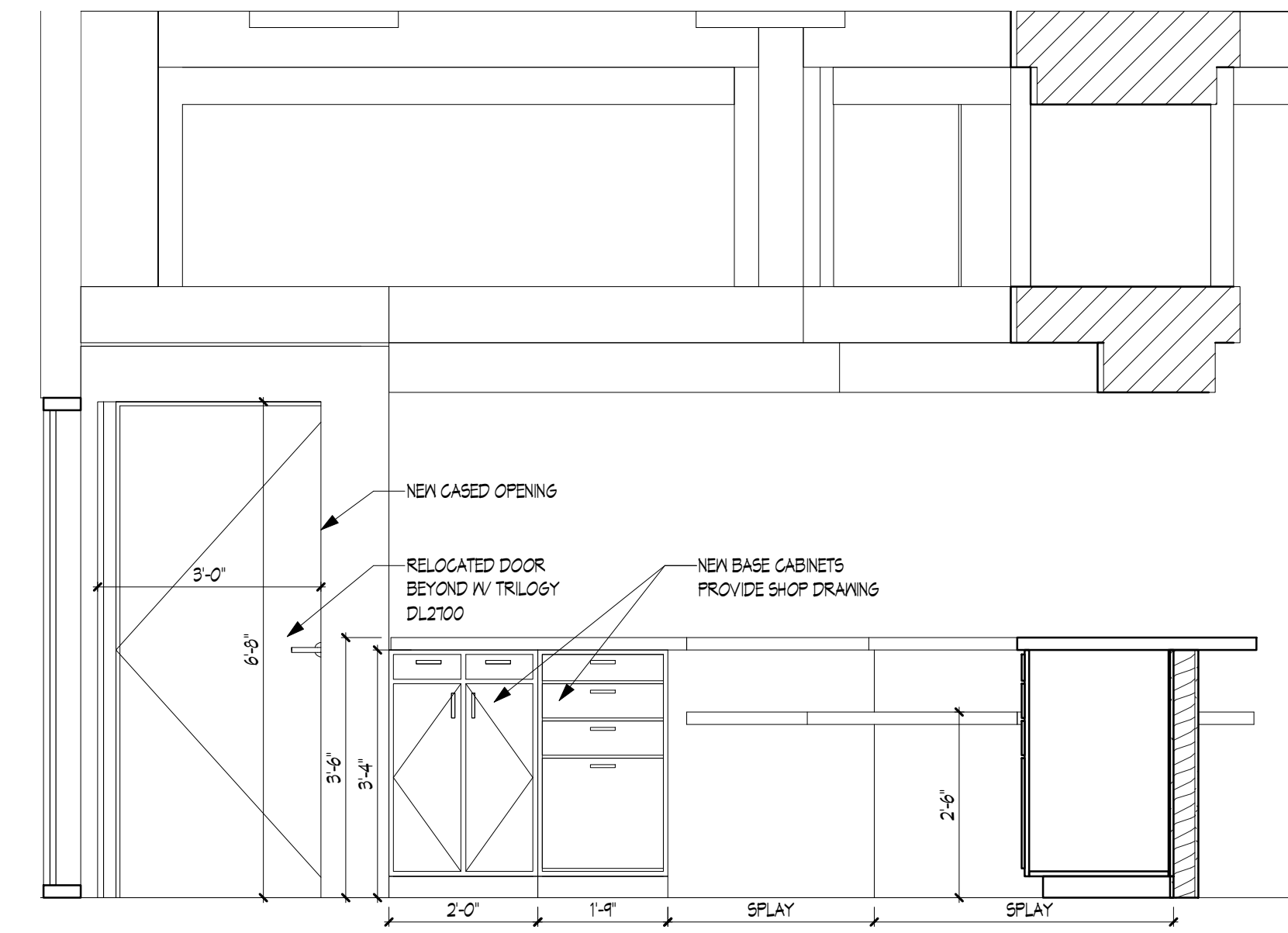
**1 INTERIOR ELEVATION COPY ROOM ALT. BID #1**  
SCALE = N/A

**WALL TYPE KEYNOTES**

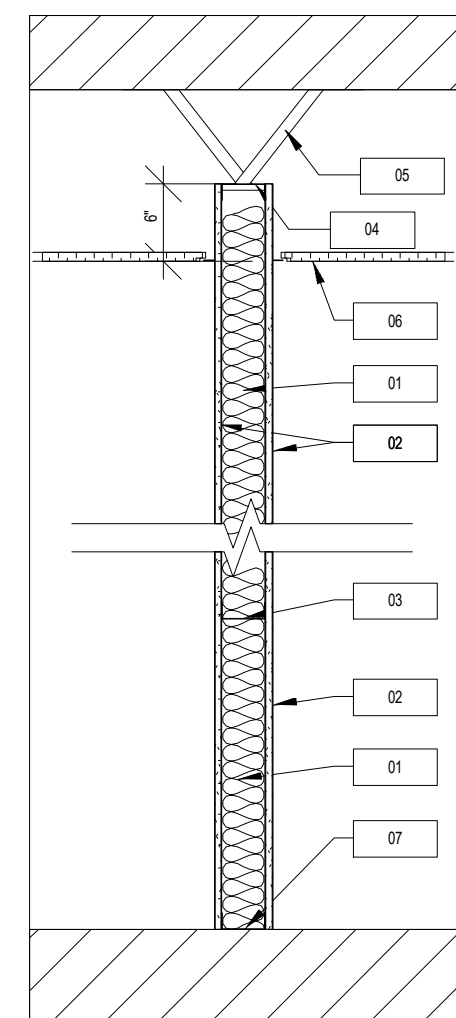
- 01 SOUND BATT INSULATION (3 1/2" THICK FIBERGLASS)
- 02 5/8" QUIETROCK ES INSTALLED AND SEALED PER MFR. SPECS. FINISH AND TEXTURE TO MATCH ADJACENT EXISTING.
- 03 3 5/8" 20 GA. METAL FRAMING AT 16" O.C. PROVIDE HORIZONTAL BRACING PER. MANUF.
- 04 3 5/8" 20 GA. TOP TRACK; METAL STUD
- 05 3 5/8" 20 GA. STUD ON A 45 DEGREE ANGLE FROM TOP TRACK TO BOTTOM OF DECK @ 4'-0" O.C.
- 06 ACOUSTIC CEILING TILE
- 07 3 5/8" 20 GA. BOTTOM TRACK; METAL STUD



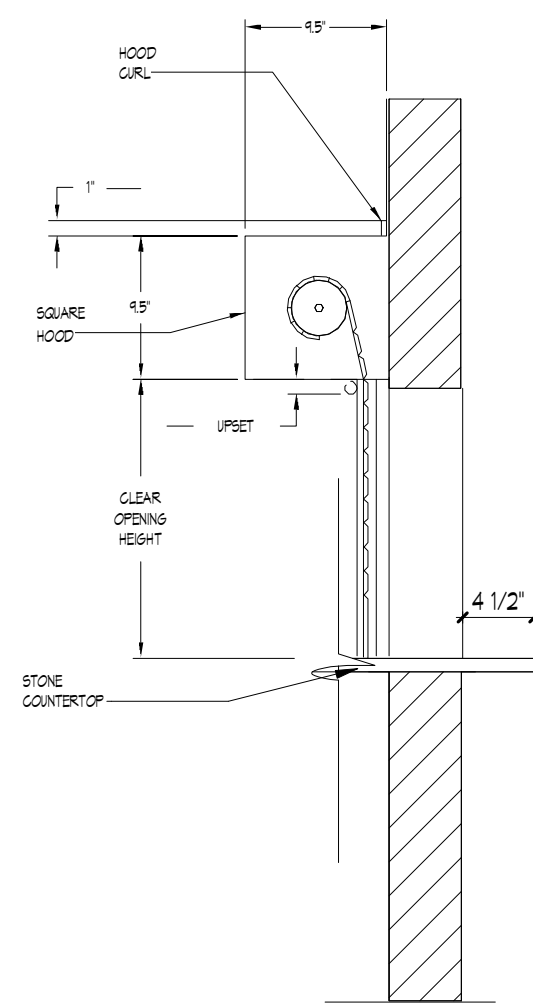
**5 INTERIOR ELEVATION BUILDING DEPT. ALT. BID #2**  
SCALE = N/A



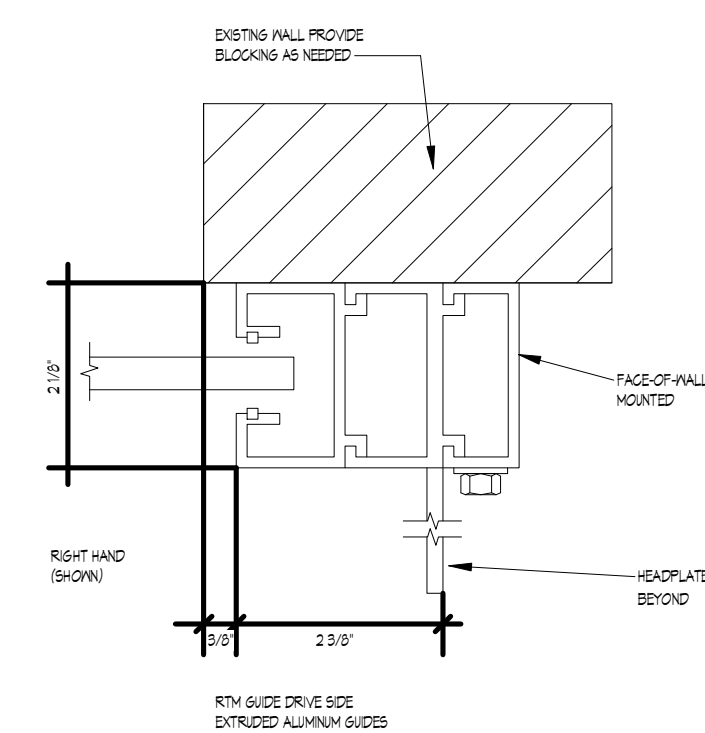
**2 INTERIOR ELEVATION RECEPTION DESK**  
SCALE = N/A



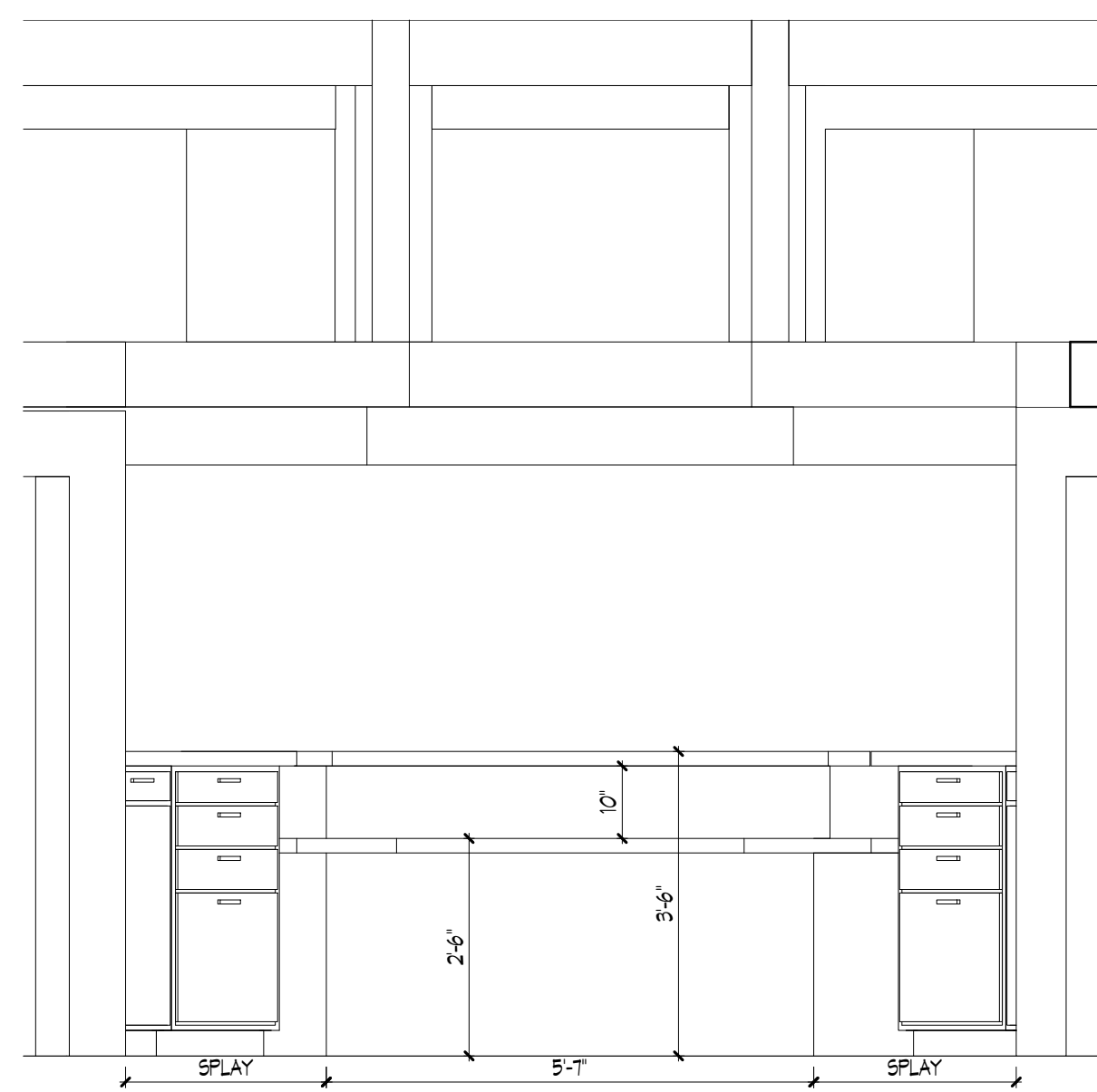
**7 TYPICAL WALL SECTION**  
SCALE = N/A



**OVERHEAD ROLLING SHUTTER SECTION A-A**  
SCALE = N/A



**OVERHEAD ROLLING SHUTTER SECTION B-B**  
SCALE = N/A



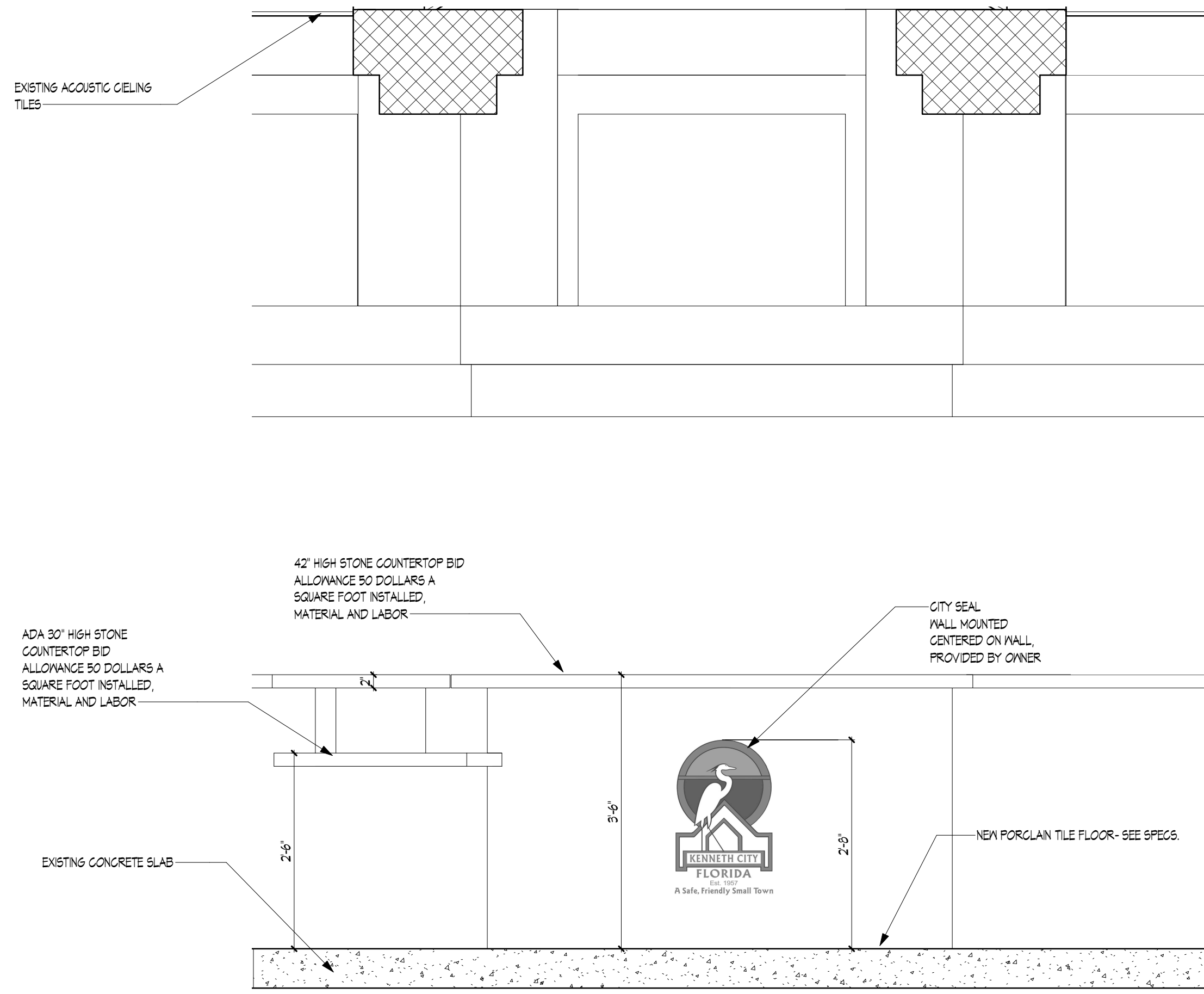
**3 INTERIOR ELEVATION RECEPTION DESK**  
SCALE = N/A


**sdg ARCHITECTURE**  
A236003539 727-736-5463  
RODNEY L. COLLAMAN AIA  
AR 0088572  
793 San Christopher Drive • Suite A • Duneedin, FL 34698

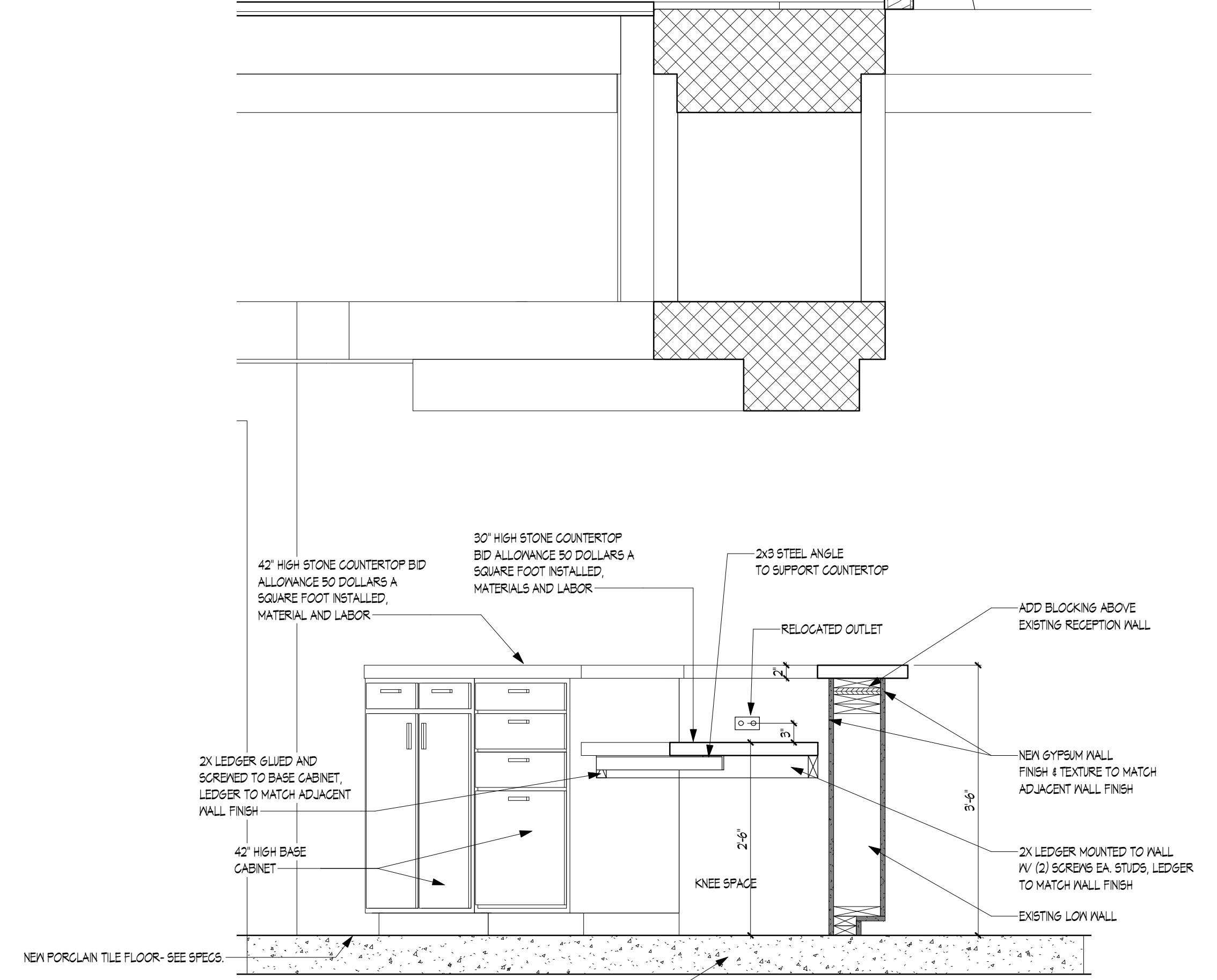
**SECURITY & SPACE USE IMPROVEMENTS FOR:**  
**KENNETH CITY TOWN HALL**  
6000 54TH AVE N,  
KENNETH CITY, FL 33709

DRAWN BY **JDP**  
CHECKED BY **RLC**  
PROJECT NUMBER  
**19-068**  
DATE  
**09/03/19**  
PERMIT  
**A301**  
INTERIOR ELEVATIONS & DETAILS  
SCALE AS INDICATED

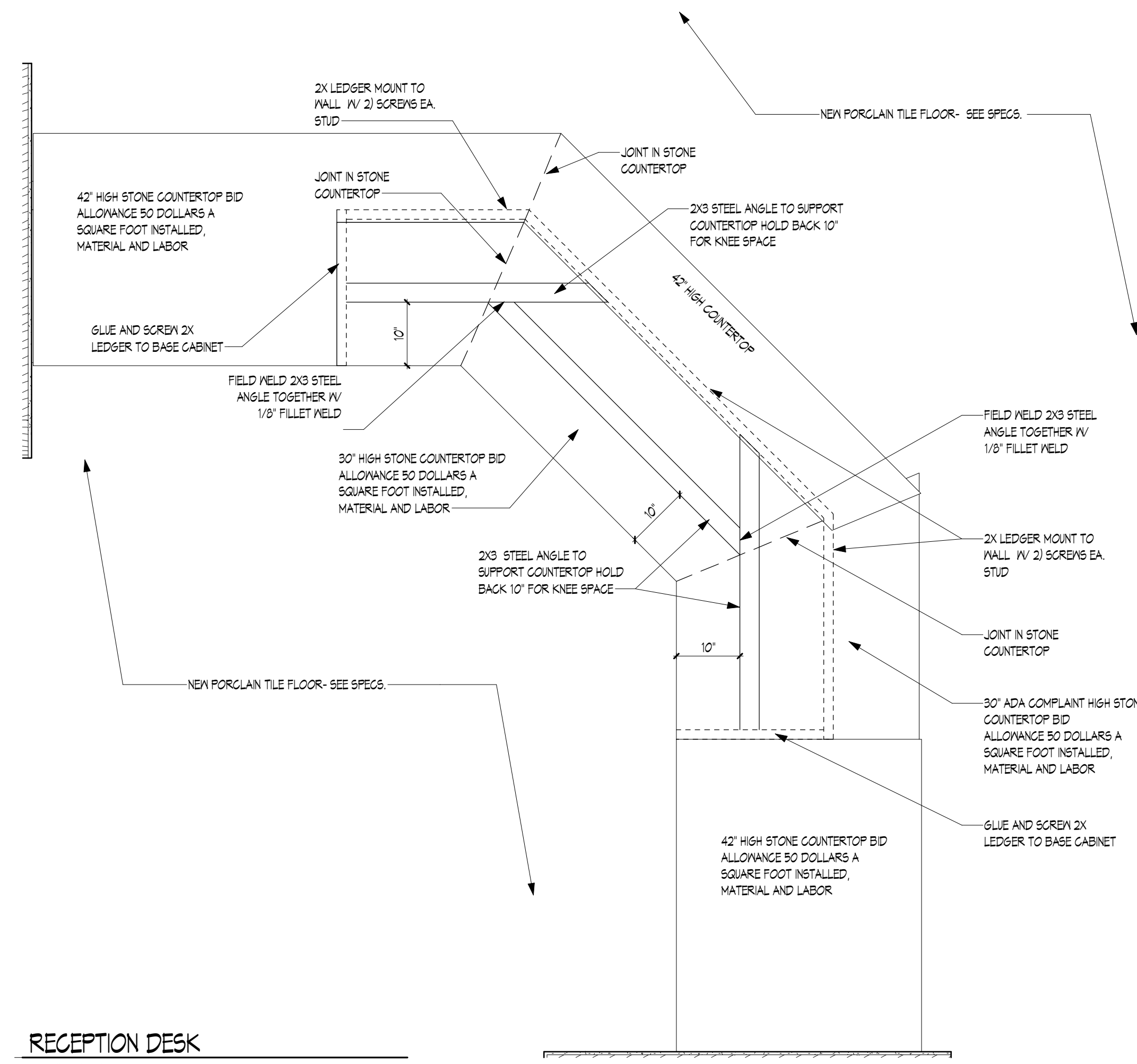




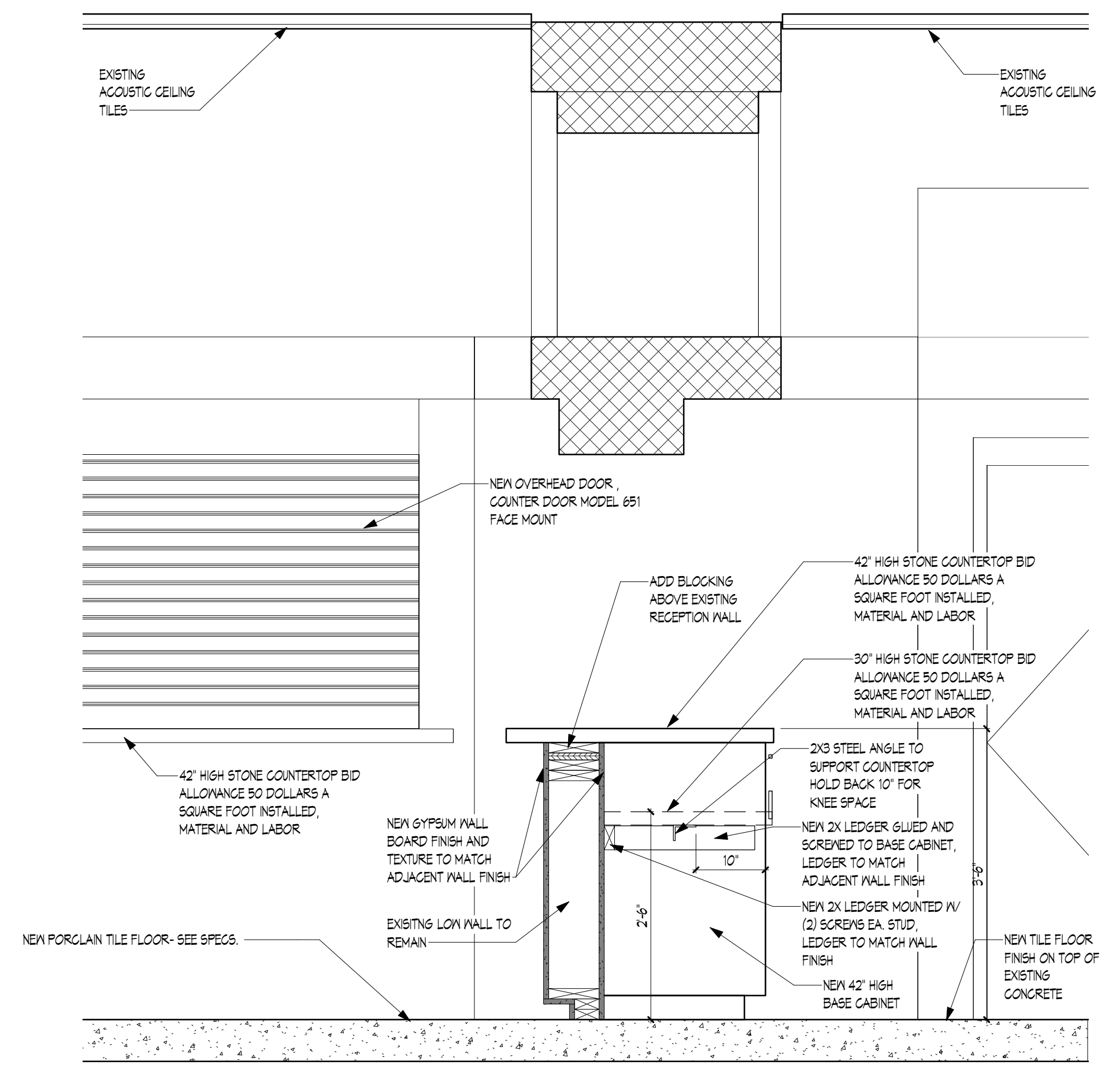
Section 2  
3/4" = 1'-0"



Section 1  
3/4" = 1'-0"



RECEPTION DESK  
3/4" = 1'-0"



Section 3  
3/4" = 1'-0"

10/31/2019 4:26:49 PM  
ABC GENERAL SECTIONS  
Z:\SDG Architecture\2019\19-0680-Town Hall Security & Space Use Improvements\106 - Base Files\101 - Revit\Kerneth City Town Hall.rvt

<b>sdg</b> ARCHITECTURE	A430003539 727-736-5463
RODNEY V. COLLAMAN AIA AR 0088972	
793 San Christopher Drive · Suite A · Dunedin, FL 34698	

**SECURITY & SPACE USE IMPROVEMENTS FOR:**  
**KENNETH CITY TOWN HALL**  
6000 54TH AVE N,  
KENNETH CITY, FL 33709

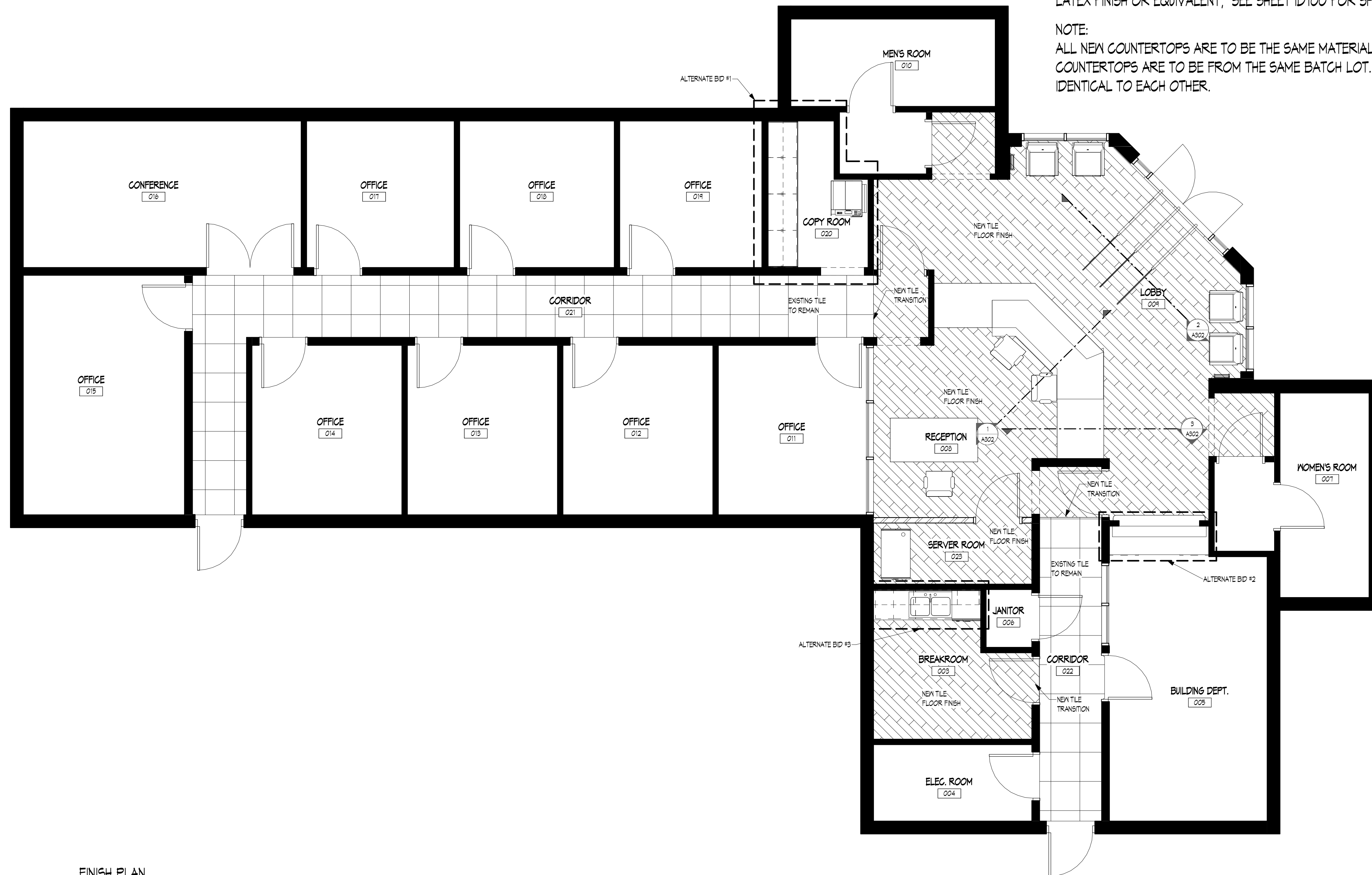
DRAWN BY	JDP
CHECKED BY	RLC
PROJECT NUMBER	19-068
DATE	09/03/19
PERMIT	
<b>A302</b>	
GENERAL SECTIONS	
SCALE	3/4" = 1'-0"

NOTE:  
SEE SHEET ID100 FOR INTERIOR DESIGN SPECIFICATIONS FROM DECKER ROSS,  
FOR ALL INTERIOR FINISHES.

ROOM NUMBER	ROOM NAME	FLOOR FINISH	BASE FINISH	WALL FINISH	CEILING FINISH	COMMENTS
003	BREAKROOM	SEE SPECIFICATIONS	NEW TO MATCH EXISTING	NEW PAINT COLOR TBD	EXISTING TO REMAIN	TO RECIEVE NEW MILLWORK
004	ELEG. ROOM	EXISTING TO REMAIN	EXISTING TO REMAIN	EXISTING TO REMAIN	EXISTING TO REMAIN	
005	BUILDING DEPT.	EXISTING TO REMAIN	EXISTING TO REMAIN	NEW PAINT COLOR TBD	EXISTING TO REMAIN	
006	JANITOR	EXISTING TO REMAIN	EXISTING TO REMAIN	EXISTING TO REMAIN	EXISTING TO REMAIN	
007	WOMEN'S ROOM	EXISTING TO REMAIN	EXISTING TO REMAIN	EXISTING TO REMAIN	EXISTING TO REMAIN	
008	RECEPTION	SEE SPECIFICATIONS	NEW TO MATCH EXISTING	NEW PAINT COLOR TBD	EXISTING TO REMAIN	
009	LOBBY	SEE SPECIFICATIONS	NEW TO MATCH EXISTING	NEW PAINT COLOR TBD	EXISTING TO REMAIN	
010	MEN'S ROOM	EXISTING TO REMAIN	EXISTING TO REMAIN	EXISTING TO REMAIN	EXISTING TO REMAIN	
011	OFFICE	EXISTING TO REMAIN	EXISTING TO REMAIN	EXISTING TO REMAIN	EXISTING TO REMAIN	
012	OFFICE	EXISTING TO REMAIN	EXISTING TO REMAIN	EXISTING TO REMAIN	EXISTING TO REMAIN	
013	OFFICE	EXISTING TO REMAIN	EXISTING TO REMAIN	EXISTING TO REMAIN	EXISTING TO REMAIN	
014	OFFICE	EXISTING TO REMAIN	EXISTING TO REMAIN	EXISTING TO REMAIN	EXISTING TO REMAIN	
015	OFFICE	EXISTING TO REMAIN	EXISTING TO REMAIN	EXISTING TO REMAIN	EXISTING TO REMAIN	
016	CONFERENCE	EXISTING TO REMAIN	EXISTING TO REMAIN	EXISTING TO REMAIN	EXISTING TO REMAIN	
017	OFFICE	EXISTING TO REMAIN	EXISTING TO REMAIN	EXISTING TO REMAIN	EXISTING TO REMAIN	
018	OFFICE	EXISTING TO REMAIN	EXISTING TO REMAIN	EXISTING TO REMAIN	EXISTING TO REMAIN	
019	OFFICE	EXISTING TO REMAIN	EXISTING TO REMAIN	EXISTING TO REMAIN	EXISTING TO REMAIN	
020	COPY ROOM	EXISTING TO REMAIN	EXISTING TO REMAIN	EXISTING TO REMAIN	EXISTING TO REMAIN	TO RECIEVE NEW MILLWORK
021	CORRIDOR	EXISTING TO REMAIN	EXISTING TO REMAIN	NEW PAINT COLOR TBD	EXISTING TO REMAIN	PAINT WALL IN FILL
022	CORRIDOR	EXISTING TO REMAIN	EXISTING TO REMAIN	NEW PAINT COLOR TBD	EXISTING TO REMAIN	PAINT WALL IN FILL
023	SERVER ROOM	SEE SPECIFICATIONS	NEW TO MATCH EXISTING	NEW PAINT COLOR TBD	EXISTING TO REMAIN	

NOTE:  
PAINT TO BE (1) COAT OF SHERWIN WILLIAMS PREMIUM WALL AND WOOD PRIMER OR EQUIVALENT AND (2) COATS OF SHERWIN WILLIAMS DURATION HOME INTERIOR ACRYLIC LATEX FINISH OR EQUIVALENT, SEE SHEET ID100 FOR SPECS.

NOTE:  
ALL NEW COUNTERTOPS ARE TO BE THE SAME MATERIAL, COLOR, FINISH AND TEXTURE. COUNTERTOPS ARE TO BE FROM THE SAME BATCH LOT. THE COUNTERTOPS ARE TO BE IDENTICAL TO EACH OTHER.



FINISH PLAN  
1/4" = 1'-0"


**sdg** ARCHITECTURE  
A400003539 727-736-5463  
RODNEY L. COLLAMAN AIA  
ARCHITECT

SECURITY & SPACE USE IMPROVEMENTS FOR:  
**KENNETH CITY TOWN HALL**  
6000 54TH AVE N,  
KENNETH CITY, FL 33709

DRAWN BY **JDF**  
CHECKED BY **RLC**  
PROJECT NUMBER  
**19-068**  
DATE  
**09/03/19**  
PERMIT  
**A400**  
LEGENDS AND ROOMS FINISHES  
SCALE 1/4" = 1'-0"

# DECKER ROSS INTERIORS, INC.

## KENNETH CITY TOWN HALL SELECTIONS

### PAINT SELECTIONS

Refer to Images/ Diagram for more details:

(A) Main Wall Paint: Sherwin Williams Rainwashed SW6211 (and through hallways)

(B) Accent Paint: Sherwin Williams Halcyon Green SW6213

(C) Trim Paint: Sherwin Williams Underseas SW6214

### FLOORING SELECTIONS

Main Flooring (Wood Plank Tile): HF Tacoma Valley 6x40 Wood Plank Tile

-Runs parallel to front desk (runs left to right when entering front door)

-Grout: TEC 982 Summer Wheat

Break Room Flooring: (Luxury Commercial Vinyl) Milliken Loose Lay LVT EERO

-Color: EER25-144-208

### CABINET FINISH SELECTIONS

Cabinets: All new cabinets to match sample of HOMECREST Karoo Finish

-Can be provided by similar substitution but stain needs to match and be approved by Decker Ross Interiors

Cabinet Hardware: Amerock Davenport 3-3/4" Pull BP36605G10

### COUNTERTOP SELECTIONS

Main, Building Dpt and Copy: Giallo Ornamental or similar- Substitution to be approved by Decker Ross

Break Room: Remnant piece to be picked out by DRI

### MISC. SELECTIONS

Front Desk Accent Tile: Tesoro Rock Series Green Horizontal Application

-To be installed on central vertical section approx. 4' wide behind logo

-Can have schluetter edge applied on either end to finish edge- Satin Nickel



(B) Non accent tile remainder of reception desk front: Sherwin Williams Halcyon Green SW6213



(B) Non accent tile remainder of reception desk front: Sherwin Williams Halcyon Green SW6213

Front desk accent tile along this portion of exterior of reception desk- approximately 4' wide


**sdg** ARCHITECTURE  
 A426003539 727-736-5463  
 RODNEY L. COLLEMAN AIA  
 AIA 0088872  
 793 San Christopher Drive · Suite A · Dunedin, FL 34698

SECURITY & SPACE USE IMPROVEMENTS FOR:  
**KENNETH CITY TOWN HALL**  
 6000 54TH AVE N,  
 KENNETH CITY, FL 33709

<b>DRAWN</b>	<b>AUTHOR</b>
<b>CHECKED</b>	<b>CHECKER</b>
<b>PROJECT NUMBER</b>	<b>19-068</b>
<b>DATE</b>	<b>09/03/19</b>
<b>PERMIT</b>	
<b>ID100</b>	<b>INTERIOR SPECS.</b>
<b>SCALE</b>	